

City of High Point

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



Meeting Agenda

Monday, June 15, 2015

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**CONSENT AGENDA ITEMS****FINANCE COMMITTEE - Mayor Pro Tem Davis, Chair**

- [150193](#) Contract - Breece Enterprises - Emergency Water & Sewer Repairs
Council is requested to award contract to Breece Enterprises in the amount of \$937,480.00 to assist with emergency repairs and maintenance items on the city's water and sewer systems.
- [150194](#) Contract - Ward Tank Replacement - New Tank Design
Council is requested to award contract to CDM Smith in the amount of \$182,200.00 for the design of the Ward Water Tank Replacement which will be located at 1329 Potts Avenue.
- [150195](#) Contract - Compensation Claims Solutions (CCS) - Workers' Compensation Program
Council is requested to award contract to Compensation Claims Solutions (CCS) in the amount of \$60,900 (annually) to provide third party workers' compensation claims administration. This is a three year contract beginning September 1, 2015 - August 31, 2018 in the total amount of \$182,700.00.
- [150196](#) Budget Ordinance Amendment - Market Authority - Occupancy Taxes & Business Licenses
Adoption of an ordinance amending the 2014-2015 Budget Ordinance to appropriate funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an estimated \$60,000.00.
- [150197](#) City of High Point/Forsyth County - Tax Collection
Council is requested to authorize the appropriate City Official to execute an agreement between Forsyth County and the City of High Point for the collection of the 2015 and for the collection of 2014 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.
- [150198](#) Contract - Community Housing Solutions
Council is requested to authorize the appropriate city staff to execute contract with Community Housing Solutions to construct two affordable properties in the Southside Community.
- [150199](#) Contract Renewal - The Ferguson Group
Council is requested to authorize the renewal of contract with The Ferguson Group (TFG) for the period of July 1, 2015 - June 30, 2016.
- [150200](#) High Point Convention & Visitors Bureau - 2015-2016 Annual Budget/Contract
City Council is requested to approve the annual budget for the High

Point Convention & Visitors Bureau (CVB) for FY 2015-2016 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2015-2016.

[150201](#)

International Home Furnishings Market Authority - 2015-2016 Annual Budget

City Council is requested to approve the FY 2015-2016 annual budget for the International Home Furnishings Market Authority (Market Authority).

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Mayor Pro Tem Davis, Chair

[150202](#)

City of High Point 2015-2016 Budget Ordinance and Related Documents

City Council is requested to adopt the FY 2015-2016 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

[150203](#)

Resolution of Intent - Street Abandonment Case 15-05

Approval of a Resolution of Intent that establishes a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive

[150204](#)

Resolution of Intent - Street Abandonment Case 15-06

Approval of a Resolution of Intent that establishes a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon an unimproved right-of-way lying north of Tank Avenue.

PUBLIC HEARINGS

[150205](#)

Ordinance - Keystone Group, Inc. - Annexation Case 15-05

A request by Keystone Group, Inc. to consider a voluntary contiguous annexation of approximately 0.6 acres lying at the southwest corner of Barrow Road and Willard Dairy Road. The property is also known as Guilford County Tax Parcel Guilford 0169950 and 0222141 (portion).

[150206](#)

Ordinance - Keystone Group, Inc. Zoning Case 15-08

A request by Keystone Group, Inc. to rezone approximately 0.6 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Residential Multifamily-5 (RM-5) District. The site is lying at the southwest corner of Barrow Road and Willard Dairy Road. Approval of this request is contingent upon City Council approval of a voluntary annexation petition.

- [150207](#) Ordinance - Cornerstone Properties, LLC - Zoning Case 15-09
A request by Cornerstone Properties, LLC to rezone approximately 0.7 acres from the Light Industrial (LI) District to the Central Business (CB) District. The site is lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 & 307 S. Hamilton Street).
- [150208](#) Ordinance MCND, LLC - Zoning Case 15-10
A request by MCND, LLC to rezone an approximate 1.8-acre parcel from the Residential Single Family-9 (RS-9) District to the Light Industrial (LI) District. The site is lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue).

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair

Pending Items

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

GENERAL BUSINESS AGENDA

- [150209](#) Reappointments - Theatre Advisory Board
Council is requested to confirm the reappointment of Ryan Ferguson and Amanda Anderson to the Theatre Advisory Board. Reappointments to be effective immediately and will expire June 1, 2018.
- [150097](#) Boards & Commissions- Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.
- [150210](#) Approval of the Minutes of Previous City Council Meetings
Minutes of the previous meetings of City Council will be submitted for approval at the July 20th meeting.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Case 15-09 (Cornerstone Properties, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: Yes

Advertising Date: June 3 & 10, 2015

Advertised By: Planning & Development

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

PURPOSE:

A request by Cornerstone Properties, LLC to rezone approximately 0.7 acres from the Light Industrial (LI) District to the Central Business (CB) District. The site is lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 & 307 S. Hamilton Street).

BACKGROUND:

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

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. On May 26, 2015, a public hearing was held before the Planning and Zoning Commission regarding Zoning Case 15-09. The Planning & Zoning Commission recommended approval of Zoning Case 15-09 by a vote of 6-0.
- B. Staff recommends **approval** of Zoning Case 15-09 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Cornerstone Properties, LLC

Zoning Case 15-09

At its May 26, 2015 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 0.7 acres from the Light Industrial (LI) District to the Central Business (CB) District. All members of the Commission were present except for Mr. John McKenzie and Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

No one spoke in favor or in opposition of the request.

The Planning & Zoning Commission recommended approval of Zoning Case 15-09, as recommended by staff, by a vote of 6-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Case 15-09 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because: 1) The request is consistent with adopted plans; and 2) The request is consistent with previous zoning approvals, which have established the CB District, along this segment of S. Hamilton Street.

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

**STAFF REPORT
ZONING CASE 15-09
May 26, 2015**

Request	
Applicant: Cornerstone Properties, LLC	Owner: Cornerstone Properties, LLC
Zoning Proposal: To rezone a 0.7-acre parcel	From: LI Light Industrial District
	To: CB Central Business District

Site Information	
Location:	Lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 and 307 S. Hamilton Street).
Tax Parcel Numbers:	Guilford County Tax Parcels 0171525 and 0171526
Site Acreage:	Approximately 0.7 acres
Current Land Use:	Commercial building and parking lot
Physical Characteristics:	The site is fully developed and has no noteworthy features.
Water and Sewer Proximity:	Both a 10-inch City water line and an 8-inch City sewer line are lying adjacent to the site along S. Hamilton Street.
General Drainage and Watershed:	The site is relatively flat and drains in a general northwesterly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 6% or more of the site.
Overlay District:	Randleman Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	CB	Central Business District	Commercial building (Market Showroom)
South:	LI	Light Industrial District	Parking lot
East:	LI	Light Industrial District	Undeveloped (railroad right-of-way)
West:	CB	Central Business District	Commercial building (Market Showroom)

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The site has a Community/Regional Commercial land use designation. This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.

Relevant Area Plan:	<u>Core City Plan</u> The site is identified in the Core City Plan as being within the Showroom District.
Community Growth Vision Statement	This request is not in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Zoning History:	There has been no recent rezoning in this immediate area, the last being in 1999 when the abutting parcel to the north (300 S. Hamilton Street) and a parcel 85 feet to the south (311 S. Hamilton Street) were rezoned to a Conditional Use Central Business (CU-CB) District.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	S. Hamilton Street		Major Thoroughfare	90 ft.
Vehicular Access:	S. Hamilton Street (public road)			
Traffic Counts: (Average Daily Trips)	S. Hamilton Street		1,200 ADT (2013, NC DOT count)	
Estimated Trip Generation:	No data			
Traffic Impact Analysis:	Required		Comment	
	<u>Yes</u>	<u>No</u> X	None	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.			

School District Comment
Not applicable to this zoning case.

Details of Proposal
The property owner desires to expand the existing building on this site and has requested rezoning to the CB District to allow the reduced setback standards permitted by the CB District so as to match the development pattern on the adjacent CB zoned properties to the north and along the opposite side of S. Hamilton Street.

Staff Analysis
The subject site is within that portion of the City generally known as the downtown area. The adopted Land Use Plan Map designates this area as Community Regional Commercial, which permits a wide range of retail or service uses intended to serve the entire community and nearby regional customers. The requested CB District has been firmly established in this area as the abutting parcel to the north and a parcel lying 85 feet south of the zoning site, along the east side of S. Hamilton Street, are currently zoned CU-CB. Also, along the west side of S. Hamilton Street, that entire block, from E. Green Street to E. Russell Street, is zoned CB.

Surrounding uses consist primarily of property used in conjunction with the semi-annual Market event as showroom facilities, parking lots and staging area for delivery vehicles for the Market. The zoning site is currently used as a Market Showroom; which is permitted in the current LI District since the property is located with 1,500 feet of the CB District. The property owner desires to expand the existing building; however, the LI District requires a minimum 35-foot street setback be provided. Whereas, the CB District has no minimum street setback, only that structures be at least 10 feet from the back of the street curb. The current building is nonconforming in regards to building setback; the requested rezoning will allow the building expansion and eliminate the nonconforming setback.

Consistency with Adopted Plans:

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

Staff Comments:

This request will change the zoning of the site to the same district as adjacent properties to the north, south and west. It is consistent with the Land Use Plan designation for the area and does not conflict with any land use policies.

Reasonableness/Public Interest:

An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because: 1) The request is consistent with adopted plans; and 2) The request is consistent with previous zoning approvals, which have established the CB District, along this segment of S. Hamilton Street.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 0.7-acre area to the CB District.

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.

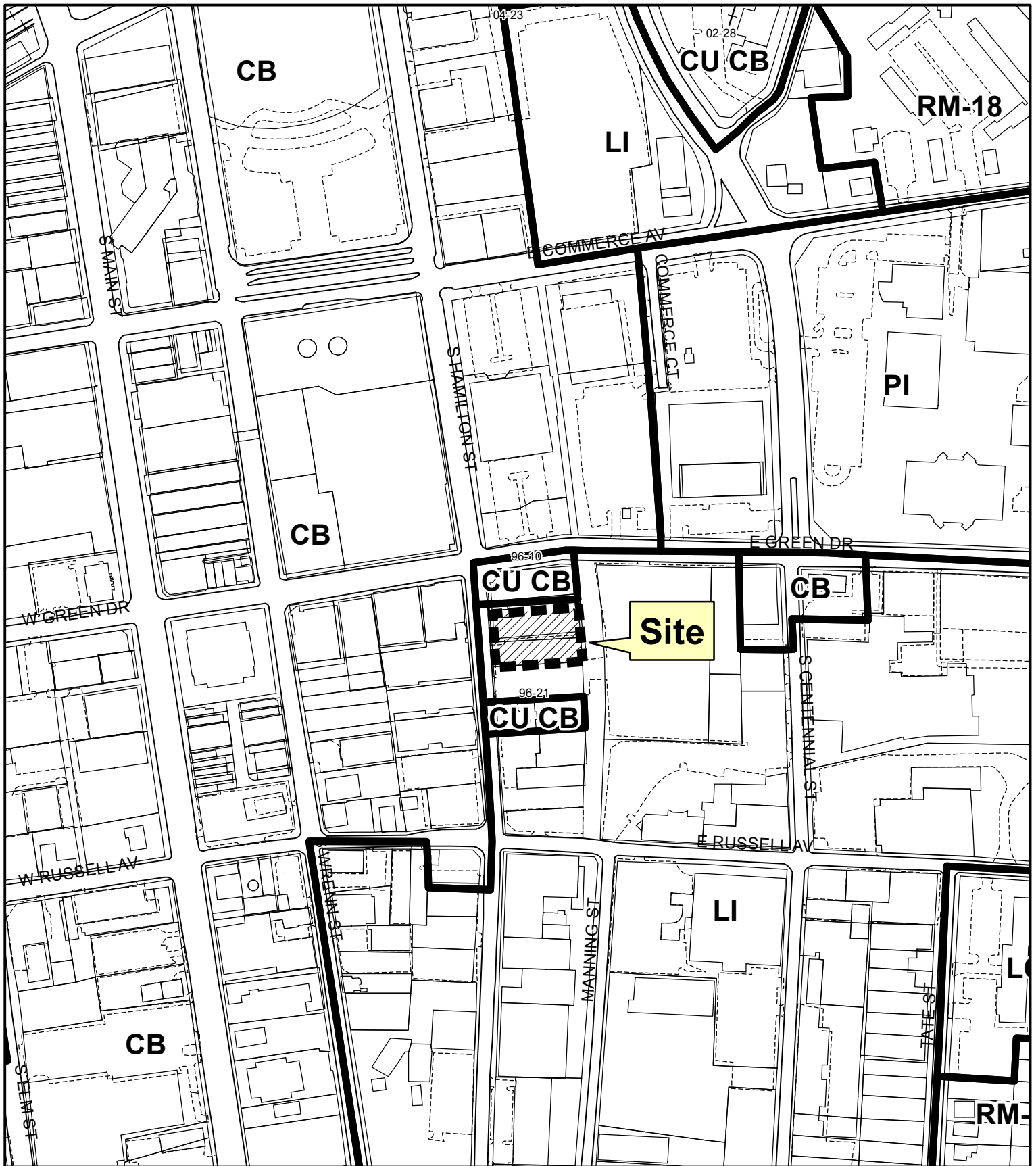
City Council:

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 15-09

From: Light Industrial
To: Central Business

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

**Planning & Development
 Department**

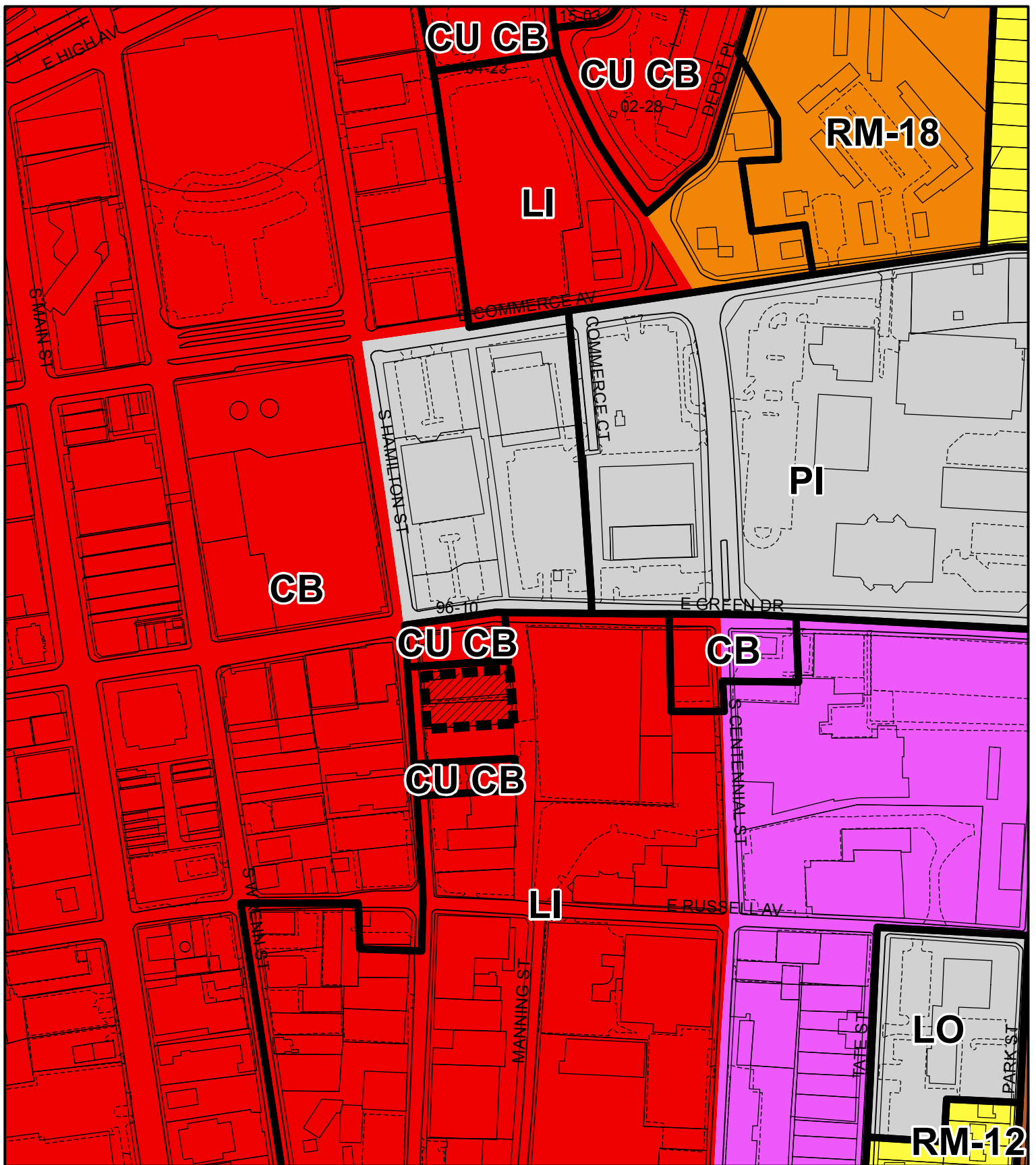
City of High Point

Date: May 26, 2015



Scale: 1"=300'

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ZONING CASE 15-09

Land Use Plan

 Low-Density Residential	 Community/Regional Commercial
 Moderate-Density Residential	 Institutional
 Medium-Density Residential	 Light Industrial
 High-Density Residential	

Planning & Development
Department

City of High Point

Date: May 26, 2015



Scale: 1"=300'

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ZONING CASE 15-09

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: May 26, 2015



Scale: 1"=300'

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ZONING CASE 15-09



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 26, 2015 and before the City Council of the City of High Point on June 15, 2015 regarding **Zoning Case 15-09** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Central Business (CB) District**. The property is approximately 0.7 acres lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 and 307 S. Hamilton Street). The property is also known as Guilford County Tax Parcel 0171525 and 0171526.

SECTION 2

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

SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.

15th day of June, 2015.

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT AGENDA ITEM



Title: Contract Renewal – The Ferguson Group

From: City Manager

Meeting Date: June 15, 2015

Public Hearing: N/A

Advertising Date: n/a

Advertised By:

Attachments: Highlights of Legislative, Policy and Agency Work

PURPOSE:

Approval of contract renewal with The Ferguson Group (TFG) as the City's Washington lobbyist.

BACKGROUND:

The Ferguson Group has served as the Washington Representative to the City of High Point for the past eleven (11) years focusing on securing federal funds for the City's projects.

BUDGET IMPACT:

Funding is appropriated in the 2015-2016 budget

RECOMMENDATION / ACTION REQUESTED:

Council is requested to authorize the appropriate city official and/or employee to execute contract with The Ferguson Group for the period of July 1, 2015 – June 30, 2016.

The City of High Point and The Ferguson Group – Working in Partnership for 11 Years

Return on Investment through March 2015: 35:1

*ROI does not take into account money-saving advocacy and on-call status to respond to urgent or emerging issues.

Recent Highlights of Legislative, Policy and Agency Work

- Drafted and secured \$400,000 EPA Brownfield Assessment Grant award. Ranked as the #1 application in the country by EPA.
- Worked with the congressional delegation and the Interior Department / National Park Service to resolve a land grant issue between High Point University and the City.
- Working with HUD on an issue related to implementation of the Lead Based Paint Hazard Control Grant (Grant award - \$5,475,000).
- Drafted and submitted comments to the Federal Communications Commission regarding preservation of local control related to siting wireless facilities.
- Drafted letters to the congressional delegation outlining High Point's priorities in comprehensive tax reform. Drafted related resolutions for the City's review.
- Drafted letters to the congressional delegation relaying High Point's support for online sales tax legislation.
- Drafted High Point letters of support to the congressional delegation for full funding of HUD's CDBG and HOME programs.
- Organized meeting and follow up with HUD on Planning Grant application for Daniel Brooks Housing Community. Also drafted congressional support letters for the application.
- Worked with the High Point Police Department on a grant application to the Bureau of Justice Assistance for the High Point Offender Focused Domestic Violence Initiative.
- Weekly legislative and grant updates that address local priorities and issues.
- Real-time updates and advocacy alerts on critical legislative and policy action.

Funding Highlights

Federal Authorizations and Appropriations

High Point Greenway	95,000
High Point Police Department's Firing Range Training Facility	502,500
Naturalist Education Garden at Piedmont Environmental Center	200,000
International Furniture Market Transportation Terminal	6,216,000
Airport Area Roadway Network (Sandy Ridge)	8,140,000
I-74/US311 Bypass	10,000,000

Total Authorizations and Appropriations **25,153,500**

Federal Grants (excluding the City's recurring annual CDBG, HOME, Byrne JAG, and other grants)

EPA Brownfield Assessment Grant	400,000
HUD Community Challenge Grant	239,141
High Point Greenway	515,200
Lead Based Paint Hazard Control Grant	5,475,000
Assistance to Firefighter Grant	521,166

Total Federal Grants **7,150,507**

Federal Loans

HUD Section 108 Small Business Loan Pool	3,900,000
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Total Federal Loans **3,900,000**

Approved/Received American Recovery and Reinvestment Act Funds (ARRA)

Energy Efficient and Conservation Block Grant (EECBG)	998,600
Community Development Block Grant (CDBG)	208,721
Police Cars/Mobile Data Terminals	322,921
Transit Shelters/Vehicle	623,500
Sewer Rehab	1,498,500
Deep River Road	1,800,00
Widen Burton Road	450,000
Clinard Farm Road	150,000
NC68/US311 Feasibility Study	400,000
ARRA Total	6,452,242

Total received from 2004-2015 - \$43,056,249

Relationships

- **Federal:** Productive working relationships with Senator Burr and his staff; Cultivating relationships with Representatives Adams and Walker and their staff, and Senator Tillis and his staff; Federal agency contacts at agencies relevant to High Point (such as HUD, DOJ, DHS/FEMA, DOT/FHWA, etc.).
- **State:** Working relationships with state organizations, including the North Carolina League of Municipalities and the North Carolina Metro Mayors Coalition.
- **Local:** Established relationships with High Point staff; cultivating relationships with High Point elected officials.
- As a result of the relationships we have established at the federal, state and local levels, TFG serves as an active conduit between Washington and High Point.

Advocacy and Consulting

- Monitor legislation and regulations that impact the City of High Point; draft letters to the High Point Congressional Delegation when necessary.
- Monitor federal regulations and draft comments when necessary.
- Advocate for funding for priority programs.
- Communicate concerns with federal regulations to agencies and the High Point Congressional Delegation.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("the Agreement") is entered into this 15th day of June, 2015, by and between the CITY OF HIGH POINT, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 ("the City"), and COMMUNITY HOUSING SOLUTIONS OF GUILFORD, INC., a North Carolina non-profit corporation authorized to do business in the State of North Carolina, with a mailing address of P.O. Box 3341, Greensboro, NC 27402.

SERVICES

WHEREAS, the City is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, Community Housing Solutions of Guilford, Inc. has been certified with the City as a Community Housing Development Organization (party hereinafter referred to as "CHDO"), and has submitted a proposal for use of funds for eligible projects under HOME regulations; and

WHEREAS, the City desires to engage CHDO to provide the services described in the attached **Attachment A** ("the Services"). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by CHDO pursuant to the Agreement; and

WHEREAS, CHDO desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and CHDO, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

- A. Provision of and Payment for the Services. CHDO shall provide the Services consistent with the terms of the Agreement. The City shall pay CHDO for the provision of the Services consistent with the terms of the Agreement.
- B. Regulations Governing Use of Funds. The funds to be made available to CHDO by the City under this Agreement are derived from the HOME Investment Partnerships Program funds (hereinafter referred to as "the HOME Program"), which funds are made available to the City by the United States Department of Housing and Urban Development (hereinafter called "HUD"). CHDO acknowledges the source of these funds and agrees to cooperate fully in providing the City any and all information and reports as may be required by the City in order that the City can comply with applicable HOME Program regulations. Set out below are specific requirements imposed on CHDO by the City to ensure compliance with all applicable HOME Program regulations. CHDO acknowledges that there may be additional reports or information which it shall have to provide and additional actions which it may have to take in order to comply with HOME Program rules and regulations. If directed by the City, CHDO agrees to take such additional actions and provide required information.
 - 1. Funds provided to CHDO are to be used exclusively for expenses incurred in the execution of the program proposed for the City's 2015-16 fiscal year, in accordance with

the budget and scope of services attached hereto (Attachment "A") and the qualification as affordable housing homeownership attached hereto (Attachment "B") which are incorporated by reference as if fully set forth herein. Any amendment to this budget, which results in increases or decreases in the total amount of the budget, must be submitted in writing to, and approved by, the City at the time of such amendment. The expenditure of any funds being made available under this agreement for any purpose not authorized by this agreement shall constitute a material breach and will cause CHDO to be in default. It is agreed that sufficient documentation in the form of payroll records, invoices and bills will be maintained by CHDO in order to support authorized expenditures.

2. City will fund CHDO in an amount not to exceed in aggregate **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** for the construction of **two (2) houses in the Southside neighborhood**. Appropriations shall be made for the fiscal year beginning July 1, 2014.

C. Section 3 Clause.

1. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this agreement shall comply with HUD's regulations set forth at 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the code of Federal Regulations. Specifically 24 CFR Part 135.
3. The CHDO is required to send to each labor organization or representative of workers with which the CHDO has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CHDO's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The CHDO is required to include this Section 3 clause in every subcontract subject to compliance with regulations codified at 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CHDO will not subcontract with any subcontractor where the CHDO has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The CHDO is required to certify that any vacant employment positions, including training positions, that are filled (1) after the CHDO is selected but before the contract is executed,

and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the CHDO's obligations under 24 CFR Part 135.

6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD assisted contracts.
- D. Non-Discrimination Under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations including the regulations codified at 24 CFR Part 1, and the Americans with Disabilities Act codified at, 42 U.S.C. §§ 12101 et seq. In the sale, lease or other transfer of land acquired, cleared or improved with the assistance provided under this agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, handicap, familial status, age or national origin in the sale, lease or rental or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO in undertaking its obligation in carrying out the program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
- E. Title VIII of the Civil Rights Act and The Fair Housing Act. In carrying out these programs funded in whole or in part with monies made available under the provisions of this agreement, CHDO will comply with Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and The Fair Housing Act, 42 U.S.C. §§ 3601 et. seq., as amended, and the High Point City Charter Sections 8.30 et seq., as amended, in administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of houses, the financing of housing, or the provision of brokerage services.
- F. Independent CHDO. CHDO is an independent CHDO. CHDO, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and CHDO joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF CHDO

- A. Service Provider's Work. CHDO shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services. CHDO shall utilize no subrecipients to carry out the services to be performed under this Agreement without the written approval of City.
- B. Standard of Care. CHDO shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.
- C. Timeliness of Performance. CHDO shall provide the Services in a timely fashion consistent with the City's scheduling requirements and shall be completed on or before the expiration of the term of this Agreement. The CHDO agrees that, if City conveys lots to CHDO in the implementation

of this Agreement, construction of an affordable house (as same is defined herein) shall begin on those lots conveyed by the City to the CHDO and which are subject to this Agreement within five (5) years of the date of conveyance of lots to CHDO. In the event that construction has not so begun on any such lot within said five (5) year period, then title to said lot shall automatically revert to the City, and the CHDO shall have no further ownership interest therein.

- D. Compliance with Applicable Law. CHDO shall comply with all Federal, State and local laws and ordinances applicable to the Services. CHDO shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. CHDO shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.
- E. CHDO's Representative. Prior to provision of the Services, CHDO shall by written notice to the City designate a representative to act on behalf of CHDO with respect to the Agreement and the Services. CHDO's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon CHDO. If the City requests that CHDO designate a different representative to act on behalf of CHDO with respect to the Agreement and the Services, CHDO will do so within five (5) business days of CHDO's receipt of written notice from the City regarding this request. If CHDO decides to change its designated representative, CHDO will give written notice to the City of its new designated representative.
- F. Warranty. CHDO fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.
- G. Bonds. CHDO shall provide any payment bond or performance bond required by the City. The City will provide written notice to CHDO of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of CHDO's provision of the Services. If the City requests that a payment and/or performance bond be provided by CHDO, the required bond or bonds will be provided by CHDO prior to CHDO's provision of the Services.
- H. Performance Report. CHDO shall provide the City with a quarterly performance report for each year that this agreement continues in effect, or that CHDO utilizes funds made available under this agreement. Such report will cover the preceding quarterly period, and shall include at the minimum the following information:
 - 1. Progress on planned activities to include amount of funds obligated and expended and steps taken to carry out funded activity.
 - 2. Assessment of the effectiveness of the funded activity.
 - 3. Analysis of the persons actually benefited by the funded activity.

Said reports due dates are the fifteenth (15th) of the month after each calendar quarter covering the previous quarter's activities. It is anticipated that all work shall be completed within 365 days of the date of the signing of this Agreement.

The City shall provide CHDO the format of such report.

- I. Program Income. Proceeds from the sale of real or personal property, either provided by the City or purchased in whole or in part with funds made available under this agreement, shall be handled in accordance with OMB Circular A-102 pertaining to property management.
- J. Financial Management Standards. CHDO shall provide a financial management system that shall provide for the following:
1. Records that identify adequately the source and application of funds for grant-support activity. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 2. Effective control over and accountability for all funds, property and other assets. CHDO shall safeguard all such assets and shall assure that they are used solely for authorized purposes.
 3. Comparison of actual outlays with budgeted amounts made available under this agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the City.
 4. Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement to CHDO by the City whenever funds are advanced by the Federal Government. Whenever advances are made by a letter of credit method, CHDO shall assist the City in making drawdowns from the U.S. Treasury as close as possible to the time of making the disbursements to CHDO.
 5. Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of OMB Circular A-122.
 6. Accounting records that are supported by source documentation.
 7. Examinations in the form of audits or internal audits shall be required. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of the funds made available under this agreement, to produce unbiased opinions, conclusions or judgments. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant and this agreement. They should be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions. Examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions as well as compliance with the terms and conditions of this agreement.
 8. Audits will be conducted annually unless CHDO is otherwise directed by the City.
 9. A systematic approach to assure timely and appropriate resolution of audit finding and recommendations.

Any deficiencies revealed by said audit shall be corrected or resolved to the satisfaction of the City within a period not to exceed three months of receipt of audit findings and recommendations, or sooner if in the sole discretion of the City circumstances so require.

- K. Allowable Costs. It is anticipated that the terms of this agreement shall specify the permitted uses of funds made available to CHDO. In no event will any funds made available under this agreement be used to pay a cost that is not allowed under the provisions of OMB Circular A-122.

Specifically excluded as allowable costs under OMB A-122 include but are not limited to the following: all costs incurred for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts, bequests and similar expenses incurred solely to raise capital or obtain contributions.

In addition to all other records required under OMB A-122, CHDO shall maintain payroll records that clearly identify the percentage of each employee's time allocated to organize fund raising. No part of the funds made available under this agreement shall be used to meet payroll costs attributable to organized fund raising.

All costs incurred by CHDO which are later determined by an audit or otherwise to be disallowed costs, under the provisions of OMB Circular A-122, shall be refunded in full by CHDO to the City.

- L. Cash Depositories. All funds advanced to CHDO by the City under the provisions of this agreement must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

Consistent with the national goal of expanding the opportunities of minority business enterprises, CHDO is encouraged to use minority banks (a bank that is owned at least 50% by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

- M. Provisions Governing Use and Disposition of Real and Personal Property. Title to real property, the purchase of which is paid with funds made available in this agreement, shall vest in the City of High Point unless provided otherwise in this agreement.

The following provisions shall govern the use and disposition of all personal property acquired by CHDO with HOME Program Funds made available by the City under the provisions of this agreement.

1. Title to all personal property acquired with HOME Program Funds shall vest in the City.
2. CHDO shall maintain property records of all property acquired with HOME Program Funds which shall be maintained accurately and shall include:
 - a. A description of the property.
 - b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number;
 - c. Acquisition date and cost;
 - d. Location, use and condition of the property and the date the information was reported;

- e. Such records shall be retained for three years after final disposition of the property.
 3. A physical inventory of all property acquired and held by CHDO with HOME Program Funds will be submitted to the City on June 30th following execution of this agreement and annually on June 30th of each year thereafter that CHDO continues in existence and receives HOME Program Funds from the City or utilizes personal property acquired with HOME Program Funds made available by the City, as requested by the City.
 4. CHDO shall establish a control system to ensure adequate safeguards to prevent loss, damage or theft to property acquired with funds made available under this agreement.
 5. Adequate maintenance procedures shall be implemented to keep the property in good condition.
 6. No personal property acquired by CHDO with HOME Program Funds, except that consumed in the ordinary course of business, shall be disposed of, conveyed, granted, sold or given away by CHDO. All personal property acquired with HOME Program funds no longer required by CHDO, or the useful life of which has expired, shall be returned to the City. In the event the CHDO is dissolved for any reason whatsoever, all personal property acquired with HOME Program Funds and held by CHDO shall be returned to the City with a complete inventory to be submitted upon the return of such property.
- N. Procurement Standards. This paragraph provides standards for use by CHDO in establishing procedures for the procurement of supplies, equipment, construction and other services with the funds made available under the provisions of this agreement.

The CHDO shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

1. All such construction or repair work contracts and purchases or apparatus, supplies, materials or equipment shall also conform with all other applicable provisions of Article 8, Chapter 143 of the North Carolina General Statutes.
2. The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the program supported with the funds made available under this agreement.

The "cost-plus-a-percentage-of-costs" method of contracting shall not be used in any agreement utilizing any part of the funds made available to CHDO under the provisions of this agreement.

3. Proposed procurement actions shall be reviewed by CHDO's Officials and/or Directors to avoid purchasing unnecessary or duplicates of the items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

4. New invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement, and when so used the specific features of the named brand which must be met by offers should be clearly specified.
5. Procurement records or files for purchases in amounts in excess of \$5,000 shall provide at least the following pertinent information: CHDO selection and the basis for the cost.
6. A system for contract administration shall be maintained to ensure CHDO conformance with the terms, conditions, specifications of the contract or order, and to ensure adequate and timely follow-up of all purchases.
7. Activities and contracts not subject to Executive Order 11246, As Amended. In carrying out all contracts having a value of \$10,000 or less, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this non-discrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. CHDO shall incorporate the foregoing requirements of this paragraph in all of its contracts with program work, except contracts governed by paragraph 17.8 of this section, and will require all of its CHDOs for such work to incorporate such requirements in all subcontracts for program work.
8. Contracts subject to Executive Order 11246, As Amended. All contracts of the CHDO having a value of more than \$10,000 shall be subject to HUD equal employment opportunity regulations set forth in 41 CFR Part 60, applicable to HUD assisted construction contracts. CHDO shall cause a requirement to be inserted in full in any non-exempt contract and subcontract for construction work and modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this agreement, the following opportunity clause:

"During the performance of this contract, the CHDO agrees as follows:

- 1) The CHDO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The CHDO will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, age, familial status or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CHDO agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

- 2) The CHDO will, in all solicitations for advertisement for employees placed by or on behalf of the CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap.
 - 3) The CHDO will send to each labor union or representative of workers for which he has collective bargaining agreements or other contracts or understandings, a notice to be provided by the Contract Compliance Officer advising said labor union or workers' representative of the CHDO's commitment under this section and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
 - 4) The CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations set forth in 41 CFR Part 60, and all other rules and regulations and relevant orders of the Secretary of Labor.
 - 5) The CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and supplemented by Department of Labor regulations set forth in 41 CFR Part 60.
 - 6) In the event of the CHDO's noncompliance with nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and supplemented by Department of Labor Regulations set forth in 41 CFR Part 60.
 - 7) The CHDO will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraph 1) through 6) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended so that each such provision shall be binding upon every subcontractor or vendor. The CHDO will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CHDO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the CHDO may request the United States to enter into such litigation to protect the interest of the United States."
9. Copeland "Anti-Kick Back" Act. All contract and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874) as supplemented by the Department of Labor Regulations, set forth in 29 CFR Part 3. This Act provides that each CHDO shall be prohibited from inducing, by any means, any person employed in the construction prosecution, completion or repair work carried out with funds made available by this agreement, to give up any part of the compensation to which he was otherwise entitled. The CHDO shall report all suspected or reported violations to the City.

10. Davis-Bacon Act. All construction contracts awarded by CHDO in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5). Under this Act, CHDOs shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage as specified in a wage determination made by the Secretary of Labor. In addition, CHDOs shall be required to pay wages not less often than once a week. CHDO shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. CHDO shall report all suspected or reported violations to the City.
11. Small/Minority-Owned Businesses. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to ensure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The CHDO shall take similar appropriate affirmative action in support of women's business enterprises. CHDOs are encouraged to procure goods and services from labor surplus areas.
12. The City shall approve CHDO's proposed contracts and related procurement documents in the following circumstances:
 - a. The procurement is expected to exceed \$5,000 and is to be awarded without competition or only one bid or offer is received in response to solicitation and authorized by law;
 - b. The procurement expected to exceed \$5,000 specifies a "brand name" product;
 - c. The CHDO'S procurement procedures or operation fails to comply with one or more of the significant aspects of this paragraph.
13. All contracts of CHDO other than purchases of less than \$5,000 shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where CHDOs violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
14. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the CHDO including the manner in which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CHDO.
15. Contracts, subcontracts and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency Regulations, which prohibits use under non-exempt federal contracts, grants or loans of facilities included upon the EPA list of violating facilities. The provisions shall require reporting of violations.

- O. Energy Star Qualifications. CHDO agrees to construct homes that meet ENERGY STAR qualifications. New homes must meet strict guidelines for energy efficiency set by the U.S. Environmental Protection Agency.
- P. Section 92.351 Affirmative Marketing. CHDO must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance provided with HOME funds.)
- Q. Section 92.355 Lead-Based Paint. CHDO must comply with lead hazard control regulations. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of the title.
- R. Additional Provisions. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55), the following provisions are added to this contract:
 - 1. The City may be required to repay any HOME funds invested in projects that are not completed within four (4) years of the date of the City's written agreement with HUD. This may result in the recapture of HOME-assisted investments by the City in affected projects, including conveyed property and HOME-assisted funding advances associated with each affected project.
 - 2. CHDO shall ensure that the City has sufficient information to determine (1) each project's feasibility (underwriting); (2) the CHDO's development/management capacity and fiscal soundness; and (3) the market need for each project.
 - 3. CHDO shall convert any project associated with this Agreement or any associated Amendments that has not been sold to an eligible homebuyer within six months of construction completion to a HOME-assisted rental unit.

SECTION III. RESPONSIBILITIES OF THE CITY

- A. Payment to CHDO. The City shall make payments to CHDO for the Services consistent with the Agreement.
- B. The City's Representative. Prior to CHDO's provision of the Services, the City shall by written notice to CHDO designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to CHDO of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

- A. Term. The term of the Agreement is **nine (9) months** from the date designated by the City for CHDO to begin provision of the Services ("the Commencement Date").
- B. The Commencement Date. The Commencement Date is **July 1, 2015**.
- C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and CHDO can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

- A. Total Payment. The City will pay CHDO the total amount not to exceed **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** for CHDO's full provision of the Services. Any modifications to this total payment must be agreed to in writing by all parties.

- B. Invoices.

- 1. Draw Requests. CHDO shall be entitled from time to time during the term of this Agreement to request draws in an amount not to exceed in aggregate **Two Hundred Eighty Seven Thousand and Thirty-Eight dollars (\$287,038.00)** prior to or before **March 31, 2016**.

With each application for a draw, CHDO shall provide the City with a detailed description of the allowable expenses incurred by CHDO and for which expenses the requested draw is intended to reimburse CHDO. The application shall include evidence of bills paid or invoices of expenses incurred and to be paid with the requested draw. The City shall pay CHDO only for the amount of those expenses which are approved by the Director of Community Development & Housing Department, City of High Point, or his designee.

- 2. Timing of Invoices. CHDO shall submit invoices to the City in a form acceptable to the City on a periodic basis during CHDO's provision of the Services.
 - 3. Information Required in Invoices. Each invoice submitted to the City by CHDO shall contain sufficient information regarding the work covered by the invoice and the amount charged by CHDO for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement.
 - 4. Submission of Invoices. Invoices shall be submitted by CHDO to the City as follows:

- a. Invoices hand delivered, mailed, faxed, or emailed to the City shall be sent to:

The City of High Point
Accounts Payable
Att'n: Community Development and Housing Department
211 S. Hamilton Street, Room 312
P.O. Box 230, High Point, NC 27261

Fax: (336) 883-3355
Email: richard.fuqua@highpointnc.gov

- b. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to CHDO. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by CHDO to the reasonable satisfaction of the City. CHDO shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.
5. Prohibition Against Payments of Bonus or Commission. The assistance provided under this agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.
6. Retention of Records. All financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained for a period of three (3) years with the following qualifications:
 - a. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records have been resolved.
 - b. Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this agreement shall be retained for three years after final disposition of said property.

The Secretary of HUD, Comptroller General of the United States, City Manager, or his designee, of the City of High Point and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of CHDO to make audits, examinations, excerpts and transcripts.

SECTION VI. TERMINATION

- A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to CHDO, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with CHDO's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general

assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with thirty (30) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from CHDO; or (ii) otherwise breaching a material term of the Agreement.

- B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, CHDO shall be paid for the portion of the Services satisfactorily provided by CHDO through the date upon which written notice of the City's termination is sent to CHDO.
- C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.
- D. Post-Termination Obligations. Upon any termination of the Agreement, CHDO shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by CHDO in the provision of the Services.
- E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

- A. General Indemnification. CHDO shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to CHDO's provision of the Services.
- B. Intellectual Property Indemnification. If any aspect of the Services provided by CHDO pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, CHDO shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. CHDO shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

- A. Types and Amounts of Insurance. CHDO shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and

effect at all times from the Commencement Date of the Agreement until three (3) years after completion of CHDO's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;
 2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of CHDO under this Agreement;
 3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;
 4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by CHDO for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and
 5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate (if applicable).
- B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by CHDO pursuant to the Agreement.
- C. Certificates of Insurance. CHDO, prior to CHDO's provision of the Services, will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

SECTION IX. DISPUTE RESOLUTION

- A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.
- B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford

County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

- C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of CHDO to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by CHDO's default, continue to pay CHDO undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and CHDO at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point
Att'n: Community Development and Housing Department
P.O. Box 230
High Point, NC 27260

Notice to CHDO:

Address for hand-delivery or mailing:

Community Housing Solutions of Guilford, Inc.
Att'n: President/Executive Director
P.O. Box 3341
Greensboro, NC 27402

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. STATUTORY AND ADMINISTRATIVE REQUIREMENTS

CHDO will perform within the same Federal regulations, and administrative laws required of the City, which include but are not limited to the following and other regulations described in HUD regulations 24 CFR Part 570 Subpart K:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- Section 3 of the Housing and Urban Development Act of 1968, as amended;
- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- The labor standard requirements as set forth in 24 CFR Part 570, Subpart K on HUD regulations issued to implement such requirement;
- The regulations, policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 as they relate to the acceptance and use of Federal funds under this federally-assisted program;
- OMB Circular A-87, and 24 CFR Part 85 requirements as they relate to new administrative requirements; and
- The prohibition against employing, awarding contracts, to or engaging the services of any CHDO or subcontractor debarred, suspended, or ineligible for participation in federally assisted projects funds under 24 CFR Part 24.

SECTION XII. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this contract and the City, HUD and/or representatives of the Comptroller General shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data, relating to all matters covered by this contract.

Unfavorable, uncooperative, or delayed reaction will be adequate reason for the City to withhold or delay, any or all advances or reimbursements, until any questions or differences are resolved to meet Federal, State and local laws, regulations, administrative requirements (or needs) at the option of the City. Delays or advances or reimbursements do not reduce the time requirements of the CHDO's required reports.

SECTION XIII. CONFLICT OF INTEREST

CHDO and the City covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any degree with the performance of services under this contract. It is further covenanted that in the performance of this contract, no persons having any such interest shall be employed or involved in a decision making position or allowed to participate in the process so as to gain inside information with regard to such activities. Further, no one involved may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

SECTION XIV. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification (Standard Form-LLL) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required Standard Form-LLL shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION XV. CONDITIONS FOR RELIGIOUS AFFILIATIONS

In addition to, and not in substitution for, other provisions of this contract regarding the provision of public services with federal funds, CHDO agrees that in connection with this contract:

- A. it will not discriminate against any employee, applicant, or participant on the basis of religion and will not limit employment or give preference in employment or participation to persons on the basis of religion;

- B. it will not discriminate against persons applying for such services or participating on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- C. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services in connection with this project; and
- D. it will not facilitate any religious activities or actions in connection with this contract.

SECTION XVI. MISCELLANEOUS

- A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).
- B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor CHDO shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.
- C. Minor Changes in the Services. The City and CHDO agree that the City is entitled to request minor changes in the Services to be provided by CHDO under the Agreement, and that CHDO will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and CHDO, or through the claim resolution process set forth herein. CHDO may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

- D. Disclosure. CHDO agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. CHDO also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.
- E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by CHDO shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by CHDO and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by CHDO.
- F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

- G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.
- H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.
- I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.
- J. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.
- K. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the Agreement.
- L. Underlying Grant Conditions and Regulations. This agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina, or any agencies or subdivisions thereof to finance in part or in whole this agreement. This agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the City remains fully obligated to the original source of such funds notwithstanding the designation of CHDO as the third party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the City and in turn is being appropriated to CHDO under this agreement. CHDO is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the City and which are deemed necessary by the funding agency and/or the City to insure that the program with respect to which assistance is being provided under this agreement is carried out in accordance with the City's assurances and certifications to the original source of such funds. Such assurances include, but are not limited to representation; the use of such funds will fully comply with all applicable environmental laws, rules and regulations and that the funds will be used in a nondiscriminatory manner. Wherever possible, such grant agreements and the laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement but such listing is not intended to be exclusive.

It is expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this agreement are derived at least in part from federal grant sources. To the extent of such funds, the City is dependent upon these outside agencies for the funds. Upon the City's failure or refusal to continue or complete such agreement, the City will not be held liable for damages approximately resulting from such delay, reduction or elimination of funds to be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally contemplated when this agreement was first signed.

- M. Grantor Recognition. The CHDO shall ensure recognition of the role of the City as the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.
- N. Liens and Indemnification. CHDO agrees that it will post a bond with the Clerk of Superior Court to discharge any lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise against any property it constructs or owns in the performance of this Agreement, and agrees to post the required bond within five (5) days of oral or written notice of the existence of such lien being given to CHDO by the City. Further, CHDO agrees that in the performance of this Agreement no property will be sold by CHDO to a third party while a lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise encumbers the property. CHDO agrees to indemnify and hold harmless the City from any claims, actions, liability, judgments or any other loss or expense whatsoever, including the payment of reasonable attorney's fees, arising out of CHDO's performance of this Agreement, including but not limited to CHDO's failure to comply with the requirements of this Section.
- O. E-Verify. On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on CHDOs who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If CHDOs are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

<http://canons.sog.unc.edu/?p=7284>

STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT

CITY OF HIGH POINT

I, Eugene C Brown (the individual attesting below), being duly authorized by and on behalf of Community Housing Solutions of Guilford, Inc (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or

b. NO X

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 26 day of June, 2015.

Eugene C Brown
Signature of Affiant

Print or Type Name: Eugene C Brown

State of NC County of Guilford

Signed and sworn to (or affirmed) before me, this the 26

day of June, 2015.

My Commission Expires:

3-21-18

Brenda Richardson

Notary Public

(Affix Official/Notarial Seal)

BRENDA RICHARDSON
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 3-21-18

Signature Page for Incorporated Firms

IN WITNESS WHEREOF, the City and CHDO have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Community Housing Solutions of Guilford, Inc.
Service Provider

By: Eugene C. Brown
President

Eugene C. Brown
Name above (Typed or Printed)

Title: President & Executive Director

823 N. Elm Street, Suite 102
Street Address

Greensboro, North Carolina 27401
City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the 26th day of June, 2015

Community Housing Solutions of Guilford, Inc.
Corporate Name

By: Eugene C. Brown
President (Signature)

Attest: Carolyn McArthur
Secretary (Signature)

(SEAL)

STATE OF NC

COUNTY OF Guilford

I, Brenda Richardson, a Notary Public of the County and State aforesaid, certify that Carolyn McGovern personally came before me this day and acknowledge that he/she is the Secretary of Comm. Housing Sol. a corporation organized in the state of NC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the 26 day of June, 2015.

Brenda Richardson (Notary Public)

My Commission Expires: 3-21-18

BREND(RICHARDSON)
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 3-21-18

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

Lisa Vierling
Lisa Vierling, City Clerk



By: Greg Demko

Greg Demko, City Manager

**APPROVAL BY DIRECTOR, COMMUNITY DEVELOPMENT &
HOUSING DEPARTMENT**

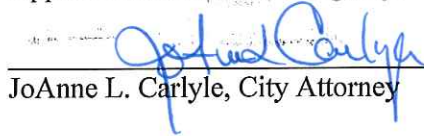


Michael E. McNair, Director

Date: 6-26-15

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:



JoAnne L. Carlyle, City Attorney

Date: 6/29/15

APPROVAL BY FINANCE OFFICER

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



Jeffrey A. Moore, Director of Financial Services

Date: 7/6/2015

ATTACHMENT "A"

SCOPE OF SERVICES

A. NATIONAL OBJECTIVES

The CHDO certifies that the activities carried out with funds provided under this Agreement will meet one of the HOME Investment Partnership Program's national objectives codified at 24 CFR Part 92.1:

- To expand the supply of decent, safe, sanitary and affordable housing; and
- To strengthen public private partnerships.

B. ELIGIBILITY OF ACTIVITY

The activities described in this agreement are eligible for funding subject to the HOME Program guidelines codified at 24 CFR Part 92.205.

C. TARGET POPULATION

This program is intended to assist low to moderate-income first-time homebuyers interested in buying a home in the Southside area of the City of High Point.

D. PRIMARY OBJECTIVE

The Primary Objective of this Agreement is to assist the CHDO in the construction of **two (2) affordable houses** for low to moderate income homebuyers. The City shall retain ownership of the properties and make them available to participants in the City's Lease Purchase Program.

Prior to the commitment or commencement of any activity, the CHDO agrees to appraise the City of its intentions and plans to encumber the funds to be provided under this Agreement.

E. BUDGET AND USE OF FUNDS: \$287,038.00

The CHDO HOME allocation in the amount of **\$287,038.00** can only be used to reimburse the CHDO for the construction of two (2) houses in the Southside area of the City. The addresses for new construction and the maximum disbursement amounts for each address under this contract are given below:

Address	Maximum Disbursement Amount	Approved House Plan
809 George Place	143,125.00	Fisher III
811 George Place	143,913.00	Warren III
Total	\$287,038.00	

CHDO shall use funds totaling not to exceed **\$287,038.00** to pay such reasonable and normal housing development costs as follows:

Hard Costs:

- Building materials and labor
- Site preparation and improvements
- Demolition of structures
- Water and sewer taps

These funds will be restricted to the aforementioned costs incurred in the development of affordable housing in the Southside area of the City of High Point.

F. PRODUCTION SCHEDULE

The production schedule for this Agreement is as follows:

Address	Start Date
809 George Place	July 1, 2015
811 George Place	July 1, 2015

G. RESALE/RECAPTURE

City will utilize resale procedures to ensure continued occupancy of HOME assisted properties pursuant 24 CFR 92.254(a)(5)(i).

H. HOUSING DESIGNS

Housing designs and site plans must be submitted by CHDO to the Director of Community Development and Housing or his designee for approval. Based on predevelopment meetings with CHDO, the CITY has approved the following plans based on the Tightlines Small House Designs:

- The Warren III
- The Fisher III

Additional designs may be added upon approval by CITY. Illustrations of the approved designs are contained in Attachment C. More detailed information on the designs can be found at www.tightlinesdesigns.com.

ATTACHMENT "B"

QUALIFICATION AS AFFORDABLE HOUSING: HOMEOWNERSHIP

§92.254 Qualification as affordable housing: Homeownership.

(a) *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single family housing.

(2) The housing must be modest housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

(ii) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

(iii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for the rehabilitation of owner-occupied single-family properties, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration (FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

(A) The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey.

(B) Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one-month reporting period; for 250 through 499 sales per month, a 2-month reporting period; for less than 250 sales per month, at least a 3-month reporting period. The data must be listed in ascending order of sales price.

(C) The address of the listed properties must include the location within the participating jurisdiction. Lot, square, and subdivision data may be substituted for the street address.

(D) The housing sales data must reflect all, or nearly all, of the one- family house sales in the entire participating jurisdiction.

(E) To determine the median, take the middle sale on the list if an odd number of sales, and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price.

(3) The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with §92.252. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling.

(4) *Periods of affordability.* The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

(5) *Resale and recapture.* The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) *Resale.* Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low- income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

(A) Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism

to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

(B) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under §91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

(ii) *Recapture*. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section. Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

(A) The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is

subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

(1) *Recapture entire amount.* The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.

(2) *Reduction during affordability period.* The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

(3) *Shared net proceeds.* If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{HOME amount to be recaptured}$$

$$\frac{\text{homeowner investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{amount to homeowner}$$

(4) *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

(5) *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.

(6) *Special considerations for single-family properties with more than one unit.* If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply

only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of §92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of §92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of §92.254.)

(7) *Lease-purchase.* HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

(8) *Contract to purchase.* If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

(9) *Preserving affordability of housing that was previously assisted with HOME funds.*

(i) To preserve the affordability of HOME-assisted housing a participating jurisdiction may use additional HOME funds for the following costs:

(A) The cost to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or at the foreclosure sale. (The foreclosure costs to acquire housing with a HOME loan in default are eligible. However, HOME funds may not be used to repay a loan made with HOME funds.)

(B) The cost to undertake any necessary rehabilitation for the housing acquired.

(C) The cost of owning/holding the housing pending resale to another homebuyer.

(D) The cost to assist another homebuyer in purchasing the housing.

(ii) When a participating jurisdiction uses HOME funds to preserve the affordability of such housing, the additional investment must be treated as an amendment to the original project. The housing must be sold to a new eligible homebuyer in accordance with the requirements of §92.254(a) within a reasonable period of time.

(iii) The total amount of the original and additional HOME assistance may not exceed the maximum per unit subsidy amount established under §92.250. Alternatively to charging the cost to the HOME program under §92.206, the participating jurisdiction may charge the cost to the HOME program under §92.207 as a reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount. To the extent administrative funds are used, they may be reimbursed, in whole or in part, when the housing is sold to a new eligible homebuyer.

(b) *Rehabilitation not involving acquisition.* Housing that is currently owned by a family qualifies as affordable housing only if:

(1) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and

(2) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing.

(c) *Ownership interest.* The ownership in the housing assisted under this section must meet the definition of “homeownership” in §92.2, except that housing that is rehabilitated pursuant to paragraph (b) of this section may also include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the following conditions. The participating jurisdiction has the right to establish the terms of assistance.

(1) *Inherited property. Inherited property with multiple owners:* Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The participating jurisdiction may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).

(2) *Life estate.* The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The participating jurisdiction may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.

(3) *Inter vivos trust, also known as a living trust.* A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The participating jurisdiction may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.

(4) *Beneficiary deed.* A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the grantee beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The participating jurisdiction may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

(d) *New construction without acquisition.* Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

(e) *Providing homeownership assistance through lenders.* Subject to the requirements of this paragraph (e), the participating jurisdiction may provide homeownership assistance through for-profit or nonprofit lending institutions that provide the first mortgage loan to a low-income family.

(1) The homeownership assistance may be provided only as specified in a written agreement between the participating jurisdiction and the lender. The written agreement must specify the forms and amounts of homeownership assistance that the participating jurisdiction authorizes the lender to provide to families and any conditions that apply to the provision of such homeownership assistance.

(2) Before the lender provides any homeownership assistance to a family, the participating jurisdiction must verify that the family is low-income and must inspect the housing for compliance with the property standards in §92.251.

(3) No fees (e.g., origination fees or points) may be charged to a family for the HOME homeownership assistance provided pursuant to this paragraph (e), and the participating jurisdiction must determine that the fees and other amounts charged to the family by the lender for the first mortgage financing are reasonable. Reasonable administrative costs may be charged to the HOME program as a project cost. If the participating jurisdiction requires lenders to pay a fee to participate in the HOME program, the fee is program income to the HOME program.

(4) If the nonprofit lender is a subrecipient or CHDO that is receiving HOME assistance to determine that the family is eligible for homeownership assistance, but the participating jurisdiction or another entity is making the assistance to the homebuyer (e.g., signing the documents for the loan or the grant), the requirements of paragraphs (e)(2) and (3) of this section are applicable.

(f) *Homebuyer program policies.* The participating jurisdiction must have and follow written policies for:

(1) Underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership;

(2) Responsible lending, and

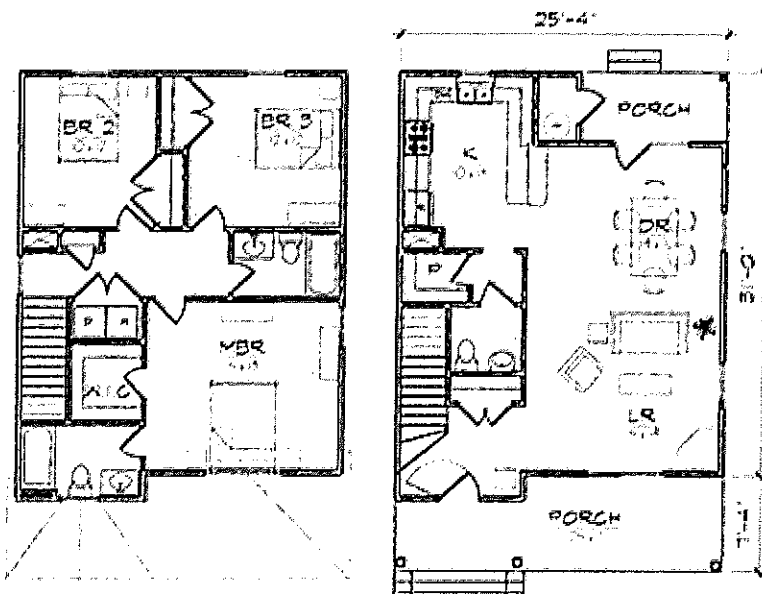
(3) Refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

ATTACHMENT "C" Approved House Plans



Fisher III

square footage.	1496 sq ft
bedrooms.	3
bathrooms.	2.5
stories.	2
width.	25' 4"
depth.	38' 4"
1st floor ceiling height.	9' 0"
2nd floor ceiling height.	8' 0"
roof pitch.	8/12



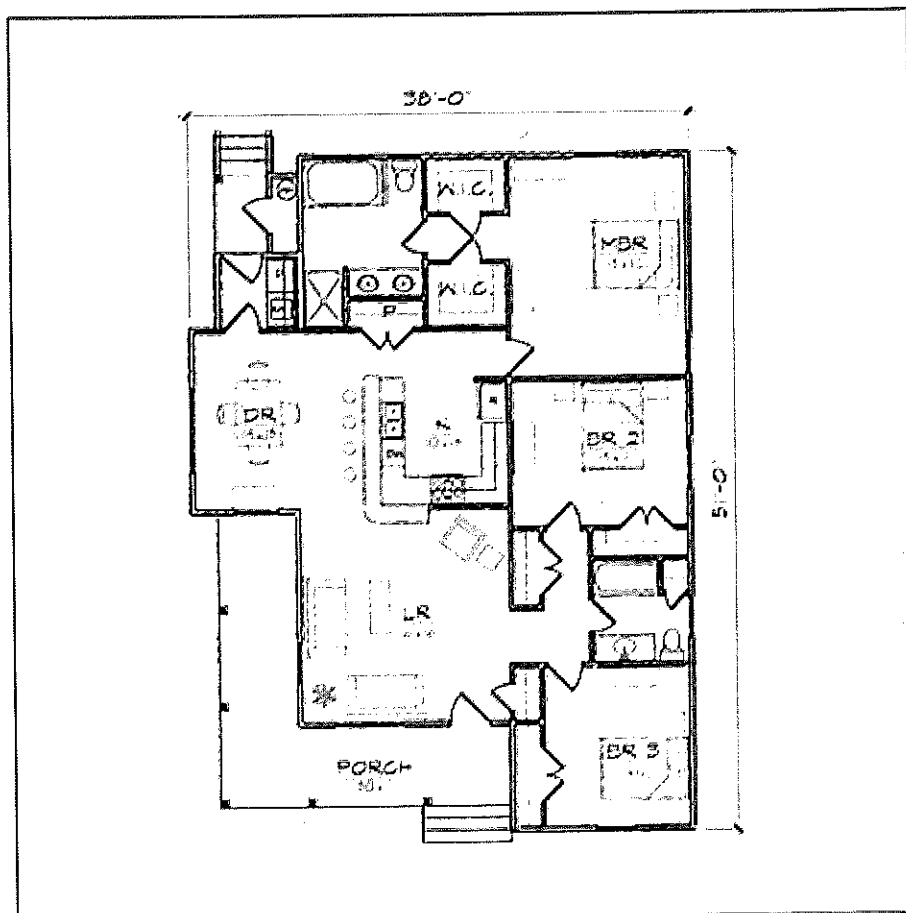
This two story turn of the century style house of 1496 square feet features a large open living and dining area, spacious kitchen and a private master bedroom suite, and includes a total of three bedrooms, two full bathrooms and a laundry room, a powder room and U-shaped kitchen with a breakfast bar that opens to the dining room. The Queen Anne inspired exterior offers a hip roof, a full front porch with a hip roof and gabled entry, covered rear porch, and exterior storage room. At 25'4" in width, it is ideally suited for a narrow lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



Warren III

square footage.	1545 sq ft
bedrooms.	3
bathrooms.	2.5
stories.	1
width.	38' 0"
depth.	51' 0"
1st floor ceiling height.	9' 0"
roof pitch.	8/12



This single story Folk Victorian style house of 1545 square feet features a spacious living room, separate dining area and a private master bedroom suite with double closets. This open floor plan includes a total of three bedrooms, two full bathrooms, a laundry area and a centralized U-shaped kitchen with a breakfast bar that opens to the dining room. The historically inspired exterior offers a hip roof with side gables, wrap around front porch, covered rear porch, and exterior storage room. This design is ideal for a corner lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF RESTATEMENT

OF

HOUSING GREENSBORO, INC. WHICH CHANGED ITS NAME TO COMMUNITY HOUSING SOLUTIONS OF GUILFORD, INC.

the original of which was filed in this office on the 6th day of September, 2013.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed my official seal at the City
of Raleigh, this 6th day of September, 2013.

Elaine F. Marshall

Secretary of State

Certification# C201324200018-1 Reference# C201324200018-1
Verify this certificate online at www.secretary.state.nc.us/verification



COMMU07

OP ID: M4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2015

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

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

PRODUCER Senn Dunn - High Point 1400 Eastchester Drive, St 200 High Point, NC 27265 Small Business Accounts - HP		CONTACT NAME: Small Business Accounts - HP PHONE (A/C, No, Ext): 336 878 7800 FAX (A/C, No): 336 841 5319 E-MAIL ADDRESS:		
INSURED Community Housing Solutions Gene Brown P.O. Box 3341 Greensboro, NC 27402		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Builders Mutual Ins. Co.		10844
		INSURER B: Sentinel Insurance Company		11000
		INSURER C: Hartford Insurance Group		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PCP000051005	04/27/2015	04/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			22UECNN7050	08/23/2014	08/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMB003249500	07/01/2015	04/27/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCP103155308	04/27/2015	04/27/2016	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Employee Dishonest			22BDDDEM9232	04/01/2015	04/01/2016	100,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Byg Mc2

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 26, 2015 and before the City Council of the City of High Point on June 15, 2015 regarding **Zoning Case 15-09** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Central Business (CB) District**. The property is approximately 0.7 acres lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 and 307 S. Hamilton Street). The property is also known as Guilford County Tax Parcel 0171525 and 0171526.

SECTION 2

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

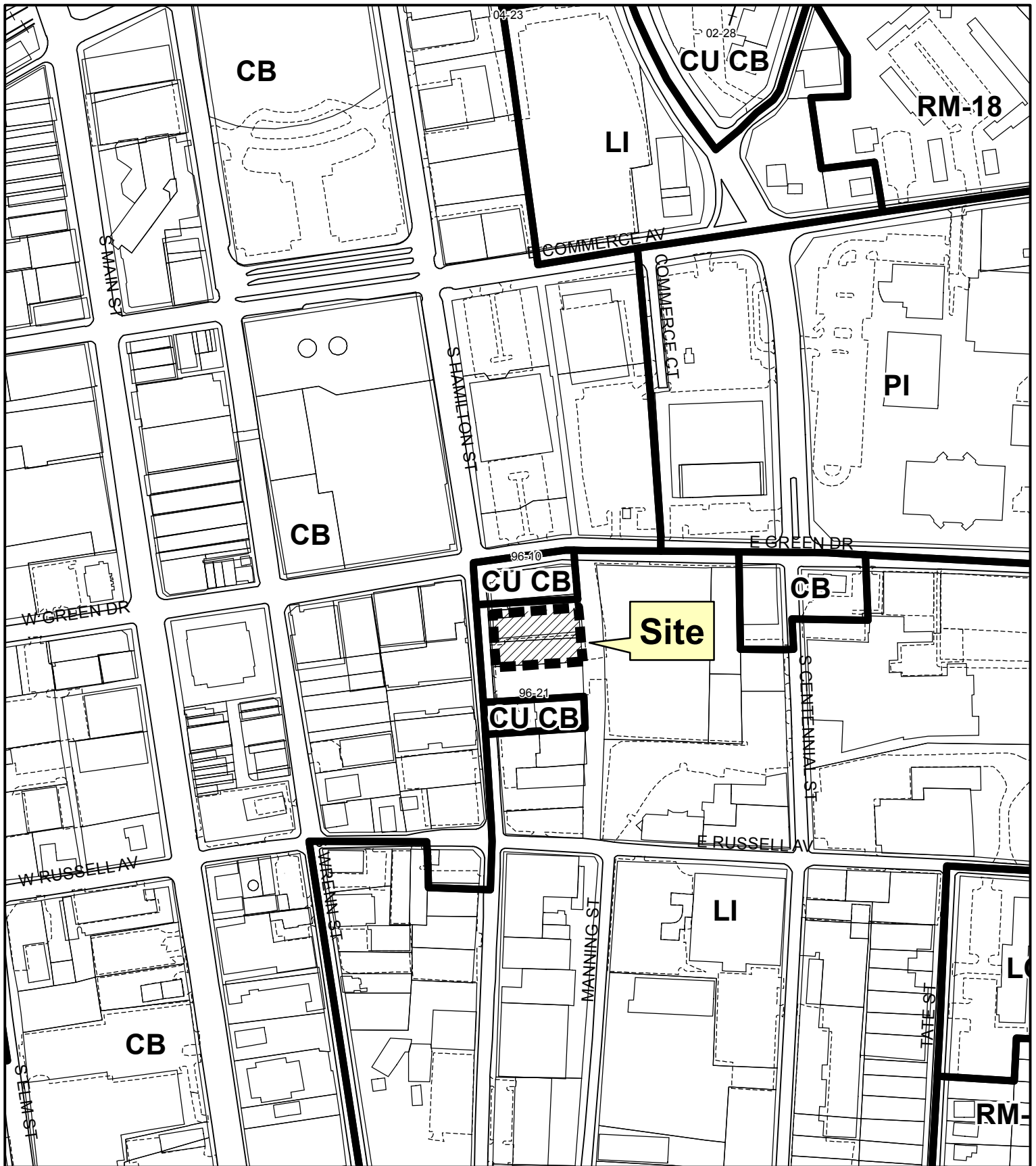
SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
15th day of June, 2015.

Lisa B. Vierling, City Clerk



ZONING CASE 15-09

From: Light Industrial
To: Central Business

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

**Planning & Development
 Department**

City of High Point

Date: May 26, 2015



Scale: 1"=300'

G:/Planning/Secure/ba-pz/
 2015/pz/215-09.mxd

**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, 2015 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 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 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 shall 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 on a quarterly basis and as may be requested by the City. This shall include quarterly reports on the receipts and expenditures, as well as an annual audit completed within six months

of Grantee's fiscal year end, performed in accordance with generally accepted accounting principles of the revenues and expenditures of the Grantee. 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 Public 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, 2016, 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 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. 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
- (D) Financial Statement through March 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
- (H) Business Plan FY 15-16

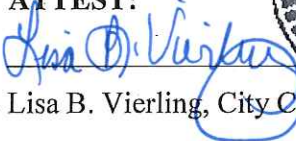
These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

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.



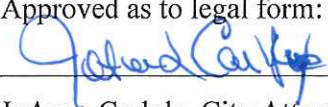
CITY OF HIGH POINT, NORTH CAROLINA

ATTEST:


Lisa B. Vierling, City Clerk


Greg Demko, City Manager

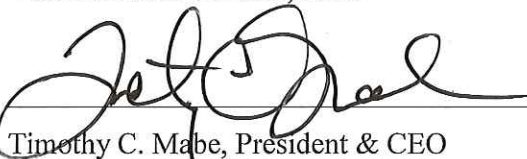
Approved as to legal form:


JoAnne Carlyle, City Attorney

HIGH POINT CONVENTION &
VISITORS BUREAU, INC.

ATTEST:


Mary Lou Blakeney, Board Chair


Timothy C. Mabe, President & CEO

BK: R 7713
PG: 2707-2709

RECORDED:
06-23-2015
08:46:31 AM
BY: SHEIKA WASHINGTON
ASSISTANT-HP



2015031917

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
✓ P.O. Box 230
High Point, NC 27261
Ordinance No. 7153 / 15-36

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 15th day of June, 2015; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of June 15, 2015.

ANNEXATION DESCRIPTION

Applicant: Keystone Group, Inc. - **Annexation Case 15-05**

Lying at the southwest corner of Barrow Road and Willard Dairy Road consisting of Guilford County Tax Parcels 0169950 and 0222141 (portion), containing 0.61 acres more or less. The

property is more specifically described as follows:

Beginning at an existing iron pin found marking the southeast most corner of Darnell as described in deed book 4882, page 847; thence South 86 Degrees, 28 Minutes, 44 Seconds East, 75.78 feet, to an existing iron pin found marking the southwest corner of Keystone Group, LLC as described in deed book 7428, page 1163; thence with Keystone Group, LLC the following two calls (1) North 6 Degrees, 00 Minutes, 18 Seconds East, 96.85 feet, to an existing iron pin found, (2) South 83 Degrees, 29 Minutes, 13 Seconds East, 198.60 feet, to a new iron pin set in the south right of way of Willard Dairy Road(see plat book 176, page 95); thence continuing with the south right of Willard Dairy Road and the west right of way of Barrow Road the following five calls (1) South 83 Degrees, 29 Minutes, 13 Seconds East, 3.89 feet, to a new iron pin set, (2) South 51 Degrees, 21 Minutes, 09 Seconds East, 13.45 feet, to a new iron pin set, (3) South 10 Degrees, 24 Minutes, 47 Seconds East, 21.77 feet, to a new iron pin set, (4) South 23 Degrees, 42 Minutes, 15 Seconds West, 58.66 feet, to a new iron pin set, (5) South 23 Degrees, 42 Minutes, 15 Seconds West, 0.93 feet, to a new iron pin set, thence with the north line of Fair Oaks at Bent Tree as shown on plat book 131, page 10, North 89 Degrees, 55 Minutes, 56 Seconds West, 518.75 feet, to a new iron pin set, thence North 0 Degrees, 24 Minutes, 31 Seconds West, 29.91 feet, to an existing iron pin found marking the southwest corner of Darnell; thence with Darnell, South 86 Degrees, 29 Minutes, 06 Seconds East, 241.99 feet, to the point and place of beginning containing 0.61 acres, more or less.

SECTION 2. Upon and after **July 15, 2015** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **15th** day of **June, 2015**.
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 Ordinance adopted by the City Council in official Session on June 15, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Ordinance Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance 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 22nd day of June, 2015.

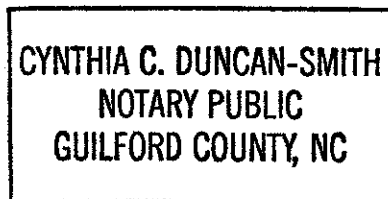


Lisa B. Vierling
Lisa B. Vierling, City Clerk

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 22nd day of June, 2015.



Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent (ROI) for Street Abandonment Case 15-06
(unimproved portion of Tank Court)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: No

Advertising Date/ Not applicable

Advertised By:

Attachments: A. Resolution of Intent (ROI) for Street Abandonment Case 15-06
B. Map of right-of-way proposed to be abandoned

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date of July 20, 2015, to consider a request to abandon an unimproved right-of-way lying north of Tank Avenue.

BACKGROUND:

Resolution of Intent for Street Abandonment Case 15-06 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council set a public hearing date of Monday, July 20, 2015 to hear this request.

Publish four (4) consecutive weeks: June 19 & 26, 2015 and July 3 & 10, 2015

**RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(Case # SA15-06)**

WHEREAS, the City Council has been petitioned to abandon an unimproved right-of-way lying north of Tank Avenue.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to abandon the above right-of-way and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, July 20, 2015, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

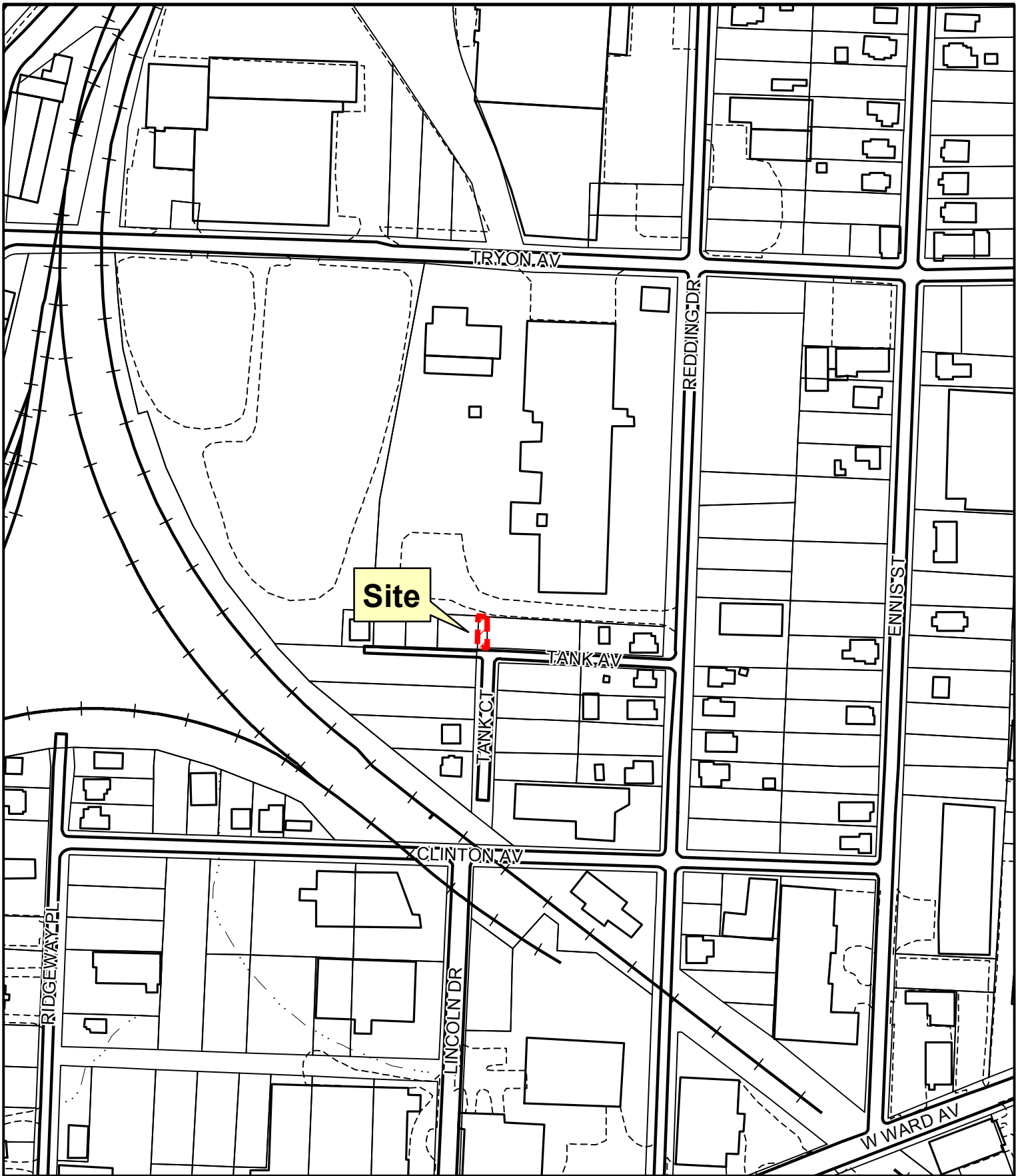
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 15th day of June, 2015.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA15-06

Applicant: City of High Point

Area: 750 sq. ft.



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: June 5, 2015



Scale: 1"=200'

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2015/pz/sa15-06.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Case 15-10 (MCND, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: Yes

Advertising Date: June 3 & 10, 2015

Advertised By: Planning & Development

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

PURPOSE:

A request by MCND, LLC to rezone an approximate 1.8-acre parcel from the Residential Single Family-9 (RS-9) District to the Light Industrial (LI) District. The site is lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue).

BACKGROUND:

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

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. On May 26, 2015, a public hearing was held before the Planning and Zoning Commission regarding Zoning Case 15-10. The Planning & Zoning Commission recommended approval of Zoning Case 15-10 by a vote of 6-0.
- B. Staff recommends **approval** of Zoning Case 15-10 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

MCND, LLC

Zoning Case 15-03

At its May 26, 2015 public hearing, the Planning and Zoning Commission reviewed a request to rezone an approximate 1.8-acre parcel from the Residential Single Family-9 (RS-9) District to the Light Industrial (LI) District. All members of the Commission were present except for Mr. John McKenzie and Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

The applicant's attorney, Mr. Shane Stutts, of Roberson Haworth & Reese, P.L.L.C., 300 N. Main St., Suite 300, High Point, spoke in favor of the request.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended approval of Zoning Case 15-10, as recommended by staff, by a vote of 6-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Case 15-10 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because: 1) The request is consistent with the adopted Land Use Plan; 2) Location of a perennial stream west of the site along with planting yard requirements of the Development Ordinance (Type A Planting Yard) will ensure allowance of LI District use will be compatible with the surrounding area; and 3) The requested rezoning does not expand the limits of LI District in this area as the LI District zoning on abutting industrial parcel lines up with the western boundary of the zoning site.

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

**STAFF REPORT
ZONING CASE 15-10
May 26, 2015**

Request	
Applicant: MCND, LLC	Owner: MCND, LLC
Zoning Proposal: To rezone a 1.8-acre parcel	From: RS-9 Residential Single Family-9 District
	To: LI Light Industrial District

Site Information	
Location:	Lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue)
Tax Parcel Numbers:	Guilford County Tax Parcel 0185922
Site Acreage:	Approximately 1.8 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has no noteworthy physical features.
Water and Sewer Proximity:	Both an 8-inch City water line and an 8-inch City sanitary sewer line are lying adjacent to the site along Central Avenue.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 6% or more of the site.
Overlay District:	Randleman Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	LI	Light Industrial District	Industrial use
South:	RS-7	Residential Single Family-7 District	Undeveloped parcel
East:	LI	Light Industrial District	Industrial Use
West:	RS-9	Residential Single Family-9 District (City of High Point ETJ Area)	Single family dwelling

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The site has a Light Industrial land use designation. This classification is intended to accommodate general manufacturing, wholesaling, warehousing, research and development uses.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan:	Not Applicable

Community Growth Vision Statement	This request is not in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Zoning History:	There have been no recent zoning activities in this area.

Transportation Information			
Adjacent Streets:	Name		Classification
	Central Avenue		Collector Street
	Approx. Frontage		
	155 ft.		
Vehicular Access:	Central Avenue (public road)		
Traffic Counts: (Average Daily Trips)	Central Avenue		No data
Estimated Trip Generation:	No data		
Traffic Impact Analysis:	Required		Comment
	<u>Yes</u>	<u>No</u> X	
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 applicant owns this 1.8-acre residentially-zoned parcel and the abutting 16-acre parcel to the north & east, which is currently zoned LI and developed with an industrial use. The applicant desires to rezone this 1.8-acre parcel to the LI District so it can be added to the abutting industrial parcel. This will square up the configuration of the abutting industrial site; and facilitate a proposed 73,500 square-foot expansion of the abutting industrial use.

Staff Analysis

The Land Use Plan designates both sides of Central Avenue, from the zoning site eastward to Triangle Lake Road, as Light Industrial. This Industrial Land Use designation has covered this area for more than 30 years and industrial uses have been established on the abutting site and along Triangle Lake Road.

West of the zoning site is an existing residential neighborhood. The requested rezoning of this parcel to the LI District will have little negative impact on this residential area due to the location of a perennial stream that runs in a north-south direction between the industrial and residential areas. This stream, and its associated flood zone areas, provides a natural buffer that separates the industrial and residential uses. In addition, where the proposed industrial parcel abuts a residential use, on its west side, the Development Ordinance requires a 50-foot wide Type A Planting Yard be installed. This planting yard requires the installation of 14 trees and 33 shrubs every 100 linear feet to ensure compatibility with adjacent uses. Thus, rezoning to permit LI District uses will be compatible with the surrounding area.

Consistency with Adopted Plans:

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

Staff Comments:

This request will change the zoning of the site to the same district as the adjacent industrial site to the north and east. It is consistent with the Land Use Plan designation for the area and does not conflict with any land use policies.

Reasonableness/Public Interest:

An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because: 1) The request is consistent with the adopted Land Use Plan; 2) Location of a perennial stream west of the site along with planting yard requirements of the Development Ordinance (Type A Planting Yard) will ensure allowance of LI District use will be compatible with the surrounding area; and 3) The requested rezoning does not expand the limits of LI District in this area as the LI District zoning on abutting industrial parcel lines up with the western boundary of the zoning site.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 1.8-acre parcel to the LI District.

Required Action

Planning and Zoning Commission:

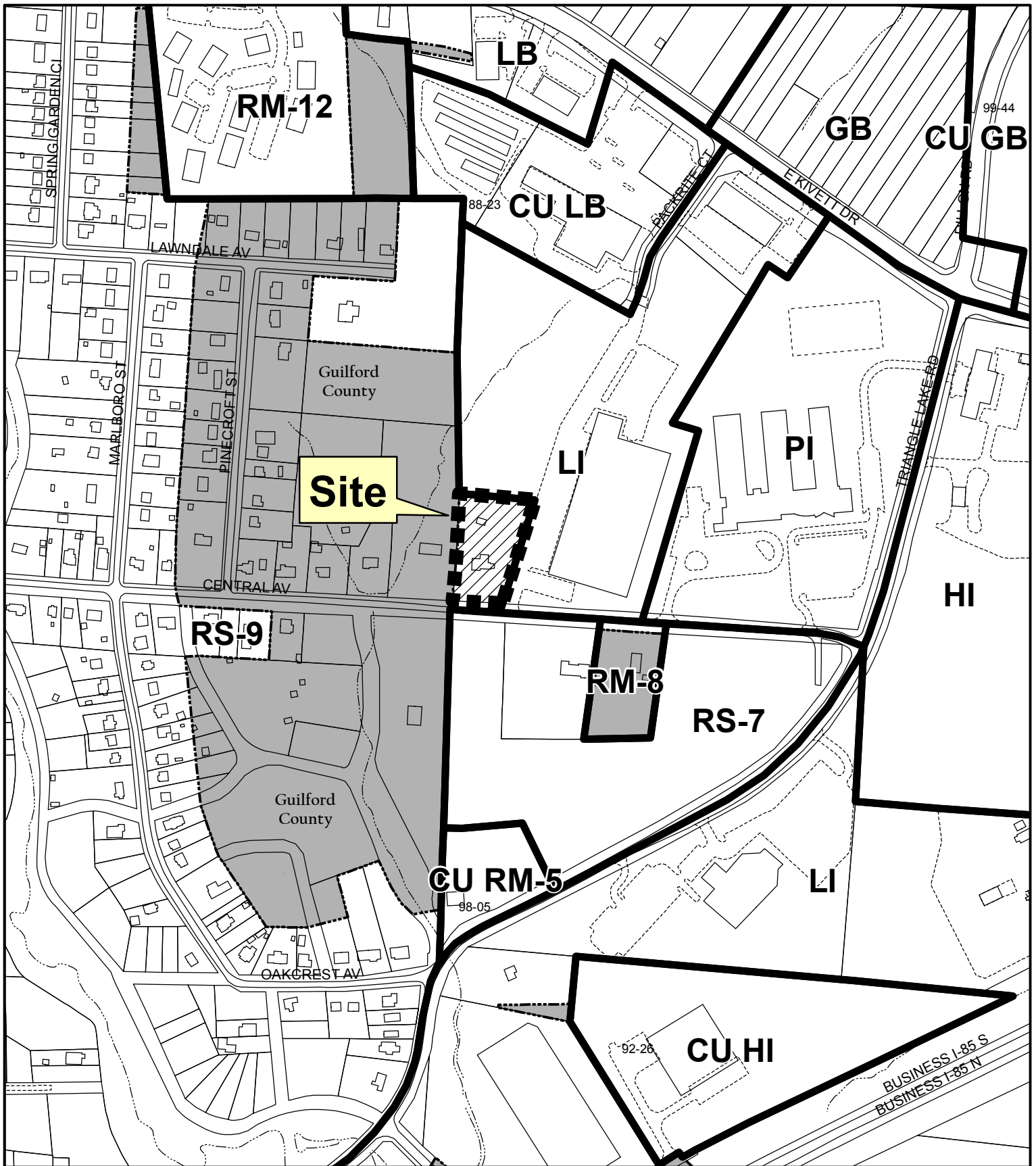
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting 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 15-10

From: Residential Single Family-9
To: Light Industrial

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

**Planning & Development
 Department**

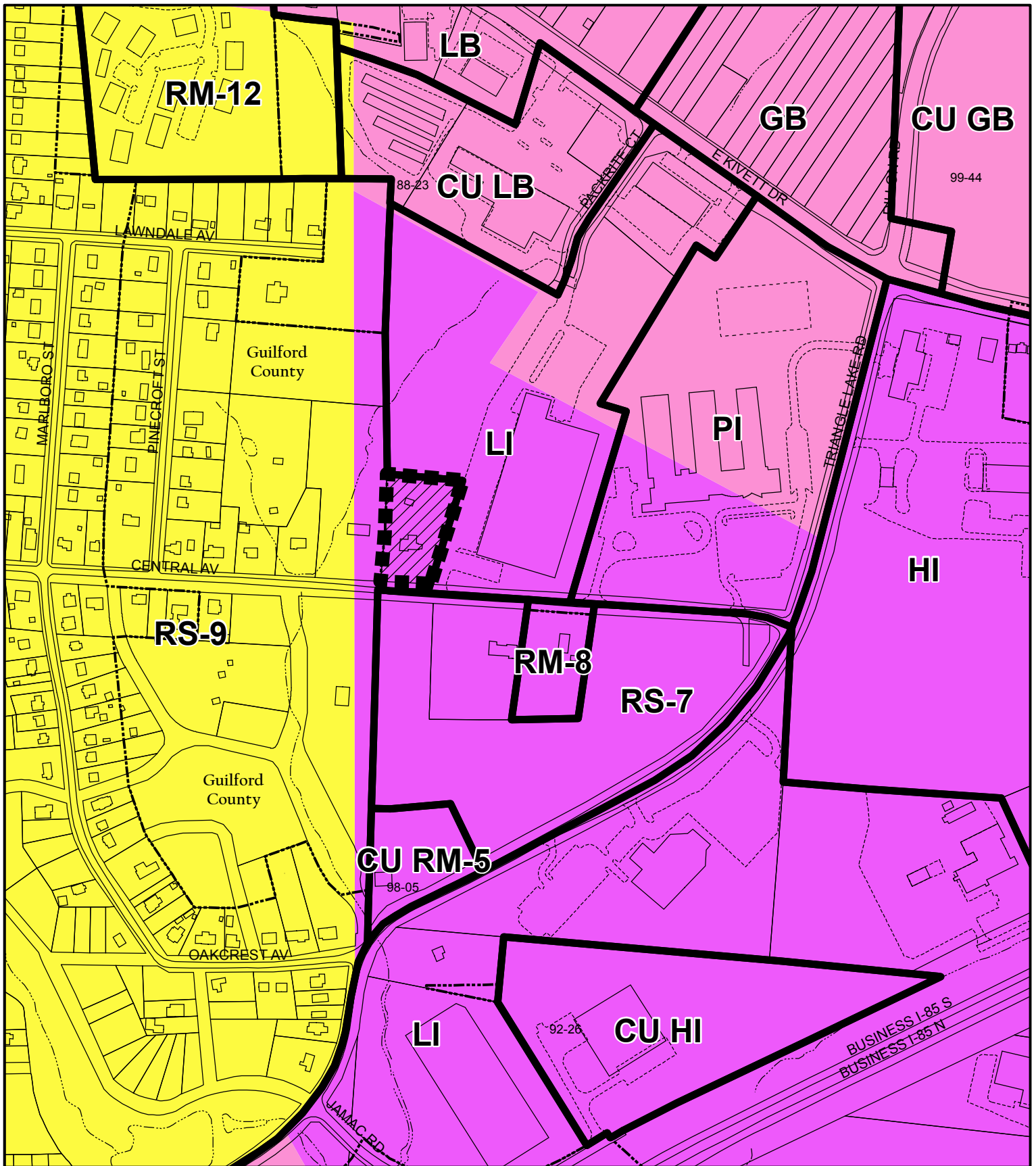
City of High Point

Date: May 26, 2015



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ZONING CASE 15-10

Land Use Plan

- Low-Density Residential
- Local/Convenience Commercial
- Light Industrial

Planning & Development
Department

City of High Point

Date: May 26, 2015



Scale: 1"=400'

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ZONING CASE 15-10

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: May 26, 2015



Scale: 1"=400'

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ZONING CASE 15-10



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 26, 2015 and before the City Council of the City of High Point on June 15, 2015 regarding **Zoning Case 15-10** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Light Industrial (LI) District**. The property is approximately 1.8 acres lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue). The property is also known as Guilford County Tax Parcel 0185922).

SECTION 2

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

SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
15th day of June, 2015.

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 15-05 (Keystone Group, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: Yes

Advertising Date: June 5, 2015

Advertised By: Planning & Development

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by Keystone Group, Inc., for a voluntary contiguous annexation of approximate 0.6 acres lying at the southwest corner of Barrow Road and Willard Dairy Road.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends ***approval*** of Annexation Case 15-05.

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

**STAFF REPORT
ANNEXATION CASE 15-05
June 15, 2015**

Request	
Applicant: Keystone Group, Inc.	Owner: Keystone Group, Inc.
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Case 15-08

Site Information	
Location:	Lying at the southwest corner of Barrow Road and Willard Dairy Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0169950 and 0222141 (portion)
Site Acreage:	Approximately 0.6 acres
Current Zoning:	Agricultural District, within Guilford County's zoning jurisdiction
Current Land Use:	Undeveloped
Current Fire District:	Per contract with Guilford County, the property is currently served by the City of High Point Fire Department.
Proposed Development:	Clubhouse/recreational facility for the abutting townhome development
Proposed Unit Type, Number and Average Value:	A clubhouse with an approximate value of \$300,000.
Proposed Build-out Schedule:	Approximately one year
Proposed City of High Point Council Ward:	The proposed annexation site abuts Ward 6 to the north, east and west. If approved, the annexation area will be part of Ward 6.
Physical Characteristics:	The site has a relatively flat terrain with no noteworthy features.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Barrow Road. An 8-inch City sewer line lies approximately 170 feet to the north within Willard Dairy Road.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site. The site is within Tier 4 of this WCA, which only permits two dwelling units per acre for single family development or a maximum 50% built-upon area for other permitted uses.

Overlay District(s):	Oak Hollow Lake Watershed Critical Area (WCA) – Tier 4 Airport Overlay – Zone 3
-----------------------------	--

Adjacent Property Zoning and Current Land Use			
North:	CU-PDM	Conditional Use Planned Unit Development-Mixed District	Undeveloped
	AG	Agricultural District (<i>Guilford Co.</i>)	Single family dwelling
South:	CU RM-5	Residential Multifamily-5 District	Townhome subdivision
East:	CU-PDM	Conditional Use Planned Unit Development-Mixed District	Barrow Road right-of-way
West:	CU PDM	Conditional Use Planned Unit Development-Mixed District	Undeveloped

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Barrow Road	Major Thoroughfare	130 ft.
	Willard Dairy Road	Local Street	18 ft.
Vehicular Access:	Willard Dairy Road (public road)		

City Department Comment Summary

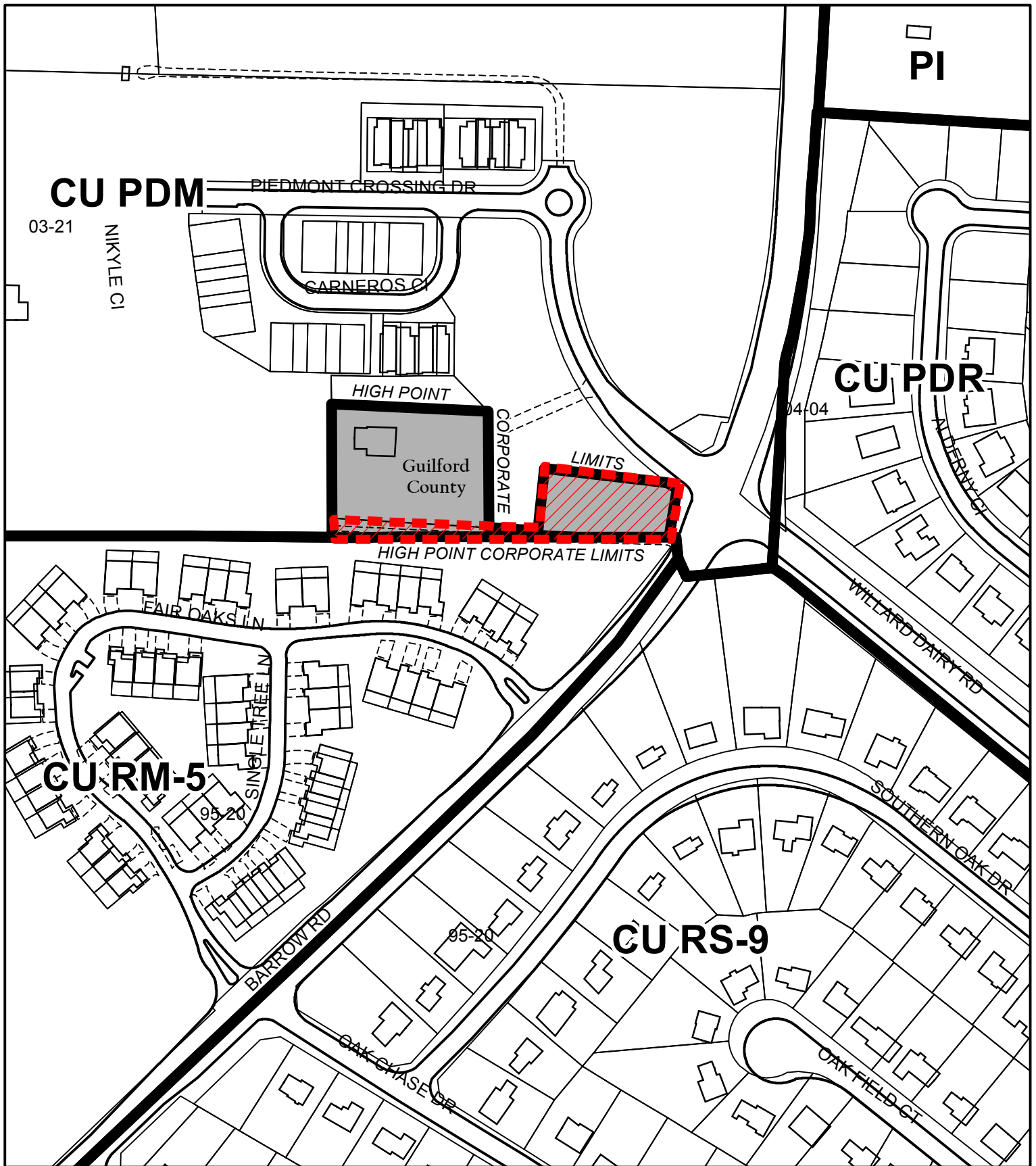
Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment.

Details of Proposal

The applicant is proposing to add this 0.6 acre land area to the abutting townhome subdivision they are developing to the north, and is requesting annexation in order to have access to city utilities. This annexation petition represents a logical progression of the City's annexation policy for this area as the property is surrounded by the City's corporate limits, and City services and service vehicles are already present in this area. The annexation of this parcel will not negatively impact the City's ability to provide services in this area.

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.



ANNEXATION REQUEST ANX15-05

Applicant: Keystone Group, Inc.
Area: 0.6 acres (approximate)

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

**Planning & Development
Department**

City of High Point

Date: May 8, 2015



Scale: 1"=200'

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2015/pz/anx15-05.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / 15-xx

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 15th day of June, 2015; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **June 15, 2015**.

ANNEXATION DESCRIPTION

Applicant: Keystone Group, Inc. - Annexation Case 15-05

Lying at the southwest corner of Barrow Road and Willard Dairy Road consisting of Guilford County Tax Parcels 0169950 and 0222141 (portion), containing 0.6 acres more or less. The

property is more specifically described as follows:

Beginning at the southeastern corner of Guilford County Tax Parcel 0169950 as recorded in Deed Book 7428 Page 1163 in the Guilford County Register of Deeds, Thence N 89 deg. 55 min. 56sec. W distance being 518.75 feet; Thence N 00 deg. 24 min. 31sec. W Distance being 29.91 feet to the southeastern corner of Guilford County Tax Parcel 0169952 as recorded in Deed Book 4882 page 847 in the Guilford County Register of Deeds;; Thence S 86 deg. 29min. 06sec E distance 241.99 feet to the southwestern corner of Guilford County Tax Parcel 0169952 as recorded in Deed Book 4882 page 847 in the Guilford County Register of Deeds; Thence S 86 deg. 28min. 44sec E distance 75.78 feet to the southwestern corner of Guilford County Tax Parcel 0169950 as recorded in Deed Book 7428 Page 1163 in the Guilford County Register of Deeds, Thence N 06 deg. 00 min. 18sec. E Distance being 96.85 feet; Thence S 83 deg. 29 min. 13sec. E distance 198.60 feet; Thence S 83 deg. 29 min. 13sec. E distance 3.89 feet; Thence S 51 deg. 21 min. 09sec. E distance 13.45 feet; Thence S 10 deg. 24 min. 47sec. E distance 21.77; Thence S 23 deg. 42 min. 15sec. W Distance being 58.66 feet to the point of beginning containing 0.6 acres more or less.

SECTION 2. Upon and after July 15, 2015 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the 15th day of June, 2015.
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM

**Title: Approval of Contract to construct two homes in Southside****From:** Michael E. McNair, Director**Meeting Date:** 6/15/2015**Public Hearing:** N/A**Advertising Date** N/A**Advertised By:****Attachments:**

Information of Community Housing Solutions
Income Limit table
Site Master Plan and Aerial View
Lease Purchase Program
Building Designs

PURPOSE:

The Community Development and Housing Department proposes to execute a contract in the amount of \$287,038.00 with Community Housing Solutions of Guilford, Inc. (Community Housing Solutions) to construct two affordable homes in the Southside community. Construction is expected to begin on or shortly after July 1st and the properties will be Energy Star compliant. The completed houses will be made available to income eligible participants of the Lease Purchase Program. Successful candidates will have lease payments not exceeding 30% of their income and are expected to purchase the home within one year of occupancy. The ultimate purchase will be a function of the appraised value.

BACKGROUND:

A Community Housing Development Organization (CHDO) is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Community Housing Solutions has met HUD requirements for designation as a Community Housing Development Organization (CHDO) and has been certified by the department. In addition to meeting CHDO requirements, Community Housing Solutions has demonstrated the necessary organizational capacity to build and sell in the affordable housing arena.

Council has periodically approved CHDO contracts as required by HUD regulations. Council approved a contract in the amount of \$265,000 in July 2014 for a CHDO contract with Habitat to construct houses in the Graves area.

BUDGET IMPACT:

Funding in the amount of \$287,038.00 will be sourced from the City's HOME program allocation.

RECOMMENDATION / ACTION REQUESTED:

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

COMMUNITY HOUSING SOLUTIONS



REBUILDING HOMES.RESTORING HOPE.®

Experienced Construction Staff:

- Licensed General Contractor
- Lead Repair & Paint Certified
- BPI Energy Efficiency Certified
- Certified Aging In Place Specialists
- More than 50 years of field experience in building

Home Repair Program:

- Live in Guilford County
- Own and occupy their home
- Income below 80% AMI
- One occupant 55+

Home Ownership Program:

- Own and occupy the home
- Income below 80% AMI
- Attend home ownership training class thru HCG
- New and Existing Homes

2014 Results:

- 40 homes repaired
- 21 energy efficiency upgrades
- 18 accessibility ramp builds
- 10 exterior painting projects
- 4 whole house home rehabs
- Leveraging 800 volunteers giving over 9,000 hours of service!

2015 INCOME LIMITS

FAMILY SIZE	VERY LOW INCOME (30% MEDIAN)	LOW INCOME (50% MEDIAN)	60% MEDIAN	MODERATE INCOME (80% MEDIAN)
1	\$11,770	\$18,900	\$22,688	\$30,250
2	\$15,930	\$21,600	\$25,950	\$34,600
3	\$20,090	\$24,300	\$29,175	\$38,900
4	\$24,250	\$27,000	\$32,400	\$43,200
5	\$28,410	\$29,200	\$35,025	\$46,700
6	\$31,350	\$31,350	\$37,613	\$50,150
7	\$33,500	\$33,500	\$40,200	\$53,600
8	\$35,650	\$35,650	\$42,788	\$57,050

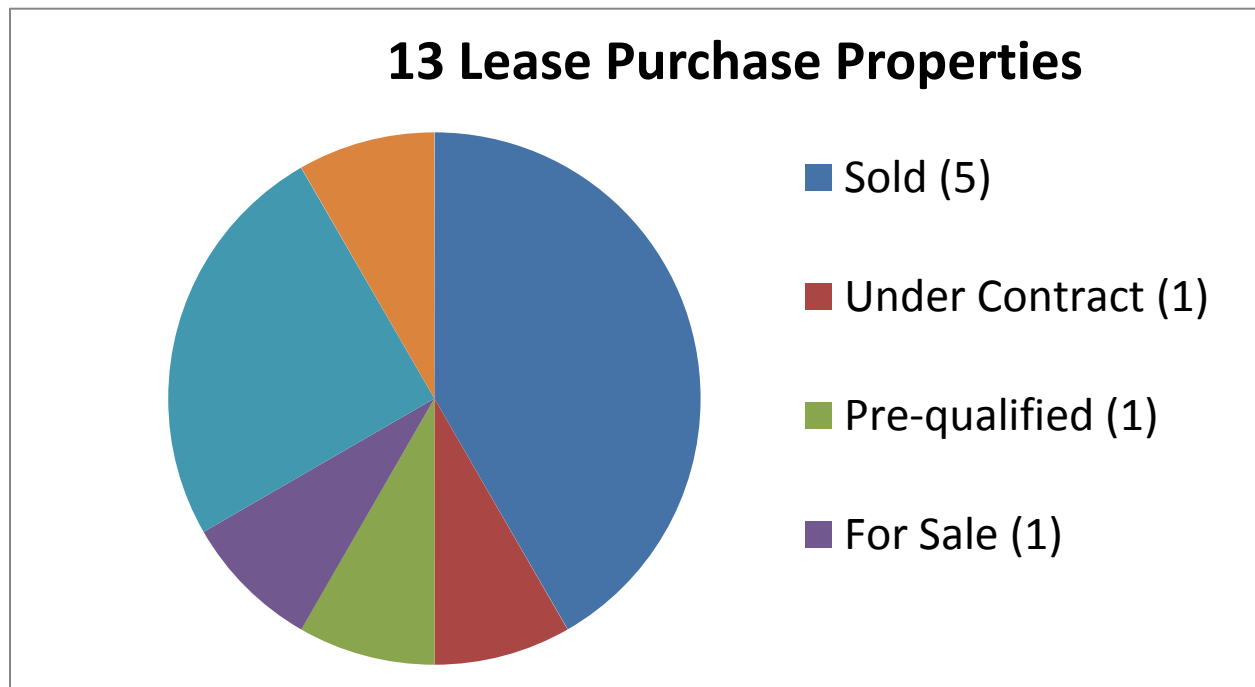
Lease Purchase Program

- Designed to make potential homebuyers mortgage-ready
- Structured program (capacity, selection criteria, contract, exit strategy)
- Use of NSP and/or HOME Properties
- Includes Individual Development Account Program

Benefits

- Affordable for families with HH income of 60%-80% AMI (e.g., for a family of four, income between \$32,400 and \$43,200)
- Down payment assistance up to \$7,500
- Energy Star compliant
- Lease-Purchase Program
- Homebuyer Education
- IDA Program
- Lease rate not to exceed 30% of HH income
- Community garden/green space

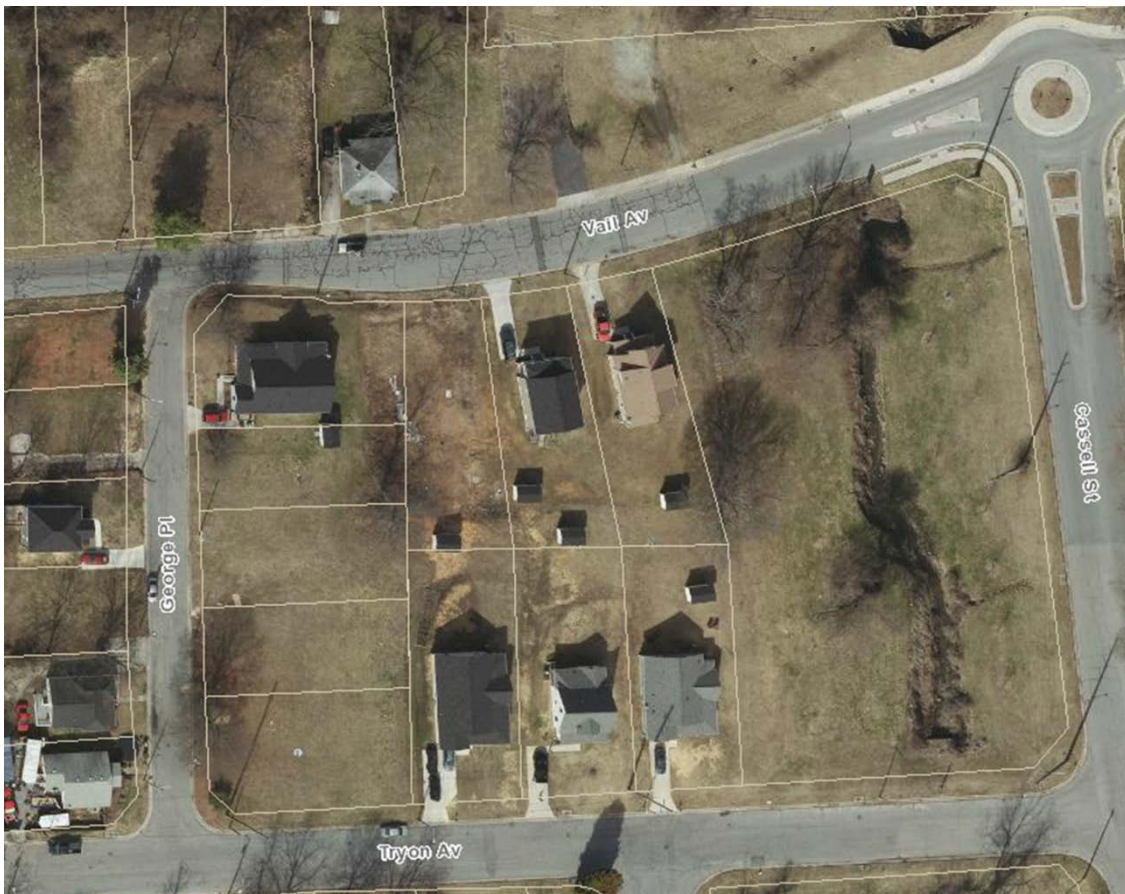
Program Performance





MASTER PLAN SOUTHSIDE SUBDIVISION HIGH POINT, NORTH CAROLINA

3





Fisher III

square footage.....	1496 sq ft
bedrooms.....	3
bathrooms.....	2.5
stories.....	2
width.....	25' 4"
depth.....	38' 4"
1st floor ceiling height.....	9' 0"
2nd floor ceiling height.....	8' 0"
roof pitch.....	8/12



This two story turn of the century style house of 1496 square feet features a large open living and dining area, spacious kitchen and a private master bedroom suite, and includes a total of three bedrooms, two full bathrooms and a laundry room, a powder room and U-shaped kitchen with a breakfast bar that opens to the dining room. The Queen Anne inspired exterior offers a hip roof, a full front porch with a hip roof and gabled entry, covered rear porch, and exterior storage room. At 25'4" in width, it is ideally suited for a narrow lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.



Warren III

square footage.	1545 sq ft
bedrooms.	3
bathrooms.	2.5
stories.	1
width.	38' 0"
depth.	51' 0"
1st floor ceiling height.	9' 0"
roof pitch.	8/12



This single story Folk Victorian style house of 1545 square feet features a spacious living room, separate dining area and a private master bedroom suite with double closets. This open floor plan includes a total of three bedrooms, two full bathrooms, a laundry area and a centralized U-shaped kitchen with a breakfast bar that opens to the dining room. The historically inspired exterior offers a hip roof with side gables, wrap around front porch, covered rear porch, and exterior storage room. This design is ideal for a corner lot.

*Contact us for more information on handicap, basement, garage, foundation, or framing modifications.

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Award 2015-007 Emergency Water and Sewer Repairs (Bid 36-052715)

From: Keith Pugh, Engineering Services

Meeting Date: June 15, 2015

Public Hearing: N/A

Advertising Date: May 13, 2015

Advertised By: Purchasing Division

Attachments: Bid Recommendation

PURPOSE:

The City of High Point regularly retains a utility contractor to assist us with emergency repairs and maintenance items on our water and sewer systems. Council is asked to approve contract 2015-007 for Emergency Water and Sewer Repairs.

BACKGROUND:

On Wednesday, May 27, 2015 the City of High Point received and opened bids for Contract ENG-2015-007, Emergency Water and Sewer Repairs Contract (2015). We received one bid:

Breece Enterprises, Inc. \$ 937,480.00

The availability date of this contract is immediately upon execution of the contract documents. The completion date for the contract work is June 30, 2016.

The purpose of this contract is to perform emergency repairs and some regular maintenance on existing water and sewer mains in the City of High Point's system. Typical work performed under this contract includes, but is not necessarily limited to replacing and or repairing: water service lines, meter yokes, meter boxes, fire hydrants, water valves, water mains, sewer service lines and cleanouts, sewer manholes, inverts and castings, sanitary sewer mains, storm sewer lines. This contract also covers the installation of new water and sewer service lines.

BUDGET IMPACT:

Funding is available in: 421779 533701 421001010260 40212

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department recommends approval of the contract with Breece Enterprises in the amount of \$937,480.00 and that the appropriate city official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Engineering Services**

COUNCIL AGENDA DATE: **Jun 15, 2015**

BID NO.: **36-052715** CONTRACT NO.: **ENG2015-007** DATE OPENED: **May 27, 2015**

DESCRIPTION:

Contract approval for emergency water and sewer repairs on the City of High Point system.

PURPOSE:

The purpose of this contract is to perform emergency repairs on existing water and sewer mains in the City of High Point's system. Typical work performed includes replacing and or repairing: water service lines, meter yokes, meter boxes, fire hydrants, sewer manholes, clean-outs, etc.

COMMENTS:

The contract work was advertised on May 13, 2015. At the time of bid opening we received one bid. Due to the emergency nature of the contract, we opened the bid and now seek approval for award.

RECOMMEND AWARD TO: **Breece Enterprises, Inc.** AMOUNT: **\$937,480.00**

JUSTIFICATION:

This is part of our emergency repairs and regular maintenance plan. We retain a contractor with set unit pricing to assist/supplement City crew efforts to repair and maintain our system.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001010260	40212	\$937,480.00
TOTAL BUDGETED AMOUNT				\$937,480.00

DEPARTMENT HEAD: **B.K. Pugh** Digitally signed by B.K. Pugh
Date: 2015.05.28 10:01:44 -04'00' DATE: **May 28, 2015**

The Purchasing Division concurs with recommendation submitted by the **Engineering Services** and recommends award to the lowest responsible, responsive bidder **Breece Enterprises Inc** in the amount of \$ **937,480.00**.

PURCHASING MANAGER: **Tarinda Chappell** Digitally signed by Tarinda Chappell
DN: cn= Tarinda Chappell, o=City of High Point, ou= Purchasing,
email= tarinda.chappell@highpoint.gov, c=US
Date: 2015.06.03 14:13:06 -04'00' DATE: **Jun 3, 2015**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn= Jeffrey A. Moore, o=City of High Point, NC,
ou= Financial Services Director,
email= jeff.moore@highpointnc.gov, c=US
Date: 2015.06.04 13:35:37 -04'00' DATE: **Jun 4, 2015**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn= Greg Demko, o, ou, email=greg.demko@highpointnc.gov,
c=US
Date: 2015.06.04 14:26:47 -04'00' DATE: **Jun 4, 2015**

CITY OF HIGH POINT

AGENDA ITEM



Title: Ward Tank Replacement – New Tank Design

From: Terry Houk – Public Services Director
Carol McDowell – Asst. Director Public Services

Meeting Date: June 15, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Map Existing Ward Tank and New Tank Locations
Attachment B – Pictures of Existing I-74 and Ward Tanks

PURPOSE:

To design a new 1 million gallon elevated water tank which will be located at 1329 Potts Avenue to replace the existing Ward Tank currently located at 1702 Bradley Place.

BACKGROUND:

The existing tank has structural issues due to age and deterioration of metal that require the replacement of the tank. The Public Services Department requires the assistance in project management, field survey and geotechnical review, design, permitting and bidding services for the construction of the new elevated water tank.

This new tank is critical for the water system for water supply and fire flow protection. In order to maintain water supply and fire flow protection the current water tank will stay operational during construction of the new tank. After construction is complete and the new tank is certified for proper operation the existing old tank will be demolished.

CDM Smith is an approved engineering firm for On-Call Engineering Services with the City of High Point. CDM Smith has considerable knowledge and expertise in the design of elevated water storage tanks. The new tank design will be similar to the I-74 Tank.

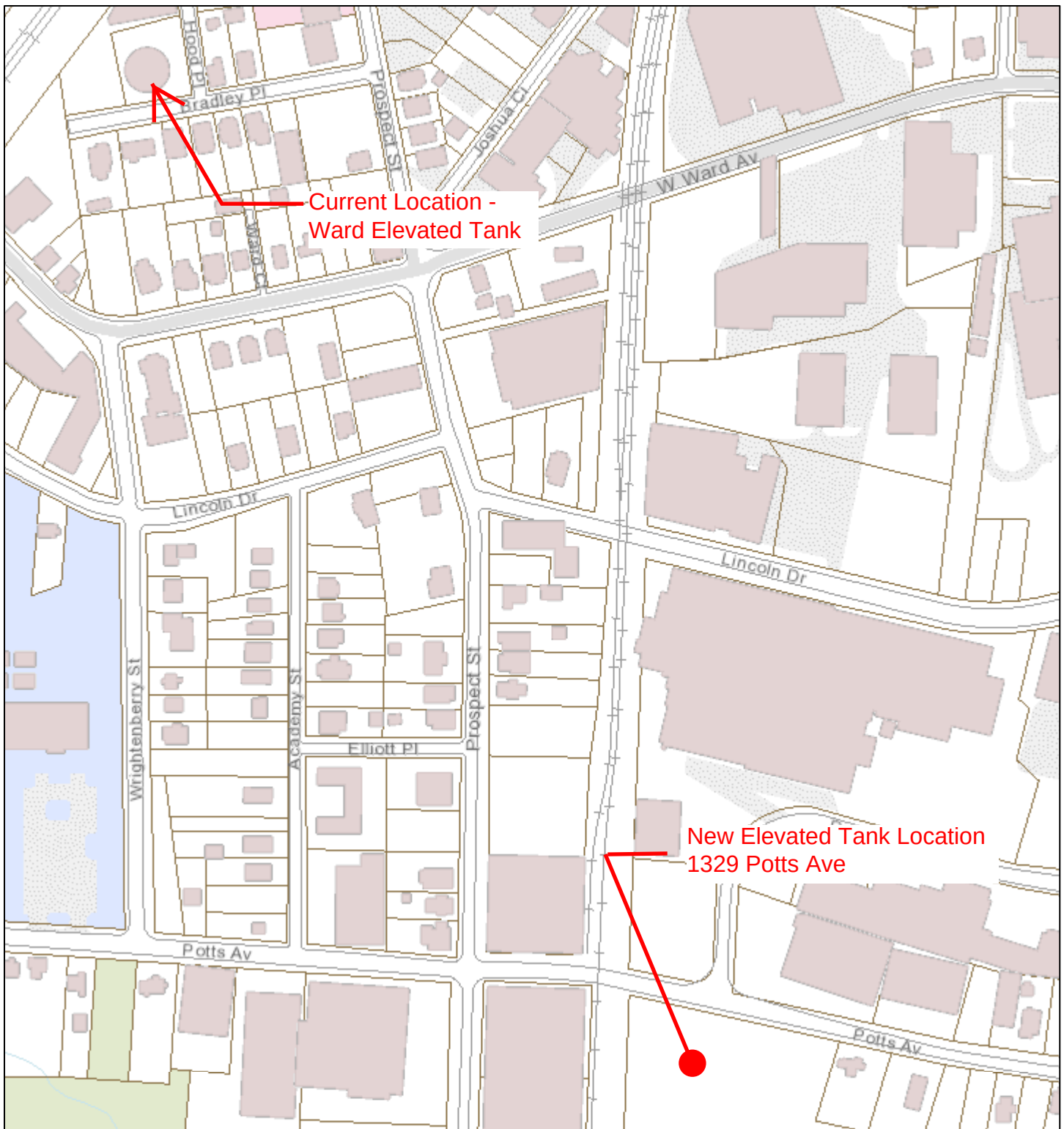
BUDGET IMPACT:

Funds for this project are in the following account: 421779-533701-421141026505-40205

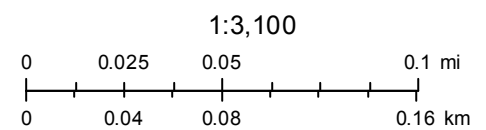
RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract with CDM Smith in the amount of \$182,200.00 and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachment A - Agenda Map



June 9, 2015



Attachment B – I-74 Elevated Water Tank



New elevated tank at 1329 Potts Avenue will be similar to the I-74 Tank.

CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize Forsyth County Tax Administration and Collection for Fiscal Year 2015-2016

From: Jeffrey A Moore, Financial Services Director **Meeting Date:** June 15, 2015

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

Advertised By:

Attachments: Resolution of City Council for the Collection of 2015 Taxes
Resolution of City Council for the Collection of 2014 and Prior Years' Taxes

PURPOSE:

The Financial Services Department recommends that City Council authorize the forms of resolution required by the Forsyth County Tax Department for the administration and collection of property taxes for City of High Point parcels located in Forsyth County during the 2015-2016 fiscal year.

BACKGROUND:

The City of High Point is the only municipality in North Carolina which enjoys having taxable property in four different counties – Guilford, Randolph, Davidson, and Forsyth. Each county tax administration office handles their tax administration function differently. The Forsyth County Tax Collector's Office requires an annual affirmation of their authority initially approved by City Council in 2012 to administer and collect High Point's taxes within Forsyth County.

BUDGET IMPACT:

The Annual Budget for FY2015-2016 includes the tax collection and administration costs for all four counties. The attached affirmation of authority to collect does not increase the basis of costs.

RECOMMENDATION / ACTIONS REQUESTED:

Council is requested to authorize the appropriate City Official to execute an agreement between Forsyth County and the City of High Point for the collection of the 2015 and for the collection of 2014 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2015 TAXES

TO: JOHN T. BURGESS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2015 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2015 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156 and gross receipts derived from short-term lease or rental of heavy equipment as set forth under G.S. 160A-215.2. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the _____ day of _____, 2015.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2014 AND PRIOR YEARS' TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF
LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF
KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2006 through 2014 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2006 through 2014 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions in the discretion of the Tax Collector.

Taxes on classified Motor Vehicles for 2011 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2011 and prior years.

WITNESS my hand and official seal, this the _____ day of _____, 2015.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

CITY OF HIGH POINT

AGENDA ITEM



Title: FY 2015-2016 Convention and Visitors Bureau Contract/Budget

From: Eric Olmedo, Budget Manager

Meeting Date: June 15, 2016

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Convention and Visitors Bureau Contract
Convention and Visitors Bureau Budget

PURPOSE:

To approve the FY 2015-2016 Convention and Visitors Bureau contract and budget.

BACKGROUND:

The Convention and Visitors Bureau requests that the City Council approve its contract and budget on an annual basis. The FY 2015-2016 Convention and Visitors Bureau budget was presented to the City Council at its June 2, 2015 budget worksession.

BUDGET IMPACT: n/a

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends approval of the CVB contract and budget and that the appropriate city official and/or employee be authorized to execute all necessary documents.

**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, 2015 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 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 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 shall 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 on a quarterly basis and as may be requested by the City. This shall include quarterly reports on the receipts and expenditures, as well as an annual audit completed within six months

of Grantee's fiscal year end, performed in accordance with generally accepted accounting principles of the revenues and expenditures of the Grantee. 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 Public 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, 2016, 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 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. 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
- (D) Financial Statement through March 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
- (H) Business Plan FY 15-16

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.

CITY OF HIGH POINT, NORTH CAROLINA

ATTEST:

Lisa B. Vierling, City Clerk

Greg Demko, City Manager

Approved as to legal form:

JoAnne Carlyle, City Attorney

**HIGH POINT CONVENTION &
VISITORS BUREAU, INC.**

ATTEST:

Mary Lou Blakeney, Board Chair

Timothy C. Mabe, President & CEO

OVERVIEW & PROGRAM OF WORK FY 2015 - 2018

1. NEW BUDGET

The Proposed Budget for the High Point Convention & Visitors Bureau (HPCVB) is for FY 15-16. The projected HMT revenues is \$1,632,840, which reflects an increase of 4% from projected actual receipts to end the current fiscal year FY 14-15 at an estimated \$1,570,036. The approved budget for FY 14-15 was \$1,534,500. The current Room Occupancy Tax Comparison shows steady increases over the previous year, with a FY 14-15 ending with an 8% increase over FY 2013-14 collections. Remaining conservative, the new budget reflects \$1,632,840 tax receipts plus \$1,000 interest, and \$105,387 EBI rollover totaling \$1,739,227. 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. There is also a building credit from the High Point Chamber to satisfy their loan to build-out of the board room totaling \$12,000 for the year. A copy of the March Financial Statement for FY 14-15 is attached.

The 15% room tax revenue allocated for the Arts & Tourism Grants Program is restricted at \$245,000; therefore, \$1,666,227 will be the Regular (Unrestricted Income) Budget. The Marketing Budget is \$1,031,452. 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 \$105,387, 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 15-16. This current year, FY 14-15, support was awarded to 28 worthy projects totaling \$239,685. Some of the groups also received Event Booking Incentive (EBI) funds.

Funding for High Point Market Authority:

For FY 14-15, 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 14-15 and is projected to total \$44,613. 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 14-15 \$105,387 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, twelve 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.*

HPCVB FY 15-16 BUDGET

No.	ITEM	FY 14-15	FY 15-16
		Budget at 5% increase over projected year-end	Budget at 4% increase over projected year-end
<u>INCOME</u>			
<u>OCCUPANCY TAX COLLECTION</u>			
4101.0	Transient Occupancy Tax	1,534,500	1,632,840
<u>OTHER INCOME</u>			
4102.0	Interest Income	1,500	1,000
4105.0	Reserve EBI Carry Over	97,736	105,387
4106.1	Sponsorship Revenue Earmarked for Visitor Center Marketing	75,000	75,000
4106.2	Sponsorship Revenue Earmarked for Reserves	75,000	75,000
4107.0	Regional Preferred Member Revenue for Marketing	10,000	10,000
4108.0	Arts & Tourism Grants Carry Over	9,510	0
4109.0	Building Rental Credit Earmarked for Reserves	12,000	12,000
TOTAL BUDGET		1,815,246	1,911,227
<u>GRANT PROGRAM (15% of occupancy tax)</u>			
	Arts & Tourism Grants	230,175	245,000
INCOME (-15% grants)=Oper. Budget		1,585,071	1,666,227
<u>EXPENSES</u>			
<u>ADMINISTRATIVE EXPENSES</u>			
5201.0	Salaries (7 full-time staff positions)	377,267	392,861
5202.0	Retirement	22,000	22,000
5203.0	Life/Hosp/Dent. Ins.	64,900	66,800
5204.0	Soc. Security	28,860	30,054
5205.0	Unemployment Ins.	1,300	1,300
ADMINISTRATIVE EXPENSES TOTAL		494,327	513,015
<u>OPERATING EXPENSES</u>			
5301.0	Memberships/Subscriptions	5,405	29,845
5302.0	Travel/Entertainment	19,000	24,475
5303.0	General & Administrative Operations	104,000	102,040
5304.0	Postage/General	5,000	2,000
5306.0	Telephone	10,700	10,500
5307.0	Rent/Utilities	75,820	75,570
5308.0	Comm/Board Expenses	14,534	16,300
5309.0	Equipment	16,020	19,030
OPERATING EXPENSES TOTAL		250,479	279,760

+ 95,981

No.	ITEM	FY 14-15	FY 15-16
		Budget at 5% Increase over projected year-end	Budget at 4% Increase over projected year-end
5401.0	Convention Advertising	28,000	30,000
5402.0	Convention Services	324,000	326,700
5402.1	Convention Services	7,000	11,500
5402.5	Event Booking Incentives (includes \$105,387 roll over)	150,000	150,000
5402.7	HP Market Authority	150,000	150,000
5402.8	Preferred Member Program	12,000	6,200
5402.9	Special Services	5,000	9,000
5403.0	Entertainment	2,000	1,500
5404.0	Literature/Printing	17,000	16,453
5405.0	Memberships - Convention	6,205	7,200
5406.0	Postage - Convention	1,500	100
5407.0	Conv. - Special Promotional Projects	67,000	96,000
5408.0	Subscription/Publications	250	250
5409.0	Travel - Convention	29,000	17,100
5410.0	Trade Shows - Convention	8,700	10,250
5411.0	Sales Training	0	22,500
5412.0	Audiovisuals	1,500	1,500
5413.0	Intern(s)	7,200	0
CONVENTION PROMOTIONS EXPENSES TOTAL		492,355	529,553
TOURISM PROMOTION EXPENSES			
5501.0	Advertising	51,000	54,000
5502.0	Audiovisuals	1,500	1,500
5503.0	Tourism - Literature/Printing	24,000	20,000
5504.0	Memberships/Subscriptions - Tourism	600	600
5505.0	Postage - Tourism	2,500	1,500
5506.0	Special Projects	19,500	20,000
5507.0	Travel/Entertainment	2,000	10,000
5508.0	Travel Shows	6,000	6,745
5509.0	Visitor Information Center	30,300	83,104
5512.0	Web	18,000	6,000
5513.0	Visitor Center Marketing	96,000	53,450
TOURISM PROMOTION EXPENSES TOTAL		251,400	256,899
TOTAL EXPENSES BEFORE GRANT EXPENSES		1,488,561	1,579,227
GRANT EXPENSES			
5800.1	Arts & Tourism Grants Program	230,175	245,000
5800.2	Arts & Tourism Grants Program Carry Over	9,510	0
TOTAL GRANT EXPENSES		239,685	245,000
TOTAL EXPENSES		1,728,246	1,824,227

+ 95 981
(4)

<u>No.</u>	<u>ITEM</u>	<u>FY 14-15</u>	<u>FY 15-16</u>
		<u>Budget at 5% increase over projected year-end</u>	<u>Budget at 4% increase over projected year-end</u>
	Total Marketing Expense	983,440	1,031,452
	Subtotal of Income over Expenses	87,000	87,000
	Sponsorship Expenses Earmarked for Reserves	75,000	75,000
	Building Rental Credit Earmarked for Reserves	12,000	12,000
	Total Earmarked for Reserves (Year 2 Payback for Building/Move/Visitor Center Buildout)	87,000	87,000
	Excess of Income over Expenses	0	0

FY 2015-2016 Budget Draft

Income

4101 - Occupancy Tax projections for FY-15/16 is \$1,632,840, which is 4% over the estimated YTD receipts of \$1,570,036. This is an estimation based on receipts thus far and keeping the estimation conservative over last year's estimates for May and June 2015. We also consulted with Greensboro CVB and they are also using this estimate.

4102 - Interest Income is not a great return as it used to be. We get interest from our Money Market account compounded monthly as well as our cd of \$125,000 that is only compounded monthly back to the Money Market account.

4105 - Reserve EBI Carry Over is \$105,387, which is what is currently remaining in the EBI line item 5402.5 that was budget at \$150,000

4106.1 - Sponsorship Revenue Earmarked for VIC Marketing is \$75,000, which is half of an estimated total revenue from sponsorships of \$150,000 cash receipts. The sales team has set forth a goal of a 25% increase in sponsorships sales, where at least \$150,000 will be cash.

4106.2 - Sponsorship Revenue Earmarked for Reserves is \$75,000, which is half of an estimated total revenue from sponsorships of \$150,000. This coincides with the 25% increase in sales goals and is consistent with the 5-year pay back plan.

4107.1 - Preferred Memberships include regional partners that we solicit outside of High Point. These members are promoted on website, Visitor Center, and app. Other revenue include realtor certification registration money. Also, the Sales and Marketing Dept. plans to sell ads on the website and Visitor Guide where revenue would be in this line item.

4108 - No Grant carry over as we will be able to disperse any excess receipts X 15% by the end of June with the timing of our grants program in May where the committee can get together in June to decide.

4109 - Building Rental Credit Earmarked for Accts Receivables Chamber Loan on Balance Sheet is \$12,000. The balance of the Chamber loan to build out the board room is \$55,071.

The subtotal is **\$1,919,227**. The restricted income is **\$245,000** for Arts & Tourism Grants. The Total Income is **\$1,666,227**

5309 – Equipment includes computers, postage machines, copiers, and misc. office equipment and furniture. Property taxes and leases for equipment. We have computers that are approaching their end of life and may need to be replaced within the year.

Total Operating Expenses are at an **11% increase** from FY 14-15 budget.

Convention Expenses:

5401 – Convention Advertising includes Connect Tradeshow, Sports Travel, Sports Destination Management, Travel South, NC Motorcoach Association, American Bus Association, and Leisure Group Travel plus some funds for impromptu opportunities that are available throughout the year.

5402 – Convention Services – include incentive gifts, mobile app, Servsafe program, 2 customer service seminars, Market Authority of \$150,000; Event Booking Incentives of \$150,000, and special services (long-term goals for feasibility study).

5403 – Entertainment for site visits with clients

5404 – Convention Literature and Printing – Sports Collateral in partnership with HP Parks and Rec, Group Tour Planner re-print, Stationary, Visitor Guides and production

5405 – Convention Membership – National Association of Sports Commissions, Meeting Planners International, American Express Annual Fees, AENC, NC Sports Association, PT Sports Clubs, Destination Marketing Association International, American Bus Tours, NC Motorcoach Association

5406 – Convention Postage drops considerably with more email and e-blast correspondence.

5407 – Convention Special Promotions – Explore High Point final renewal of calendar, designer tours, end of Market advertising for Shop and Stay, 2 FAM tours 1 – for local sports planners and 1 – for motorcoach operators. Also, have money for grant or buy in opportunity such as NC Retire Certification. McNeill Communication PR contract is also in this line item too.

5408 – Convention publications for sales leads

5409 – Sales travel, mileage reimbursement, meals on trips, hotel and flight for tradeshow

5410- Connect Tradeshow, NC Sports Association, TEAMS/NASC, Expo NC (new), NASC Sports Events Symposium, SPORTS (new), and impromptu opportunities.

5513- Visitor Center Marketing includes billboards, cable, radio, and High Point Enterprise promotions. Budgeted funds in this line item is partially funded by sponsorship dollars.

5514- Visitor Center Programs include Spotlight on Saturday and survey enhancements in the Visitor Center for tracking

Total Tourism expense is \$256,899 compared to \$251,400 the year before.

5800- Grant Expense is \$245,000 is 15% of occ. tax

OCCUPANCY TAX COMPARISON 2014-2015 to PAST YEAR 2013-2014

Month	Month	Monthly Amt.	Total Amt.	Monthly Amt.	Total Amt.	% Change	Diff. from Last Yr.	Diff. from Last Yr.	% Change
Received	Collected	Rec'd 14-15	YTD 14-15	Rec'd 13-14	YTD 13-14	by Month	by Month	YTD	YTD
Jul-14	May-14	\$126,253	\$126,253	\$121,763	\$121,763	\$4,490	\$4,490	\$4,490	4
Aug-14	Jun-14	\$126,422	\$252,675	\$114,108	\$235,871	\$12,314	\$12,314	\$16,804	7
Sep-14	Jul-14	\$129,211	\$381,886	\$113,577	\$349,448	\$15,634	\$15,634	\$32,438	9
Oct-14	Aug-14	\$133,061	\$514,947	\$118,519	\$467,967	\$14,542	\$14,542	\$46,980	10
Nov-14	Sep-14	\$128,147	\$643,094	\$124,127	\$592,094	\$4,020	\$4,020	\$51,000	9
Dec-14	Oct-14	\$200,194	\$843,288	\$171,488	\$763,582	\$28,706	\$28,706	\$79,706	10
Jan-15	Nov-14	\$115,371	\$958,659	\$104,941	\$868,523	\$10,430	\$10,430	\$90,136	10
Feb-15	Dec-14	\$84,430	\$1,043,089	\$75,780	\$944,303	\$8,650	\$8,650	\$98,785	10
Mar-15	Jan-15	\$96,442	\$1,139,531	\$81,537	\$1,025,840	\$14,905	\$14,905	\$113,691	11
Apr-15	Feb-15			\$109,542	\$1,135,382				
May-15	Mar-15			\$161,815	\$1,297,197				
Jun-15	Apr-15			\$162,453	\$1,459,650				

HIGH POINT CONVENTION VISITORS - BUREAU - FINANCIAL - MARCH FY 14/15

No.	Item	ACTUAL Month-Mar This Year 14/15	ACTUAL Month-Mar This Year 13/14	ACTUAL YTD This Year 14/15	ACTUAL YTD Last Year 13/14	Operational Budget HPCVB FY 14/15	9 Month Estimate	YTD Variance
INCOME								
4101	Transient Occ. Tax (Jan.)	96,442	81,537	1,139,532	1,025,840	1,534,500	1,150,875	(11,343)
4102	Interest Income	59	88	609	1,093	1,500	1,125	(516)
4104	Other Income	-	13	-	16,676	-	-	-
4105	Reserve Carry Over EBI	-	-	-	-	97,736	73,302	(73,302)
4106.1	Sponsorship Revenue Earmarked for VIC Marketing	2,812	-	46,114	-	75,000	56,250	(10,136)
4106.2	Sponsorship Revenue Earmarked for Reserves	2,812	-	46,025	-	75,000	56,250	(10,225)
4107	Regional Preferred Member Revenue for Marketing	700	-	7,067	-	10,000	7,500	(433)
4108	Art & Tourism Grants Carryover	-	-	-	-	9,510	7,133	(7,133)
TOTAL INCOME		102,825	81,638	1,239,347	1,043,609	1,803,245	1,352,435	(113,088)
RESTRICTED A & T Grant Income								
Restricted A & T Grant Income		19,181	17,552	172,629	157,568	230,175	172,631	(2,25)
UNRESTRICTED INCOME		83,644	64,086	1,066,718	885,641	1,573,071	1,179,803	(113,085)
EXPENDITURES								
Administrative								
5201	Salaries	31,976	30,365	286,909	268,515	377,267	282,950	3,959
5202	Retirement	2,170	1,187	15,436	14,817	22,000	16,500	(1,064)
5203	Life/Hosp/Dent. Ins.	2,579	4,467	43,444	40,164	64,900	48,675	(5,231)
5204	Soc. Security	2,484	2,309	22,206	20,356	28,860	21,645	561
5205	Unemployment Ins.	149	123	829	628	1,300	975	(146)
TOTAL ADMINISTRATIVE EXP.		38,892	38,451	368,824	344,480	494,327	370,745	(1,921)
Operations								
5301	Memberships General * See NOB Footnote * 1	455	455	26,424	4,605	5,405	4,054	22,370
5302	Travel Local	2,170	1,853	18,675	13,822	19,000	14,250	4,425
5303	General & Administrative * See NOB Footnote 2	4,415	77,373	100,192	114,898	104,000	76,000	22,192
5304	Postage/General	(4,392)	79	1,664	3,891	5,000	3,750	(2,086)
5305	Parking	-	-	-	960	-	-	-
5306	Telephone	993	891	9,771	7,014	10,700	8,025	1,746
5307	Rent/Utilities - Bureau/PDMM	6,244	4,398	51,121	49,327	75,820	56,865	(5,744)
5308	Comm/Board Expenses	2,647	293	16,921	9,280	14,534	10,901	6,021
5309	Equipment	783	5,197	12,429	15,773	16,020	12,015	414
TOTAL OPERATIONS EXPENSE		13,305	90,539	237,197	219,170	250,479	187,859	49,338
Convention Promotion								
5401	Advertising	-	2,128	12,235	24,195	28,000	21,000	(8,765)
5402	Convention Services - General * See NOB Footnote 3	95	(1,439)	19,652	3,232	24,000	18,000	1,652
5402.5	Convention Services - Event Booking Incentive	-	-	41,613	43,264	150,000	112,500	(70,887)
5402.7	IHFMA Furn. Market Support	12,500	12,500	112,500	112,500	150,000	112,500	-
5403	Entertainment	-	306	104	1,560	2,000	1,500	(1,396)

Non-Operational Budget Expenditures Noted

* NOB Footnote 1 - We have paid \$20,000 to the HP Partners to be an active participant in Business Inc. Initiative

* NOB Footnote 2 - We have paid \$5,515 in electrical and construction in the Visitor Center

* NOB Footnote 3 - We have paid \$7,403 for Strategic Advisory Group for follow up meetings and consultation

No.	Item	ACTUAL Month-Mar This Year 14/15	ACTUAL Month-Mar This Year 13/14	ACTUAL YTD This Year 14/15	ACTUAL YTD Last Year 13/14	Operational Budget HPCVB FY 14/15	9 Month Estimate	YTD Variance
5404	Literature/Printing	-	2,911	511	4,295	17,000	12,750	(12,239)
5405	Memberships - Convention	-	-	2,445	3,000	6,205	4,654	(2,209)
5406	Postage	3	-	3	239	1,500	1,125	(1,125)
5407	Special Projects	4,062	4,134	68,069	43,145	67,000	50,250	17,819
5408	Subscription/Publ.	-	-	168	84	250	188	(20)
5409	Travel	3,613	2,729	12,658	18,370	29,000	21,750	(9,092)
5410	Trade Shows	-	500	3,288	8,149	8,700	6,525	(3,237)
5412	Audio-Visuals	-	-	-	-	1,500	1,125	(1,125)
5413	Systems/Intern	-	-	3,270	-	7,200	5,400	(2,130)
TOTAL CONVENTION PROM.		20,273	23,769	276,516	262,033	492,355	389,266	(92,750)
Tourism Promotion								
5501	Advertising	5,835	1,075	43,772	27,699	51,000	38,250	5,522
5502	Audio Visuals	-	-	-	-	1,500	1,125	(1,125)
5503	Literature/Printing	1,915	1,095	20,879	1,680	24,000	18,000	2,879
5504	Memberships - Tourism	-	-	390	176	600	450	(60)
5505	Postage	6,412	27	6,500	482	2,500	1,875	4,625
5506	Special Projects	20	-	9,697	16,410	19,500	14,625	(4,928)
5507	Travel/Entertainment	737	177	2,163	742	2,000	1,500	663
5508	Travel Shows	70	-	4,000	-	6,000	4,500	(500)
5509	Visitor Info Ctr. * See NOB Footnote 4	10,928	5,872	86,231	78,124	30,300	22,725	63,506
5512	Web	679	-	5,010	11,701	18,000	13,500	(8,490)
5513	Visitor Center Marketing	3,476	-	48,066	9,700	96,000	72,000	(23,934)
5514	Visitor Center Programming	-	-	6,710	-	-	-	6,710
TOTAL TOURISM PROMOTION		30,072	8,246	233,418	146,714	251,400	188,550	44,888
Subtotal unrestricted expenses		102,542	161,005	1,115,955	972,397	1,488,561	1,116,421	(466)
Net unrestricted income after expenses		(18,898)	(96,919)	(49,237)	(86,756)	84,510	63,383	(112,620)
ARTS & TOURISM GRANTS PROGRAM								
Restricted A & T Grant Income		19,181	17,552	172,629	157,968	239,685	179,764	(7,134.75)
5800	Restricted A & T Grants Expense * See OB Footnote 1	8,100	4,833	216,334	170,254	239,685	179,764	36,570
Net restricted income after expenses		11,081	12,719	(43,705)	(12,286)	239,685	179,764	36,570
TOTAL EXPENDITURES								
Total earmarked for Reserves (Year 1 Payback)		110,642	165,838	1,332,289	1,142,651	1,728,246	1,296,185	36,105
Sub total Excess Receipts over Expenses		(7,817)	-	(92,942)	-	87,000	65,250	(65,250)
Building Rental Credit Earmarked for Reserves - Chamber loan		1,000	-	9,000	-	1,815,246	1,361,435	(29,146)
Total of non-operational budget expenses (depicted in footnotes (1-4))		9,348	-	104,880	-	(12,000)	(9,000)	(83,942)
Total of Operational Budget Expenditures		101,294	-	1,227,409	-	12,000	9,000	104,880
TOTAL OPERATIONAL BUDGET RECEIPTS OVER EXPENSES		1,531	(84,200)	11,938	(99,042)	0	0	(23,783)

NON-OPERATIONAL BUDGET EXPENDITURES NOTED

* NOB Footnote 4 - We have paid \$71,862 for completion of the Visitor Center galleries, videos and design

OPERATIONAL BUDGET EXPENDITURES NOTED

* OB Footnote 5 - We have paid \$216,334 in Arts & Tourism Grants where we typically would have paid \$179,764 YTD. There were several groups that needed their money at the start of the fiscal year. We paid out \$36,570 more than schedule in grants. We only have \$23,351 to spend in grants for the remainder of the year.

HP Convention & Visitors Bureau
Balance Sheet
March 31, 2015

4/28/15 at 14:51:23.08

ASSETS

Current Assets

HP Bank & Trust - Chkg - CVB	\$	77,483.39
HP Bank & Trust - MM - CVB		94,678.79
Petty Cash		2.31
CASH CD/ CVB		125,648.05
AR - Chamber Loan Balance		56,071.83

Total Current Assets 353,884.37

Property and Equipment

FURNITURE / EQUIPMENT	161,434.90
ACCUMULATED DEPRECIATION	(123,858.87)

Total Property and Equipment 37,576.03

Other Assets

COLLECTIONS DOLLS	156,200.00
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Total Other Assets 156,200.00

Total Assets \$ 547,660.40

LIABILITIES AND CAPITAL

Current Liabilities

Retirement Withholding	\$	(0.16)
Health Insurance Withholding		(290.02)
Dental Withholding		285.93
Tax Garnishments		(84.00)
Aflac Withheld		(146.80)
Accident Ins.		26.00
United Way		236.60

Total Current Liabilities 27.55

Long-Term Liabilities

Total Long-Term Liabilities 0.00

Total Liabilities 27.55

Capital

Retained Earnings	(82,215.89)
Fund Balance - CVB	722,799.48
Net Income	(92,950.74)

Total Capital 547,632.85

Total Liabilities & Capital \$ 547,660.40

SUMMARY OF HPCVB'S REGIONAL VISITOR CENTER SPONSORSHIP PROGRAM

SPONSOR GOAL FOR YEAR 1	150,000.00
Paid Sponsors	51,000.00
Outstanding Sponsors	118,000.00
Paid Ambassadors	21,000.00
Outstanding Ambassadors	20,500.00
In Kind Sponsors	72,500.00
TOTAL COMMITMENT	283,000.00

	Committed Cash Collections	June 2014 Receipts	FY 14-15 Receipts	FY 15-16 Receipts	FY 16-17 Receipts	Total Committed Collections including non-cash
Cash Receipts	72,000.00	25,000	47,000	0	0	72,000
Outstanding Receivables for next 3 years	138,500.00		46,139	77,361	15,000	138,500
In Kind Sponsors - non cash commitments already collected	72,500.00	72,500	0	0	0	72,500
TOTAL COMMITMENT	283,000.00	97,500	93,139	77,361	15,000	283,000

Cash Commitment	210,000
Cash Received To Date (FY 13/14 and FY 14/15)	118,139
Amount committed to reserves (1/2 of sponsor receipts)	59,070

HPCVB 's allows Industry Partners to market their organizations within the High Point Regional Visitor Center, interactive kiosks, website, exhibit galleries, information on demand, promotional map, and visitor app. This opportunity supplements HPCVB's operational marketing in all promotional collateral and website. HPCVB developed a program for Industry Partners to become a sponsor in the Visitor Center, where HPCVB has custom packages and promotions for any budget ranging from \$250 - \$30,000. This is a win-win for the Industry Partner as well as HPCVB. The Industry Partner gets the additional marketing exposure and HPCVB receives additional income to market High Point and High Point's Regional Visitor Center through billboards, radio, and cable tv. This aggressive marketing strategy complements the operational marketing budget such as reprint of brochures, maintain website, place ads in state, regional, and niche market magazine, etc. HPCVB would not be able to promote High Point through these media outlets within our operating budget of our occupancy tax receipts. HPCVB saw an opportunity to brand the Visitor Center as a regional visitor center as there was not an entity promoting the region as a tourism destination. This branding is a great fit for High Point as it compliments our hub and spoke strategy, making High Point the hub or center destination for visitors. Once they are in High Point, we can then encourage them to stay longer as they visit other attractions or spokes in the area.

To refer to the Sponsorship Program in the budget, please review line items 4106.1 (sponsorship dollars allocated for additional marketing) and 4106.2 (sponsorship dollars allocated to go back in reserves, hence paying off the capital expenditures of the building, move, and build out of the Visitor Center that was taken out of reserves)

Non-Operational Budget Expenditures

	<u>FY 13-14</u>	<u>FY 14-15 YTD</u>
Capital Expenditures - Visitor Center Construction	185,248	71,862
<i>Design, Implementation, Buildout, Videos, Graphics, Kiosks, Database, Art - Companies used: Holt Group, Frogman Interactive, Cartagram, McNeill Communications, Me & Him Désigns, and Elements * this item is footnoted on the financial statement #4 under 5509 Visitor Center</i>		
Capital Expenditures - Move/Building/Office		
Equipment/Signage	70,391	5,615
<i>Move offices, build entrance, add doors, add carpet, widen sidewalk, add awnings, add digital signage, directional signage, add telephone lease, add small copier, cabling and wiring of building - Companies used: City Transfer, SignWorks, Dize Company, Capitol Medals, Williard-Stewart * this item is footnoted on the financial statement #2 under 5303 General & Administrative</i>		
Chamber Loan - to build out new board room	70,071	0
<i>Buildout of Board Room with AV technology - Companies used: Willard-Stewart and Church Interiors Audio/Video * this item is reflected on the balance sheet under Accts. Receivables - Chamber Loan</i>		
HP Partners -Business Inc. initiative * this item is footnoted on the financial statement # 1 under 5301 Memberships General		20,000
Strategic Advisory Group - Feasibility Study * this item is depicted in 5402 Convention Services - General	5,996	7,403
	331,706	104,880
		please refer to page 2 of financial statement highlighted in
Sponsorship Funds added to Reserve (split 1/2)	-12,500	-46,570
TOTAL OF NON-OPERATIONAL BUDGET EXPENSES	319,206	58,310

Please note that Sponsorship Funds collected are \$92,139 YTD for FY 14-15. Half the funds \$46,070 will be used to offset the Capital Expenditures in the Non-Operational Budget. The other \$46,070 is used for Visitor Center Marketing Expense which is a budget line item in 5513. The line items on this page were not budgeted in our operational budget and came out of reserves. These projects were/are associated with the move to the Chamber building, the build out of the Visitor Center, a loan to the Chamber to build another board room in their raw space, an opportunity to participate in Business Inc, and work for Strategic Advisory Group to vet a possible

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
	<u>FY 14-15 Grant Allocation</u> \$239,685	\$239,685

ARTS & TOURISM GRANTS PROGRAM

2015-2016 GUIDELINES

Application Deadline May 29, 2015

The purpose of this Arts & Tourism Grants Program is to assist area non-profit organizations with promotional and marketing projects that will enhance the development of arts and tourism, and supplement the High Point Convention & Visitors Bureau's (HPCVB) efforts to bring increased visitation to High Point.

PROJECT GUIDELINES

Any non-profit organization may apply for an Arts & Tourism Grant according to the following guidelines:

1. Projects should be arts and tourism related and should be of a promotional, advertising, or marketing nature.
2. Projects should be designed to develop and enhance increased visitation for the organization or event, as well as High Point, including hotels, motels, event facilities, and attractions.
3. Projects should promote visitation by out of town guests as well as have local impact.
4. Projects should help to enhance High Point's image as a visitor/convention/event destination or stopover.
5. HPCVB Board of Directors shall have sole authority in granting these funds.
6. In making decisions on grant applications, the Board will consider such factors as the type and scope of the applying organization, the impact and priority of the proposed project, the timetable, the number of applications received, the dollar amounts requested, the dollar amounts available, and the timeliness of updated progress and final reports.
7. Organizations receiving Arts & Tourism Grants in the past must re-apply each year. There are no guarantees that organizations will receive grants from year to year. Application requests are made annually, and grants will be awarded based on the merit and priorities for each year.
8. Recipients of previous grants will only be eligible if all previous progress and final reports are received.
9. Projects must take place within July 1, 2015 and December 31, 2016
10. All applicants must submit a copy of their official proof of non-profit status with their grant application.
11. It is understood that if the applicant is awarded grant monies, then HPCVB's contribution will be sufficiently acknowledged.
12. If the organization has multiple projects to submit for grant funding, then the applicant should submit a stand-alone application for each request.

APPLICATION PROCEDURES & SCHEDULE

1. Complete and deliver or mail the **Application**. Electronic submissions of applications or grant reports will not be accepted. All information must be included, such as budget, IRS non-profit status information, and the applicant's signature. Applications and reports must be typed. Attach extra sheets if needed. In the event you are including additional support information such as brochures, flyers, audio visuals, guides, etc., then please provide those in quantities of (10) and hole punched. It is encouraged to submit support materials with the application by the submission deadline. These materials will be included with the application for review by the committee. To receive an application via e-mail, please contact 884-5255 or MBurnett@HighPoint.org. Applications are also accessible via the web at www.highpoint.org
2. Application Deadline is May 29, 2015

**Mail or Deliver
Applications to:**

Arts & Tourism Grants Committee
High Point Convention & Visitors Bureau
1634 N. Main St. Suite 102
High Point, NC 27262

- HPCVB is open 8:30am – 5:00pm Monday – Friday.
- Applications must be received by 5:00pm

PAYMENT OF APPROVED GRANTS

Approved grants will be paid in either a lump sum or in increments, depending on the amount granted, the project's timetable, and the Bureau's funding schedule.

REPORTS REQUIRED:

1. Progress Report and Final Report forms are available at www.highpoint.org. The Final Report will be due by May 10, 2015 if the project is completed by June 30, 2015. The Progress Report is due by May 10, 2015 if the project is not completed by June 30, 2015, and then the Final Report will be due by December 31, 2015.
2. Should plans for the approved Grant be changed, HPCVB must be notified. Grants are subject to be refunded to HPCVB if the funds are spent on unauthorized projects, or if the project is canceled.

**The mission of the High Point Convention & Visitors Bureau
is to promote and encourage economic development in
High Point through travel and tourism.**

**EVENT BOOKING INCENTIVES
PROPOSED/DEFINITE
FY 14-15**

<u>GROUP</u>	<u>AMOUNT</u>	<u>AMOUNT GIVEN</u>
Hi-Toms Baseball - TEAM Japan	\$1,000	\$1,000
High Point Golf Swingers	\$2,000	\$2,000
Piedmont Soccer Alliance	\$2,500	\$2,500
NC Assn. or the Treatmean of Opioid Dependence	\$300	\$324
HPU Fall Family Weekend	\$1,000	\$1,000
HPU Fall Alumni Weekend	\$2,000	\$2,000
Miss NC USA Teen and Miss NC USA Pageant	\$10,000	\$10,000
NC State Elks Assn. Fall Convention	\$5,000	\$3,034
Special Olympics	\$10,000	\$10,000
Showtime - ITMA	\$14,000	\$7,000
HPU Spring Family Weekend	\$1,000	\$1,000
Carolina Preps, Inc	\$1,000	
2014 Furniture City Long Course Swim Meet	\$2,000	
Willow Creek Senior Golf HOF Championship	\$2,000	
 TOTAL TO DATE	 \$53,800	 \$39,858

group will be paid before June 30, 2015 at the end of the fiscal year after their event

Board of Directors

<u>Board Member</u>	<u>Representing</u>	<u>Terms</u>	<u>Appointed By:</u>
Mary Lou Blakeney Chairwoman 1411-D Bergamot Loop HP NC 27260 Cell: 336-471-3178 Purplelady44@gmail.com	Voting At Large	10/11 – 9/13* 10/13 – 9/15	County
Bruce Davis Vice-Chairman KidAppeal 1010 Greensboro Rd.; HP NC 27260 Work: 336-887-3684; 336-688-2431 BruceDavis@Triadbiz.rr.com	Voting At-Large	1/15 – 12/16*	County
Corine Hollingsworth Treasurer High Point Plaza Hotel and Conference Center 135 S. Main St. HP NC 27260 Work: 336-889-8888 Chollingsworth@innercirclehp.com	Voting Accommodations with more than 100 rooms	1/15 -12/16 FIT	County
Patrick Harman Asst. Treasurer 1214 Woodland Pl HP NC 27262 Phone: 508-2703; Home 336-882-3551 Patrickatserve@aol.com	Voting Arts & Tourism Attractions	12/14 – 11/16*	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
Mena Parrish Past Chairman JH Adams Inn 1108 N. Main St. HP, NC 27262 Work: 882-3267 MParrish@jhadamsinn.com	Ex-Officio Past Chair	Term Began 12/14	HPCVB Board

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 1/13/15

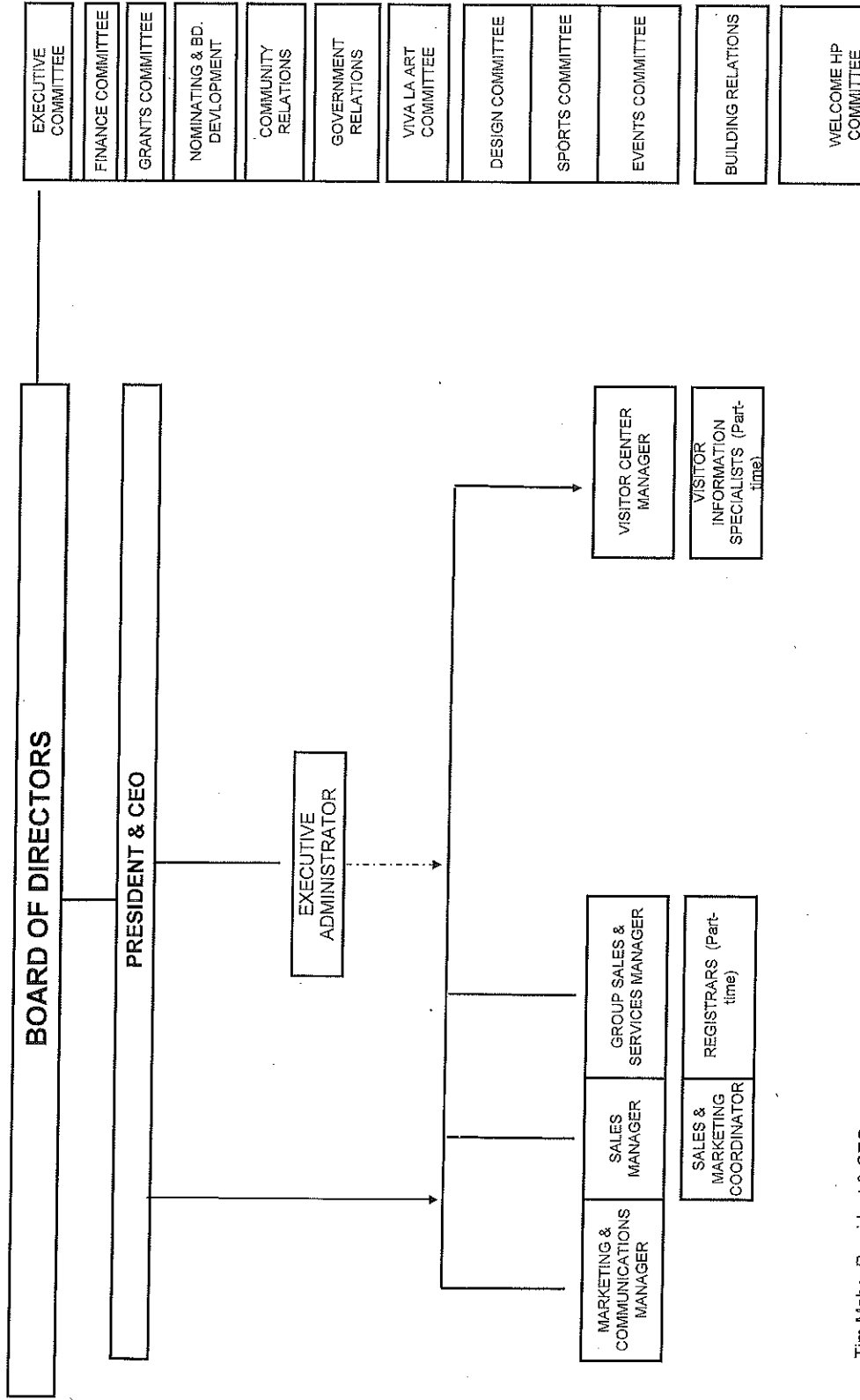
<u>Board Member</u>	<u>Representing</u>	<u>Terms</u>	<u>Appointed By:</u>
Dorothy Darr Southwest Renewal Foundation 501 W. High St. HP, NC 27260 Phone: 336-887-5130 Cell: 336-689-8122 Dorothy1@northstate.net	Ex-Officio Southwest Renewal	Term Began 12/14 in conjunction with Southwest Renewal Role	Southwest Renewal
Peter Freeman Freeman Kennett Architects 1102 N. Main St. Ste. 102 HP, NC 27262 Phone 336-869-3464 Freeman@freemankennett.com	Ex-Officio City Architect of Record	Term began 12/14 with Freeman Kennett's involvement in City of High Point's core city planning	HP City
Natalie Haire Community Relations Manager HPU Roberts Hall 313 Drawer 59, HP NC 27262 Work: 336-841-9524; 880-9166 NHaire@HighPoint.edu	Ex-Officio High Point University	Term began 3/15 in conjunction with High Point University role	HPU
Mark Harris GTCC 901 S. Main St.; HP NC 27260 Cell: 336-854-0424 MEHarris@gtcc.edu	Ex-Officio GTCC	Term began 3/15 in conjunction with GTCC role	GTCC
Darlene Leonard Chamber Chairman 4035 Premier Dr. Suite 300 HP NC 27265 Work: 336-821-1320 Cell: 336-339-7930 DLeonard@smithleonardcpas.com	Ex-Officio High Point Chamber	Term Began 1/12 in conjunction with Chamber Chairmanship	HP Chamber
Leah Price EDC Chairman BB&T 620 N. Main St. HP, NC 27260 Work: 336-889-1121 LPPrice@BBandT.com	Ex-Officio High Point EDC	Term began 1/14 in conjunction with EDC Chairmanship	HP EDC
Lee Tillery High Point Parks and Recreation 136 Northpoint Ave. HP, NC 27262 Work: 336-883-3473 Lee.tillery@highpointnc.gov	Ex-Officio High Point Parks and Recreation	Term began 12/14 in conjunction with HP Parks and Recreation Role	HP Parks and Rec
Scott Tilley High Point Partners 501 N. Main St. HP, NC 27260 Phone: 336-410-7204 Scott_tilley@ml.com	Ex-Officio High Point Partners	Term began in conjunction with High Point Partners Role	High Point Partners

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 1/13/15

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 2014/2015

CITY REPRESENTATION

Chamber of Commerce
Economic Development Committee
Rotary Club of High Point

Chair Blakeney, Tim Mabe (substitute)
Chair Blakeney, Tim Mabe (substitute)
Tim Mabe
Tim Mabe, Melody Burnett, Nancy Bowman
(current class)
Melody Burnett
Chair Blakeney, Tim Mabe
Joyce Allen-Crawford
Melody Burnett
Tim Mabe
Tim Mabe
Tim Mabe & Melody Burnett
Gillian Dobbins
Tim Mabe
Tim Mabe

Leadership High Point Alumni
Triad Women's Forum
High Point Market Authority
High Point Showroom Association
Uptowne High Point Committee
Business Inc.
HP Partners Board
HP Partners Task Force Committee
South Main St./GTCC Committee
Downtown/Market District Committee
Southwest Renewal Foundation

COUNTY REPRESENTATION

Guilford County Hotel Association

Gillian Dobbins

TRIAD REPRESENTATION

Piedmont Triad Film Commission
Piedmont Triad Sports Clubs
Piedmont Triad Host DMO Group

Tim Mabe & Nancy Bowman
Marva Wells
Tim Mabe & Nancy Bowman

STATE REPRESENTATION

Association Executives of North Carolina
Governor's Conference - Tourism
Meeting Professionals International - Carolinas
Chapter
American Bus Tours
NC Motorcoach Association
National Association of Sports Commissions
NC Tourism Industry Association

Gillian Dobbins & Mara Wells
Tim Mabe, Nancy Bowman, Janet Siler
Gillian Dobbins, Marva Wells, and Tim Mabe
Gillian Dobbins and Nancy Bowman
Gillian Dobbins and Nancy Bowman
Marva Wells
Tim Mabe

NATIONAL REPRESENTATION

CONNECT
IAVM - National & Regional
Destination Marketing Association Intl.
TEAMS

Marva Wells
Tim Mabe & Gillian Dobbins
Melody Burnett
Marva Wells

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent (ROI) for Street Abandonment Case 15-05
(partially improved alley)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: No

Advertising Date/ Not applicable

Advertised By:

Attachments: A. Resolution of Intent (ROI) for Street Abandonment Case 15-05
B. Map of right-of-way proposed to be abandoned

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date of July 20, 2015, to consider a request to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

BACKGROUND:

Resolution of Intent for Street Abandonment Case 15-05 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council set a public hearing date of Monday, July 20, 2015 to hear this request.

Publish four (4) consecutive weeks: June 19 & 26, 2015 and July 3 & 10, 2015

**RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(Case # SA15-05)**

WHEREAS, the City Council has been petitioned to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to abandon the above right-of-way and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, July 20, 2015, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 15th day of June, 2015.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA15-05

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



Location of requested street abandonment



Previously abandoned right-of-ways

**Planning & Development
Department**

City of High Point

Date: June 5, 2015



Scale: 1"=200'

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

P/u - City of HP

JAMESTOWN ENGINEERING GROUP, INC. P.O. BOX 365 JAMESTOWN, N.C 27282

PB 189 PG 65

I, James B. Stephens, certify that this is not a boundary survey; this plat was drawn by me from deed description recorded in book and pages noted, (see note 1); that the boundaries not surveyed are clearly indicated as drawn from information found in book and pages noted; that this plat was prepared in accordance with G. S. 47-30(j) as amended.

Witness my original signature, license number and seal this 20th day of Mar., 2015.



Professional Land Surveyor

L-3348

License Number

I, James B. Stephens, Professional Land Surveyor, P.L.S., No. L-3343, certify that this is of a survey that:

- ☐ 1. Creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- ☒ 2. Is of another category, such as the recombination of existing parcels, a court ordered survey or other exception to the definition of subdivision.
- ☐ 3. Is of an existing parcel of parcels of land.

James B. Stephens Mar. 20, 2015
James B. Stephens, P.L.S. Date

The Annexation Ordinance for this property was approved by High Point City Council on JUNE 15, 2015 with the effective date of annexation being JUNE 15, 2015 and the following ordinance number #7153/15-36

SIGNED: *Willie S. Beir*
MAYOR

THIS PLAT DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE DIVISION OF HIGHWAYS AS PROVIDED IN G.S.102.6, SUBSECTION (g).

SITE DATA

TOTAL R/W DEDICATION = 0
AREA IN LOTS = 0.61 ACRES
AREA IN COMMON ELEMENTS = 0

TOTAL TRACT = 0.61 ACRES
TOTAL NUMBER OF LOTS = 1

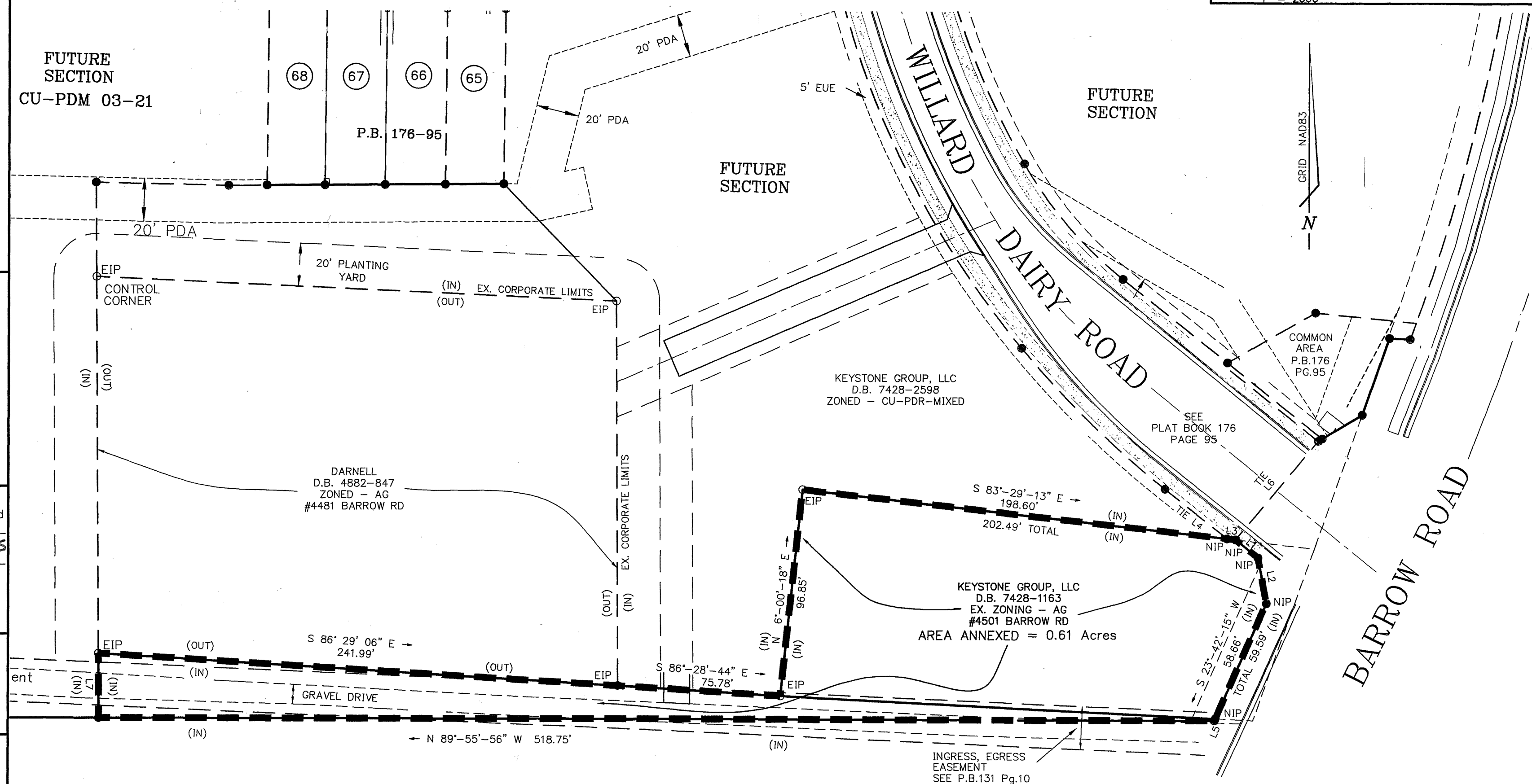
DEED REFERENCE: D.B. 7428, Pg.1163
D.B. 7428, Pg.2592

NOTES:

1 - ALL BOUNDARY INFORMATION SHOWN HEREON IS PER THE DEEDS SHOWN FOR EACH TRACT. NO FIELD SURVEY WAS DONE IN PREPARATION OF THIS PLAT.

2 - THIS PROPERTY MAY BE SUBJECT TO ANY RIGHTS OF WAY, EASEMENTS OR OTHER FACTS THAT MAY BE DISCLOSED BY A COMPLETE TITLE SEARCH.

FUTURE SECTION
CU-PDM 03-21



Airport Overlay Zone Note:

The property is located within the City of High Point Airport Overlay Zone and is subject to aircraft overflights and to aircraft noise that may be objectionable dependent upon the use and location of the property. Please refer to the city's Airport Overlay District regulations and the City of High Point Department of Planning and Development for more information on potential noise impacts. The owner of this subdivision is required to provide notification that this property is within the airport overlay district to all prospective lot purchasers, by means of a written disclosure statement.

FAIR OAKS AT BENT TREE
P.B. 131-10
ZONED - CU-RM-5

BK: P 189
PG: 65-65
RECORDED
06-23-2015
08:49:07 AM
BY: SHEIKA WASHINGTON
ASSISTANT-HP

2015031920
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$21.00

LEGEND

○ EIP	EXISTING IRON PIN FOUND	□ CM	CONCRETE MONUMENT
● NIP	NEW IRON PIN SET	○ R/W DISK	RIGHT OF WAY DISK
⊕	CENTERLINE	⊗	UTILITY POLE
R/W	RIGHT-OF-WAY	□ CB	CATCH BASIN
Sq. Ft.	SQUARE FEET	□ GM	GAS METER
D.B.	DEED BOOK	● GV	GAS VALVE
P.B.	PLAT BOOK	○ MH	MANHOLE
P.P.	POWER POLE	○ SSMH	SANITARY SEWER MANHOLE
RCP	REINFORCED CONCRETE PIPE	○ SDMH	STORM DRAIN MANHOLE
FES	FLARED END SECTION	□ YI	YARD INLET
CMP	CORRUGATED METAL PIPE	□ CB	CATCH BASIN
PDA	PROTECTED DRAINAGE AREA	◆ HYD	FIRE HYDRANT
D.M.U.E.	DRAINAGE MAINTENANCE & UTILITY EASEMENT	○ WELL	WELL

Owner/Developer:
KEYSTONE GROUP, INC.
c/o SCOTT WALLACE
3708 ALLIANCE DRIVE
GREENSBORO, NC 27407
(336) 886-5523

ANNEXATION MAP FOR THE TRELLISES AT PIEDMONT CROSSING

MARCH 20, 2015
Deep River Township, Guilford County
High Point, North Carolina

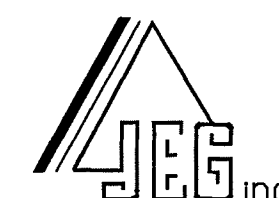
40' 30' 20' 10' 0' 40' 80'

SCALE: 1"=40'

JAMESTOWN ENGINEERING GROUP, INC.

117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C 27282
Telephone (336) 886-5523

C-0626

DATE MARCH 20, 2015 SCALE 1"=40'JOB No. 2014029SURVEY BY M.C.PLATTED BY J.B.S.

SHEET NO.

1
OF 1

S-ANNEX1.DWG

2014-029

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S. 105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2014 AND PRIOR YEARS' TAXES

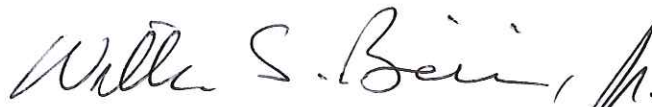
TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF
LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF
KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2006 through 2014 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2006 through 2014 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

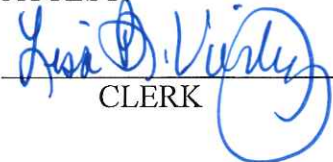
Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions in the discretion of the Tax Collector.

Taxes on classified Motor Vehicles for 2011 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2011 and prior years.

WITNESS my hand and official seal, this the 15th day of June, 2015.


MAYOR, CITY OF HIGH POINT

ATTEST:


CLERK



NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2015 TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2015 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2015 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobacoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

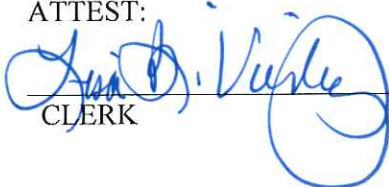
You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156 and gross receipts derived from short-term lease or rental of heavy equipment as set forth under G.S. 160A-215.2. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the 15th day of June, 2015.


MAYOR, CITY OF HIGH POINT

ATTEST:


CLERK



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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on May 26, 2015 and before the City Council of the City of High Point on June 15, 2015 regarding **Zoning Case 15-10** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Light Industrial (LI) District**. The property is approximately 1.8 acres lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue). The property is also known as Guilford County Tax Parcel 0185922).

SECTION 2

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

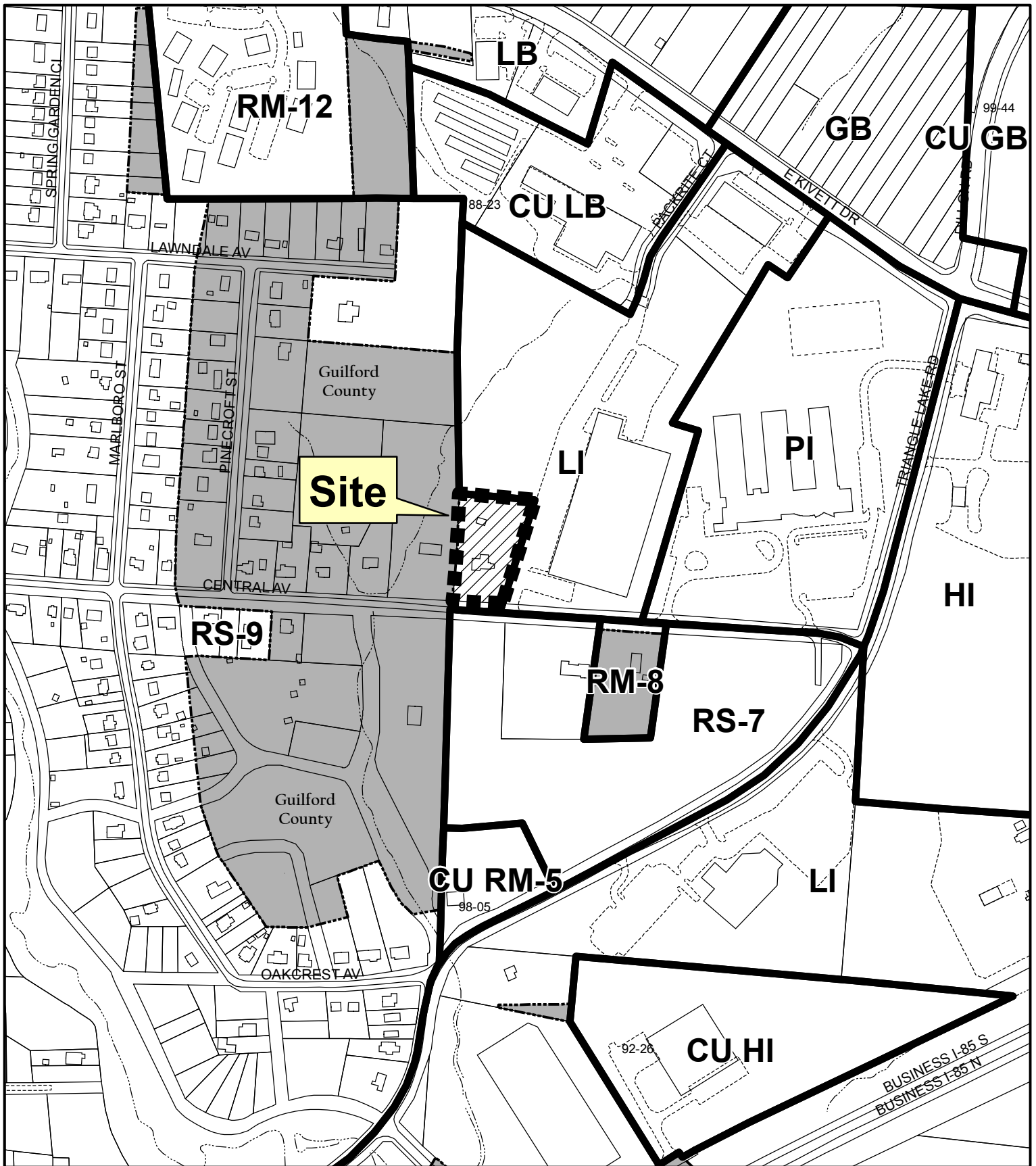
SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
15th day of June, 2015.

Lisa B. Vierling, City Clerk



ZONING CASE 15-10

**From: Residential Single Family-9
To: Light Industrial**

Existing Zoning Boundary
Subject Property Boundary



**Planning & Development
Department**

City of High Point

Date: May 26, 2015



Scale: 1"=400'

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2015\pz\215-10.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Case 15-08 (Keystone Group, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: June 15, 2015

Public Hearing: Yes

Advertising Date: June 3 & 10, 2015

Advertised By: Planning & Development

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

PURPOSE:

A request by Keystone Group, Inc. to rezone approximately 0.6 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Residential Multifamily-5 (RM-5) District. The site is lying at the southwest corner of Barrow Road and Willard Dairy Road. Approval of this request is contingent upon City Council approval of a voluntary annexation petition.

BACKGROUND:

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

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. On May 26, 2015, a public hearing was held before the Planning and Zoning Commission regarding Zoning Case 15-08. The Planning & Zoning Commission recommended approval of Zoning Case 15-08 by a vote of 6-0.
- B. Staff recommends **approval** of Zoning Case 15-08 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Keystone Group, Inc.

Zoning Case 15-08

At its May 26, 2015 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 0.6 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Residential Multifamily-5 (RM-5) District. All members of the Commission were present except for Mr. John McKenzie and Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request was Mr. Scott Wallace, president of Keystone Group, Inc., 3708 Alliance Drive, Greensboro, N.C.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended approval of Zoning Case 15-08, as recommended by staff, by a vote of 6-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Case 15-08 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because: 1) The request is consistent with the Land Use Plan; 2) The annexation and establishment of a RM-5 District on the site will eliminate a hole in the City's corporate limits and provide for the most optimal use of this small, oddly configured area in a manner compatible with the established development pattern in this area; and 3) The site lies between an existing CU RM-5 townhome development to the south and the townhome portion of a PUD District, conditioned to be developed to the RM-8 District standards, to the north. The request to permit the RM-5 District on this site is consistent with the established development and zoning pattern in this area.

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

**STAFF REPORT
ZONING CASE 15-08
May 26, 2015**

Request	
Applicant: Keystone Group, Inc.	Owner: Keystone Group, Inc.
Zoning Proposal: To annex and apply initial City zoning on approximately 0.6 acres	From: AG Agricultural District (Guilford County)
	To: RM-5 Residential Multifamily-5 District

Site Information	
Location:	Lying at the southwest corner of Barrow Road and Willard Dairy Road
Tax Parcel Numbers:	Guilford County Tax Parcels 0169950 and 0222141 (portion)
Site Acreage:	Approximately 0.6 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has relatively flat terrain with no noteworthy features.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Barrow Road. An 8-inch City sewer line lies approximately 170 feet to the north within Willard Dairy Road.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site. The site is within Tier 4 of this WCA, which only permits two dwelling units per acre for single family development or a maximum 50% built-upon area for other permitted uses.
Overlay District:	Oak Hollow Lake Watershed Critical Area (WCA) – Tier 4 Airport Overlay – Zone 3

Adjacent Property Zoning and Current Land Use			
North:	CU-PDM	Conditional Use Planned Unit Development-Mixed District	Undeveloped
	AG	Agricultural District (<i>Guilford Co.</i>)	Single family dwelling
South:	CU RM-5	Residential Multifamily-5 District	Townhome subdivision
East:	CU-PDM	Conditional Use Planned Unit Development-Mixed District	Barrow Road right-of-way
West:	CU PDM	Conditional Use Planned Unit Development-Mixed District	Undeveloped

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The site has a Mixed Use Development land use designation. This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan:	Not Applicable
Community Growth Vision Statement	This request is not in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Zoning History:	In 1995, Zoning Case 95-20 was approved to allow a CU RM-5 District on the 15-acre tract of land lying directly south of this zoning site. The land was developed into the Fair Oaks Townhome subdivision. In 2003, a 300-acre PUD zoning district was approved on land lying to the north and west of the zoning site. This 300 acre area was divided into multiple development tracts to permit single family dwellings, townhome/multifamily dwellings, commercial and industrial uses. The area directly north of the zoning site was approved under this PUD District to develop with townhome or multifamily uses under the RM-8 District standards.

Transportation Information			
Adjacent Streets:	Name		Classification
	Barrow Road		Major Thoroughfare
	Willard Dairy Road		Local Street
Vehicular Access:	Willard Dairy Road (public road)		
Traffic Counts: (Average Daily Trips)	Barrow Road		3,000 ADT (2005, 12-hour count)
	Willard Dairy Road		No data
Estimated Trip Generation:	No data		
Traffic Impact Analysis:	Required		Comment
	<u>Yes</u>	<u>No</u> X	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: (Fall 2014)	Maximum Design Capacity:	Mobile Classrooms:	Projected Additional Students:
Southwest Elementary	716	954	6	2
Southwest Middle	1,135	1,167	10	1
Southwest High School	1,530	1,595	12	1
School District Remarks:	None			

Details of Proposal

The applicant is requesting annexation and establishment of the City's RM-5 District on the site so it may be added to the abutting townhome development (The Trellises at Piedmont Crossing) lying directly to the north and west. Along with the parcel at the intersection of Barrow Road and Willard Dairy Road, the application includes a narrow strip of land owned by the applicant which was excluded from previous annexation and zoning requests for the Trellises development. The applicant desires to use the zoning site and some of the abutting land they own lying west of Willard Dairy Road to develop a recreation amenity (clubhouse and pool) for the Trellises development.

Staff Analysis

The zoning site abuts a 33-acre tract of land (The Trellises at Piedmont Crossing) to the north and west that is part of a larger 300-acre PUD District. This 33-acre tract is governed by the RM-8 District standards, except that density is limited to five dwelling units per acre. Directly to the south of the zoning site is the 15-acre Fair Oaks Townhome subdivision that was developed under a CU RM-5 District. The applicant has requested a RM-5 District for this 0.6-acre area to match zoning and uses of the abutting developments to the north and south.

Consistency with Adopted Plans:

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

Staff Comments:

This request will establish initial City zoning on this site. The requested RM-5 District permits the same uses and development densities as allowed on the abutting residential properties to the north and south, and it is consistent with the Land Use Plan and does not conflict with any land use 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 consistent with the Land Use Plan; 2) The annexation and establishment of a RM-5 District on the site will eliminate a hole in the City's corporate

limits and provide for the most optimal use of this small, oddly configured area in a manner compatible with the established development pattern in this area.; and 3) The site lies between an existing CU RM-5 townhome development to the south and the townhome portion of a PUD District, conditioned to be developed to the RM-8 District standards, to the north. The request to permit the RM-5 District on this site is consistent with the established development and zoning pattern in this area.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 0.6 acre area to the RM-5 District.

Required Action

Planning and Zoning Commission:

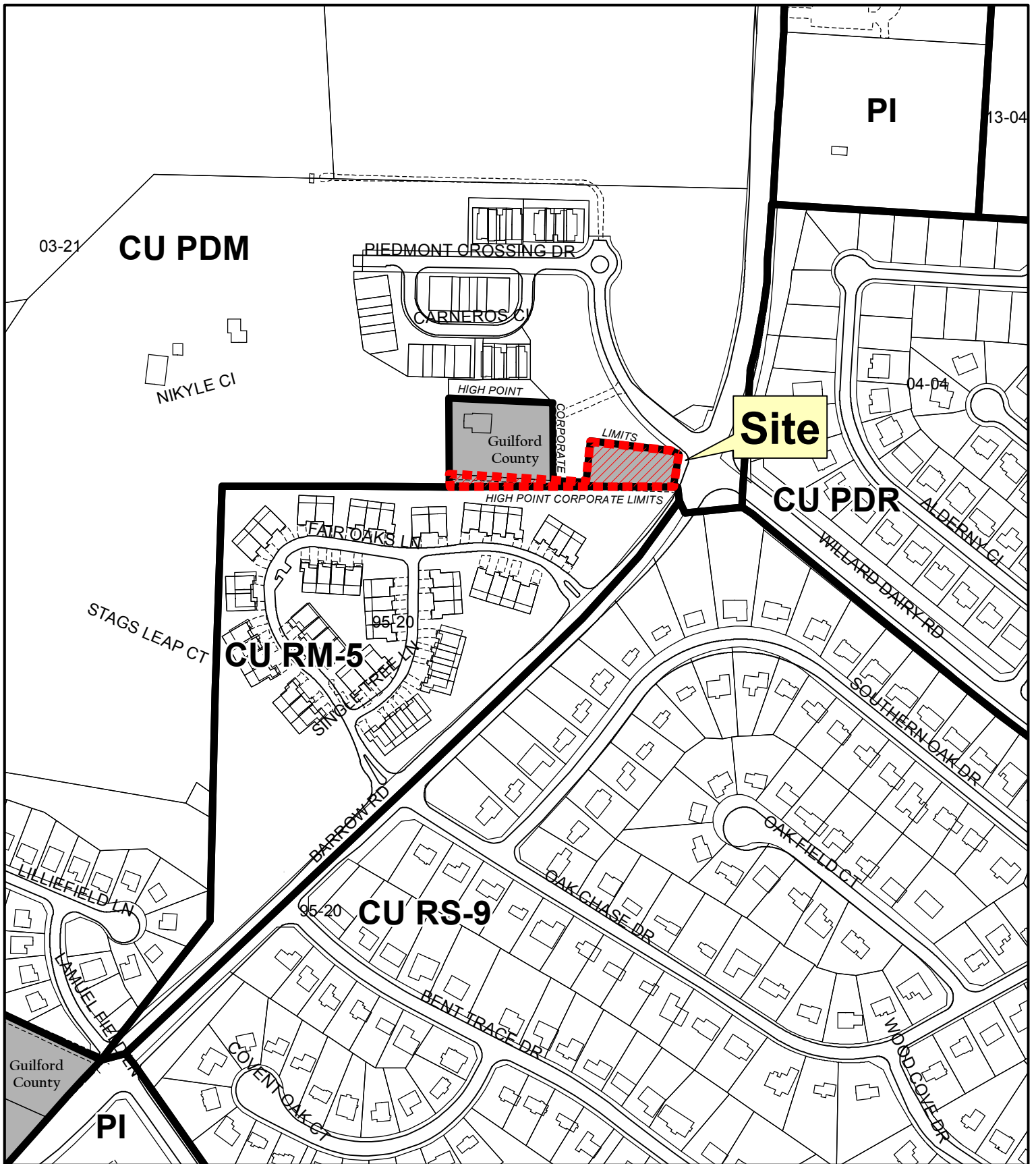
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting 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 15-08

From: Agricultural (Guilford County)
To: Residential Multifamily-5

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

**Planning & Development
 Department**

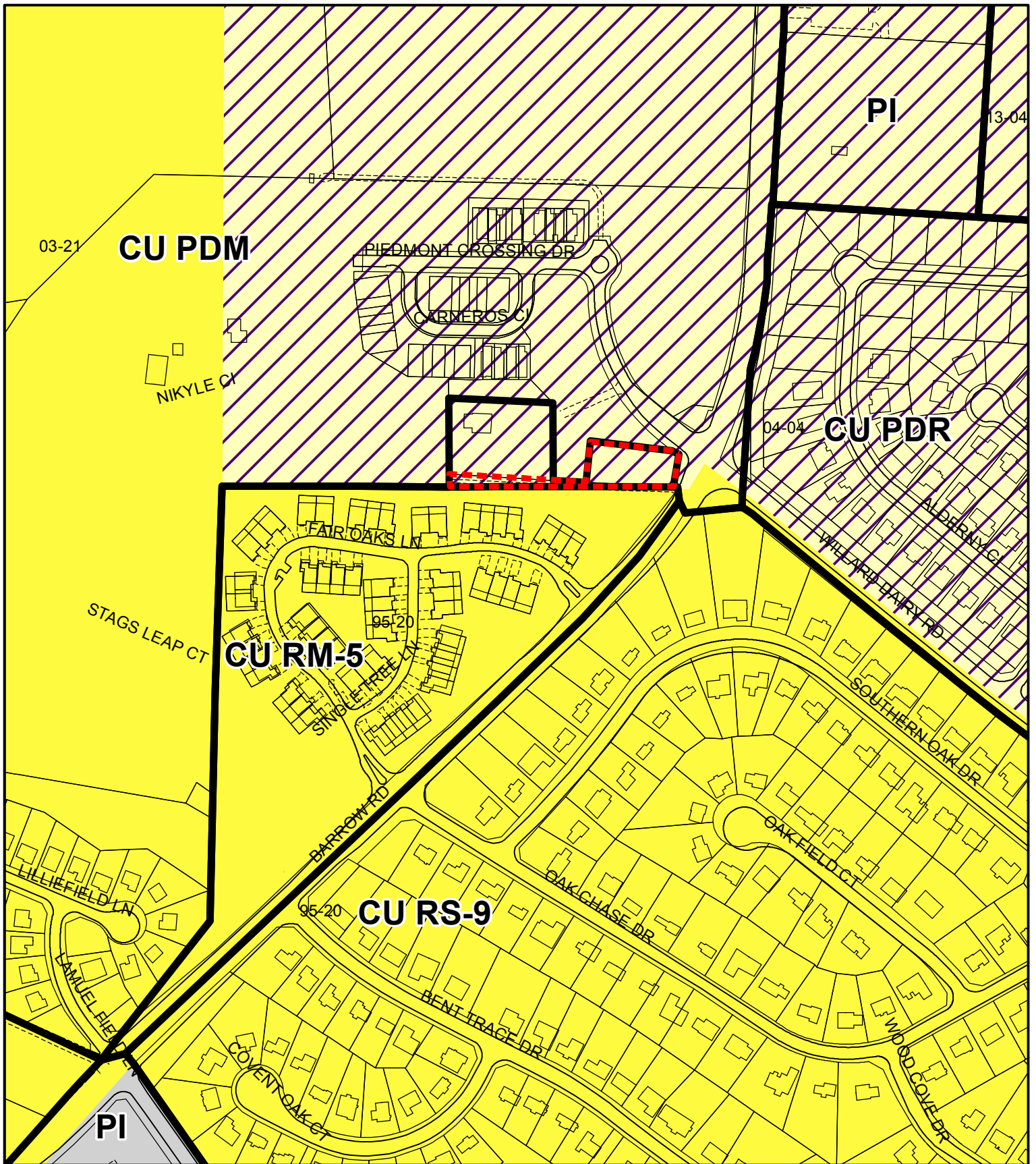
City of High Point

Date: May 26, 2015



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ZONING CASE 15-08

Land Use Plan

-  Mixed Use Development
-  Low-Density Residential
-  Institutional

Planning & Development
Department

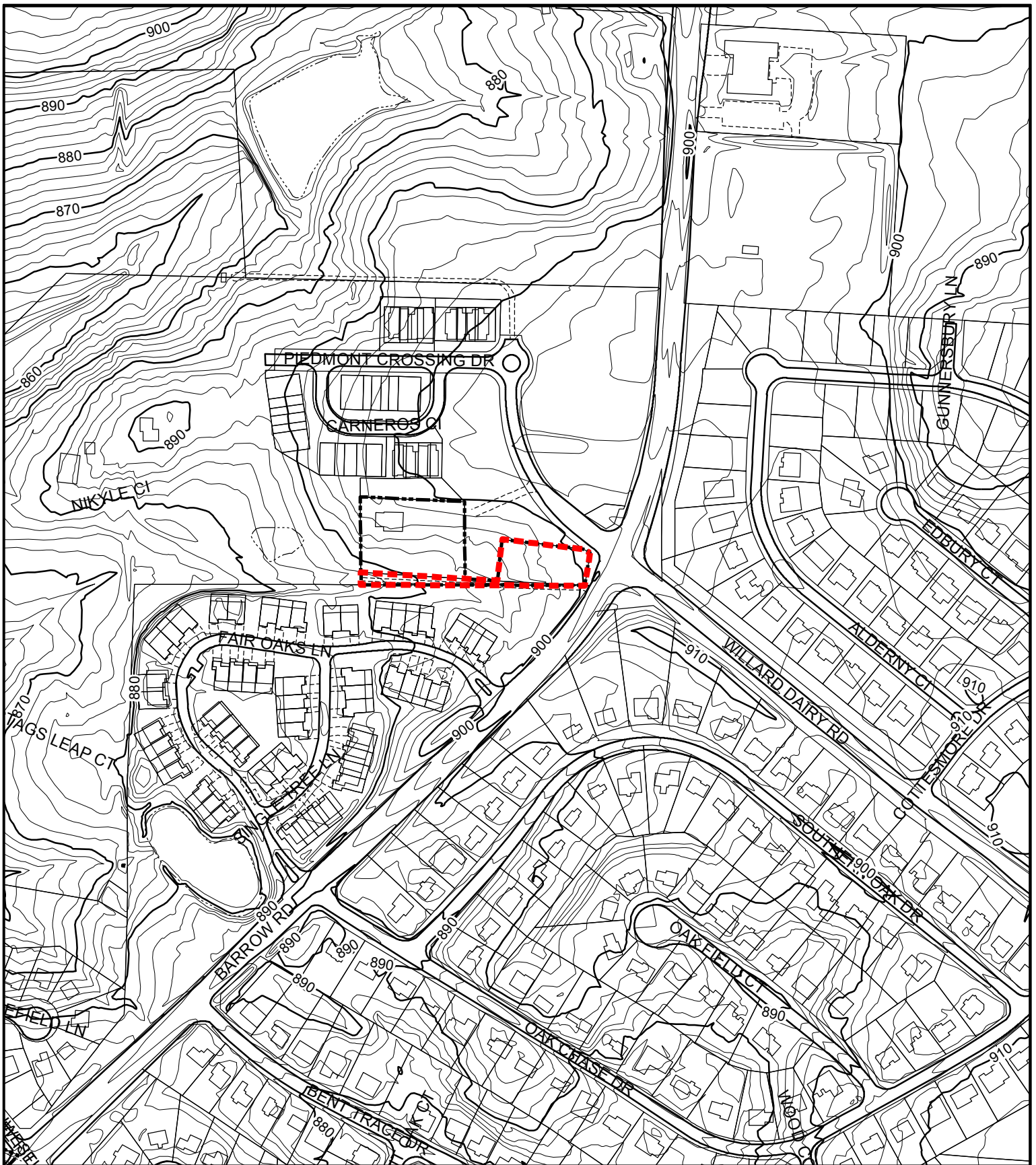
City of High Point

Date: May 26, 2015



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ZONING CASE 15-08

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: May 26, 2015



Scale: 1"=300'

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ZONING CASE 15-08



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 26, 2015 and before the City Council of the City of High Point on June 15, 2015 regarding **Zoning Case 15-08** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Residential Multifamily-8 (RM-8) District**. The property is approximately 0.6 acres lying at the southwest corner of Barrow Road and Willard Dairy Road. The property is also known as Guilford County Tax Parcels 0169950 and 0222141 (portion).

SECTION 2

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

SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
15th day of June, 2015.

Lisa B. Vierling, City Clerk

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

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

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WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 17, 2015, for the Planning and Zoning Commission public hearing and on June 3, 2015 and June 10, 2015, 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 15, 2015**.

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: **Residential Multifamily-5 (RM-5) District**. The property is lying at the southwest corner of Barrow Road and Willard Dairy Road consisting of Guilford County Tax Parcels 0169950 and 0222141 (portion), containing 0.61 acres more or less. The property is more specifically described as follows:

Beginning at an existing iron pin found marking the southeast most corner of Darnell as described in deed book 4882, page 847; thence South 86 Degrees, 28 Minutes, 44 Seconds East, 75.78 feet, to an existing iron pin found marking the southwest corner of Keystone Group, LLC as described in deed book 7428, page 1163; thence with Keystone Group, LLC the following two calls (1) North 6 Degrees, 00 Minutes, 18 Seconds East, 96.85 feet, to an existing iron pin found, (2) South 83 Degrees, 29 Minutes, 13 Seconds East, 198.60 feet, to a new iron pin set in the south right of way of Willard Dairy Road(see plat book 176, page 95); thence continuing with the south right of Willard Dairy Road and the west right of way of Barrow Road the following five calls (1) South 83 Degrees, 29 Minutes, 13 Seconds East, 3.89 feet, to a new iron pin set, (2) South 51 Degrees, 21 Minutes, 09 Seconds East, 13.45 feet, to a new iron pin set, (3) South 10 Degrees, 24 Minutes, 47 Seconds East, 21.77 feet, to a new iron pin set, (4) South 23 Degrees, 42 Minutes, 15 Seconds West, 58.66 feet, to a new iron pin set, (5) South 23 Degrees, 42 Minutes, 15 Seconds West, 0.93 feet, to a new iron pin set, thence with the north line of Fair Oaks at Bent Tree as shown on plat book 131, page 10, North 89 Degrees, 55 Minutes, 56

Seconds West, 518.75 feet, to a new iron pin set, thence North 0 Degrees, 24 Minutes, 31 Seconds West, 29.91 feet, to an existing iron pin found marking the southwest corner of Darnell; thence with Darnell, South 86 Degrees, 29 Minutes, 06 Seconds East, 241.99 feet, to the point and place of beginning containing 0.61 acres, more or less.

SECTION 2

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

SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
15th day of June, 2015.

Lisa B. Vierling, City Clerk

AGREEMENT
CITY OF HIGH POINT, NORTH CAROLINA
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of High Point, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C.;
- B. represent the client regarding legislative and regulatory matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. assist the client in drafting legislation and congressional testimony;
- J. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- K. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- L. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- M. review and assist in developing the client's Federal Agenda;
- N. consult the client's elected officials and government affairs team on federal legislative affairs;
- O. alert the client to relevant federal and foundation competitive grant opportunities;
- P. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;
- Q. assist with drafting legislation;
- R. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.;
- S. submit periodic reports providing the latest information on issues of interest to the client; and
- T. provide an annual report giving an overview of TFG's work over the past year and a forecast of issues to be faced in the upcoming year.

2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$6,666 per month one month in advance for professional services, or \$80,000 annually;
- B. reimburse TFG for expenses, not to exceed \$5,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on

the client's policies and programs;

F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

B. perform any legal, engineering, accounting or other similar professional services; and

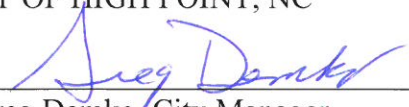
4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

This agreement is for the period beginning on July 1, 2015 and ending on June 30, 2016. Contractual time may be extended upon written mutual consent of the parties.

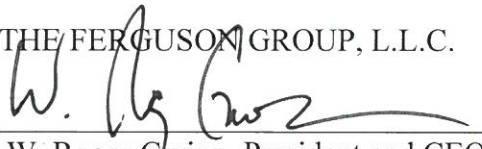
IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

CITY OF HIGH POINT, NC

By 
Greg Demko, City Manager

Date June 15, 2015

THE FERGUSON GROUP, L.L.C.


W. Roger Gwinn, President and CEO

June 15, 2015

BK: R 7713
PG: 2707-2709

RECORDED:
06-23-2015
08:46:31 AM
BY: SHEIKA WASHINGTON
ASSISTANT-HP



2015031917

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
✓ P.O. Box 230
High Point, NC 27261
Ordinance No. 7153 / 15-36

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 15th day of June, 2015; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of June 15, 2015.

ANNEXATION DESCRIPTION

Applicant: Keystone Group, Inc. - **Annexation Case 15-05**

Lying at the southwest corner of Barrow Road and Willard Dairy Road consisting of Guilford County Tax Parcels 0169950 and 0222141 (portion), containing 0.61 acres more or less. The

property is more specifically described as follows:

Beginning at an existing iron pin found marking the southeast most corner of Darnell as described in deed book 4882, page 847; thence South 86 Degrees, 28 Minutes, 44 Seconds East, 75.78 feet, to an existing iron pin found marking the southwest corner of Keystone Group, LLC as described in deed book 7428, page 1163; thence with Keystone Group, LLC the following two calls (1) North 6 Degrees, 00 Minutes, 18 Seconds East, 96.85 feet, to an existing iron pin found, (2) South 83 Degrees, 29 Minutes, 13 Seconds East, 198.60 feet, to a new iron pin set in the south right of way of Willard Dairy Road(see plat book 176, page 95); thence continuing with the south right of Willard Dairy Road and the west right of way of Barrow Road the following five calls (1) South 83 Degrees, 29 Minutes, 13 Seconds East, 3.89 feet, to a new iron pin set, (2) South 51 Degrees, 21 Minutes, 09 Seconds East, 13.45 feet, to a new iron pin set, (3) South 10 Degrees, 24 Minutes, 47 Seconds East, 21.77 feet, to a new iron pin set, (4) South 23 Degrees, 42 Minutes, 15 Seconds West, 58.66 feet, to a new iron pin set, (5) South 23 Degrees, 42 Minutes, 15 Seconds West, 0.93 feet, to a new iron pin set, thence with the north line of Fair Oaks at Bent Tree as shown on plat book 131, page 10, North 89 Degrees, 55 Minutes, 56 Seconds West, 518.75 feet, to a new iron pin set, thence North 0 Degrees, 24 Minutes, 31 Seconds West, 29.91 feet, to an existing iron pin found marking the southwest corner of Darnell; thence with Darnell, South 86 Degrees, 29 Minutes, 06 Seconds East, 241.99 feet, to the point and place of beginning containing 0.61 acres, more or less.

SECTION 2. Upon and after **July 15, 2015** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **15th** day of **June, 2015**.
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 Ordinance adopted by the City Council in official Session on June 15, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Ordinance Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance 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 22nd day of June, 2015.



Lisa B. Vierling
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 22nd day of June, 2015.

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

Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Compensation Claims Solution Contract Renewal

From: Angela Kirkwood, Director of HR

Meeting Date: June 15, 2015

Public Hearing: N/A

Advertising Date

Advertised By:

Attachments: Compensation Claims Solution Contract

PURPOSE:

Award contract between the City of High Point and Compensation Claims Solution, our workers' compensation third party administrator.

BACKGROUND:

The City of High Point is currently under contract with Compensation Claims Solutions (CCS) to provide third party workers' compensation claims administration at a three year fee of \$182,700 from September 1, 2011 to August 31, 2014, and a one year extension fee of \$60,900 from September 1, 2014 to August 31, 2015.

The Purchasing Division of the Financial Services Department assisted the Department of Human Resources in developing a "Request for Proposal" and scheduling the pre-bid conference that was held on May 11, 2015. Six vendors attended the pre-bid conference.

The request for proposal included instructions to submit a three-year contract proposal with a flat annual fee to cover all administrative services. It stated that responses which include "per claim" and "medical invoice review" fees would not be considered. The following services were to be provided:

- Acceptance of open workers' compensation claims incurred prior to September 1, 2015 and all claims incurred after September 1, 2015 to include indemnity, medical only and reportable incidents.
- Processing and distribution of all required North Carolina Industrial Commission (NCIC) employer and employee forms as appropriate.
- Electronic access to any and all claim files including the ability to view files and notes, completed NCIC forms, and claims cost information.
- Assignment of a dedicated claims professional to service the City of High Point account including attendance at all mediations and hearings.
- Re-pricing of medical invoices for discounts in compliance with the current North Carolina Industrial Commission fee schedule.
- Monthly and year to date claims expense reports.

Compensation Claims Solutions, Hewitt Coleman, AS& G Claims Administration, Inc., Brentwood Services Administrators, Inc., Specialized Contract Administration, LLC and Tristar Insurance Group each submitted a bid proposal.

The six bids listed below were received by the bid deadline:

Company	Year 1	Year 2	Year 3	Adm. Cost	Additional Fees	Total
AS&G Claims Administration, Inc.	65,500	67,500	69,500	202,500	80,476	282,976
Brentwood Services Administrators, Inc.	50,000	52,000	54,000	156,000	73,632	229,632
Compensation Claims Solutions	60,900	60,900	60,900	182,700	0	182,700
Hewitt Coleman	58,360	58,560	58,760	175,680	57,326	233,006
Specialized Contract Administrator	58,200	59,946	61,744	179,890	56,184	236,074
Tristar Insurance Group	37,878	38,750	39,644	116,272	89,759	206,031

Based upon our analysis of the bids, we recommend that the City of High Point renew our contract with Compensation Claims Solutions due to the fact that we are receiving excellent service from them and that they were the only bidder who provided a flat annual administrative fee which covers all administrative costs, met the terms of the proposal, and were the overall low bidder.

BUDGET IMPACT:

Compensation Claims Solution's cost for three year contract is \$182,700.00. This is no increase in the cost of services from the last contract term. Contract effective date is September 1, 2015 to August 31, 2018.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to authorize the appropriate city official to execute a 3-year contract with Compensation Claims Solution in the amount \$182,700.00, for the third party administrator workers compensation services.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Human Resources

COUNCIL AGENDA DATE: June 15, 2015

BID NO.: 35-052215 CONTRACT NO.: DATE OPENED: May 27, 2015

DESCRIPTION:
Third Party Administrator for Workers' Compensation Program

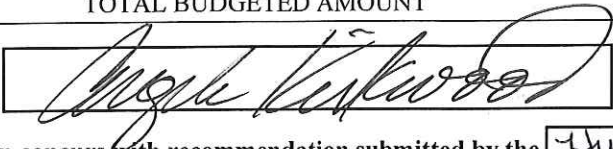
PURPOSE:
To establish a contract with a vendor that will provide the City of High Point with experienced (minimum of five years business experience) and professional services to administer all Workers' Compensation Claims, including investigations, adjustment of claims, facilitation of litigation and provision of timely reports.

COMMENTS:
Only vendors who submit a RFP for a three (3) year contract with a flat annual fee to cover all administrative services will be considered. Responses which include "per claim" and "medical invoice review" fees will not be considered.

RECOMMEND AWARD TO: Compensation Claims Solutions (CCS) AMOUNT: \$182,700

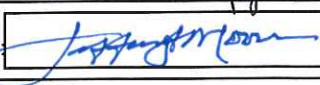
JUSTIFICATION:
The City of High Point is currently receiving excellent services from Compensation Claims Solutions (CCS) and they were the only bidder who provided a flat annual administrative fee which covers all administrative costs, met the terms of the proposal and were the overall low bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
<u>VARIOUS</u>				<u>\$60,400</u>
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:  DATE: 6/2/15

The Purchasing Division concurs with recommendation submitted by the Human Resources and recommends award to the lowest responsible, responsive bidder CCS in the amount of \$ 182,700.

PURCHASING MANAGER: Tamara Chappell DATE: 6/3/15

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  DATE: 6/4/2015

CITY MANAGER:  DATE: 6/4/2015

BID TABULATION/EVALUATION SCORE**BID # 35-052215 RFP WORKERS COMPENSATION ADMINISTRATIVE SERVICES**

Company	Year 1	Year 2	Year 3	Administrative Cost	Additional Fees	Total	Evaluation Score
AS&G Claims Administration, Inc.	\$65,500	\$67,500	\$69,500	\$202,500	\$80,476	\$282,976	141
Brentwood Services Administrators, Inc.	\$50,000	\$52,000	\$54,000	\$156,000	\$73,632	\$229,632	141
Compensation Claims Solutions	\$60,900	\$60,900	\$60,900	\$182,700	0	\$182,700	245
Hewitt Coleman	\$58,360	\$58,560	\$58,760	\$175,680	\$57,326	\$233,006	176
Specialized Contract Administrator	\$58,200	\$59,946	\$61,744	\$179,890	\$56,184	\$236,074	164
Tristar Insurance Group	\$37,878	\$38,750	\$39,644	\$116,272	\$89,759	\$206,031	145

Evaluation Score = Points Out of 300

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget amendment for Market Authority

From: Eric Olmedo, Budget Manager

Meeting Date: June 15, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A budget amendment is needed to recognize additional Occupancy Tax and Showroom Tax revenue that has been received above the budgeted amount.

BACKGROUND:

The approved budget includes estimates for Occupancy Tax collections and Showroom Tax collections in the Market Authority Fund. The FY 2014-2015 budget estimated \$360,000 for occupancy tax collections and \$1,600,000 for showroom tax collections. It appears collections for both these will exceed the estimate budget by \$30,000 in privilege licenses and \$55,000 in occupancy taxes, for an increase of \$85,000.

BUDGET IMPACT:

These funds are passed through the budget to the Market Authority. The revenue budget needs to be increased by \$850,000 to recognize the additional revenue, and the expenditure budget will be increased by \$85,000 to enable the funds to be transferred to the Market Authority.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2014-2015 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE HIGH POINT MARKET AUTHORITY

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

Section 1. The revenues received for the Market Authority for occupancy tax and showroom licenses will exceed the adopted budget by an estimated \$85,000.

Section 2. The following additional revenues that are available to the City of High Point include:

(A) That the Market Authority Fund of the City of High Point, is hereby amended as follows:

Market Authority Occupancy Taxes (125514-402301)	\$ 55,000
Market Authority Business Licenses (125514-421101)	\$ 30,000

(B) That the following Market Authority Fund expenditure budget be amended as follows:

Market Authority Expenditures (125514-521199)	\$ 85,000
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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 15, 2015