City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Meeting Agenda

Finance Committee

Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Victor Jones

Jay Wagner, Mayor (Alternate)
Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, April 13, 2023 **4:00 PM** **3rd Floor Council Chambers**

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

2023-162 Contract - Schnabel Engineering South, PC - Arnold Koonce City Lake Dam

City Council is requested to award a contract to Schnabel Engineering South, PC in the amount of $495,970 and approve the Capital Budget Ordinance for the replacement design of the Arnold Koonce City Lake Dam.

Attachments: 2. Contract - Schnabel Engineering South, PC - Arnold Koonce City Lake Dam

2023-163 Resolution - Interlocal Agreement City of Archdale - Richland Creek Outfall

City Council is requested to approve a Resolution regarding an Interlocal Agreement with the City of Archdale in the amount of $297,918.40 to utilize an existing contractor to make improvements and upgrades to Richland Creek Outfall.

Attachments: 3. Interlocal Agreement – City of Archdale – Richland Creek Outfall

2023-171 Budget Ordinance - James Road Sidewalk Project - Deep River Road Sidewalk

City Council is requested to adopt a budget ordinance in the amount of $279,267 to appropriate transportation turn lane funds for the local match for the James Road sidewalk project and for the installation of a sidewalk on Deep River Road.

Attachments: 1. Budget Ordinance – James Road Sidewalk Project – Deep River Road Sidew

2023-172 Resolution - Multi-Family Housing Revenue Bonds - Lofts of Brentwood, LLC

City Council is requested to adopt a resolution approving the Lofts of Brentwood, LLC to issue bonds not to exceed $12,000,000 in multifamily housing revenue bonds.

Attachments: 4. Resolution - Multi-Family Housing Revenue Bonds – Lofts of Brentwood, LLC

2023-173 Authorize Write-off of Delinquent Utilities Accounts Receivables & Miscellaneous Accounts

City Council is requested to authorize the Financial Services Director to write-off $977,238 for original utilities billings from fiscal year 2018-2019 and to authorize the Financial Services Director to write-off $4,088 for prior years original billings of miscellaneous accounts through fiscal year 2018-2019.

Attachments: 5. Authorize Write-off of Delinquent Utilities Accounts Receivables & Miscellane

2023-174 Performance Base Incentives - Vecoplan LLC

City Council is requested to consider a request from Vecoplan LLC to authorize performance-based incentives for an expansion project at 501 Gallimore Dairy Rd., 27265 in the
amount of $155,366 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Attachments: 6. Performance Base Incentives – Vecoplan LLC

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: **Water Supply Infrastructure Alternatives Analysis and Investigations for Arnold Koontz City Lake Dam Replacement - Schnabel Engineering South, PC**

From: Robby Stone – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: April 17, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A- Proposal

PURPOSE:
To contract with Schnabel Engineering South, PC to perform the necessary investigations to support the replacement design of Arnold Koonce City Lake Dam to meet NC DEQ Dam Safety requirements and alternatives analysis to address water supply infrastructure improvements.

BACKGROUND:
Arnold Koonce City Lake Dam is nearly 100 years old and was constructed well before modern dam safety standards were developed. As such, the dam does not meet NC DEQ Dam Safety requirements for stability or spillway capacity, and it has several other dam safety-related deficiencies. Schnabel Engineering South, PC has completed a Probable Maximum Precipitation (PMP) study (2021) and an Alternative Analysis Report, Second Revision (2022). The investigations performed previously by Schnabel were tailored to provide information to support analyses of the existing dam and analysis of non-replacement alternatives.

The proposed scope of work for this phase of the project is required to provide information to support design of the replacement dam and rehabilitation or replacement of the water supply infrastructure. In general, the additional investigations required include a bathymetric survey of the lake and a portion of the spillway outlet channel, an existing condition survey of the left abutment and recently-acquired properties on Knollwood Drive, determining the approximate locations of the raw water pipelines downstream of the dam, an underwater investigation of the water supply infrastructure, and a geotechnical investigation within the footprint of the proposed replacement dam.

BUDGET IMPACT:
Revenue bonds associated with this ordinance are estimated to be issued in FY 2023-24 in accordance with our financing plan. Debt service payments will be paid from water and sewer revenues.

RECOMMENDATION / ACTION REQUESTED:

1) The Public Services Department recommends approval and asks for the Council to award the professional engineering services to Schnabel Engineering South, PC in the amount of $495,970.
2) The Public Services and Financial Services Departments recommend and ask the City Council to approve the capital project ordinance for the replacement design of Arnold Koonce City Lake Dam

Arnold Koonce City Lake Dam

“AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
PHASE 1 DESIGN FOR THE CITY LAKE DAM UPGRADE PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. This project is phase 1 design for the City Lake Dam Restoration project, which will repair and restore the 100-year-old dam at High Point City Lake. The Project will be paid for by proceeds from water and sewer revenue bonds.

Section 2. The following revenue is available to the City of High Point:

Revenue Bond Proceeds	$495,970

Section 3. The following amounts are appropriated for the Project:

Engineering and Design	$495,970

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 17th day of April 2023

_____
Mayor, Jay W. Wagner

ATTEST

_____
Sandra Keeney,
City Clerk

Schnabel Engineering South, P.C.
11A Oak Branch Drive / Greensboro, NC 27407
T 336.274.9456
schnabel-eng.com

April 4, 2023

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 South Hamilton, Room 206
High Point, NC 27260

Subject: **Proposal for Water Supply Infrastructure Alternatives Analysis and Investigations for City Lake Dam Replacement**
High Point, North Carolina (Schnabel Reference 17C21020.02P)

Dear Mr. Boone:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this proposal for investigations to support the replacement design of City Lake Dam to meet NC DEQ Dam Safety requirements and alternatives analysis to address water supply infrastructure improvements. This proposal was prepared based on our discussions with the City during our video conferences on November 3 and November 30, 2022, and subsequent correspondence.

PROJECT DESCRIPTION AND BACKGROUND

City Lake Dam is owned and operated by the City of High Point, North Carolina (City). The dam was constructed in the 1920s. The dam impounds High Point City Lake, which is used for water supply and also provides recreational amenities to the surrounding community. The dam is located along the Deep River immediately west of Knollwood Drive and just north of West Main Street within High Point City Lake Park in Jamestown, North Carolina. The dam and reservoir are the centerpiece of City Lake Park, a major recreational facility for the surrounding community. The latitude and longitude of the approximate midpoint of the dam are 35° 59.7' N and 79° 56.7' W, respectively. The dam and its appurtenant facilities consist of a cyclopean concrete gravity dam with an intake tower and gatehouse, an ungated concrete spillway, a service bridge over the spillway, a grouted stone-masonry and concrete-paved apron, and an earthfill embankment with a concrete core wall at the right end of the concrete dam section.

City Lake Dam is nearly 100 years old and was constructed well before modern dam safety standards were developed. As such, the dam does not meet NC DEQ Dam Safety requirements for stability or spillway capacity, and it has several other dam safety-related deficiencies. The City contracted with Schnabel in May 2017 to perform a feasibility level evaluation to assess options to rehabilitate or replace the City Lake Dam to meet current dam safety criteria. Several supporting tasks were performed to better define the limitations of the existing dam with respect to current dam safety criteria and support the development of rehabilitation alternatives, including a detailed topographic survey of the site, a subsurface investigation of the spillway and right embankment, hydrology and hydraulic analyses, and dam stability analyses.

Three alternatives, including two rehabilitation options and one replacement option, were presented in our Alternative Analysis Report, Second Revision dated March 29, 2022. The rehabilitation alternatives include modifying the existing spillway crest using either Obermeyer crest gates (Alternative 1) or a piano key (PK) weir (Alternative 2). Both rehabilitation alternatives also include post-tensioned anchoring of the existing concrete gravity dam to address stability concerns, removal of the downstream apron and replacement with a more suitable stilling basin, removal and replacement of the downstream training walls, and an option to reduce the required width of the new spillway by raising the right embankment and abutments by 1.5 feet. The replacement alternative (Alternative 3) is a roller compacted concrete (RCC) dam topped with a PK weir constructed downstream of the existing dam. The City has indicated that they prefer Alternative 3 and would like to advance that alternative through final design.

The investigations performed previously were tailored to provide information to support analyses of the existing dam and analysis of non-replacement alternatives. Additional investigations are required to provide information to support design of the replacement dam and rehabilitation or replacement of the water supply infrastructure. In general, the additional investigations required and proposed herein include a bathymetric survey of the lake and a portion of the spillway outlet channel, an existing condition survey of the left abutment and recently-acquired properties on Knollwood Drive, determining the approximate locations of the raw water pipelines downstream of the dam, an underwater investigation of the water supply infrastructure, and a geotechnical investigation within the footprint of the proposed replacement dam.

The existing water supply infrastructure includes the intake tower and two raw water transmission pipelines. The right-side raw water pipeline is a 30-inch diameter riveted steel pipe, routed through the concrete dam and beneath the landing slabs and downstream masonry apron. The left-side raw water pipeline is a 60-inch diameter riveted steel pipe routed through the concrete dam and beneath the concrete walls and pavement on the left bank of the outlet channel. Shortly after exiting the dam, the 60-inch pipe is reduced to a 30-inch diameter ductile iron pipe which continues downstream along the left bank of the stream channel. A second 60-inch diameter riveted steel pipeline appears in the original construction drawings in the area of the left abutment, but the details and extents of this pipe are unknown. These pipelines are sketched at their anticipated locations on Attachment 2. Based on the drawings provided to Schnabel, the depth to the top of the pipes is expected to typically range from 5 to 15 feet below existing grades, downstream of the existing dam. Each component is of significant age, and the condition of many of these components is unknown. In our Alternative Analysis Report, we recommended that a comprehensive assessment of the water supply infrastructure at the dam be performed and that repair or replacement of critical water supply components be incorporated into the dam rehabilitation or replacement project. Before beginning the final design of the dam replacement, we recommend evaluating whether constructing a new intake structure at an alternate location is preferable to address concerns related to aging water supply infrastructure and access, as well as incorporation into the selected dam replacement alternative.

OBJECTIVE AND SCOPE OF SERVICES

Our proposed scope of services includes the following additional investigations and evaluations to support the dam rehabilitation and water supply infrastructure assessment:

- Geophysical investigation to attempt to identify location of existing raw water pipelines downstream of the dam and reinforcing steel within the above-water portions of the existing intake tower.
- Topographic survey of the left abutment and recently acquired properties on Knollwood Drive and bathymetric survey of the lake bottom and a portion of the spillway outlet channel.
- Geotechnical investigation of the replacement dam foundation and left abutment.
- Dive inspection of the intake tower exterior and video inspection of the low-level outlet conduit and a portion of the raw water pipelines.
- Alternatives analysis to provide information for the City to identify the preferred water supply infrastructure rehabilitation alternative.

These services will be performed under the supervision of a Professional Engineer licensed in the state of North Carolina. Details of the proposed scope of services are provided in the following sections.

Task 1 – Geophysical Locating of Raw Water Pipelines and Intake Tower Reinforcing

Schnabel will subcontract with Pyramid Geophysics (Pyramid) of Greensboro, North Carolina, to complete a geophysical investigation to attempt to identify the location and depth of the two raw water pipelines in the vicinity of the proposed replacement dam footprint and to search for a potential third pipeline on the left abutment. Pyramid will have three geophysical methods available to search for the buried pipe across variable ground surface conditions (electromagnetic (EM) utility locator, ground penetrating radar (GPR), and an EM31 ground conductivity meter). Pyramid will also scan portions of the intake tower exterior (above water) accessible by boat and on foot with a hand-held GPR unit to locate reinforcing steel within the concrete walls and operating floor slab. If pipeline locations are able to be identified, Pyramid will record the locations of the centerlines with a sub-meter GPS and provide a table of the State Plane coordinates and will stake the centerline locations in grassed areas for surveying as part of Task 2. The extents of the geophysical scans are described below:

- At the right pipeline: 50-foot wide swath, 300 feet long (starting at base of landing slabs) across masonry apron, grassed yard, and asphalt pavement.
- At the left pipeline(s) (including both the known 60 inch / 30 inch line and the unknown 60 inch line): 40-foot wide swath, 150 feet long (starting at the back of the curved training wall) across the grass and shrub area on left abutment. Note that rough or steeply-sloping ground surfaces or heavy vegetation will limit or prevent the use of GPR and EM31 methods.
- Hand-held GPR scanner on left, upstream, and right exterior surfaces of the intake tower above the reservoir level where accessible by boat, along with the top of the operating floor slab to locate reinforcing steel. Note that appendages and equipment within the tower and gatehouse will limit the number of locations that can be scanned.

Pyramid will issue a geophysical investigation report documenting the findings. Schnabel will include the report as an attachment to our Task 5 water supply infrastructure alternatives analysis report and will incorporate the approximate locations (if found) into our existing condition plans during future phases of this project.

Task 2 – Topographic and Bathymetric Surveys

Schnabel will subcontract with Davis-Martin-Powell & Associates, Inc. (DMP) of High Point, North Carolina, to complete additional topographic and bathymetric surveys at the dam site. These surveys will supplement the 2017 topographic survey of the dam completed by DMP during the previous project phase and will serve as the basis for developing the final design drawings to construct the replacement dam and water supply infrastructure. Specifically, the surveys will include the following:

- Topographic survey of the East (left) dam abutment and the properties at 203 and 205 Knollwood Drive, both of which were recently purchased by the City of High Point and are proposed access points to the east (left) abutment area (approx. 1.8 AC).
- Bathymetric survey of the following areas:
    - Main lake body (±180 acres) using multibeam data collection methods .
    - Lake areas west of Penny Road (±9.6 acres) and north of East Fork Road (±35.6 acres) using single-beam data collection methods.
    - Bottom of the outlet channel within the limits of the 2017 topographic survey (±0.7 acre) using single-beam data collection methods.
- As-drilled locations of test borings completed under Task 3 below and pipeline centerlines (if found) as staked during Task 1.

The approximate limits of the proposed surveys are provided in Attachment 1. Note that topography within the area along Park Drive adjacent to the Penny Road entrance (approx. 5.2 AC), a portion of which is a proposed staging/stockpile area for construction, will be obtained from the NC Floodplain Mapping Program LiDAR data.

DMP will team with ESP Associates, Inc., of Bradenton, Florida, to perform the bathymetric survey. The proposed scope includes a bathymetric survey of the lake bottom and a portion of the existing spillway outlet channel. The bathymetric survey will be discontinued where water depths are less than 3 feet. We understand a bathymetric survey of the lake may be beneficial for the City's drought planning, safe yield, and sedimentation monitoring programs. This data may also be beneficial to support the rehabilitation of the aeration lines in the lake. Although only bathymetric data in the vicinity of the dam is needed for the dam rehabilitation project, we consider this additional work to be cost effective because the crew is already mobilized to the site.

We understand that the grassy area adjacent to West Parkside Drive and Main Street (approx. 1.8 AC) is not available for use during construction based on conversations with the City. This area is, therefore, excluded from our scope. The amphitheater area (approx. 1.2 AC) is also excluded from the proposed survey because we understand that this area was recently surveyed by others during the pool and gymnasium project.

The topographic survey will be provided in electronic (PDF) format. The survey will document legal boundaries such as property lines, easements, or right of ways for use during the design phase of the project. A 3D terrain model of the lake and outlet channel bathymetry in AutoCAD format will also be provided. The surveys will be referenced to the appropriate State Plane coordinate system for horizontal control and to the North American Vertical Datum of 1988 (NAVD88) for vertical control.

Task 3– Phase II Geotechnical Investigation

We will perform a geotechnical investigation to supplement the data collected during the previous project phase and to evaluate the conditions of the materials beneath the masonry apron, in the foundation for the proposed replacement dam, and in the left abutment. Schnabel will subcontract with S&ME, Inc., of Louisville, Tennessee, to perform the investigation. We propose to drill seven test borings (B-4 through B-10), including the following:

- Four borings will be located along the approximate centerline of the proposed replacement dam. Boring B-04 will be located on the left abutment, and Borings B-05 through B-07 will be located immediately downstream of the concrete “landings” of the existing dam on the masonry apron.
- Two borings (B-08 and B-09) will be located along the approximate downstream toe of the proposed replacement dam on the masonry apron.
- One boring (B-10) will be located on the left abutment adjacent to the downstream toe of the proposed replacement dam.

The proposed boring locations are shown on the figure included as Attachment 2. Prior to mobilization to the site, we will provide notification to NC Dam Safety of the proposed investigation schedule and scope.

Thin-wall concrete coring will be required to penetrate the masonry apron for Borings B-05 through B-09. The diameter of the thin-wall concrete core holes will be approximately 12 inches to accommodate the drill tooling. Then, hollow-stem augers will be used to advance through the soil intervals to refusal on rock, and triple-tube HQ and NQ wireline diamond rotary coring equipment will be used to core foundation rock. Temporary surface casing will be seated into rock to protect the soil interval from being exposed to rock coring water pressures. In the event boulders are encountered in the fill above top of rock and hollow-stem augers cannot be advanced, HQ-size rock core tooling will be used to advance the boring to top of rock, and NQ-size tooling will be used to core foundation rock.

Soil will be sampled in borings using either a split-spoon sampler or a thin-walled (Shelby) tube sampler. We have budgeted for up to six Shelby tube samples to be attempted as conditions allow. Split-spoon samples will be obtained by performing the Standard Penetration Test (SPT) at 5-foot depth intervals. Bulk sampling of auger cuttings will be collected in 5 gallon buckets for laboratory testing. Continuous rock core of the foundation rock will be collected for evaluation and testing.

The depth to the water level will be measured in each boring. Measurement of groundwater levels will be recorded, at a minimum, at the start of each shift, at drilling completion, and prior to backfilling. No permanent piezometers or monitoring wells will be installed. We will also record water levels in the existing on-site piezometers installed during the previous project phase to estimate static water levels within the embankment.

Hydraulic conductivity (packer) testing in rock will be performed in select boring intervals where rock is cored. Pneumatic inflatable packers will be used to isolate discrete intervals of core holes, water pressure will be applied to the isolated interval, and resulting water flow will be measured.

Downhole acoustic and optical televiewer logging will be performed by S&ME in Borings B-04 through B-07 to characterize discontinuities in the bedrock and measure their orientations to support the design of a foundation grout curtain, if needed.

Upon completion of the drilling, all borings will be backfilled with cement/bentonite grout using a tremie pipe. The core holes in the masonry apron will be patched with a repair mortar. We plan to backfill multiple borings at the same time instead of backfilling each boring at completion. Either spray paint or a stake will be placed at the boring location after backfilling is complete so that our surveyor can survey the as-drilled locations.

Limited tree clearing will be performed as needed to access Borings B-04 and B-10. Based on conversations with the City, we understand that the City will arrange for access from the 205 Knollwood Drive property. We will limit disturbance to existing property to the extent practical. No site restoration work is included in our budget except for placing seed and straw at areas of damaged ground cover. Mud and grout will not be allowed to be discharged directly into the reservoir or outlet channel. Rental fees for a tracked skid steer are included in our budget to manage spoils and material.

Drill rig access to the proposed borings located on the masonry apron will require a temporary ramp constructed at the right spillway training wall. Based on our conversations with the City, we understand that the City will coordinate, install, and remove a gravel ramp on the right training wall, as well as remove and re-install sections of the chain link fence atop the wall. We will temporarily replace the chainlink fence after each workday to discourage unauthorized access.

The investigation will be performed under the observation of a geotechnical engineer or geologist from Schnabel. This individual will be responsible for logging the test borings, field classification of soil and rock samples, monitoring and documenting water levels, and collecting samples for laboratory testing.

We will contact North Carolina 811 prior to mobilizing any drilling equipment to the project site. North Carolina 811 will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Three days are required to clear utilities on a site. In addition to calling the NC811 utility locating notification service, we will provide a private utility locator to mark existing underground utilities not included in the 811 notification. This is especially important on the left abutment as power appears to run underground to the dam from a transformer and meter behind 203 Knollwood Drive. As an additional precaution, we plan to schedule the Task 1 pipeline locating services in advance of the Task 3 field work.

We propose to perform laboratory testing on soil and rock core samples obtained during the geotechnical investigation to better characterize the subsurface materials and to support the design of the replacement dam. Laboratory testing will be performed by S&ME's geotechnical laboratory in Knoxville, Tennessee or one of Schnabel's geotechnical laboratories. For budgeting purposes, we have assumed the number and types of tests listed in the following table will be performed.

Summary of Proposed Laboratory Testing

Test Name	No. of Tests
Moisture Content (ASTM D2216)	12
Grain Size Distribution – Full Sieve (ASTM D6913)	4
Grain Size Distribution – Full Sieve with Hydrometer (ASTM D6913 and D7928)	2
Specific Gravity Test (ASTM D854)	2
Atterberg Limits (ASTM D4318)	6
Compaction – Standard Proctor (ASTM D698)	2
Unconfined Compression Testing of Rock Cores (ASTM D7012)	5
Direct Shear at Discontinuity in Rock (ASTM D5607)	5

The proposed drilling, sampling, and testing plans described above were developed based on information available to Schnabel at the time of the preparation of this proposal. The actual quantities incurred during the performance of the work will depend on the subsurface conditions encountered.

We anticipate that the geotechnical investigation field work will take up to four weeks to complete.

At the conclusion of our proposed investigation field work, we will prepare a revision to the existing Geotechnical Data Report (GDR) prepared during the previous project phase. The report will include the data collected during our geotechnical investigation and laboratory testing program, a description of the local geology, and descriptions of the conditions encountered during the exploration. The report will also serve as a guide for the geotechnical conditions at the site during the design and construction phases of the project. Having one GDR is preferable to issuing a second separate report.

Task 4 – Intake Tower Underwater Investigation

An intake tower investigation (including partial inspection of the water supply pipelines) will provide information on the current conditions needed to complete an alternatives analysis for the water supply infrastructure at City Lake Dam (Task 5). Schnabel will team with diving subcontractor, Glenn Industrial Group, LLC, of Charlotte, North Carolina, to perform an inspection of the water supply infrastructure. An engineer from Schnabel will be on-site during this investigation to coordinate with the divers, observe the inspection, and adjust the approach, as needed, based on the encountered conditions.

We will begin the inspection process by conducting a detailed review of the record documents provided to us related to the intake tower and associated water supply infrastructure at the dam. After completing the review, we will develop a project-specific inspection plan to detail missing information that is needed for alternatives analysis and to summarize the equipment, structural components, and appurtenances that need to be evaluated during the field portion of the work. The inspection plan will detail the inspection approach including areas for submersible remote operated vehicle (ROV) access, diver visual inspection, and incorporate the findings of Task 1 GPR to collect data on the condition of the structure.

Our subcontractor will conduct ROV and diver inspections for the exterior of the structure to evaluate submerged screens, valves, gates, stems, concrete, and other submerged features. Both the diver and the ROV unit will have a recorded video feed to document the concrete and equipment conditions. Our team will visually inspect the structural and mechanical components above the water. We have also budgeted for underwater coring (using a hydraulically-operated underwater core drill) to obtain concrete

samples of the existing intake tower for observation and compressive strength testing, targeting a maximum of four concrete samples. A petrographic exam will be performed at one concrete core sample to evaluate potential presence of alkali aggregate reaction. The petrographic exam will be performed by Concrete Research & Testing, LLC. At one concrete core location, we will attempt to core to the edge of a rebar, remove the core, and perform a visual inspection of the exposed rebar to look at the condition of the rebar. Core holes will be backfilled with non-shrink grout. Light dredging using a 6-inch Dri-Prime style pump will be performed in an attempt to expose features buried in sediment.

Our team will also inspect the interior of the tower, including the gatehouse and operating equipment. The ROV will be used to inspect the two interior chambers of the tower, including the valves, concrete, and other components. We anticipate that the intake tower interior cannot be dewatered for personnel access. The two raw water pipelines within the dam will be inspected by Schnabel using a small ROV from the tower interior. A small ROV is required because the butterfly valve plates significantly limit the opening dimensions at the 30-inch and 36-inch valves. The inspection distance may be limited by the conditions within the tower and penstocks. The low level outlet conduit will be inspected by a video pipe crawler from the downstream end. The proposed inspection methods for the valves, pipeline, and other metal features are suitable for establishing qualitative visual conditions only. Quantitative measurements such as metal thickness, strength, or corrosion are not feasible while the reservoir is impounding. This could yield a situation where the pipe may appear superficially to be intact while age-related degradation cannot be quantified.

During the inspection, the team will document the condition of the aeration building structure, equipment, distribution system inside the structure, and the exposed components outside the building. We will not inspect the air lines submerged in the lake.

We estimate that ten days in the field will be required to complete the inspection and data collection activities.

We will prepare an intake tower inspection report to summarize the results of the field work. This report will consist of discussion of the team's findings and evaluation of the condition of the various components with appendices for the inspection field forms, the data collected, and inspection photographs. Structural analysis is not included in this deliverable. Photo and video files from the ROV and dive inspections will be provided for the City's records.

Task 5 – Water Supply Alternatives Analysis

The next step in this process is to develop design criteria for the water supply system. These criteria will be used to develop and evaluate alternatives for the water supply infrastructure at the dam, and are expected to include design flows, operating water surfaces, screen materials, gate/valve types, owner preferences, existing conditions, and sequencing with dam rehabilitation. Concept-level details and other criteria will be developed during consultations with the City and other stakeholders.

The criteria will guide the development of two alternatives for the water supply system. Our evaluation will include the following alternatives: 1) Rehabilitate the existing structure and pipelines and replace the equipment and 2) Replace the existing structure with a new structure attached to the replacement dam along with new connections to the existing pipelines. These alternatives will be developed to a concept level design to provide sufficient detail to assess how they interact with the proposed dam rehabilitation

and to develop a preliminary engineer's opinion of probable construction cost. The analysis will also include preliminary structural evaluations to determine if structural modifications would be required for continued use of the existing intake tower.

This work will be summarized in a draft alternatives analysis report for review by the City. Preliminary schematic-level design drawings will be included. Following the City's review of the draft report, we will facilitate a review meeting to discuss our evaluation and get additional input from the City on each alternative. We also expect to select a preferred alternative collaboratively at this meeting.

With the preferred alternative identified, we will finalize the report to include client comments and discussions during the review meeting. The report will also include the team's recommendation for the preferred alternative for the water supply system.

Optional Additional Task 6 – Existing Intake Tower Structural Analysis

Because the feasibility of continued use of the aging existing intake tower will depend heavily upon the conditions encountered during the underwater investigation, we have excluded structural analysis from the base scope of services in this proposal. If conditions observed during the investigation in Task 4 are favorable for the continued use of the tower, a structural analysis is necessary to complete the assessment when evaluating alternatives. We will complete this optional additional task upon authorization. Note that structural design of a potential replacement tower is beyond the scope of this proposal.

For this optional task, Schnabel will perform a structural analysis of the existing intake tower structure to evaluate the structure's performance based on current design standards and state requirements. Hydraulic and seismic loading will be evaluated. The results of the analyses will be included in the Task 5 Alternatives Analysis report. If it is determined that the tower does not meet current criteria, we will develop a conceptual rehabilitation design and include that in the Task 5 Alternatives Analysis report.

ASSUMPTIONS & CLIENT RESPONSIBILITIES

Our proposal is based on the following assumptions and client responsibilities:

- Pipeline burial depths will significantly impact our ability to locate them. The proposed geophysical methods were selected based on the 5 to 15-foot typical depth to top-of-pipe indicated on the drawings provided. Deep pipe depths, clay surface layers, shallow water table, and stray metal fragments may prevent geophysical methods from successfully locating the pipe(s).
- Vessels with gasoline engines are permitted on the lake.
- There are no restrictions on working hours. We anticipate working hours will be Monday through Friday from 7:00 AM to 5:00 PM. These hours may be adjusted during the course of the work as needed.
- The reservoir and outlet channel can be used as a water source for rock coring.
- The City will provide entry rights to the properties located east of the dam on Knollwood Drive so that we can access the left abutment borings.

- The City will allow cutting down of small trees to access the borings located on the left abutment. We will not dispose cut trees but will leave them on-site in the wooded area.
- The City will coordinate, install, and remove a gravel access ramp on the right training wall, as well as chain link fence removal and re-installation, to allow drill rig access to the borings located on the masonry slab. The City will remove the gravel ramp after the drill rig is demobilized.
- The parking lot located immediately west of the dam is available for investigation equipment staging and laydown.
- The City will lower the water level in the lake below the spillway crest elevation so that the drill rig can access the borings located on the masonry slab and to allow access by boat to the intake tower and reservoir. This non-spilling condition will need to be maintained for multiple consecutive days. Schnabel will coordinate with the City regarding details.
- The City will minimize flow through the dam and into the outlet channel during the survey work.
- The City will shut off flow through the raw water pipelines by some method other than closing the intake tower valves (as these will be needed for ROV access). A City employee will be available onsite during the underwater inspections to provide access to the gatehouse, operate valves and gates as needed, and to coordinate with Schnabel regarding lock-out / tag-out of operators. A City employee will be available to provide access to the gatehouse interior during the geophysical locating field work to allow tracer signal wires to be attached to selected metal components.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Environmental contaminant testing or hazardous waste characterization.
- Preparation of an updated Emergency Action Plan (EAP) or inundation mapping;
- Preparation of funding applications;
- Field studies for threatened and endangered species and cultural resources;
- Permit application and mitigation fees;
- Attendance at additional meetings beyond those described above;
- Final design of the dam and water supply infrastructure rehabilitation, aeration system modifications, and pump building relocation (a separate proposal will be prepared for these services);
- Analysis of the existing intake tower's operating floor slab (we have assumed this slab will require replacement);
- Bid phase services; and
- Construction phase services.

TENTATIVE SCHEDULE

The following tentative project schedule is based on receiving notice to proceed (NTP) from the City. We prefer to start the geotechnical investigation during the summer when there is less chance of spillway flows impacting the work. We propose performing the raw water pipelines locating task prior to starting the geotechnical field work. We will mobilize to the site for the topographic and bathymetric surveys, geotechnical investigation, and intake tower investigation at mutually agreeable times and pending our

subcontractors' availability. We will coordinate start dates for each task with the City. All timeframes shown below are pending suitable weather and site / spillway conditions.

Task	Estimated Start	Estimated Completion
Task 1 – Geophysical Locating of Raw Water Pipelines and Intake Tower Reinforcing	Within 30 days of NTP	2 weeks after mobilization to site
Task 2 – Topographic and Bathymetric Surveys	Within 30 days of NTP	6 weeks after mobilization to site
Task 3 – Phase II Geotechnical Investigation	Summer 2023, date TBD (after Task 1)	8 weeks after completion of fieldwork
Task 4 – Intake Tower Underwater Investigation	Within 4 weeks of NTP	4 weeks after completion of fieldwork
Task 5 – Water Supply Alternatives Analysis	Within 30 days of NTP	16 weeks after completion of Tasks 1 through 4
Overall Final Deliverables	---	6 months after NTP
Optional Additional Task 6 – Existing Tower Structural Analysis	To be determined after completion of Task 4, if authorized	

PROJECT FEES

Our lump sum fees to perform the scope defined herein are provided in the following table. These fees were estimated for the specific scope of services detailed herein. The fees for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 3.

Task	Lump Sum Fees		
	Schnabel	**Subcontractors**	**Task Total**
Task 1 – Geophysical Locating of Raw Water Pipelines and Intake Tower Reinforcing	$5,830	$9,430	$15,260
Task 2 – Topographic and Bathymetric Surveys	$7,510	$76,150	$83,660
Task 3 – Phase II Geotechnical Investigation	$68,760	$108,770	$177,530
Task 4 – Intake Tower Investigation	$35,920	$61,350	$97,270
Task 5 – Water Supply Alternatives Analysis	$53,550	0	$53,550
Total Fees:	**$171,570**	**$255,700**	**$427,270**
Optional Additional Task 6 – Existing Tower Structural Analysis	$68,700	0	$68,700

PAYMENT

Invoices will be submitted monthly and will be based on services performed and expenses incurred since the previous invoice. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest will be charged at 1.5 percent per month on all overdue accounts. Payments will not be contingent upon receipt of funds from third parties.

GENERAL

The Standard Contract Terms and Conditions included in our Master Agreement for On-Call Professional Engineering Services (Master Agreement) dated March 14, 2018, will apply to the services proposed herein, and we understand the City will provide a Supplemental Service Agreement referencing the Master Agreement and Purchase Order referencing this proposal. This proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.

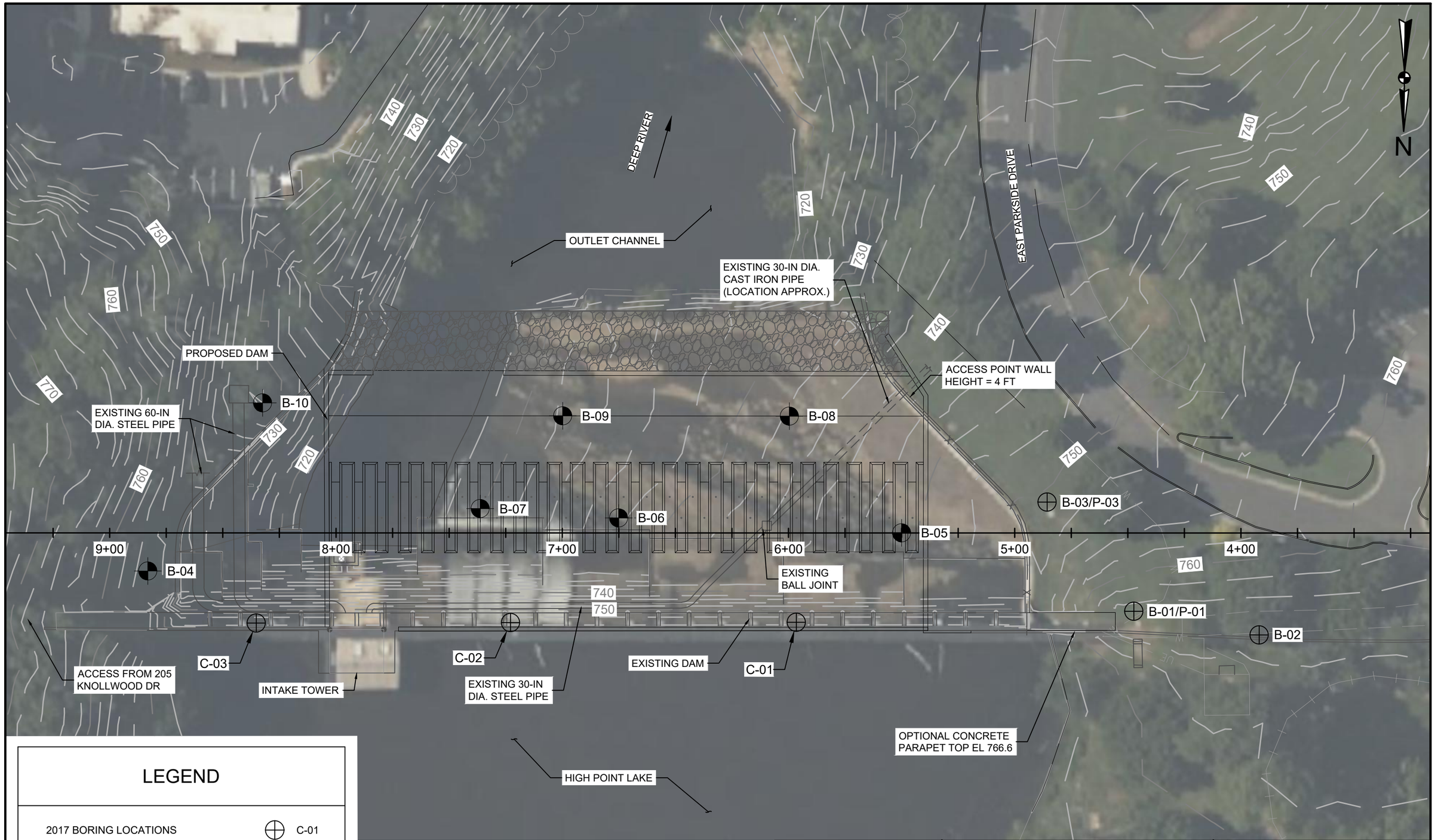
Jonathan M. Pittman, PE
Principal

CDS:JFL:JMP/css

Attachments:

1) Proposed Survey Limits
2) Proposed Boring Location Plan
3) Schedule of Personnel Fees


High Point City Lake
Proposed Survey Areas
Legend
Areas Previously Considered for Survey but Excluded
Proposed Outlet Channel Bathymetric Limits
Proposed Topographic & Parcel Survey Limits
Note: The proposed scope also includes a bathymetric survey of the lake where water depths are greater than 3 feet.
Park Drive Area
City Lake
Left Abutment
Outlet Channel
Amphitheater Area
Overflow Area
Penny Rd
Park Dr
W Parkside Dr
E Parkside Dr
Levins Ln
W Main St
Knollwood Dr
Google Earth
1000 ft
N



LEGEND

2017 BORING LOCATIONS	C-01
PROPOSED BORING LOCATIONS	B-04

FLOW

SCALE: 1"=40'
0 40' 80'

Schnabel ENGINEERING

CITY LAKE DAM
REHABILITATION FINAL DESIGN

PROPOSED
BORING LOCATION PLAN

G:\2017\GREENSBORO\17C21020_00_HIGH POINT_CITY_LAKE_ALTERNATIVES\03-SE PRODUCTS\08-CAD\DRAWINGS\04-REPORTS\BORING LOCATION PLAN.DWG

SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
Effective until December 31, 2023

Senior Consultant	$307.00/hr
Principal	303.00/hr
Senior Associate	275.00/hr
Associate	244.00/hr
Senior Engineer/Scientist	205.00/hr
Project Engineer/Scientist	177.00/hr
Construction Resident Engineer/Resident Project Representative	177.00/hr
Senior Staff Engineer/Scientist/Technologist	157.00/hr
Staff Engineer/Scientist/Technologist	136.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	129.00/hr
Senior Technician I (see note 4)	109.00/hr
Technician III (see note 4)	95.00/hr
Technician II (see note 4)	79.00/hr
Technician I (see note 4)	70.00/hr
CADD III	145.00/hr
CADD II	131.00/hr
CADD I	110.00/hr
Clerical/Admin	84.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of $15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase on January 1, 2024 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics – All Urban Consumers – U.S. City Average.

CITY OF HIGH POINT
AGENDA ITEM

Title: Interlocal Agreement – City of Archdale

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: April 17, 2023

Public Hearing: No

Advertising Date:
Advertised By: N/A

Attachments: Interlocal Agreement

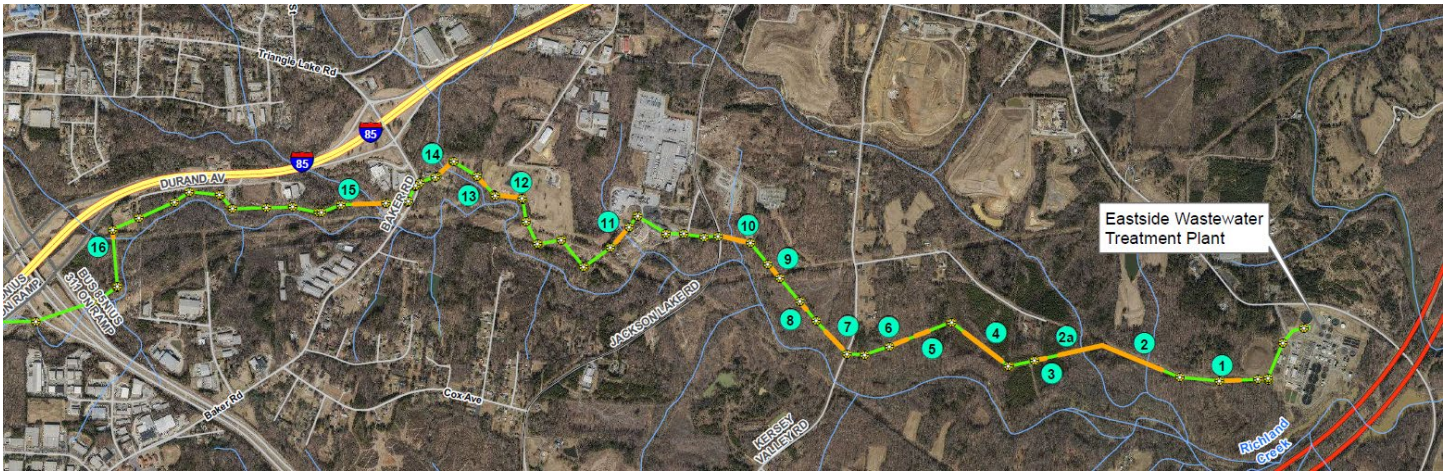
PURPOSE:
The City of High Point is making improvements to the Richland Creek Outfall. The City of Archdale sewer main connects to the Richland Creek Outfall. The City of Archdale sought to utilize the existing contractor to make improvements and upgrades to their connection point through the City of High Point contract via an Inter Local Agreement (ILA).

BACKGROUND:
City Council approved the contract for the Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project to Garney Companies Inc. on August 16, 2021. The current amount of the contract is $16,953,289.83. The Richland Creek Sewer Outfall conveys approximately 5 million gallons per day of sewage to the Eastside Wastewater Treatment Plant. The scope of the project is to replace the 16 aerial crossings (totaling approximately 5,600 feet) with new 48-inch diameter spiral-weld steel pipe (WSP).
The ILA required a change order which incorporated changes to the Richland Creek Sewer Outfall project for the City of Archdale and was approved at the January 17, 2023 Council Meeting. Currently, the City of Archdale discharges sewer into the Richland Creek Sewer Outfall thru a 21-inch sewer pipe. This connection is being upgraded to a 30-inch sewer pipe to accommodate a future sewer system upgrade by the City of Archdale. The ILA was approved by the City of Archdale at their march 28th City Council meeting.

BUDGET IMPACT:
The Town of Archdale will reimburse the city for this work through an interlocal agreement in the amount of $297,918.40.

RECOMMENDATION / ACTION REQUESTED:
Public Services is recommending that Council approve the ILA with the City of Archdale.

The current Archdale sewer system at the Richland Creek Outfall tie-in



The 16 aerial segments of the Richland Creek Outfall. The Archdale sewer tie-in is near Aerial 3.

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND THE CITY OF ARCHDALE FOR REIMBURSEMENT FOR SANITARY SEWER INFRASTRUTURE IMPROVEMENTS

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, The City of Archdale (Archdale) is a municipal corporation organized and existing under the laws of the State of North Carolina, and

WHEREAS, High Point owns and operates the Eastside Wastewater Treatment Plant located at 5878 Riverdale Drive, Jamestown, North Carolina 27282; and

WHEREAS, Archdale owns capacity for treatment of wastewater up to two million five hundred thousand gallons per day (2.5 MGD) at the Treatment Plant; and

WHEREAS, High Point is in the process of upgrading and replacing some of the pipes collecting and transporting wastewater to the Treatment Plant; and

WHEREAS, Archdale has evaluated its wastewater pipe that sends wastewater to High Point's pipe for transport to the Treatment Plant and has determined that repair and/or replacement of its transport pipe will need to be undertaken in the future; and

WHEREAS, Archdale has further determined that it would be most cost effective to proceed now with the installation of a new connection point (manhole) and stub connection pipe to High Point's transport pipe during the time that High Point is also repairing/replacing its transport pipe; and

WHEREAS, High Point and Archdale have agreed to partner with each other to accomplish the above stated objective upon the terms and conditions as stated in the interlocal agreement; and

WHEREAS, the governing bodies of High Point and Archdale, finding that this Agreement is in the best interest of the public safety and welfare of its citizens, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the City of Archdale for reimbursement of City of Archdale sanitary sewer infrastructure improvements.

Adopted this the 17th day of April, 2023.

_____
Jay W. Wagner, Mayor

Attest:

_____
Sandra Keeney
City Clerk

INTERLOCAL AGREEMENT
PROVIDING FOR
SEWER SYSTEM IMPROVEMENTS

This **INTERLOCAL AGREEMENT** ("Agreement") is made and entered into this the _____ day of _____, 2023, by and between the City of High Point, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "High Point") and the City of Archdale, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Archdale"). High Point and Archdale are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

STATEMENT OF PURPOSE

WHEREAS, High Point owns and operates the Eastside Wastewater Treatment Plant located at 5878 Riverdale Drive, Jamestown, North Carolina 27282 (hereinafter the "Treatment Plant"); and

WHEREAS, Archdale owns capacity for treatment of wastewater up to two million five hundred thousand gallons per day (2.5 MGD) at the Treatment Plant; and

WHEREAS, High Point is in the process of upgrading and replacing some of the pipes collecting and transporting wastewater to the Treatment Plant; and

WHEREAS, Archdale has evaluated its wastewater pipe that sends wastewater to High Point's pipe for transport to the Treatment Plant and has determined that repair and/or replacement of its transport pipe will need to be undertaken in the future. Archdale has further determined that it would be most cost effective to proceed now with the installation of a new connection point (manhole) and stub connection pipe to High Point's transport pipe during the time that High Point is also repairing/replacing its transport pipe; and

WHEREAS, High Point and Archdale have agreed to partner with each other in order to accomplish the above stated objective upon the terms and conditions as stated herein; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, authorize any unit of local government to enter into interlocal agreements in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the governing bodies of High Point and Archdale, finding that this Agreement is in the best interest of the public safety and welfare of its citizens, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes.

NOW, THEREFORE, in consideration of the above stated premises and other valuable consideration to them in hand paid, receipt whereof is hereby acknowledged, and pursuant to the

authority set forth in N.C.G.S. Article 20, § 160A-460, *et seq.*, High Point and Archdale do hereby enter into this Agreement upon the following terms and conditions:

1. Archdale will provide the drawings to High Point detailing the proposed connection point (manhole) and stub pipe that will enable Archdale's future connection of its wastewater transport pipe to the High Point wastewater transport pipe.

2. High Point shall be responsible for constructing the proposed connection point (manhole) and stub pipe pursuant to the drawings provided by Archdale and will invoice Archdale for the costs of this construction.

3. Archdale shall reimburse High Point in full for the cost of construction of the proposed connection point (manhole) and stub pipe within forty-five (45) days of receipt of High Point's invoice for same.

4. Miscellaneous:

   a. Governing Law and Venue. This 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). Any disputes, controversies, or claims arising out of this Agreement shall be brought in Guilford County, North Carolina.

   b. Entire Agreement; Conflicting Provisions. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and any other document referenced by or incorporated into this Interlocal Agreement, the provisions of this Agreement shall control and prevail.

   c. Compliance with Law. The Parties shall comply with all applicable laws, regulations, and ordinances.

   d. Successors and Assigns. This Agreement shall be binding upon the Parties, their successors and permitted assigns. Neither Party shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other Party.

   e. Modification; Severability; No Waiver. This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity of the remaining portions of this Interlocal Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Any failure by either party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Interlocal Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

f. Counterparts. This 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 and electronic signatures shall be deemed as effective as original signatures.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

In witness whereof, the Parties hereto have caused this Agreement to be executed by its duly authorized officials pursuant to the approvals of their respective City Councils, this Agreement to be effective the day and year first above written.

CITY OF HIGH POINT

BY: _____
JAY W. WAGNER, Mayor

ATTEST:

_____
SANDRA KEENEY, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for _____ County, North Carolina, certify that **SANDRA KEENEY** personally appeared before me this day and acknowledged that she is the City Clerk of the City of High Point and by authority duly given and as the act of the City of High Point, the foregoing instrument was signed in its name by **JAY W. WAGNER**, its Mayor, and attested by himself/herself as its City Clerk for the purposes therein expressed.

SANDRA KEENEY, City Clerk, City of High Point

Date: _____

_____
Notary Public

_____
Typed or Printed Name of Notary Public

[OFFICIAL SEAL]

My Commission Expires: _____

CITY OF ARCHDALE

BY: _____
LEWIS W. DORSETT, Mayor

ATTEST:

_____
SUSAN T. SWAIM, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, Robert M. Welborn, a Notary Public for Randolph County, North Carolina, certify that **SUSAN T. SWAIM** personally appeared before me this day and acknowledged that she is the City Clerk of the City of Archdale and by authority duly given and as the act of the City of Archdale, the foregoing instrument was signed in its name by **LEWIS W. DORSETT**, its Mayor, and attested by himself/herself as its City Clerk for the purposes therein expressed.

SUSAN T. SWAIM, City Clerk, City of Archdale

Date: 3/28/2023

_____
Notary Public

ROBERT M. WELBORN
NOTARY PUBLIC
Randolph County, North Carolina

[OFFICIAL SEAL]

Robert M. Welborn
Typed or Printed Name of Notary Public

My Commission Expires: 10/26/2026

CITY OF HIGH POINT
AGENDA ITEM

Title: Transportation Turn Lane Funds - Budget Ordinance

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: April 17, 2023

Public Hearing: No

Advertising Date / Advertised By: N/A-

Attachments: Budget Ordinance

PURPOSE:
To appropriate transportation turn lane funds for the local match for the James Road sidewalk project and for the installation of a sidewalk on Deep River Road.

BACKGROUND:
The High Point Department of Transportation Turn Lane Fund account was set up as a way for developers to pay for required improvements that could not be constructed at the time of development. Possible reasons for paying a fee-in-lieu as an alternative to constructing the improvement could be environmental constraints, constructability issues, or site constraints at the time of development. The city receives the funds as part of a zoning request or site plan submittal and are usually paid prior to final plat approval. These funds need to be used in the same general area where the development occurred.

The proposed amendment appropriates $279,267 of these funds for the installation of a sidewalk on Deep River Road ($85,800) and for the local match requirements for the James Road sidewalk project ($193,467).

BUDGET IMPACT:
There is no local budget impact. The funds are received from developers for improvements that could not be constructed at the time of development.

RECOMMENDATION / ACTIONS REQUESTED:
The Financial Services Department recommends and asks the City Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE TRANSPORTATION TURN LANE FUNDS FOR THE JAMES ROAD AND DEEP RIVER ROAD SIDEWALK PROJECTS

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

Section 1. The High Point Department of Transportation Turn Lane Fund account was set up as a way for developers to pay for required improvements that could not be constructed at the time of development. Possible reasons for paying a fee-in-lieu as an alternative to constructing the improvement could be environmental constraints, constructability issues, or site constraints at the time of development. The proposed amendment appropriates $279,267 of these funds for the installation of a sidewalk on Deep River Road ($85,800) and for the local match requirements for the James Road sidewalk project ($193,467).

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Capital Projects Fund revenues be amended as follows:

Transfer from General Fund (Turn Lane Funds)	$279,267

(B) That the following General Capital Projects Fund expenditures be amended as follows:

Deep River Road Sidewalk	$85,800
James Road Sidewalk	193,467
	$279,267

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 by High Point City Council, this the 17th day of April 2023

_____
Mayor, Jay W. Wagner

ATTEST

_____
Sandra Keeney,
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Multifamily Housing Revenue Bond – Lofts at Brentwood

From: Eric Olmedo, Assistant City Manager

Meeting Date: April 17, 2023

Public Hearing: None

Advertising Date / Advertised By: n/a

Attachments: Resolution

PURPOSE:
Consider approval of a resolution giving preliminary approval to the issuance of Multi Family Housing Revenue Bonds to finance the acquisition and construction of the Lofts At Brentwood.

BACKGROUND:
City Council has been asked by the Lofts at Brentwood, LLC to issue multifamily housing revenue bonds not to exceed $12,000,000. These bonds will be used to build a 120-unit multifamily residential rental development known as the Lofts at Brentwood located at 1400 Brentwood Street.

Section 160D-1311(b) of the General Statutes of North Carolina grant the City the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law. N.C.G.S 157.9 gives the City the power, acting as a housing authority, "to provide for the construction, reconstruction, improvement, alteration or repair of any housing project" and "to borrow money upon its bonds, notes, debentures or other evidences of indebtedness and to secure the same by pledges of its revenues".

The Company has described to the City the benefits of the development to the City and the State of North Carolina and has requested the City to agree to issue its multifamily housing revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing, and equipping the Development. The bonds shall not be deemed to constitute a debt or pledge of the faith and credit of the State of North Carolina or any political subdivision, including the City, but shall be payable solely from the revenues and other funds provided by the company.

BUDGET IMPACT:
There is no budget impact to the City by approving this resolution.

RECOMMENDATION / ACTIONS REQUESTED:
Staff recommends and asks the City Council to adopt a resolution approving the Lofts of Brentwood, LLC to issue bonds not to exceed $12,000,000 in multifamily housing revenue bonds.

RESOLUTION GIVING PRELIMINARY APPROVAL TO ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE LOFTS AT BRENTWOOD

WHEREAS, the City Council (the "City Council") of the City of High Point, North Carolina (the "City") met in High Point, North Carolina at 5:30pm on the 17th day of April, 2023; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the "Act"); and

WHEREAS, the Act in N.C.G.S. § 157-9 gives the City, acting as a housing authority, the power "to provide for the construction, reconstruction, improvement, alteration or repair of any housing project" and "to borrow money upon its bonds, notes, debentures or other evidences of indebtedness and to secure the same by pledges of its revenues"; and

WHEREAS, The Lofts at Brentwood, LLC, a North Carolina limited liability company, or an affiliated or related entity (the "Company"), intends to provide affordable housing in the City; and

WHEREAS, the Company has requested that the City assist it in financing the acquisition, construction and equipping of a 120-unit multifamily residential rental development to be known as The Lofts at Brentwood and located at 1400 Brentwood Street in the City (the "Development"); and

WHEREAS, the Company has described to the City the benefits of the Development to the City and the State of North Carolina and has requested the City to agree to issue its multifamily housing revenue bonds in such amounts as may be necessary to finance the costs of acquiring, constructing, and equipping the Development; and

WHEREAS, the City is of the opinion that the Development is a facility that can be financed under the Act and that the financing of the same will be in furtherance of the purposes of the Act;

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

1. It is hereby found and determined that the Development will involve the acquisition, construction and equipping of a multifamily housing facility, and that therefore, pursuant to the terms and subject to the conditions hereinafter stated and the Act, the City agrees to assist the Company in every reasonable way to issue bonds to finance the acquisition, construction and equipping of the Development, and, in particular, to undertake the issuance of the City's multifamily housing revenue bonds (the "Bonds") in an amount now estimated not to exceed Twelve Million Dollars ($12,000,000) to provide all or part of the cost of the Development.

2. The City intends that the adoption of this resolution be considered as "official action" toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Section 1.150-2 of the Treasury Regulations issued under the Internal Revenue Code of 1986, as amended (the "Code").

3. The Bonds shall be issued in such series and amounts and upon such terms and conditions as are mutually agreed upon between the City and the Company. The City and the Company shall enter into a "financing agreement" pursuant to the Act for a term and upon payments sufficient to pay the principal of, premium if any, and interest on the Bonds and to pay all of the expenses of the City in connection with the Bonds and the Development. The Bonds will be issued pursuant to an indenture or security agreement between the City and a trustee (the "Trustee") or the bondholder which will set forth the form and terms of the Bonds and will assign to the Trustee for the benefit of the holders of the Bonds, or directly to the bondholder, the City's rights to payments under the financing agreement, except the City's right to payment of fees and expenses and indemnification. The Bonds shall not be deemed to constitute a debt or a pledge of the faith and credit of the State of North Carolina or any political subdivision or agency thereof, including the City, but shall be payable solely from the revenues and other funds provided under the proposed agreements with the Company.

4. The City hereby authorizes the Company to proceed, upon the prior advice, consent and approval of bond counsel and the City's counsel, to obtain approvals in connection with the issuance and sale of the Bonds and to obtain an allocation of a sufficient amount of the State of North Carolina's "private activity bond limit", as required by Section 146 of the Code and as defined in Section 146 of the Code, for the Bonds.

5. It having been represented to the City that it is desirable to proceed with the acquisition, construction and equipping of the Development, the City agrees that the Company may proceed with plans for such acquisition, construction and equipping, enter into contracts for the same, and take such other steps as it may deem appropriate in connection therewith, provided that nothing herein shall be deemed to authorize the Company to obligate the City without its written consent in each instance to the payment of any monies or the performance of any act in connection with the Development and no such consent shall be implied from the City's adoption of this resolution. The City agrees that the Company may be reimbursed from the proceeds of the Bonds, if and when issued, for all qualifying costs so incurred as permitted by Treasury Regulations Section 1.150-2.

6. All obligations hereunder of the City are subject to the further agreement of the City and the Company to terms for the issuance, sale and delivery of the Bonds and the execution of a financing agreement, indenture or security agreement and other documents and agreements necessary or desirable for the issuance of the Bonds. The City has not authorized and does not authorize the expenditure of any funds or monies of the City from any source other than the proceeds of the Bonds. All costs and expenses in connection with the financing and the acquisition, construction and equipping of the Development, including the reasonable fees and expenses of the City's counsel, bond counsel and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Company, but if for any reason the Bonds are not issued, all such expenses shall be paid by the Company and the City shall have no responsibility therefor. It is understood and agreed by the City and the Company that nothing contained in this resolution shall be construed or interpreted to create any personal liability of the officers or council members from time to time of the City.

7. The officers of the City are hereby authorized and directed to take all actions in furtherance of the resolution and the issuance of the Bonds.

8. The City hereby approves McGuireWoods LLP, Raleigh, North Carolina, to act as bond counsel for the Bonds.

9. This resolution shall take effect immediately.

Council member _____ moved the passage of the foregoing resolution and Council member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes:_____

Nays:_____

Not voting:_____

* * * * * * *

I, Sandra Keeney, City Clerk for the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of High Point, North Carolina, at a regular meeting duly called and held on April 17, 2023, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of High Point, North Carolina, this ____ day of April, 2023.

(SEAL)

_____
Sandra Keeney, City Clerk
City of High Point, North Carolina

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorize Write-off of Delinquent Utilities & Miscellaneous Accounts Receivables

From: Bobby D. Fitzjohn, Financial Services Director
Jeremy Coble, Customer Service Director

Meeting Date: April 17, 2023

Public Hearing: No

Advertising Date / Advertised By: N/A-

Attachments: History of Utilities Receivables Write-offs

PURPOSE:
The Financial Services and Customer Service Departments recommend that the City Council authorize them to write-off the delinquent utilities and miscellaneous accounts receivables remaining from Fiscal Year 2018-2019 from the general ledger for accounting purposes.

BACKGROUND:
North Carolina law allows the City to write-off uncollected utility and miscellaneous accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet. Although these amounts are being written off the City's accounting records, the Customer Service Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue which has collected over $4,856,298 in outstanding utility debts since we began that program in 2002.

At the recommendation of Financial Services staff, the Public Services Department has changed its credit and billing practices at the landfill and recycling centers which is now reducing any larger balances outstanding for that business line. In accordance with state law, the City is also requesting the write off of unpaid returned checks that have not been able to be processed otherwise.

Landfill fees	$ 792
Returned checks	19
Miscellaneous AR	3,277
Total	$4,088

The City's Customer Services Department's efforts maintained an impressive collection effort which averaged 99.69% for this past year.

BUDGET IMPACT: There is no budget impact.

RECOMMENDATION / ACTIONS REQUESTED:

1. City Council is requested to authorize the Financial Services Director to write-off $977,238 for original utilities billings from fiscal year 2018-2019.
2. City Council is requested to authorize the Financial Services Director to write-off $4,088 for prior years original billings of miscellaneous accounts through fiscal year 2018-2019.

City of High Point
Historical Utilities Charge-Offs

DATE	FISCAL YR	CHG'D OFF AMT	PERCENTAGE	BILLINGS
6/30/1987	1983-1984	$105,107.75	0.275	$38,288,424.88
6/30/1988	1984-1985	$114,691.42	0.260	$44,088,136.22
6/30/1989	1985-1986	$174,916.41	0.419	$41,719,428.08
6/30/1990	1986-1987	$231,105.92	0.439	$52,587,284.13
6/30/1991	1987-1988	$167,740.45	0.300	$55,868,789.86
6/30/1992	1988-1989	$175,247.40	0.305	$57,415,634.87
6/30/1993	1989-1990	$171,290.09	0.285	$60,046,327.21
6/30/1994	1990-1991	$176,895.35	0.271	$65,267,674.68
6/30/1995	1991-1992	$175,309.67	0.255	$68,882,417.05
6/30/1999	1995-1996	$337,946.82	0.384	$88,030,891.21
6/30/2000	1996-1997	$244,765.83	0.285	$85,744,208.77
6/30/2001	1997-1998	$249,765.83	0.262	$95,470,156.98
6/30/2002	1998-1999	$218,381.33	0.228	$95,526,975.82
6/30/2003	1999-2000	$172,092.40	0.163	$105,820,760.30
6/30/2004	2000-2001	$177,065.01	0.165	$107,496,977.06
6/30/2005	2001-2002	$222,393.40	0.203	$109,521,564.33
6/30/2006	2002-2003	$223,780.98	0.191	$117,220,626.71
6/30/2007	2003-2004	$263,789.81	0.220	$119,847,582.87
6/30/2008	2004-2005	$413,510.26	0.341	$121,248,738.27
6/30/2009	2005-2006	$349,965.32	0.261	$134,296,214.52
6/30/2010	2006-2007	$400,146.77	0.297	$134,587,635.64
6/30/2011	2007-2008	$492,965.82	0.342	$143,939,788.84
6/30/2012	2008-2009	$560,802.18	0.385	$145,493,985.94
6/30/2014	2009-2010	$619,747.81	0.412	$150,487,134.99
6/30/2015	2010-2011	$713,557.63	0.440	$163,525,999.00
6/30/2016	2011-2012	$618,098.00	0.380	$163,930,969.00
6/30/2018	2012-2013	$659,275.54	0.390	$169,080,501.52
6/30/2018	2013-2014	$1,288,689.87	0.740	$176,375,391.00
6/30/2019	2014-2015	$943,526.35	0.521	$181,107,729.01
6/30/2020	2015-2016	$906,983.01	0.489	$185,368,859.46
6/30/2021	2016-2017	$834,487.55	0.435	$191,924,711.45
6/30/2022	2017-2018	$826,487.89	0.426	$193,929,724.09
6/30/2023	2018-2019	$977,237.51	0.498	$196,125,204.49

CITY OF HIGH POINT
AGENDA ITEM

Title: **Public Hearing - Vecoplan LLC**
From: Sandy Dunbeck, Director
High Point Economic Development

Meeting Date: April 17, 2023

Public hearing: Yes
Advertising Date: April 6, 2023
Attachments: Legal Notice
Advertised by: HPE

PURPOSE:
The High Point City Council is asked to consider a request from Vecoplan LLC to authorize performance-based incentives for an expansion project at 501 Gallimore Dairy Rd., 27265 in the amount of $155,366.

PROJECT & BACKGROUND:
Vecoplan LLC is an industrial shredding equipment manufacturer that originated in Germany and has multiple locations throughout the US. The company manufactures industrial shredding equipment for the plastics, paper, wood, and waste industries. To meet growing demand, Vecoplan is considering relocating to Guilford County from Randolph County. The company would lease the entire 94,160 SF facility at 501 Gallimore Dairy Rd. in High Point. The company would relocate 90 existing positions and add 51 new positions paying an average wage of $85,490. The project would cause the investment of over $10,950,000 in real and personal property.

BUDGET IMPACT:
The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:
The High Point Economic Development staff recommends that City Council authorize performance-based incentives for the project in the amount of $155,366 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

PUBLISH ONE TIME
THE HIGH POINT ENTERPRISE

Thursday, April 6, 2023

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, April 17, 2023, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to locate and expand at 501 Gallimore Dairy Rd. in High Point, NC and invest $10,950,000 in new real and personal property. The project would create 51 new jobs with an average wage of $85,490. The High Point City Council will consider incentives of up to $155,366 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment– pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.