

City of High Point

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



Meeting Agenda

Monday, October 1, 2012

4:45 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE - Chaired by Council Member Alexander.**
Committee Members Whitley, Smothers, Corey

- [120255](#) Contract - Bid No. 06 - Refuse Truck with Side Loading Refuse Body Installation
Approval of contract awarding Bid No. 06 for the purchase of a Refuse Truck with Side Loading Refuse Body Installation. Purchasing and Fleet Services recommends that contract be awarded to Transource, Inc. in the amount of \$127,200.00 which is the lowest responsible and responsive bid meeting specifications.
- [120256](#) Contract - Piggyback Bid with City of Charlotte - Automated Refuse Body
Approval of a Piggyback Bid with the City of Charlotte, NC for the purchase of a 31 Yard Automated Refuse Body. Purchasing and Fleet Services recommends that contract be awarded to Amick Equipment Company in the amount of \$106,530.32 which is the lowest responsible and responsive bidder meeting specifications.
- [120261](#) Contract - Bid No. 03 - Steel Transmission Poles for the Penny Road Project
Approval of contract awarding Bid No. 03 for the purchase of steel transmission poles for the Penny Road transmission project.
Purchasing and the Electric Department recommends that contract be awarded to Utility Service Agency in the amount of \$1,008,375 which is the lowest responsible and responsive bid meeting specifications.
- [120257](#) Contract - Change Order - Thompson Arthur Paving Company
Consideration and approval of a Change Order/Supplemental Agreement for the Resurfacing Contract with Thompson Arthur Paving Company in the amount of \$463,879.20 to pave additional streets under this contract.
- [120258](#) Contract - Unity Builders, Inc. - CHDO Contract
Council is requested to authorize staff to execute contract agreement with Unity Builders Inc. to enhance the accessibility of affordable housing in the Southside community.
- [120259](#) Resolution - Municipal Records Retention and Disposition Schedule
Council is requested to adopt a Resolution adopting the new Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Government Records Branch dated September 10, 2012.

**PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Chaired
by Council Member Sims****Committee Members Alexander, Douglas, Corey**[120263](#)

Ordinance - Demolition of Structures - Meredith Street - Schwarz Properties

Adoption of an ordinance ordering the inspector to effectuate the demolition of the following structures owned by Schwarz Properties, LLC:

501 Meredith Street (A,B,C,D)

503 Meredith Street (A,B,C,D)

505 Meredith Street (A,B,C,D)

507 Meredith Street (A,B,C,D)

509 Meredith Street (A,B,C,D)

511 Meredith Street (A,B,C,D)

513 Meredith Street (A,B,C,D)

[120265](#)

Emergency Management Ordinance

Council is requested to adopt an amendment to the Emergency Management Ordinance, Title 5 "Public Safety" of the City of High Point Code of Ordinances and adopt a Resolution for the City Emergency Operations Plan as recommended by staff.

**PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY
COMMITTEE - Chaired by Mayor Pro Tem Whitley****Committee Members Sims, Henley, Moore****PUBLIC COMMENT PERIOD - 5:15 P.M.****PUBLIC HEARINGS ON ITEMS - 5:30 P.M.****ANY OTHER NEW BUSINESS**[120260](#)

Appointment - Boards & Commissions - Board of Adjustment

Council is requested to confirm the appointment of Michael Fox to the Board of Adjustment to replace Greg Adzima who is not eligible for reappointment. Appointment will be effective October 15, 2012 and will expire July 1, 2015.

Pending Items**120249**

Appointment - Boards & Commissions - Parks & Recreation Commission

Council is requested to confirm the reappointment of James Davis to the Parks and Recreation Commission. Reappointment to be effective immediately and will expire July 1, 2015.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS[120262](#)

Approval of the following Minutes:

Finance Committee meeting held Monday, September 17th @ 4:00 p.m.

Combined Council meeting held Monday, September 17th @ 4:45/5:30 p.m.

Public Safety Committee meeting held Tuesday, September 28th @ 2:00 p.m.

BOARDS AND COMMISSIONS VACANCY REPORT[120229](#)

Boards and Commissions - Vacancies

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

ADJOURNMENT

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

501 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:
5-11-2010**

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 6-4-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010

Ordinance to Demolish 11-7-2011 (not adopted-granted extension)

**CURRENT
STATUS:
8-9-2012**

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
 - there have been no permits obtained
 - there have been no repairs or improvements made to this building
 - on November 7, 2011 the owner presented to Council an apparent contract to repair
- the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of municipality in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants and would attract persons intent on criminal activity
 - the dwelling units have been maintained in a properly secured manner
 - no specific Police Department calls to this building
- the continuation of the dwelling in its vacated and closed status would cause and contribute to blight and the deterioration of the property values in the area, and would render unavailable property and a dwelling which might otherwise have been available to ease the persistent shortage of decent and affordable housing in this state
 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

503 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:
5-11-2010**

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 6-4-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010

Ordinance to Demolish 11-7-2011 (not adopted-granted extension)

**CURRENT
STATUS:
11-8-2011**

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
 - there have been no permits obtained
 - there have been no repairs or improvements made to this building
 - on November 7, 2011 the owner presented to Council an apparent contract to repair
- the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of municipality in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants and would attract persons intent on criminal activity
 - the dwelling units have been maintained in a properly secured manner
 - December 1, 2010 Police responded to call regarding open doors at units B and D; owner secured units as directly by Police
 - May 19, 2011 Police responded to burglary call to unit A
 - September 19, 2011 Police responded to larceny call from Piedmont Natural Gas for three stolen gas meters
- the continuation of the dwelling in its vacated and closed status would cause and contribute to blight and the deterioration of the property values in the area, and would render unavailable property and a dwelling which might otherwise have been available to ease the persistent shortage of decent and affordable housing in this state
 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

505 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:
2-4-2010**

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 3-17-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010

Ordinance to Demolish 11-7-2011 (not adopted-granted extension)

**CURRENT
STATUS:
11-8-2011**

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
 - there have been no permits obtained
 - there have been no repairs or improvements made to this building
 - on November 7, 2011 the owner presented to Council an apparent contract to repair
- the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of municipality in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants and would attract persons intent on criminal activity
 - the dwelling units have been maintained in a properly secured manner
 - no specific Police Department calls to this building
- the continuation of the dwelling in its vacated and closed status would cause and contribute to blight and the deterioration of the property values in the area, and would render unavailable property and a dwelling which might otherwise have been available to ease the persistent shortage of decent and affordable housing in this state
 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

507 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:
5-13-2010**

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 6-9-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010

Ordinance to Demolish 11-7-2011 (not adopted-granted extension)

**CURRENT
STATUS:
11-8-2011**

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
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 - there have been no repairs or improvements made to this building
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 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

509 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:
5-13-2010**

Number of Violations: Major 6 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 6-9-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010
Ordinance to Demolish (not adopted-granted extension)

**CURRENT
STATUS:
11-8-2011**

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
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 - there have been no repairs or improvements made to this building
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 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

511 Meredith Street (A, B, C, D)

OWNER:

Schwarz Properties, LLC

**FIRST
INSPECTION:**
5-12-2010

Number of Violations: Major 7 Minor **

- 1) broken window glass
- 2) inoperable/missing plumbing fixtures
- 3) missing/damaged electrical fixtures
- 4) missing window screens
- 5) holes in interior walls
- 6) no smoke detectors
- 7) missing water heaters

****similar code violations in each unit****

Access is still required to verify violations and to document any further deterioration or damage.

**ORDER(S)
ISSUED:**

Order to Repair 6-2-2010

**ORDINANCE
ADOPTED:**

Ordinance to Vacate 7-19-2010
Ordinance to Demolish (not granted-granted extension)

**CURRENT
STATUS:**
11-8-2011

Apartment A – Vacant and secure
Apartment B – Vacant and secure
Apartment C – Vacant and secure
Apartment D – Vacant and secure

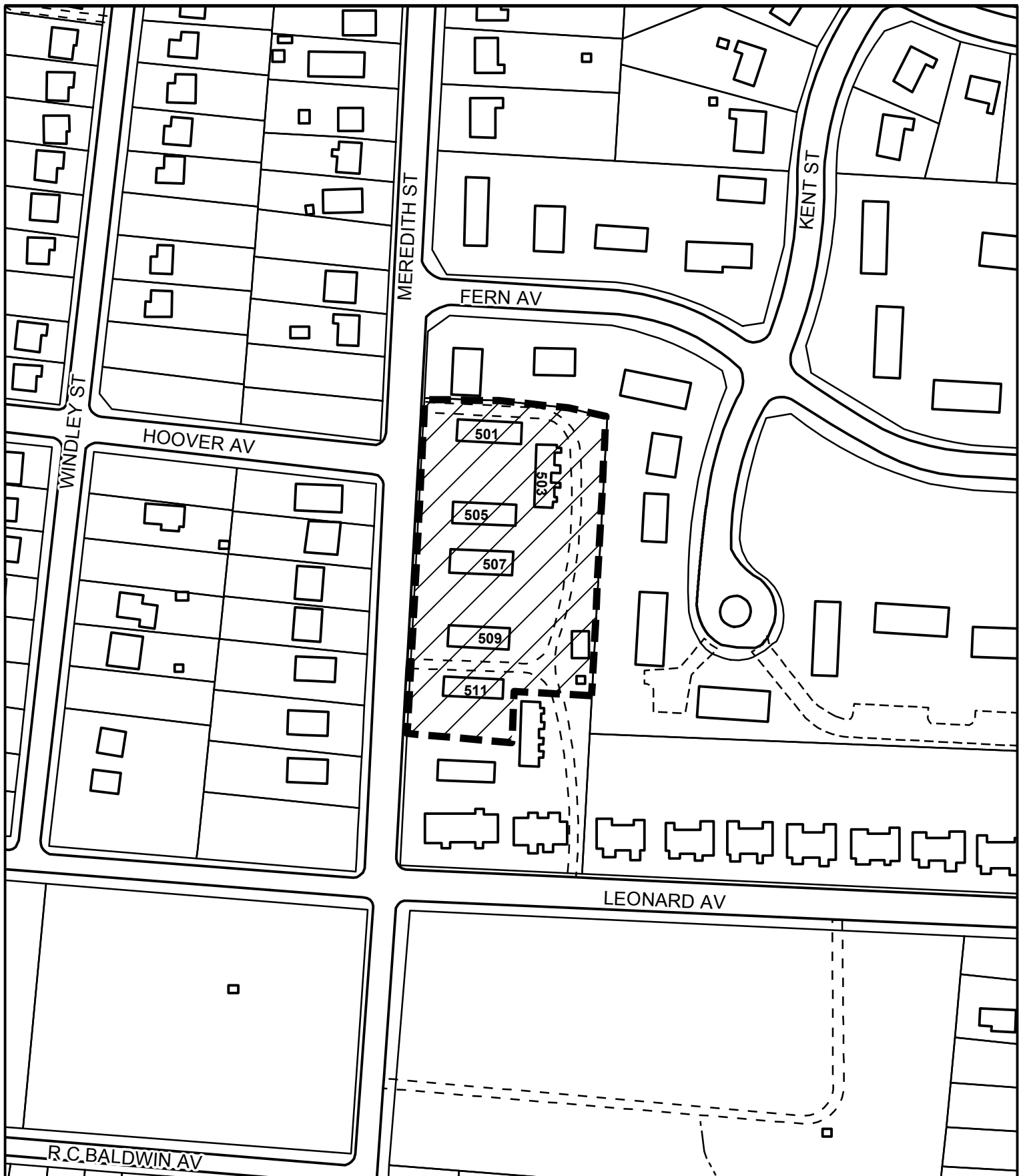
FINDINGS:

If repairs are not made within one year after the Ordinance to Vacate is issued, Council may enact an ordinance to demolish including findings that:

- the owner has abandoned the intent and purpose to repair; alter or improve the dwelling in order to render it fit for human habitation
 - there have been no permits obtained
 - there have been no repairs or improvements made to this building
 - on November 7, 2011 the owner presented to Council an apparent contract to repair
- the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of municipality in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants and would attract persons intent on criminal activity
 - the dwelling units have been maintained in a properly secured manner
 - no specific Police Department calls to this building
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 - the adjoining property to the east, the Carson Stout development, has recently undergone major rehabilitation

ADDITIONAL INFORMATION:

Estimated cost of demolition for the six (6) subject buildings is just over \$84,000. This estimate does not include any asbestos surveys or removal.



501-511 Meredith Street

Ordinance to Demolish



Location of subject property

Department of Planning
and Development

City of High Point

Date: September 20, 2012



Scale: 1"=150'

y:/ba-pz/Inspection/
501-511meredith.mxd



Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 24, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Side Loading Refuse Body

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

The piggyback purchase of a new side loading refuse body to be used in the automated collection program from Amick Equipment Company. This type of collection body is currently being used by the City of High Point and has an excellent record of service and reliability.

The City of Charlotte recently opened a formal bid for the purchase of side loading refuse bodies which secured pricing for four years. The bid was awarded to Amick Equipment Company at a price of \$106,530.32 each. The City of High Point is allowed by G.S. 143-129(g) to piggyback on this formal bid.

The truck will be \$127,200 and the body will be \$ 106,530 for a total cost of \$233,730.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: October 1, 2012

BID NO.: PIGGYBACK CONTRACT NO.: DATE OPENED:

DESCRIPTION:

31 Yard Automated Refuse Body

PURPOSE:

This will be placed on a new chassis and will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

The City of High Point wishes to Piggyback the City of Charlotte to purchase a 31 yard Automated Refuse Body.

RECOMMEND AWARD TO: Amick Equipment Company AMOUNT: \$106,530.32

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$106,530.32
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: September 21, 2012

The Purchasing Division concurs with recommendation submitted by the Fleets Services Dept. and recommends award to the lowest responsible, responsive bidder Amick Equipment Co in the amount of \$ 106,530.32.

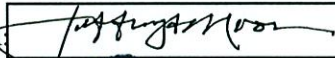
PURCHASING MANAGER:

Patricia H. Sykes

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.21 13:59:12 -0400

DATE: Sep 21, 2012

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: 

DATE: 9/25/2012

CITY MANAGER:



DATE: 9/25/2012

Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 21, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services *Gary L. Smith*
SUBJECT: Agenda Item – Refuse Truck with Side Loading Refuse Body Installation

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

Acceptance of the quote submitted by Transource, Inc for a new 2013 Mack truck including the installation of a New Way side loading refuse body.

Formal bids were opened on September 19, 2012 for the purchase of a truck including the installation of a New Way side loading refuse body. Four vendors submitted quotes and after review the truck submitted by the lowest bidder fully met specifications. We are currently using two other Mack trucks with the New Way side loading refuse bodies and they are performing well.

The refuse truck this is replacing will be used in our motorpool as a spare for the solid waste department to have while other trucks are being serviced. This will allow us to service solid waste trucks in a more efficient manner and reduce overtime for our service technicians.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **October 1, 2012**

BID NO.: **06-091912**

CONTRACT NO.:

DATE OPENED: **Sep 19, 2012**

DESCRIPTION:

Truck including installation of side loading refuse body.

PURPOSE:

This will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

RECOMMEND AWARD TO: **Transource Inc**

AMOUNT: **\$127,200**

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$127,200
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: **September 20, 2012**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services Dept.** and recommends award to the lowest responsible, responsive bidder **Transource Inc.** in the amount of \$ **127,200.00**.

PURCHASING MANAGER: **Patricia H. Sykes**

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.20 15:34:40 -0400

DATE: **Sep 20, 2012**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore**

20120614-210213

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Finance & Administration
Division, email=jmoore@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 20, 2012**

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager,
email=strib.boynton@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 21, 2012**

**PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE
SEPTEMBER 18, 2012 – 2:00 p.m.
High Point Fire Department Technical Services Training Center (Fisher Avenue)**

MINUTES

Present:

Chairwoman Bernita Sims and Committee Members Latimer B. Alexander, IV and Foster Douglas

Absent:

Committee Member Jim Corey

Also Present:

Mayor Smothers

Staff Present:

Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Pat Pate, Assistant City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Communication Officer; Fire Chief Rick McIntyre; Rick Johnson, Police Department; Glenn Clapp, Fire Department; Owen Farmer, Fire Department; Mike Hackett, Fire Department; Randy Campbell; Fire Department; Thomas Reid, Fire Department; Allen Creech, Fire Department; Barry Tilley, Fire Department; Tim McKinney, Facility Services; John Motsinger, Fire Department; Danny White, Fire Department, Darrell Welborn, Fire Department; Lisa Vierling, City Clerk

Chairwoman Sims called the meeting to order.

Update on the Emergency Operation Plan

Note: The City Emergency Operations Plan 2012 will be attached as a permanent part of these minutes.

Rick Johnson, who has been working on updating the plan and documents for the past year, distributed copies of the City Emergency Operations Plan 2012 and provided an overview and background information on emergency management which included information on the following topics:

- Emergency Management (definitions- who they are and what they do)
- Emergency Management Framework
- Authority for & Phases of Emergency Management
- Mitigation
- Preparedness
- Response
- Recovery
- Coordinating Structures and Tools

- City Emergency Operations Plan (CEOP)

Mr. Johnson noted the plan was completed in August with support from city departments and explained the plan is a foundation to be used going forward.

Committee Member Alexander asked if there would be one communication person to provide information as events unfold. Mr. Johnson explained this is addressed in the plan which identifies the Public Information Officer as the spokesperson and this would keep the message consistent and accurate.

City Manager Boynton noted the plan would be on the next City Council agenda for adoption.

Update on Success Stories and First Impressions

Fire Chief Rick McIntyre, who was named Fire Chief July 9th, stated the Fire Department is full of dedicated professionals, who are all about helping people and that he is proud of them. He shared that there are a lot of positives, but also some opportunities they will be working on to make things better.

He distributed and reviewed information on the following:

- *Fire Statistics (FY2007-08 to FY 2010-11)*

Population has grown 7.5%, while the total number of emergency incidents has only increased 1.7% indicating that the total calls for service is about the same. Fire incidents over the past four years have dropped 22.9% and the number of structure fires decreased 66% showing that the department is trending in the right direction and the city, overall, is becoming safer.

Mayor Smothers asked about the increase in haz mat incidents. Chief McIntyre explained it was due to more transportation vehicles coming through the city carrying and delivering chemicals. Mr. Boynton also shared concerns because of the high risk associated with hazardous materials. He pointed out the investments the Council is making in Code Enforcement and Plan Review is paying dividends over time and to keep in mind the reason is to protect people and property. Chairwoman Sims asked if the fire department works with the chemical companies on prevention efforts they could make. Chief McIntyre noted the fire department does do some and plans to do more. Mr. Boynton shared one of the outcomes of the problems the city had with OSHA was the fire department would do regular inspections of all the businesses in town at the high risk sites and this, over time, should produce good results.

- *Statistics- Last Fiscal Year*

Mayor Smothers stated she would like to know if any of these were as a result of faulty equipment. Committee Member asked if there is adequate facilities and systems in place to allow the firefighters to recover as they work through a scene, especially in climate extremes. The Fire Chief explained they use a number of methods to help that rehab (all trucks carry water, ice, rotate firefighters, request support from the county to bring a rehab unit to the scene, etc....)

Chairwoman Sims asked if the Fire Chief could share the average response time used as a benchmark for comparison. Chief McIntyre explained they now use the percentage of responses to get on the scene in 6 minutes and typically a good measure of this would be the response time for 90% of the incidents, but High Point is not quite there yet.

Committee Member Alexander asked if there is adequate hydrant coverage all over the city. Chief McIntyre explained he has had some questions about this and has been talking with Chris Thompson about the water supply system to make sure there is adequate water flow when it is needed. They are working to identify the weak area.

- *High Point Fire Station Locations*
- *Goals* (improve emergency response services; enhance the health and safety of High Point Fire Department members; strengthen management and organizational structure; increase High Point Fire Department's Diversity (working on this-the diversity of the department should be reflective of the diversity in the community); improve fire prevention and life safety education; leverage department effectiveness with technology improvements
- *Initial Issues/Opportunities* (internal communications (realizes this has been a challenge in the past and continue to work on this); records management (needs to be overhauled); vehicle replacement planning (working on this- dependability of the frontline units is critical. Have large group of vehicles. Working on a 10-year replacement plan. Have a large group of trucks that need to set up and cycle through); response time improvements; staffing/replacements (In North Carolina, there are 9 community colleges that have fire academies. Accept federal, military training. 40% of the active applications already have certification.); emergency management capability; training tower replacement (training tower is deteriorated and will cost more to repair than to replace and will be looking at some kind of phased replacement for it. The cost is estimated to be \$100,000-\$400,000. Working on a plan to propose to the city manager to deal with it); continuing evaluation/strategic planning

Chairwoman Sims asked if there has been a timeline assigned to these goals. Chief McIntyre explained they have some objectives tied to the goals and timelines associated with the objectives and they will be carrying these goals forward for a long time.

The Mayor mentioned the medical incident statistics being up 2.5% and noted this number would more than likely increase more because of Guilford County's decision use their ambulance service for things other than emergency response. Mr. Boynton added that the same thing is happening with Guilford EMS since they cut funding for PTAR and this creates a huge problem in the city.

Committee Member Douglas inquired about the number of firefighters on staff and if the fire department is adequately staffed. The Fire Chief noted there are currently 223 and explained the driving force for the number of personnel depends on what the community and elected officials decide as to the level of service for the community. He explained

they are working on a number of vacancies to be filled to get the full strength in order to do a full evaluation.

Domestic Violence Initiative (Update)

Police Chief Marty Sumner explained they have just now hit the six month mark from full implementation. The purpose of the Initiative is to try to figure out how to change domestic violence offenders by controlling their behavior. He gave a brief overview of the Statement of Purpose; Strategic Intervention; Criteria for Levels; and provided some statistics for notified offenders who reoffend and move to a higher level and the number of domestic violence notified offenders on the A, B, C, and D list.

He shared some raw data that will be peer reviewed and formally evaluated. He stated he is very encouraged about the recidivism rate within these six months and noted that on the D list 173 letters have been given out, but only 9 have committed an offense after receiving the letter.

Committee Member Alexander asked if they were doing anything to help the victim understand what triggers the offender. Chief Sumner explained they used to be overly focused on the victim before, but with this Initiative, the attention is on the offender.

Mayor Smothers thought it was interesting that they are now reporting the other elements of harassment.

Mr. Boynton stated he was very proud of the policemen, the firemen and others on the city staff because they are making High Point a safer community.

Update on Meredith Street Apartments

City Attorney JoAnne Carlyle: I want to go back and make sure that I remind you guys about what you've done so far on Meredith Street. At the end of 2010, you adopted an ordinance to vacate and repair and I didn't know...because it seemed like there was some conversation that was floating around that somebody somewhere thought we already had an ordinance to demolish in place. I wanted to make sure that that confusion was settled, first and foremost. I want to try my best today to get you off center because I know that's what you'd like to do with this and understand that my job as your attorney is to make sure that you understand what the law says you can do, interpret it as best we can where they haven't interpreted it themselves, which is kind of where you're at with this one. And then make some decisions and look at some options that you have as well. There's absolutely no case out there on point for what we're looking at doing here. When all this was brought up, the very first thought that came to my mind and then Fred's as well when we were sitting in that meeting is "due process" because one of the things that the courts and law, in general, does is it protects private property rights to the nth degree. And you should be glad as property owners; I mean if it was your property, that's exactly what you would want it to be doing as well. But with regards to that and what that should tell you immediately is it is an uphill battle and we need to have all of our ducks in a row before we move forward.

Due process is when you just allow....it's very simply defined as making sure that you allow a party to respond to defend their action, defend their side and come up and give you some reason for whatever they've done or correct or cure whatever they're being accused of doing. I contacted the School of Government. You know whenever there's not any real clear law out there, we go to them because if anybody is going to make law and we bring an expert into the courtroom, we want to have them on our side—that's for sure. And basically what Tyler Mulligan did—he is the expert at the School of Government in this particular area. He said, you know, I think you've got due process already. I think you've got it, but what you need to have is an order to demolish. He says, and I totally agree, one of the things that we can do is...you know we've got the letter where you guys....we sent them out a letter, I sent them the first one on December 21, 2011. That was a year....you guys had actually entered an ordinance or an order to vacate or repair and Katherine brought it back to you at least once for an extension and you know there's been back and forth. They showed up a couple of times and kind of drug it out a little bit more. And then in December of last year, I sent a letter telling them they had six months. That's when their attorney, I believe, had attended and verbally agreed that they were going to go ahead and knock it all out and it was going to be done.

Mayor Smothers: Was that the one a month that we were going to do?

JoAnne Carlyle: Yes, that's it. So we gave them until May 6th of this year. So then May 6th rolled around and as you know, they have two permits I believe it is that were in place. I'm not sure how exactly inspections works and whether they have to issue separate permits for each building for like the heating and all that. So anyway, I'm saying two because I'm focusing on two buildings that are kind of iffy. One of them, you know, is kind of sitting there and is really good to go. I mean I understand that he's redone the whole interior and it looks good, but he's also doing exactly right now what you required him to do which is vacate and repair. But he hasn't followed through with the final inspection on it. He doesn't have the Certificate of Occupancy.

Mayor Smothers: Well now was a situation when the lawyer was here the last time.

Randy McCaslin: And one building has been completed, except for the CO.

JoAnne Carlyle: That one I don't think you can really touch because I think at this point in time, he's at least got enough activity that you cannot probably prove abandonment of intent and I want to speak to that more, but right now I want to finish the timeline on what's happened and where we are at. Then in July of this year, we sent out the other letter which I've gotten no response whatsoever. He's never acknowledged that he got it. I'm trying to remember if he had come right after this or whether it was in reverse. But anyway, basically what I said was I pointed out that date...the May 6th deadline had passed and that we were going to take whatever legal action was necessary to just leave it wide open.

Now going back, the legal process of trying to go in and demolish it. We don't have a property here that falls under the Minimum Housing Code requirements which is why

we're such a strange duck sitting out there. We've got at least two good cases that are somehow, somewhat related and we can try to tag onto pieces here and there. There's a City of Monroe case. There's a City of Gastonia case. But both of those...there is no case in North Carolina that is not a straight forward demolition just like what you've been accustomed to doing. What we would be looking at doing is applying abandonment of intent which the courts discuss in these cases, but the application of that is different because those cases are based on the Minimum Housing Code and that requires you, among other things, you have to meet the 50%. It can't be repaired for less than 50% of the value of the property. You look at the abandonment of intent. You look at the crime in the area. You look at the blight. You look at all that. You have to have those findings of fact so if it was a straight forward demolition, you guys are already familiar with doing those. You go through, you adopt the ordinance, you count the 90 days, you do the findings of fact that Katherine brings before you. You adopt those and you're good to go and you go ahead and demolish. We don't have a straight forward demolition case like that. We would have to take it through abandonment of intent.

Here's the strange twist is that we don't know the legal answer to whether or not you would have to, as a Council, adopt findings of fact that would include things like the crime in the area, the deterioration of the building adding to the blight to the community. I think we can get past...in my discussions with Tyler...the 50% thing, but I don't know what the courts would do with requiring you to have adopted those findings of fact.

Mayor Smothers: Well why don't we do them anyway?

JoAnne Carlyle: Well...and that's what I want to talk to you about today. I want to make sure that you understand what you're facing there. I mean, you know, if we go, we're going to be looking at the court making that determination and probably making some case law on abandonment of intent. The cost, as I understand it, for that...for demolishing the whole eight buildings is around \$100,000. It's like \$82,000 or \$84,000 and that's not taking into consideration the asbestos and everything. Right now I don't think you could make a good legal argument for abandonment of intent for at least two of the buildings. Those are the ones sitting there with the CO not being issued and the other one that he's done some work in because that's really what the courts have focused on in those cases. But remember they're not exactly on all the all fours with our facts because they were straight demolition. So you've got to look at the cost.

Mayor Smothers: Is it \$100,000 for the rest of them except taking those two out?

JoAnne Carlyle: No, you'd have to do the math. Yes, it's \$100,000 for all eight, so divide that by 8 and estimate.

Chairwoman Sims: So what other legal remedies are there? I know that at one time we were looking at a receivership program from which we did not pursue where we maybe could have received those and passed them on to somebody else who had the will, inclination and wherewithal to fix them up and go through that process.

JoAnne Carlyle: My understanding in regards to the receivership is something, of course, that would have to go through the legislature and Fred's been really working on that more than I have. It will be hard to pass that law I think, but what we could do....

Chairwoman Sims: I thought as a local bill there was a better chance of having that happen.

Joanne Carlyle: I think he's going to look into that in the next session, but I don't want to speak on his behalf. You know we could actually look at going in and repairing them ourselves. It's going to be a lot less expensive from what I understand. Then you can put a lien on the property and it sits there.

Committee Member Alexander: Well with anything, it's management once the work is done and for a private investor go in and make the necessary repairs and that kind of thing, they're going to invest in the management to make sure their investment provides a return. If we go in there and make it and give it back to them, they may not manage it in such a way that our investment yields anything more five years from now than what we've got.

Committee Member Douglas: I think the only way to state the case that we're serious about this is actually to demolish it. Anything other than that, this man is not going to get rid of them. He won't allow anybody else to do anything else with them. I can't see that happening.

Mayor Smothers: Right, you know he was saying that he would do one a month. Why don't we just start talking about tearing one down a month and see if that will get his attention.

Committee Member Alexander: Well, you know, he's also got a history in Thomasville.

JoAnne Carlyle: Well he has other property in High Point.

Committee Member Alexander: We have heard about it.

Committee Member Alexander: He's got a history or at least other communities are also claiming as we are that there was an intent promised and never delivered.

JoAnne Carlyle: Which I think would be a very good argument for our side in court.

Mayor Smothers: What do you recommend?

JoAnne Carlyle: I knew you were going to ask me that.

Mayor Smothers: Well we're holding all these people hostage.

JoAnne Carlyle: The decision is certainly not mine to make. You have to decide whether or not you want to take that risk.

Mayor Smothers: What is the risk other than it's going to cost us some money?

JoAnne Carlyle: that it's going to cost you some money. That's it. You are going to wind up at the very most...Guilford County estimates the property as a whole...I think the tax value is \$115,000 or something like that. You might look at some punitive damages. If you don't demolish all of them, it's not going to be that, where's it going to fall? I don't know. I just don't know.

Committee Member Alexander: Beyond the cost of demolition, what option would be available to him to litigate against us?

JoAnne Carlyle: I'm glad you mentioned that because I was going to mention that when Foster said something just a minute ago. What will happen is if you enter an ordinance to demolish, at that point in time, they will have an opportunity to come and respond to that. They will have an opportunity to go through the courts and get an injunction. I would kind of like them to do something like that. At least they would get involved, although the level of involvement we've seen with his attorney is not the greatest. But, at least, it would get them off the center and get you guys off the center if that's what you're looking to do. If you're looking at a good investment of \$100,000, it's not my decision to make. It's not my money to risk. I just want you to understand what the risks are. It may be that you could go out there and do something else with that money with other properties and make a lot more impact. I don't know the answer to that.

Chairwoman Sims: Well we have a fire department that needs a training tower and barring getting that...

Committee Douglas: We've got about eight buildings they can train with.

JoAnne Carlyle: The excuses that he has given us haven't held any water at all. There's nothing to document. You know, it kind of cuts both ways. There's nothing to document you know when he says I fix it and it gets torn up, something gets stolen, something gets broken in and we don't have the police reports that reflect that. There's no evidence on that side, but with that said, that can also cut against us if the judge says you had to find in your findings of fact that you had to adopt that this was one of the problems.

Mayor Smothers: Well then, we give them their testimony.

JoAnne Carlyle: True.

Chairwoman Sims: Can't we just go ahead and proceed, I would say, with the order to demolish?

JoAnne Carlyle: Yes.

Chairwoman Sims: Let's get that part of it done and then we can decide after that, if it's adopted, what the next step will be. That may get him off dead-center knowing that in about 30 days there may be a wrecking crew on that property.

Committee Member Alexander: Now, what about the lending agencies? Is there anything that we can do? Have we notified the people that have an interest...

JoAnne Carlyle: It's the Bank of Floyd.

Randy McCaslin: It's a bank in Virginia and they have about as much luck communicating with him as we do.

Committee Member Alexander: Well, it's their money.

City Manager Strib Boynton: I think the appropriate thing is to move this forward and adopt the ordinance to demolish and that would get it off dead-center.

JoAnne Carlyle: I think that's a perfect solution.

City Manager Strib Boynton: Bernita, is that your will?

Chairwoman Sims: Yes, I think we need to go ahead and place this on the next Council agenda with an order to demolish.

Committee Member Douglas: And once we move it off center, when does the action take place?

JoAnne Carlyle: then you've got the 90 day waiting period.

City Manager Strib Boynton: Now will he be notified that it will be on the agenda to demolish it?

JoAnne Carlyle: Yes.

City Manager Strib Boynton: Good.

JoAnne Carlyle: I will make sure they are notified of everything.

Chairwoman Sims: And that the bank knows.

City Manager Strib Boynton: Every notification you can.

Mayor Smothers: Now when it goes to Council, just a question in terms of description, is it going to be the six buildings?

City Manager Strib Boynton: I suggest you do the whole thing because you can always back up from that. We'll bring it to you with all of them on it.

Mayor Smothers: Not all of them. Not those two that are okay.

City Manager Strib Boynton: The bad ones.

[end of transcript]

Tour

Mr. Boynton invited everyone to take the opportunity to tour and look at the building. The new building allows the fire department to work on the larger vehicles inside and they thanked Council for putting the funding in place to do the project so they can now enjoy some decent working conditions.

There being no further business to discuss, the meeting adjourned at 4:02 with a tour of the facilities that followed.

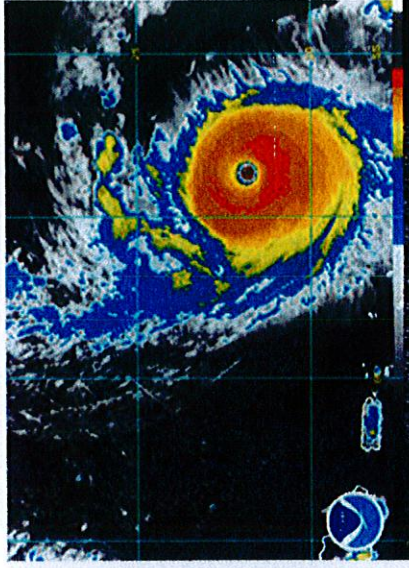
Respectfully Submitted,

Bernita Sims, Chair

Attest:

Lisa B. Vierling, MMC
City Clerk

City of High Point Office of Emergency Management



Overview and Background

Emergency Management

- ❖ Definitions
- ❖ Who we are
- ❖ What we do



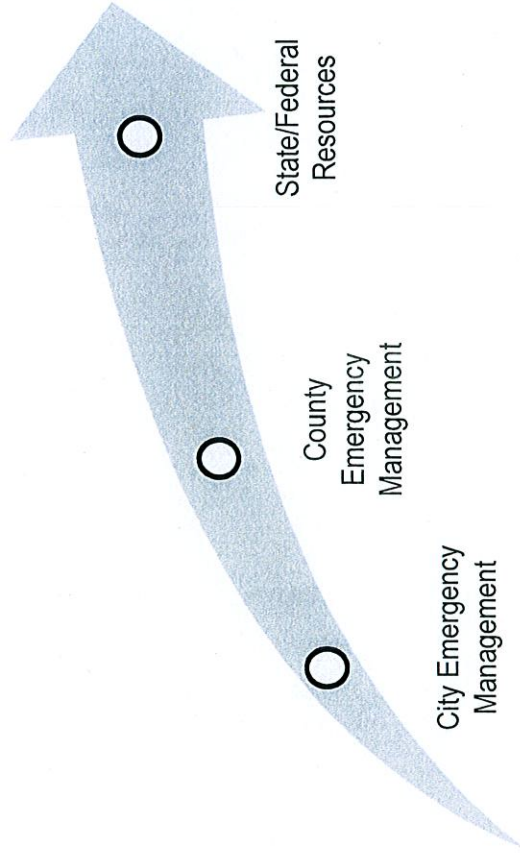
- ❖ Organized analysis, planning, decision-making, and assignment of available resources to mitigate (lessen the effect of or prevent), prepare for, respond to, and recover from the effects of all hazards. The goal of emergency management is to save lives, prevent injuries, and protect property and the environment if an emergency/disaster occurs.
- ❖ The discipline and profession of applying science, technology, planning, and management to deal with extreme events that can injure or kill large numbers of people, do extensive damage, and disrupt community life.



9/14/2012

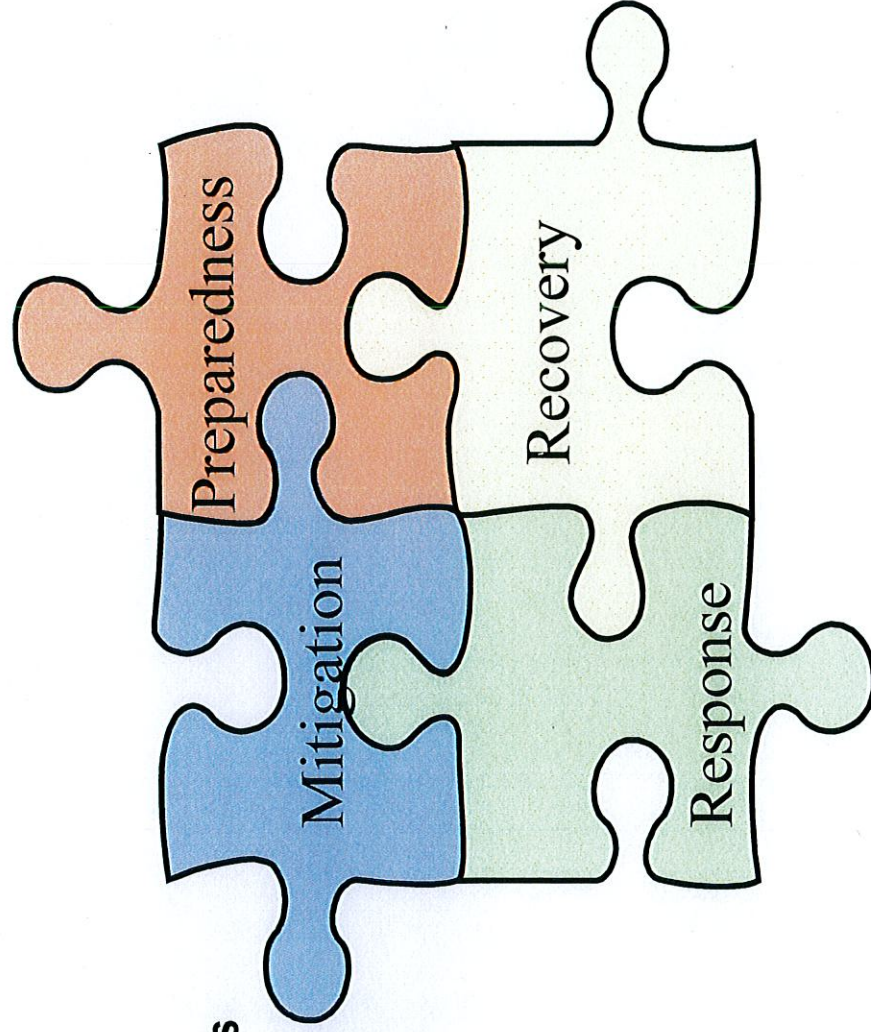
Emergency Management Framework

- ☐ Guilford County Emergency Management is the primary Emergency Management organization for the County
- ☐ The City of High Point has an Office of Emergency Management to perform Emergency Management functions within the City
- ☐ Requests for assistance to the State or Federal Government go through Guilford County Emergency Management
- ☐ The High Point City Emergency Operations Plan designates roles and responsibilities for all departments within the city



Authority for & Phases of Emergency Management

North Carolina General Statute 166a delegates the responsibilities for Emergency Management to the county. This same statute also gives municipalities the authority to establish an Office of Emergency Management for carrying out emergency management functions within the municipality in collaboration with and coordinated through the County.

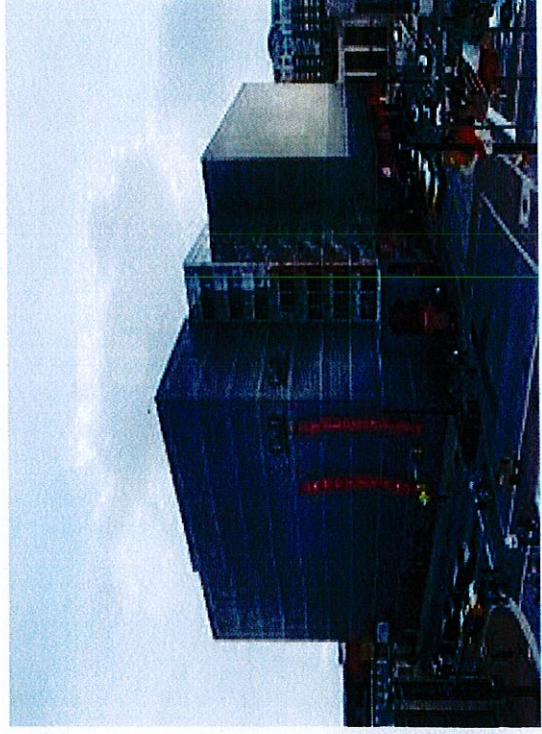
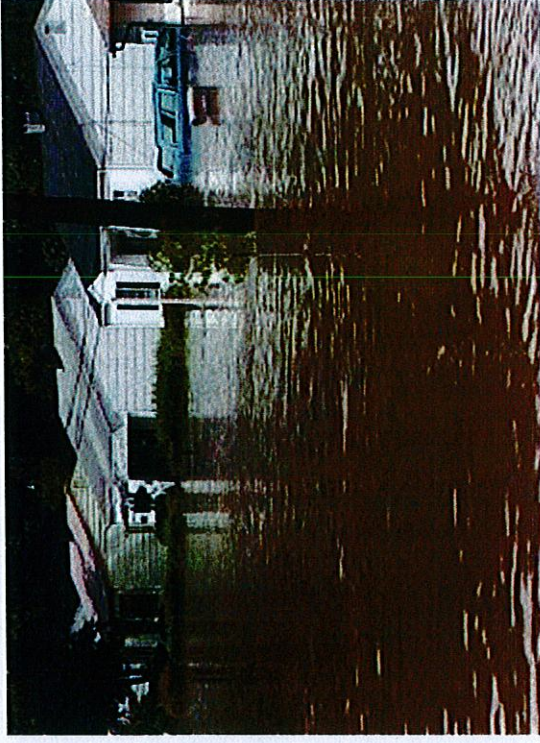


MITIGATION

Taking actions to reduce or eliminate risks to people and property from hazards and their effects.

Goals:

- Protect people and structures.
- Reduce the costs of response and recovery



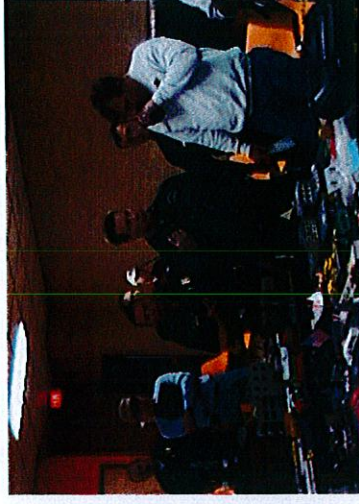


PREPAREDNESS

To reduce the impact of disasters by implementing plans, procedures and education programs.

Goals:

- Develop and test the City Emergency Operations Plan
- Identify resources and supplies
- Coordinate public safety, governmental, volunteer and non-profit agencies
- Provide programs and information to the community on family and business preparedness



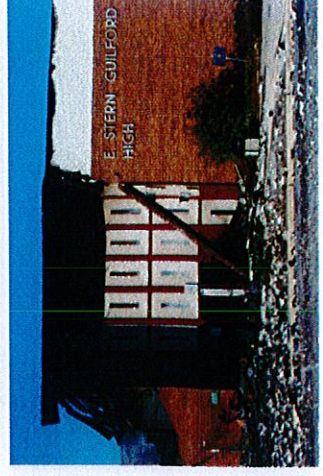
RESPONSE



Encompasses all activities taken to save lives and reduce damage from the event.

Goals:

- Coordination and Support
- Provide emergency assistance to victims
- Restore critical infrastructure
- Ensure continuity of critical services
- Provide a coordinated framework to manage a large scale operation (NIMS & ICS)
- Provide assistance to response departments (notifications, resource requests and technical expertise) – ***NOT FUNDING***



RECOVERY

To return the community's systems and activities to normal. It begins during the event and is ongoing.

Goals:

- **Public Assistance:**
infrastructure, public building and debris removal.
- **Individual Assistance (County Functions):** Grants, SBA, Unmet Needs, Donations Management
- **Review the actions taken and begin to make adjustments to the CEOP etc.**



9/14/2012



Coordinating Structures and Tools

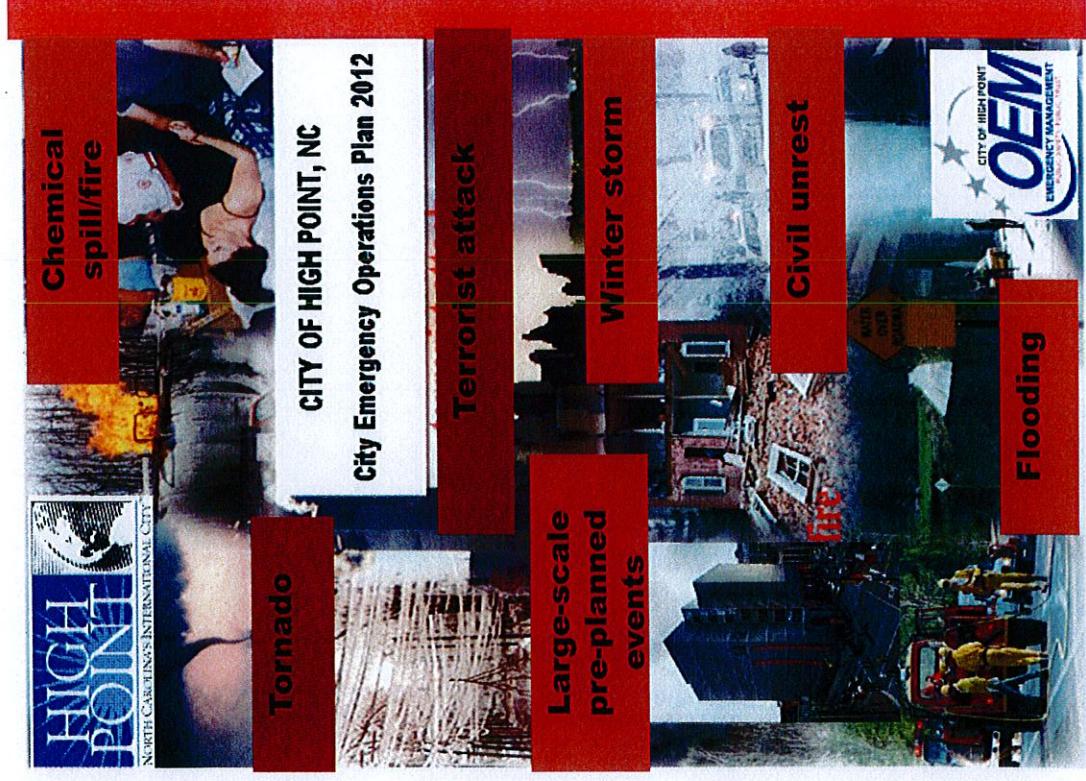
- ❖ **City Emergency Operations Plan**
- ❖ **City Coordination Center**
- ❖ **National Incident Management System (NIMS)**
- ❖ **Statewide Mutual Aid Agreement**
- ❖ **Declaration of Emergency Process**
- ❖ **City of High Point Office of Emergency Management**
- ❖ **Guilford County Emergency Management**



City Emergency Operations Plan (CEOP)



- Emergency and disaster responsibilities are included in the High Point City Emergency Operations Plan
- Defines Roles and Responsibilities based around the federal "Emergency Support Functions" (ESF)
- Completed in August 2012 with support from participating City departments
- Pending approval and adoption by the High Point City Council



9-18-2012
PSCD



High Point Fire
Department
Public Safety Committee
Briefing

Moving Forward – in Serving Our Community



4 – Year Fire Statistics

	FY07/08	FY08/09	FY09/10	FY10/11	Change
Population	98,490	100,442	102,161	105,843	+7.5%
Total Incidents	11,036	10,933	11,044	11,229	+1.7%
Fire Incidents	653	463	504	503	-22.9%
Structure Fires	335	123	143	109	-66.4%
Medical Incidents	7,455	7,448	7,442	7,640	+2.5%
Rescue Incidents	110	114	113	70	-36.3%
Hazardous Material Incidents	129	138	137	166	+28.6%
False Alarms	1,216	1,298	1,301	1,339	+10.1%
Other Incidents	2,689	1,472	1,547	1,511	+2.7%

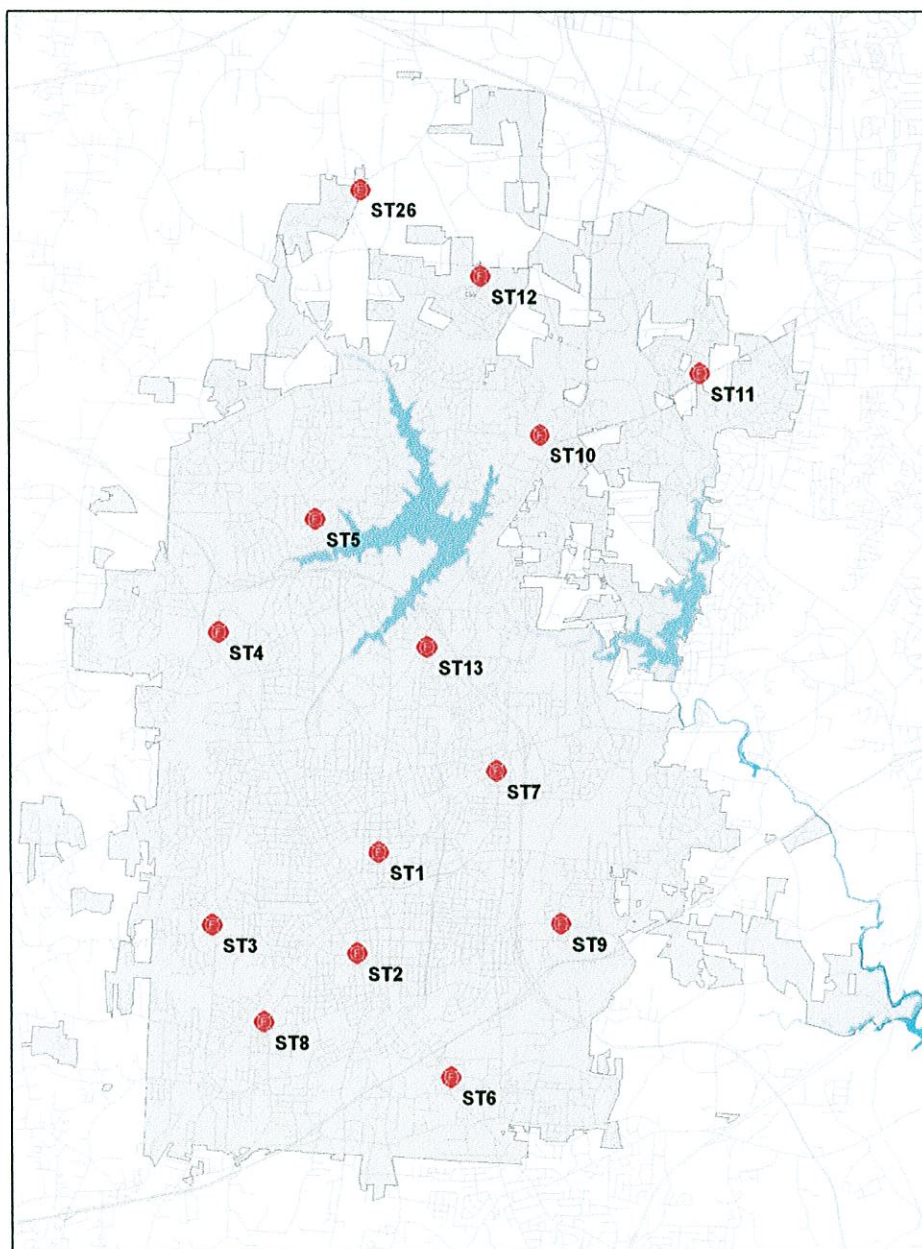


Statistics – Last Fiscal Year

ISO Class	2
Frontline Units	19
Total Incidents	11,217
Avg. Response Time (first unit)	4.16 minutes
% of Responses within 6 minutes (first unit)	81%
% of Responses within 8 minutes (all units)	70%
Fire-related civilian Injuries	9
Fire-related civilian Deaths	1
Firefighter Injuries	29
Fire Inspections	7,043
Plan Reviews (Code)	645
Fire/Life Safety Program Contacts	18,000



High Point Fire Station Locations





Goals

Improve Emergency Response Services

Enhance the health and safety of High Point Fire Department members

Strengthen management and organizational structure

Increase High Point Fire Department's Diversity

Improve Fire Prevention and Life Safety Education

Leverage Department Effectiveness with technology improvements

Initial Issues/Opportunities

Internal communications

Records management

Vehicle replacement planning

Response time improvements

Staffing/Replacements

Emergency Management capability

Training Tower replacement

Continuing Evaluation/Strategic Planning

COMBINED MEETING

September 17, 2012

4:45/5:30 P.M.

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem M. Christopher Whitley (Ward 5); and Council Members Latimer B. Alexander, IV. (At-Large); Bernita Sims (Ward 1); Foster Douglas (Ward 2); Michael D. Pugh (Ward 3); A. B. Henley, III (Ward 4); and James Corey (Ward 6) were present.

Council Member Britt W. Moore (At-Large) was absent.

Mayor Smothers called the meeting to order; the Pledge of Allegiance followed.

FINAL ACTION TAKEN AT THIS MEETING

Note: Pursuant to N.C. General Statute 160A-75, although Council Member Pugh was not physically present when this vote was taken, and did not ask to be excused from the meeting, he will be recorded as a "Yes" vote.

At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council, motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried by a 7-0 vote with Mayor Smothers dissenting. [Council Member Moore was absent]

Motion was then made by Council Member Alexander, seconded by Council Member Corey that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously. [8-0 vote] [Council Member Moore was absent]

This action cancels the meeting scheduled for Thursday, September 20, 2012 at 9:00 a.m.

PRESENTATION OF ITEMS

FINANCE COMMITTEE - *Chaired by Council Member Alexander.*
Committee Members Whitley, Smothers, Corey

[all were present]

Chairman Alexander explained these matters were discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting and he would make one motion approving all matters barring any objections.

Council Member Douglas made a motion to pull the 120235 Contract- Lenco Armored Vehicles- Armored Rescue/Response Vehicle so it could be further discussed. Council Member Corey made a second to the motion which carried by an 8-0 unanimous vote. [Council Member Moore was absent]

120233 Contract - Bid No. 57 - Model Farm Road Bridge Replacement

Approval of contract awarding Bid No. 57 for the design contract for the engineering design of the Model Farm Road Bridge Replacement. Purchasing and the Public Services Department recommends that contract be awarded to Wetherill Engineering in the amount of \$134,882.12 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: [Contract - Bid No. 57 - Model Farm Road Bridge Replacement.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with Wetherill Engineering in the amount of \$134,882.12 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be approved. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120234 Contract - Piedmont Truck Center - New Truck with Hooklift System

Council is requested to award contract for the purchase of a 2012 Ford F750 truck with a hooklift system. Purchasing and the Fleet Services department recommends that contract be awarded to Piedmont Truck Center in the amount of \$108,194 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: [Purchase of Truck with Hooklift System.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with Piedmont Truck Center for the purchase of a 2012 Ford F750 truck with a hooklift system in the amount of \$108,194.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be approved. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120235 Contract - Lenco Armored Vehicles - Armored Rescue/Response Vehicle

Council is requested to award contract for the purchase of a Lenco BearCat Armored Rescue/Response Vehicle for use by the Police Department. Purchasing and the Police Department recommends that contract be awarded to Lenco Armored Vehicles in the amount of \$241,865.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: [Armored Vehicle Purchase - Police Department.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting.

Council Member Douglas asked why staff could not find a used vehicle that pretty much meets the specs versus purchasing a brand new vehicle. Police Chief Marty Sumner explained each one of these vehicles are built specifically for the specs requested of the department and he has never seen a used one of these vehicles for sale. Council Member Henley mentioned that he actually called four different police departments in North Carolina to validate that these types of vehicles are necessary in their line of work and was told they are. He also pointed out that none of the four departments he called purchased their vehicles new. Chief Sumner noted they looked at getting used armor cars the banks could donate, but those would have to be retrofitted, so they looked at other options. He explained the police department has waited for more than 20 years to replace the vehicle they currently are using and it was difficult to find a vehicle of this type with the specs they wanted. Council Member Sims asked Chief Sumner if Council does not spend this money on this proposed vehicle, if there might be other needs within the police department that would qualify for these seized funds in the future. Chief Sumner replied there is no other real immediate need and reiterated the purchase of this vehicle has been delayed for years. Council Member Pugh expressed concerns about the lack of protection of these armored vehicles and pointed out there were some weapons that could be purchased by any citizen that could penetrate the vehicle. Chief Sumner explained there is an upgrade that could be purchased. He was not sure if it was included in the specs, but stated he would definitely find out before finalizing the order.

Mayor Smothers asked if there were any additional questions or discussion. There being none, she called for a motion.

Approved contract with Lenco Armored Vehicles for the purchase of a Lenco BearCat Armored Rescue/Response vehicle in the amount of \$241,865.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Council Member Alexander, seconded by Council Member Sims, that this matter be approved. The motion carried by the following 6-2 vote:

Aye: Mayor Smothers, Mayor Pro Tem Whitley, and Council Members Alexander, Pugh, and Corey

Nay: Council Members Douglas and Henley

Absent: Council Member Moore

120236

Contract - RoviSys - Seaboard Group

Council is requested to authorize the Mayor to execute a contract with RoviSys in the amount of \$108,310.00 for remediation work at the former Seaboard site and old Riverdale Road landfill.

Attachments:[Seaboard Group - RoviSys Contract.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with RoviSys in the amount of \$108,310.00 for remediation work at the former Seaboard site and Old Riverdale landfill and authorized the Mayor to execute the same.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be approved. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120254

Contract - Sidewalk & Intersection Contract

Council is requested to award contract for Sidewalk and Intersection Improvements to Yates Construction Company in the amount of \$770,613.40 which is the lowest responsible and responsive bid meeting specifications.

Attachments:[Sidewalk and Intersection Improvements.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with Yates Construction Company for sidewalk and intersection improvements in the amount of \$770,613.40 which is the lowest responsible and responsive bid meeting specifications.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be approved. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120237

Resolution - Condemnation Proceedings - 2726 NC 68 South - Penny Road Transmission Line Project

Council is requested to authorize the City Attorney's office to proceed with condemnations proceedings on property located at 2726 NC 68 South belonging to the HH Jordan Revocable Trust. This property is needed for the Penny Road transmission line project.

Attachments:[Condemnation - 2725 NC 68 South - HH Jordan Revocable Trust.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution authorizing the City Attorney's office to proceed with condemnation proceedings on property located at 2726 NC 68 South belonging to the HH Jordan Revocable Trust.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be adopted. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent]

**Resolution No. 1253/12-54
Introduced 9/17/12; Adopted 9/17/12
Resolution Book Volume XVII, Page 103**

120250 Support of Carolina Field of Honor

Approval to join the City of Greensboro and the City of Winston Salem in supporting the Carolina Field of Honor project being planned for Triad Park on a per-capita basis. The City of High Point's share of the \$250,000 will be \$43,231.00.

Attachments: [Carolina Field of Honor Project.pdf](#)

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved joining the City of Greensboro and the City of Winston Salem in support of the Carolina Field of Honor project being planned for Triad Park on a per-capita basis with High Point's share being approximately \$43,231.00 of the total \$250,000.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be approved. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120252

Ordinance - Budget Amendment - Support of Carolina Field of Honor Project

Council is requested to adopt a Budget Ordinance amending the 2012-2013 Budget Ordinance to appropriate funds in the amount of \$43,231.00 in support of the Carolina Field of Honor project.

Removed matter from the agenda.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that this matter be removed from the agenda. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

120264 Consideration of Appraisal for Guilford County Schools Property- School Park Road

Council to give direction to staff to get an appraisal for Guilford County School Property located at the intersection of Shadybrook and School Park Road.

Note: Pursuant to N.C. General Statute 160A-75, although Council Member Pugh was not physically present when this vote was taken, and did not ask to be excused from the meeting, he will be recorded as a "Yes" vote.

Since this matter did not originally appear on tonight's agenda, motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley to suspend the rules so it could be considered. The motion to suspend the rules carried by a 7-1 vote with Mayor Smothers dissenting. [Council Member Moore was absent]

Instructed staff to get an appraisal for Guilford County School property located at the intersection of Shadybrook and School Park Road.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley, that this matter be approved. The motion carried by the following 5-3 vote:

Aye: Mayor Pro Tem Whitley, and Council Members Alexander, Sims, Pugh, and Corey

Nay: Mayor Smothers and Council Members Douglas and Henley

Absent: Council Member Moore

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Chaired by Council Member Sims

Committee Members Alexander, Douglas, Corey

[all were present]

Pending Items

120032 Ordinance - Demolition of Structure - 1315 Vernon Place

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

Attachments: [Demolition Ordinance - 1315 Vernon Place.pdf](#)

Chairwoman Sims explained the property is now in compliance with the Minimum Housing Code and Inspection Services has requested this matter be removed from the agenda as there is no further action necessary at this time.

Removed matter from the agenda.

A motion was made by Council Member Sims, seconded by Council Member Alexander, that this matter be removed from the agenda. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent].

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE -

Chaired by Mayor Pro Tem Whitley

Committee Members Sims, Henley, Moore

[Moore was absent]

120238 Resolution of Intent - Street Abandonment 12-08 - CHP

Approval of a Resolution of Intent that establishes a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon a portion of an unnamed public alley located from the north of the rear property line of a parcel identified as 108 Garner Place, northward to the terminus of the alley.

Attachments: [ROI SA12-08.pdf](#)

The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted Resolution of Intent establishing a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon a portion of an unnamed public alley located from the north of the rear property line of a parcel identified as 108 Garner Place, northward to the terminus of the alley.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this Resolution be adopted . The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent].

**Resolution No. 1254/12-55
Introduced 9/17/12; Adopted 9/17/12
Resolution Book, Volume XVII, Page 104**

120239 Resolution of Intent - Street Abandonment 12-09 - CHP

Approval of a Resolution of Intent that establishes a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon an unnamed public alley located north of Richardson Avenue, being further described as the public alley east and abutting property identified as 600 N. Main Street.

Attachments: [ROI SA12-09.pdf](#)

The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted Resolution of Intent establishing a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon a portion of an unnamed public alley located north of Richardson Avenue, being further described as the public alley east and abutting property identified as 600 N. Main Street.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this Resolution be adopted . The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent].

**Resolution No. 1255/12-56
Introduced 9/17/12; Adopted 9/17/12**

Resolution Book, Volume XVII, Page 105**120240 Uptown Suburbs National Register Historic District**

Consideration by the City Council and reception of public comment regarding the nomination application for the Uptown Suburbs National Register Historic District, which includes the neighborhoods of Emerywood, Sheraton Hill, The Parkway and Roland Park, and a portion of North Main Street and Johnson Place.

Attachments: [Uptown Historic District.pdf](#)

Bob Robbins of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Council Member Corey asked about the possible effect of this designation on construction sales and modifications within this particular area. Mr. Robbins explained that the National Register designation is honorary and carries no regulatory measures and there are some potential tax incentives that were available to property owners should they choose to take advantage, but this was strictly optional on their part. Council Member Sims asked if this designation would be helpful for any future structures or residences if they want further historic designation. Mr. Robbins noted it would definitely be of benefit due to the completed inventory that has already been completed and would definitely help lessen the workload for the study needed to do a local district. Council Member Alexander asked if there would be a marker of any kind to inform people that the neighborhood/area falls within the registry. Mr. Robbins explained that neither the State, nor the National Registry provide markers of this type, but this would not keep the community from erecting a marker if they desire to.

Chairman Whitley mentioned designated historical property on Skeet Club road which turned out to be problematic to the State when they widened the road and asked staff if there would be any similar issues that might arise with this area as well. Mr. Robbins noted that nothing stands out to him as far as these particular neighborhoods. Mayor Smothers asked if the residents and citizens are aware of the possible ramifications of being in the historic district. Mr. Robbins explained that staff did try to make all of the information available to them and had a kick off meeting at the beginning of the project as well as one last week in which about 30-40 people attended.

Chairman Whitley asked if there was anyone present who would like to offer any comments regarding this matter. Seeing none, he asked Council if they were prepared to move forward with the request or review it in the Committee. Council Member Henley asked that it be referred to Committee for further review and the Mayor agreed because she was aware of some of the problems that could occur.

Referred this matter to the Planning, Economic Development & Information Technology Committee for further review.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Corey, that this matter be referred to the Planning, Economic Development and Information

Technology Committee. The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent].

120241 Stanley Furniture - Right of Way Encroachment Case 12-05

A request by Stanley Furniture to allow an existing and proposed wall, and existing landscaping to encroach up to 4 feet into the eastern limits of the N. Hamilton Street right-of-way.

[Staff Report RE12-05.pdf](#)

Attachments:

Doug Loveland of Planning & Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Council Member Alexander asked about the width of the sidewalk at its narrowest point with the wall. Mr. Loveland believed it would be about five and a half feet. Council Member Pugh asked about the width of the maximum encroachment and Mr. Loveland noted the engineer could provide this information.

Eddie Maccledowney with Davis Martin Powell and Associates noted it is actually about 4 foot 8 inches into the right-of-way.

Chairman Whitley asked if there was anyone present who would like to comment regarding this matter.

There being none, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Alexander, that this matter be approved . The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent]

PUBLIC COMMENT PERIOD - 5:15 P.M.

Statement Issued by the Human Relations Commission

Mayor Smothers recognized Al Heggins, Director of the Human Relations Department, Human Relations Commissioners and a large crowd attending tonight's meeting. Ms. Heggins explained in light of the recent killings that have taken place across the globe, the Commission has written a statement.

Dr. Michelle Matthews, Vice-Chair for the Human Relations Commission, read the following statement into the record:

"The City of High Point is home to many people from nations across the globe and from varied backgrounds encompassing different beliefs, religions, and practices.

In the shadow of religious intolerance and the loss of lives, the human relations department and commission commend and uplift the peaceful state of our great city.

We encourage everyone to continue to stand constant and strong in your conviction to live in peace and harmony with one another.

May peace continue to reign."

Proclamation- Alcohol and Drug Addiction Recovery Month

Mayor Smothers read a proclamation into the record declaring the month of September 2012 as Alcohol and Drug Addiction Recovery month. Accepting the proclamation was Commissioner Michelle Matthews and Commissioner Jason Yates. [applause]

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE -

*Chaired by Mayor Pro Tem Whitley
Committee Members Sims, Henley, Moore*

[Moore was absent]

120242 Ordinance - Deep River Church of Christ - Annexation Case ANX12-04

A request by Deep River Church of Christ to consider a voluntary contiguous annexation of approximately 12.43 acres. The area to be annexed is lying approximately 180 feet east of Eastchester Drive and south of Deep River Road. The property is also known as Guilford County Tax Parcels 0195737, 0217201 and 0195736 (eastern portion of parcel).

Attachments: [ANX 12-04 Staff Report.pdf](#)

The public hearing for this matter was held on Monday, September 17, 2012 at 5:30 p.m

Herb Shannon of Planning and Development presented the staff report for Annexation Case 12-04.

Chairman Whitley asked staff if the road would come inside the city limits. Mr. Shannon explained that most of Deep River Road is already within the city, but this annexation is not included in any of the adjacent road right-of-way. Mayor Smothers noted it was rather unusual to have an annexation without some type of an accompanying land use change, and noted some of this property has been for sale a good while. Mr. Shannon explained the area is in High Point's Extraterritorial Jurisdiction so it already has zoning and the current zoning would allow proposed uses that the applicant is considering in the future, but it does not require any zoning change.

Chairman Whitley asked if the petitioner would like to come forward to address Council. The petitioner was present and asked if there were any questions.

At this time, Chairman Whitley opened the public hearing and asked if there were any comments in support of or in opposition to this annexation request. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Alexander, that this Ordinance be adopted . The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent].

Ordinance No. 6947/12-63

Introduced 9/17/12; Adopted 9/17/12

Ordinance Book, Volume XVII, page 137

120243

Resolution - High Point University - Street Abandonment Case 12-07

A request by High Point University to abandon a portion of North Avenue located from N. Centennial Street east to Willoubar Terrace, and the remaining portion of Willoubar Terrace, located north of North Avenue.

Attachments: [Staff Report SA12-07.pdf](#)

The public hearing for this matter was held on Monday, September 17, 2012 at 5:30 p.m.

Doug Loveland of Planning and Development provided an overview of the staff report.

Following the presentation of the staff report, Chairman Whitley asked if the petitioner would like to come forward to address Council regarding this street abandonment request.

Ron Guerra, representing High Point University, 833 Montlieu Avenue, spoke in favor of this request and explained the university would like to privatize North Avenue and Willoubar and reported that they now own all those properties. He stated he would be happy to answer any questions. There being none, Chairman Whitley opened the public hearing and asked if there was anyone present who would like to comment in support of or in opposition to this street abandonment request as submitted by High Point University. There being no one present to comment, the public hearing was closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution providing for the abandonment of a portion of North Avenue located from N. Centennial Street east to Willoubar Terrace, and the remaining portion of Willoubar Terrace, located north of North Avenue with the retention of the following utility easements: 1) a 30-foot sanitary sewer easement centered on the existing 8-inch outfall; 2) a 30-foot water line easement centered on the existing 16-inch waterline; and 3) a 30-foot electric utility easement centered on the existing lines based on the findings in the staff report that the

abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent].

Resolution No. 1256/12-57

Introduced 9/17/12; Adopted 9/17/12

Resolution Book, Volume XVII, page 106

120244

Land Use Plan Amendment Case 12-04 - BSC Holdings, Inc.

A request by BSC Holdings, Inc. to change the Land Use Map classification for approximately 5.4 acres from Restricted Industrial to Medium Density Residential. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive. In addition, the Planning & Development Department is recommending the Land Use Map classification for an additional 10.3 acres, lying west of the applicant's request and east of Tarrant Road, be changed from Restricted Industrial to Medium Density Residential.

Attachments: [LUPA12-04 & Z12-08 Staff Report.pdf](#)

The joint public hearing for this matter and related matter 120245 Rezoning Case 12-08-BSC Holdings, Inc. was held on Monday, September 17, 2012 at 5:30 p.m.

Note: For specific comments regarding this matter, please refer to 120245 Rezoning Case 12-08- BSC Holdings, Inc.

Heidi Galanti of Planning and Development provided an overview of the staff report for Land Use Plan Amendment Case 12-04.

Council Member Sims questioned staff's addition of property to the applicant's request. Ms. Galanti explained that staff is asking that the additional property be included simply because the Granite Ridge apartments is medium density residential and since it is an existing development, staff is asking that the plan be amended acknowledging that.

Following the presentation of the staff report and the conclusion of the public hearing regarding Land Use Plan Amendment case 12-04, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution authorizing the changes to the future land use designation for approximately 15.7 acres to the Medium Density Residential land use classification based on the findings outlined in the staff report that the request meets the goals and objectives of the Land Use Plan and will be in harmony with the land use pattern of the surrounding area.

A motion was made by Council Member Whitley, seconded by Council Member Sims, that this Amendment be approved . The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent]

Resolution No. 1257/12-58
Introduced 9/17/12; Adopted 9/17/12
Resolution Book, Volume XVII, Page 107

120245 Ordinance - Rezoning Case 12-08 - BSC Holdings, Inc.

A request by BSC Holdings, Inc to rezone approximately 6.7 acres from the Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Limited (PDL) District. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.

Attachments: [LUPA12-04 & Z12-08 Staff Report.pdf](#)

The joint public hearing for this matter and related matter 120245 Land Use Plan Amendment Case 12-04- BSC Holdings, Inc. was held on Monday, September 17, 2012 at 5:30 p.m.

Herb Shannon of Planning and Development provided an overview of the staff report for Rezoning Case 12-08.

Council Member Alexander asked about two issues: rock quarry/blasting and airport overlay. Mr. Shannon explained that this property is outside the Airport Overlay District.

Chairman Whitley asked the petitioner to come forward at this time.

Mr. Barry Siegal, President of BSC Holdings, spoke in favor of the request. He explained that he and his partner, Willard Tucker, developed a great deal of acreage many years ago in this particular area and worked with the city as well as NCDOT for the construction of Piedmont Parkway. He developed the Granite Ridge apartment complex which contains 248 apartment units and his desire now is to go ahead and extend the Granite Ridge complex in an effort to introduce a concept that they have done twice in Winston Salem involving the development of single family homes in a Planned Unit Development strictly for rent. For illustrative purposes, he shared some pictures of the two developments in Winston Salem: Villas of Robinhood and Villas at Peacehaven and noted these were both one-story and two-story homes ranging from about 1,000 square feet to over 1,600 square feet that generally rent for \$925 to \$1,600. He shared that there is a very strong demand for these types of houses right now and they would operate/maintain them and they would be on one lot of record.

In response to Council Member Alexander's inquiry regarding the rock quarry, Mr. Siegal explained that this has not been an issue for them over the last ten years. Council Member Alexander was surprised by this and stated he did not understand why everybody seems to want to cluster around an existing rock quarry or an existing asphalt plant with housing. Council Member Corey asked about the garage doors for the houses and if it would be one large door or two separate doors. Mr. Siegal explained that it would depend on the particular unit--some will have one door while some will have two doors, but it would be one garage.

Council Member Sims asked if an affordable housing component was included in the development plans and Mr. Siegal replied there was not. She applauded him for thinking outside the box to bring this type of development to our community, but was concerned about the rental rates and asked Mr. Siegal to consider incorporating some affordable housing standards in any future development plans.

Chairman Whitley asked if there was anyone else present who would like to speak in support of or in opposition to this rezoning request. There being none, the public hearing was closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted ordinance rezoning approximately 6.7 acres from the Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development- Limited (PDL) District based on consistency with the city's adopted plans. Additionally Council finds this action to be reasonable and in the public interest based on the Staff Analysis section of the staff report.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Douglas, that this Ordinance be adopted. The motion PASSED by an 8-0 unanimous vote.

Ordinance No. 6847/12-64

Introduced 9/17/12; Adopted 9/17/12

Ordinance Book, Volume XVII Page 138

120247

Resolution - Land Use Plan Amendment Case 12-06 - MAMI, LLC

A request by MAMI, LLC to change the Land Use Map classification for approximately 0.65 acres from Low Density Residential to Local/Convenience Commercial. The site is lying at the southeast corner of W. Lexington Avenue and Kentucky Street.

Attachments: [LUPA12-06 & Z12-10 Staff Report.pdf](#)

*The joint public hearing for this matter and related matter **120248 Rezoning Case 12-10- MAMI, LLC** was held on Monday, September 17, 2012 at 5:30 p.m.*

Note: For comments on the Land Use Plan Amendment 12-06, please refer to 120248 Rezoning Case 12-10- MAMI, LLC.

Andy Piper of Planning and Development presented the staff report for the Land Use Plan Amendment 12-06.

Following the presentation of the staff report and conclusion of the joint public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution changing the Land Use Map classification for approximately 0.65 acres from Low Density Residential to Local/Convenience Commercial based on the staff's recommendations outlined in the staff report that the request meets the goals, objectives, and policies of the Land Use Plan, including development guidelines for commercial areas

adjacent to residential neighborhoods, through conditions offered as part of the proposed Conditional Zoning request.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 7-1 vote:

Aye: Mayor Smothers, Mayor Pro Tem Whitley, and Council Members Alexander, Sims, Douglas, Henley and Corey
Nay: Council Member Pugh
Absent: Council Member Moore

**Resolution No. 1258/12-59
Introduced 9/17/12; Adopted 9/17/12
Ordinance Book, Volume XVII, Page 108**

120248

Ordinance - Rezoning Case 12-10 - MAMI, LLC

A request by MAMI, LLC to rezone approximately 1.5 acres from the Limited Business (LB) District and Residential Single Family-9 (RS-9) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.

Attachments: [LUPA12-06 & Z12-10 Staff Report.pdf](#)

*The joint public hearing for this matter and related matter **120247 Land Use Plan Amendment Case 12-06- MAMI, LLC** was held on Monday, September 17, 2012 at 5:30 p.m.*

Herb Shannon of Planning and Development presented the staff report for Rezoning Case 12-10 which is hereby attached to Legistar as a permanent part of these proceedings.

Council Member Alexander inquired about the planting yard along Kentucky and along the adjacent residential property. Staff explained that the applicant has offered a condition for a Type C planting yard which has a width of 20 feet and to the south, the Development Ordinance requires a Type A planting yard that has to have an average width of 50 feet or 40 feet with a fence; however, the applicant is proposing a 40-foot wide planting yard. He noted the applicant has also offered higher landscaping conditions by proposing understory trees to be a minimum height of 6 feet with a 1/2 inch caliber at the time of planting for the shrubs to reach a minimum height of 30 inches with a spread of 30 inches within three years. Staff estimates the trees to be approximately 20 feet in ten years and additional conditions offered by the applicant would include a combination of deciduous and evergreens in the planting yards.

Council Member Pugh expressed concerns about noise abatement since this would be a 24/7 operation and noted he would like to see measures taken to tone the noise down as much as possible. He was mostly referring to loud music from vehicles and felt it would help if the

city would enforce its own Noise Ordinance that has been adopted. Judy Stalder pointed out a lot of noise is already coming from Tipzy's Tavern. Council Member Pugh shared concerns about what happens the rest of the night on Friday and Saturday nights after Tipzy's closes. Mayor Smothers noted one of the questions phrased by a Planning & Zoning Commission member related to music as it's piped outside and asked if they ever turn the music off. Ms. Stalder noted they could control the music, but this could be further addressed by Sheetz.

Mayor Smothers shared an observation about land use and pointed out several attempts over the years have made to rezone this property and there could have been an office use on the other side of Kentucky had it been approved. Council Member Corey reported the main concerns he has heard deal with noise and light issues. Judy Stalder pointed out that there would be noise because of it being at a business intersection.

At this time, Chairman Whitley asked if the petitioner would like to come forward to address Council.

Judy Stalder, 1400 Eastchester Drive, representing the petitioner/property owners at the corner, spoke in favor of the request. She explained that this corner has historically been developed with a convenience store or a gas station or both and the current zoning, Limited Business, allows a convenience store to be located on the property. The petitioner is asking for additional limited business zoning to allow adequate landscaping, parking and circulation for the activities of the business. She felt a logical place to draw a boundary line between business and residential uses would be Kentucky Street because of the sloping property. She shared that this rezoning request has been conditioned with extensive landscaping along Kentucky (more than would be required by the ordinance). She noted that Sheetz has also offered the following conditions in an effort to make it compatible with the neighborhood, including fencing adjacent to the residential property:

- Higher landscaping standards
- fence adjacent to any residential properties for additional screening
- brick screening around the dumpster with pick up times restricted between the hours of 8:00 a.m and 8:00 p.m.
- any mechanical equipment on the roof will be screened
- will not have a freestanding sign on Kentucky, restricted the freestanding sign on Lexington on the Westchester side
- Requesting a wall sign to the west (staff is not recommending this). She pointed out Limited Business zoning allows a wall sign of 7.5% of the square foot wall area and Sheetz largest wall sign would only be 3.8% of that wall area.

Ms. Stalder noted the lighting underneath the canopy meets the new design standards and shared some photographs of what the canopy and light will look like. The photographs did not show any light spillage onto adjacent residential properties. She explained they would install a sidewalk on Lexington Avenue and the stormwater would be captured and controlled. Ms. Stalder stated that Davenport Transportation did perform a Traffic Impact Analysis and they incorporated all recommendations into the plan which includes an improved intersection and added lanes on Lexington and Westchester.

Ms. Stalder explained that they had a neighborhood meeting and most of the people that attended seemed to be fine with their plan. They also met with the Northwood school officials and the PTA, provided them with a traffic assessment on school traffic issues and pledged to work with them.

She noted that should this request be improved, visible changes would include: two driveways on the corner instead of seven driveway points; a brick building instead of the hodge-podge there now and the liberties that people take with parking trucks on the lot; improved intersection; sidewalk; and 35-40 new jobs. She informed Council that they have done everything to create a compatible neighborhood Sheetz store at this corner and requested Council's approval of the rezoning request as submitted and approved by the Planning & Zoning Commission with the wall sign on the west side.

Council Member Sims asked about walkers to the school and Ms. Stalder noted they do have a few walkers and the school is planning on making some simple improvements that should enhance safety.

At this time, Chairman Whitley asked if there was anyone else that would like to speak on behalf of the petitioner.

Tom Terrell, 529 West Parkway Avenue, High Point, legal counsel to Sheetz, addressed Council on usage, signage and sound. He noted he grew up two and a half blocks from this site and this intersection has always been commercial in nature and has always consistently been used for a gas station/convenience store and could still be used for those purposes today by right. He explained Sheetz is trying to create a development with conditions that are compatible to the adjacent neighborhoods and have a top notch convenience store, part restaurant and a development that would be very well controlled. Regarding the signage, he explained that Sheetz has talked/worked with staff and compromised on this issue and the sign would not exceed 4% and would only identify the name of the business. Regarding the sound, he noted the canopies are designed so that music is heard while standing directly underneath so the sound would not drift into the neighborhood, but the neighbors would hear sounds from motorcycles, trucks, and cars on Westchester as they do now.

Council Member Alexander asked if there would be any vacuums, air pumps on the premises. Tom Terrell noted Anthony Foderaro with Sheetz could answer his question.

Anthony Foderaro, 5700 6th Avenue, Altoona, PA, a real estate employee with Sheetz, addressed Council. He shared some additional information on Sheetz as a company and noted they are a family-owned convenience store chain based in Altoona, founded in 1952. He noted the Sheetz mission is to provide total customer focus, to provide their customers with fast, friendly service, quality products at clean and convenient locations. This will be the second Sheetz located in High Point and if the development is approved, they would hire 40 full and part-time employees with made-to-order benefits (dental, medical, vision, life insurance, 401 K retirement program, employee stock ownership program, college tuition reimbursement program, etc...). He explained Sheetz also gives back to the local community by raising money throughout the year through several fundraisers during the Christmas holiday season to provide toys, clothes and basic needs to kids in the community. Additionally, Sheetz is very involved in the summer games of the Special Olympics; sponsor

30 Make-a-Wish family trips to Walt Disney World; involved in the United Way Day of Caring; the Boys and Girls Clubs of America; YMCA; Big Joe's Scholarship; and also offer free coffee to all customers while traveling on New Year's or Christmas day.

Regarding the question on air pumps/vacuums, Mr. Foderaro replied they would have an air pump located on the corner at Westchester, but there would not be a vacuum station. He confirmed that Sheetz would be open 24/7 and they could control the music as well.

Steve Webb, with CPT Engineering, 4400 Tynning Street, High Point, addressed Council regarding the stormwater management on the site and entertained questions on stormwater concerns. He pointed out right now the plan shows a sand filter, but it may be a bio retention cell that may be used in conjunction with an underground detention system. He explained they would be handling stormwater both from a quality standpoint and from a quantity standpoint so the run-off that leaves the property would not be any greater than the run-off that's currently on the site, but they would have to extend the city's stormwater system.

John Davenport, Davenport Transportation, 305 W. Fourth Street, Winston Salem, traffic engineer for Sheetz, addressed Council regarding the Traffic Impact Analysis as well as the transportation assessment for Northwood Elementary School. He explained part of the problem is the school does not have enough room to stack the traffic, so one of the things they looked at is how to improve the pick-up and drop-off piece and they would also look at possibly routing the traffic to the back, as well as make other improvements to make it a little more effective like improving pedestrian crosswalks and getting a guard that can actually stop traffic and let people out. He noted the assessment was conducted while school was in session and all the traffic was included in their analysis including the school and apartment traffic. They modeled the effect of the changes at the school and the most profound effect would be to get the traffic looping around the back.

At this time, Chairman Whitley opened the floor for comments from the audience and asked if there was anyone present who would like to speak in favor of the request.

Chris Edwards, representing Shores Fine Dry Cleaners and JT Properties, 2019 Eastchester Drive, High Point, spoke in favor of the request. He explained the only two issues he had was with the fence and the side yard planting and noted they are against having an opaque fence between two pieces of commercial property because it would block visibility and did not believe the 20-foot side yard planting between the two properties was needed. Mr. Terrell noted that the petitioner has agreed to reduce the side yard planting at Shores request, but does not support the signage amendment and have not offered that as a condition.

Chairman Whitley asked if there was anyone else present that would like to offer comments in support of the request. There being none, he opened the floor to those who would like to speak in opposition.

Don Carter, 407 Clover Drive, spoke in opposition to the request and felt the real issue is the water run-off. He felt the water issues in the area need more attention that the city is giving it. Chairman Whitley pointed out the petitioner would be required to have an approved design plan for the stormwater.

Jim McGee, 1321 Florida Street, also spoke in opposition. He informed Council that he has lived at this residence for over 30 years and asked if they would like to have this service station in their neighborhoods. He also cited major water issues and pointed out the stormwater system currently in place will not handle the water. He noted that while he feels that Sheetz is an honorable company, he questioned the location of Sheetz abutting a residential area.

Hazel Gilbreath, 1320 Florida Street, spoke in opposition to the request. She cited the same concerns voiced by Mr. McGee and also felt Sheetz is just not a good fit at this particular location. She stated Sheetz would not enhance the neighborhood and asked Council to be very careful with their decision because of mixing business with residential. She shared some photographs taken from the packets that were given to the residents at the Planning meeting. She agreed that the corner is unsightly, but would welcome a neighborhood store, a bank, an office building or anything that fits, but the Sheetz just does not belong in her neighborhood. She also voiced concerns regarding the potential loud music and lights at night since it would be open 24/7. Ms. Gilbreth questioned the effectiveness of the development in maintaining neighborhood compatibility and the impact the development would have on the residential neighborhood.

Chairman Whitley asked if there were any additional comments or questions before closing the public hearing.

Council Member Corey pointed out that this facility would provide 40 full and part-time jobs while paying a decent wage and providing very good benefits and he felt in today's economy, this is something that could not be ignored. Mayor Smothers felt the issue raised regarding the stormwater control is problematic to her and noted she would like to hear some comment on the inadequacy of the system that is already in place. Mr. Terrell pointed out the engineer offered testimony that the runoff would not be any greater than it currently is.

Chairman Whitley stated he was inclined to place this matter in committee for further discussion and asked the city attorney if it would be better to leave the public hearing open or to close it. Council Member Sims questioned the purpose of placing it in committee and Chairman Whitley explained that it would allow staff to do the analysis that the Mayor has asked for regarding the stormwater. Council Member Sims stated she realizes the neighbors view this particular intersection as a gateway to their residential community, but it is commercial and would be problematic to anyone trying to develop the property. She had no problem placing it in committee. Chairman Whitley agreed and felt any developer would look at the highest and best use for the property. Council Member Alexander pointed out the water issues that the residents are concerned with is an issue that currently exists and felt the water issues on Florida Street should not be tied into this development. Mr. McGee disagreed and took exception to this.

Sam Smith, 106 Woodrow Avenue in Winston Salem, who works with Sheetz, offered a clarification. He explained the additional impervious surface being put on this property would be managed and released at a pre-development rate and reiterated that the water run-off would not be any worse than it currently is and they would be required to meet all the ordinances and codes by any governing body for stormwater control.

Chairman Whitley then asked if there are enough members of Council interested in proceeding with a vote on this request. Council Member Henley replied he would be willing to make a motion to move forward with a vote on this matter tonight.

There being no further comments, the public hearing was closed.

Adopted ordinance rezoning approximately 1.5 acres from the Limited Business (LB) District and Residential Single Family-9 (RS-9) District to a Conditional Zoning Limited Business (CZ-LB) District based on consistency with the city's adopted plans. Additionally, the Council finds this action to be reasonable and in the public interest based on the statements in the staff analysis section of the staff report.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Alexander to approve Rezoning Case 12-10 without staff's recommendation (Part II.D.3) regarding the request for the small sign, but including the condition proposed by the applicant to reduce the landscaping standards to not require a fence in the planting yard next to Shores Cleaners. The motion carried by the following 7-1 vote:

Aye: Mayor Smothers, Mayor Pro Tem Whitley, and Council Members Alexander, Sims, Douglas, Henley and Corey
Nay: Council Member Pugh
Absent: Council Member Moore

120246

Ordinance - Text Amendment Case 12-02 - The City Project, Inc.

A request by The City Project, Inc. to amend Section 9-2-2 *Definitions*, Table 4-7-1 *Permitted Use Schedule*, and Table 5-6-1 *Off-Street Parking Requirements*, with respect to Video Sweepstakes Establishments.

Attachments: [TA12-02 Staff Report.pdf](#)

The public hearing for this matter was held on Monday, September 17, 2012 at 5:30 p.m.

Prior to the start of the public hearing, Chairman Whitley announced that he plans to place this matter in Committee for further discussion.

Bob Robbins of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Chairman Whitley opened the public hearing and asked if there was anyone present who would like to offer any remarks.

Jay Wagner, 229 Edgedale Drive, High Point, speaking on behalf of the Uptowne High Point Association and the City Project, spoke in favor of the request. They endorse and fully support the staff's report and recommendations from the Planning and Zoning Commission.

Council Member Alexander questioned the reasoning and justification behind banning this particular type of business and asked Mr. Wagner if there have been any substantiated reports of negative activity involving the police or if they just don't like these types of

businesses. Mr. Wagner replied that he could not answer this question and it needed to be posed to the police department. He pointed out that currently the city's code does not have any treatment for this type of business, nor does it even have a definition in the Development Ordinance to even define what the business is. He explained that these businesses just don't fit the vision expressed for the Uptowne or Washington Street areas which includes attracting businesses that are pedestrian and family friendly. He further explained they view these types of businesses as a lost opportunity because they are taking up spaces where they could attract other businesses that are more fitting in the vision and plans that have been expressed for these areas.

Council Member Sims mentioned a situation a few years ago where one of these establishments was on N. Main Street across from Walmart and ran a restaurant with a thriving business off because of the patronage it attracted, smoking, and she believes there is an element that requests these places that could be harmful to other businesses if it were not carefully controlled.

Mayor Smothers noted that she and Council Member Henley tried to advance this discussion during a budget review session in an attempt to put some regulatory control on these businesses but no one else supported it at that time. Chairman Whitley felt these types of businesses should be regulated in general, not just in a few locations.

At this time, Mason Garner, 3612 Oak Chase, High Point informed Council that one of her business partners at the Paper & Party Place in the 1600 block of Main Street has been dealing with problems resulting from one of these establishments being located beside her business and the smoke did permeate through the walls. She noted that this establishment just upped and vacated in the middle of the night and felt these businesses would be appropriate in a business district, but not in a retail/walking district.

Chairman Whitley asked if there were any additional comments. There being none, this matter was referred to the Planning, Economic Development and Information Technology Committee for further discussion.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this Amendment be referred to Committee to the Planning, Economic Development and Information Technology Committee. The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent]

ANY OTHER NEW BUSINESS

120249 Appointment - Boards & Commissions - Parks & Recreation Commission

Council is requested to confirm the reappointment of James Davis to the Parks and Recreation Commission. Reappointment to be effective immediately and will expire July 1, 2015.

Note: Pursuant to N.C. General Statute 160A-75, although Council Member Pugh was not physically present when this vote was taken, and did not ask to be excused from the meeting, he will be recorded as a "Yes" vote.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this matter be deferred. The motion carried by an 8-0 unanimous vote. [Council Member Moore was absent]

120251 Appointment - Boards & Commissions - Guilford County/City Insurance Advisory Committee

Council is requested to confirm the reappointment of Rudy Hinnant to the Guilford County City Insurance Advisory Committee. Appointment to be effective immediately and will expire December 21, 2014.

Note: Pursuant to N.C. General Statute 160A-75, although Council Member Pugh was not physically present when this vote was taken, and did not ask to be excused from the meeting, he will be recorded as a "Yes" vote.

Approved the reappointment of Rudy Hinnant to the Guilford County/City Insurance Advisory Committee.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that preceding appointment be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent]

120253 APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

Approval of the following minutes:

- Finance Committee meeting held August 20th @ 4:00 p.m.
- Combined Council meeting held August 20th @ 4:45/5:30 p.m.

Attachments: [August 20 2012 Finance Committee](#)
[august 20 2012 high point city council](#)

Note: Pursuant to N.C. General Statute 160A-75, although Council Member Pugh was not physically present when this vote was taken, and did not ask to be excused from the meeting, he will be recorded as a "Yes" vote.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that the preceding minutes be approved as submitted. The motion PASSED by an 8-0 unanimous vote. [Council Member Moore was absent]

For Information Only:

Proclamation- "Cares Enough to Wear Pink" 2012

Mayor Smothers read the proclamation into the record adopting the "Cares Enough to Wear Pink" campaign in honor of women who battle cancer and encouraged everyone to display an image of hope, courage, love, and awareness by wearing pink shirts in support of those battling cancer on October 25th, 26th, and 27th.

Accepting the proclamation was Fire Chief Rick McIntyre and Danny Baughman. Chief McIntyre thanked Council for supporting the fire department in the "Pink Heals" program and asked Mr. Baughman to share information on an upcoming event in recognition of this campaign.

Mr. Baughman also thanked Council and the Fire Department for supporting the "Pink Heals" mission for another year and encouraged everyone to come out to Festival Park on Saturday, September 22nd from 3:00 p.m. to 7:00 p.m. to participate in the celebration and support of women and families affected by cancer in our community. He explained that in 2010, High Point was the first city in the country to adopt the "Cares Enough to Wear Pink" resolution and since that time, they have donated over \$80,000 to the community to assist those less fortunate cancer patients. The High Point Fire Department along with the High Point Regional Hospital is co-hosting this year's event.

Mayor Smothers added that while the "Pink Heals" tour would not be coming through High Point this year, Mr. Baughman had the honor of riding with them and asked him to share about his experience. Mr. Baughman explained it is firefighters dressed in pink turnout gear, driving pink trucks in honor or support of women who battle cancer. The tour begins in July and ends in October with visits to different cities every day for this three-month period. Since the tour would not be coming to the east coast this year, he flew out to the west coast and spent 23 days on tour driving their pink fire trucks across the country. He shared this was truly one of the most inspirational, honorable things that he has ever done in his life. The Mayor thanked him and noted that while Mr. Baughman is the face of the cause for many, he has certainly given the men and women in the Fire Department credit for the strong support that has been exhibited and observed.

Update on Meredith Street Apartments

Council Member Douglas asked staff to update Council on the status of the Meredith Street apartments. JoAnne Carlyle, City Attorney, informed Council that everything is in order and Council could move forward with the Ordinance to demolish should they choose to do so. She noted it would be up to Council to consider the cost involved and identify which buildings should be demolished. Chairwoman Sims suggested staff be prepared to update Council at the Public Safety Committee meeting which has been scheduled for Tuesday, September 18th at the High Point Fire Department Technical Services Facility, 213 Fisher Avenue. Ms. Carlyle explained she could review the steps/procedures at the Public Safety Committee meeting. Mayor Smothers agreed that it does need to be on the October agenda for consideration. Chairwoman Sims asked that Council get the necessary information beforehand so it could be discussed.

120229

BOARDS AND COMMISSIONS VACANCY REPORT

Boards and Commissions – Vacancies (For Information Only)

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

Attachments:[term expirations 2012 eff. september 13 2012 packet](#)

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:00 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

**AN ORDINANCE AMENDING TITLE 5 "PUBLIC SAFETY", CHAPTER 3
"EMERGENCY MANAGEMENT" OF THE ORDINANCES
OF THE CITY OF HIGH POINT**

UNDER THE AUTHORITY OF N.C.G.S. ~~ARTICLE 36A OF~~ CHAPTER 14 ARTICLE 36A, N.C.G.S. CHAPTER 166A, ~~, AND~~ 42 U.S.C. 5121 – 5206 AND TITLE 44 CFR EMERGENCY MANAGEMENT ASSISTANCE, THE CITY COUNCIL OF THE CITY OF HIGH POINT DOES ENACT AND ORDAIN THAT:

Sec. 5-3-1 – Short title.

This chapter shall be known and may be cited and referred to as the "Emergency Management Ordinance of the City of High Point.

Sec. 5-3-2 - Intent.

- (a) It is the intent of this chapter to establish ~~an office a~~ City Office of Emergency Management ("COEM") that will insure the complete and efficient utilization of all of the community's resources to ~~combat disaster from natural causes such as tornadoes, floods, fire and earthquakes; or from those caused by man such as industrial explosions, aircraft accidents, civil disturbances, and the like; or from enemy attack, sabotage or other hostile action.~~ mitigate against, plan/prepare for, respond to and recover from natural or man-made emergencies or disasters.
- (b) The ~~emergency management division~~ COEM will be the coordinating agency for all activity in connection with the community's emergency preparedness. The coordinator of the COEM, as a staff official, will advise and provide recommendations to the city manager and the city council as to actions to be taken in ~~dealing with~~ responding to and recovering from the disaster situation.
- (c) This chapter will not relieve any government department of its responsibilities or authority nor will it adversely affect the work of any volunteer agency organized for relief in emergencies.

Sec. 5-3-3 - Authority and references.

This chapter is enacted under the authority of the following:

- (1) ~~North Carolina Civil Preparedness Act of 1951, as amended (General Statutes, Chapter 166).~~North Carolina General Statute Chapter 166A, (as amended).
- (2) ~~The Federal Civil Defense Act of 1950, as amended (Public Law 81-920).~~North Carolina General Statutes Chapter 14 Article 36A, Chapter 14
(as amended)
- (3) ~~The Federal Disaster Relief Act of 1974, as amended (Public Law 93-288).~~Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288 (as amended) 42 U.S.C. 5121-5206, Title 44 CFR Emergency Management Assistance

Sec. 5-3-4 - Policy and purpose.

Because of the existing and ever present possibility of the occurrence of disasters of significant size and large scale destructiveness and in order to insure that preparations of this community will be adequate to deal with such emergencies/disasters, and to provide for the general welfare, health and safety, and to preserve the lives and property of the people of this community, it is hereby found and declared to be necessary:

- (1) To establish ~~a division~~ a City office of emergency management;
- (2) To recognize the responsibilities of local government and the emergency powers conferred upon the local governing body by the North Carolina General Statutes;
- (3) To provide for the exchange of mutual aid among neighboring cities and counties; and
- (4) To recognize the importance or coordinating to the maximum extent all emergency management functions of this community with comparable functions of the county, state and federal governments, including their various departments and agencies, and of other localities as well as private agencies of every type, to the end that the most effective preparation and use may be made of all available resources for dealing with any disasters that may occur.

Sec. 5-3-5 – State of Emergency Declaration; curfew authorized

- (a) A state of emergency shall be deemed to exist whenever, during times of great public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives or property.
- (b) In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the City of High Point, or threatening damage to or destruction of property, the mayor, or mayor pro tempore in the Mayor's absence, is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order to more effectively protect the lives and property of people within the city, to place in effect any or all of the restrictions ~~hereinafter~~ authorized herein and to take any action deemed necessary in accordance with the authorities cited above in Section 5-3-3, including the authority to define and impose a curfew.
- (c) The mayor/mayor pro tempore is hereby authorized and empowered to limit by declaration ~~proclamation the application of all or~~ any part of such restrictions to any area specifically designated or described within the corporate limits of the city and to specific hours of the day or night; and to exempt from all or any part of such restrictions law enforcement officers, firemen and other public employees; doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel whether state or federal; on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of the people within the city.
- (d) The mayor/mayor pro tempore shall proclaim the end of such state of emergency or all or any part of the restrictions imposed as soon as circumstances warrant or when directed to do so by the city council.
- (e) During the existence of a proclaimed state of emergency, the mayor/mayor pro tempore may impose by ~~proclamation~~ declaration any or all of the following restrictions:
 - (1) Prohibit or regulate the possession, transportation, sale, purchase, storage and use of gasoline and dangerous weapons and

- substances, and gasoline except lawfully possessed firearms (handguns, rifles, and shotguns) and ammunition;
- (2) Prohibit or regulate the buying or selling of beer, wine, or intoxicating beverages of any kind, and their possession or consumption off one's own premises;
- (3) Prohibit or regulate any demonstration, parade march, vigil, or participation therein from taking place on any of the public ways or upon any public property;
- (4) Prohibit or regulate the sale of gasoline, kerosene, naphtha, or any other explosive or inflammable fluids or substances;
- (5) Prohibit or regulate travel upon any public street, alley, or roadway or upon any other public property, except by those in search of medical assistance, food, or other commodity or service necessary to sustain the well-being of themselves or their families or some member thereof.
- (6) Prohibit or regulate the participation in or carrying on of any business activity, and prohibit or regulate the keeping open of places of business, places of entertainment, and any other places of public assembly.
- (f) Any declaration~~proclamation~~ may be extended, altered, or repealed in any particular manner during the continued or threatened existence of a state of emergency by the issuance of a subsequent declaration~~proclamation~~ and the-.
- (g) During the existence of a ~~proclaimed~~ declared state of emergency, it shall be unlawful for any person to violate any provision of any restriction imposed by any ~~prdeclaroelama~~ation authorized by this ordinance.
- (h) The sections, paragraphs, sentences, clauses, words and phrases of this ordinance are severable, and, if any word, phrase, section, paragraph, sentence, or clause shall be declared unconstitutional or invalid by any valid judgment or decree or any court of competent jurisdiction, the constitutionality or invalidity shall not affect any of the remaining phrases, words, clauses, sentences, paragraphs, or sections of this ordinance.
- (i) The violation of any provision of this ordinance, or of any provision of any restriction imposed by any ~~pdeclaroelama~~ation authorized by this ordinance, shall constitute a misdemeanor, punishable upon conviction by a fine not exceeding \$50.00 or imprisonment not exceeding 30 days, as provided by G.S. § 14-4 and also be punishable as set forth in N.C.G.S. §166A.

Sec. 5-3-6 - Organization.

There is hereby established ~~an~~ a City office of emergency management (COEM) with a coordinator as the office head. The coordinator will be responsible to and supervised by the chief of the High Point Fire Department. The coordinator, as head of the office, shall be responsible and accountable for the emergency planning, administration, budgeting, organization and operation of emergency management functions of the community before, during and after disasters. The coordinator shall act as the local government's coordinator with the emergency management representatives of other counties and/or cities as well as those of state and federal governments.

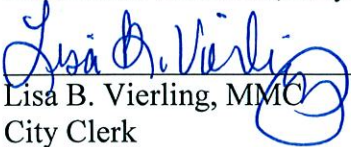
TITLE 10 – TRANSPORTATION AND TRAFFIC – CHAPTER 1 – TRAFFIC REGULATIONS- ARTICLE R Section 10-1-305 is hereby rescinded in whole.

This ordinance is effective upon adoption.

Adopted by City Council,
this the 1st day of October 2012.



Rebecca R. Smothers, Mayor


Lisa B. Vierling, MMC
City Clerk



**FINANCE COMMITTEE
SEPTEMBER 17, 2012 – 4:00 P.M.
CITY MANAGER’S CONFERENCE ROOM**

MINUTES

PRESENT:

Chairman Alexander, Committee Members Whitley, Smothers, Corey

OTHERS PRESENT:

Council Members Henley, Sims, Pugh, and Douglas

STAFF PRESENT:

Strib Boynton, City Manager; Pat Pate, Assistant City Manager; Randy McCaslin, Assistant City Manager; Lisa Vierling, City Clerk; Jeff Moore, Finance Director; Chris Thompson, Director of Public Services; Richard McMillan, Assistant Director of Public Services; Garey Smith, Director of Fleet Maintenance; Allen Oliver, Director of Parks & Recreation, Mark McDonald, Director of Transportation; Fire Chief McIntyre; Police Chief Sumner; Keith Pugh, Director of Engineering; Ritchie Tuttle, Right of Way Agent; Jerron Hollis, Public Information Officer; JoAnne Carlyle, City Attorney; Dawn Sparks, Deputy City Clerk

MEDIA PRESENT

Paul Clark, *Rhinoceros Times*

Pat Kimbrough, *High Point Enterprise*

120233 Contract - Bid No. 57 - Model Farm Road Bridge Replacement

Approval of contract awarding Bid No. 57 for the design contract for the engineering design of the Model Farm Road Bridge Replacement. Purchasing and the Public Services Department recommends that contract be awarded to Wetherill Engineering in the amount of \$134,882.12 which is the lowest responsible and responsive bidder meeting specifications.

Richard McMillan advised that after months of working with DOT the consultant they have finally reached point where they are satisfied with fee. The plan is to move forward with the engineering only. Time table for the bridge to be replaced is a year from now. Traffic will be handled by a simple detour.

A motion was made by Mayor Smothers, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120234 Contract - Piedmont Truck Center - New Truck with Hooklift System

Council is requested to award contract for the purchase of a 2012 Ford F750 truck with a hooklift system. Purchasing and the Fleet Services department recommends that contract be awarded to Piedmont Truck Center in the amount of \$108,194 which is the lowest responsible and responsive bidder meeting specifications.

Garey Smith explained the "hooklift system". This type of a system will allow the city to purchase just the truck bodies that can be hooked to a truck frame. As a particular body is needed it will hook to the truck frame. Mr. Smith stated that this will reduce the number of vehicles in the fleet and reduce costs. Council Member Sims asked if the replacement system for the vehicles would be quicker than normal. Mr. Smith stated that it would, the vehicles would have a life span of ten to twelve years.

A motion was made by Mayor Smothers, seconded by Council Member Whitley, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120235 Contract - Lenco Armored Vehicles - Armored Rescue/Response Vehicle

Council is requested to award contract for the purchase of a Lenco BearCat Armored Rescue/Response Vehicle for use by the Police Department. Purchasing and the Police Department recommends that contract be awarded to Lenco Armored Vehicles in the amount of \$241,865.00 which is the lowest responsible and responsive bidder meeting specifications.

Police Chief Sumner advised that they are using seized funds for the purchase of this vehicle. The funds specifically have to be used for law enforcement training or equipment and cannot be used to add personnel or supplement salaries. This vehicle will be replacing a 1981 vehicle. This vehicle is used on an average of once a month and needed when the police are dealing with situations that involve hostages, barricades, and high risk warrant service. The old vehicle will be sold at auction.

A motion was made by Mayor Smothers, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120236 Contract - RoviSys - Seaboard Group

Council is requested to authorize the Mayor to execute a contract with RoviSys in the amount of \$108,310.00 for remediation work at the former Seaboard site and old Riverdale Road landfill.

Chris Thompson explained that this software is needed to run automated controls for both the mechanical and natural remediation systems installed at the site. The previous contractor, Purifics did not complete programming of system and the City may be in litigation with what they have not completed. RoviSys is asking for an indemnity clause from the City to continue the work Purifics did not complete. City Attorney JoAnne Carlyle explained that there are some limitations on the indemnification that limits it to the extent allowed by law, which the Constitution of North Carolina does not allow municipal governments to indemnify. The City is also accountable to state, which has not been met, because we were having no progress with Purifics.

Strib Boynton felt it is a reasonable thing to do and hates to see the City not do it because he felt it would increase the City's liability.

City Attorney JoAnne Carlyle stated that there is potential threat for litigation between Purifics and Seaboard. The City has already has a counterclaim that will be adjudicated if a law suit is brought forward. Ms. Carlyle stated that the City is covered as much as we can be covered.

A motion was made by Council Member Whitley, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120254

Contract - Sidewalk & Intersection Contract

Council is requested to award contract for Sidewalk and Intersection Improvements to Yates Construction Company in the amount of \$770,613.40 which is the lowest responsible and responsive bid meeting specifications.

Keith Pugh advised this is to construct several long segments of sidewalk along Westchester, Burton, and Phillips Ave., including two intersections. Mayor Smothers had a concern regarding the hill on the east side of the road where the sidewalk will run. Mark McDonald stated that the sidewalk will come down Westchester on the east side down to the intersection at Phillips and make the turn along the south side of Phillips.

Council Member Henley asked if these improvements were the highest priority for the city. Mark McDonald advised that it was not the highest but it does rank as one of the high priorities.

Council Member Douglas asked for explanation of the 100% extension clause of the contract. Keith Pugh stated that there is a provision in the majority of construction contracts to allow the City to extend the contracts up to 100% of the original contract value, so if they have additional projects that need to be built that become available during the life of the contract they can come back to council and add those by a contract extension.

Council Member Sims asked what is proposed to be done at West Rotary and Phillips. Mark McDonald stated that one side of Phillips is very wide, the other is very narrow, and they plan to run a long taper so that transition is smooth through the intersection.

A motion was made by Council Member Corey, seconded by Council Member Whitley, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120237 Resolution - Condemnation Proceedings - 2726 NC 68 South - Penny Road Transmission Line Project

Council is requested to authorize the City Attorney's office to proceed with condemnations proceedings on property located at 2726 NC 68 South belonging to the HH Jordan Revocable Trust. This property is needed for the Penny Road transmission line project.

Ritchie Tuttle advised that this is the last parcel along Penny Road needed for the new substation. The title to the property is fairly complicated because there are two estates involved.

A motion was made by Council Member Corey, seconded by Council Member Whitley, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120250 Support of Carolina Field of Honor

City of High Point supporting the Carolina Field of Honor project being planned for Triad Park on a per-capita basis. The City of High Point's share of the \$250,000 will be \$43,231.00.

Previously there have been discussions in working with Greensboro and Winston-Salem on a pro rated basis for providing support to the Field of Honor, as well as spreading the support out over some period of time. This action is for Council to authorize the coordination with Greensboro and Winston-Salem while private dollars are being raised. Strib Boynton suggested that Council authorize him to negotiate this over two or three years which is currently what Greensboro and Winston are doing.

A motion was made by Council Member Whitley, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120252 Ordinance - Budget Amendment - Support of Carolina Field of Honor Project

Council is requested to adopt a Budget Ordinance amending the 2012-2013 Budget Ordinance to appropriate funds in the amount of \$43,231.00 in support of the Carolina Field of Honor project.

Strib Boynton recommend this item be skipped for now until he has the deal for the support, and then this will come back to Council later as a budget amendment.

OTHER ITEMS:**Shadybrook Property Appraisal**

Council Member Alexander stated that he will bring forward a motion to suspend the rules for consideration of acquiring an appraisal for the Shadybrook Property. Mayor Smothers stated that she had received a call from a private citizen who was interested in providing dollars for this, and she suggested that he contact the school board since they were the ones that wanted another appraisal. Council Member Alexander stated that a citizen informed he that they would be willing to assist the City in this, but he felt they were looking for us to take the lead on it.

Pat Pate advised that the City has a 2006 Shared Use Agreement that is a ten year agreement with the school system. That was done to trade properties. The property Miracle Field, soccer fields and athletic fields was part of that parcel that the City took, and the school system took the part that the City actually purchased along Shadybrook and School Park Road at that intersection. We traded those properties so that the city built all the athletic complex amenities that would be required, except for a softball field for a middle school. The school system reserved enough land to put a middle school on. The agreement states that nothing else would go on that property except for a middle school or an athletic facilities during the term of the contract. There is also an agreement to waive a \$50,000 yearly fee that the City was charging Guilford County Schools for the use of the athletic complex.

In 2004 the middle school property was assessed at \$25,000 an acre. In 2012 it was assessed by the county at \$30,000 an acre, and Guilford County Schools had an independent appraisal done saying it is worth \$40,000 an acre and it is multi-family. Other properties in the area that are comparable were appraising from \$10,000 an acre to \$15,000 an acre.

Council Member Henley requested that they ask for a re-appraisal that takes into consideration the Shared Use Agreement. Pat Pate stated that they have been telling Guilford County that the appraisal was wrong, they have that information but they have chosen to not seek a change in their appraised value.

It would cost the City \$3,000 to get a new appraisal of the school property. Guilford County has requested that the City get an alternate appraisal. The city has talked to several appraisers and believe we have one that would be good.

This was presented to the school staff, who gave it to their board. This shows an additional multi-purpose field and park, which is the design concept that the City wants to go with. Their staff was actually in agreement with the City that this was a good concept. If the City were to get the property we are looking at doing something along this line, which is probably a \$1.4 million project.

There being no further business to come before Council, the meeting adjourned at 4:43 p.m.

Respectfully Submitted,

Dawn J. Sparks, CMC
Deputy City Clerk

Latimer Alexander, Chairman



September 19, 2012

To: Pat Pate

From: Detective Rick Johnson, High Point Police Department

RE: October 1, 2012 Agenda Item
Emergency Management Ordinance

Staff is recommending that an Emergency Management Ordinance be considered for adoption as well as the Resolution for the City Emergency Operations Plan.

The Ordinance will establish a City office of Emergency Management which will be the coordinating agency for all activity regarding emergency preparedness, and will insure the complete and efficient utilization of all the community's resources to mitigate against, plan/prepare for, respond to and recover from natural or man-made emergencies or disasters.

I will be present at the October 1 meeting to answer any questions.

**AN ORDINANCE AMENDING TITLE 5 “PUBLIC SAFETY”, CHAPTER 3
“EMERGENCY MANAGEMENT” OF THE ORDINANCES
OF THE CITY OF HIGH POINT**

UNDER THE AUTHORITY OF N.C.G.S. CHAPTER 14 ~~ARTICLE 36A~~, N.C.G.S. CHAPTER 166A, ~~42 U.S.C. 5121 – 5206 AND TITLE 44 CFR EMERGENCY MANAGEMENT ASSISTANCE~~, THE CITY COUNCIL OF THE CITY OF HIGH POINT DOES ENACT AND ORDAIN THAT:

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Sec. 5-3-1 – Short title.

This chapter shall be known and may be cited and referred to as the “Emergency Management Ordinance of the City of High Point.

Sec. 5-3-2 - Intent.

- (a) It is the intent of this chapter to establish a City Office of Emergency Management (“COEM”) that will insure the complete and efficient utilization of all of the community's resources to mitigate against, plan/prepare for, respond to and recover from natural or man-made emergencies or disasters.
- (b) The COEM will be the coordinating agency for all activity in connection with the community's emergency preparedness. The coordinator of the COEM, as a staff official, will advise and provide recommendations to the city manager and the city council as to actions to be taken in responding to and recovering from the disaster situation.
- (c) This chapter will not relieve any government department of its responsibilities or authority nor will it adversely affect the work of any volunteer agency organized for relief in emergencies.

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Sec. 5-3-3 - Authority and references.

This chapter is enacted under the authority of the following:

- (1) North Carolina General Statute Chapter 166A, (as amended),
- (2) North Carolina General Statutes Article 36A, Chapter 14, (as amended)
- (3) Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 (as amended) 42 U.S.C. 5121-5206, Title 44 CFR Emergency Management Assistance

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Sec. 5-3-4 - Policy and purpose.

Because of the existing and ever present possibility of the occurrence of disasters of significant size and large scale destructiveness and in order to insure that preparations of this community will be adequate to deal with such emergencies/disasters, and to provide for the general welfare, health and safety, and to preserve the lives and property of the people of this community, it is hereby found and declared to be necessary:

- (1) To establish a City office of emergency management;
- (2) To recognize the responsibilities of local government and the emergency powers conferred upon the local governing body by the North Carolina General Statutes;
- (3) To provide for the exchange of mutual aid among neighboring cities and counties; and
- (4) To recognize the importance or coordinating to the maximum extent all emergency management functions of this community with comparable functions of the county, state and federal governments, including their various departments and agencies, and of other localities as well as private agencies of every type, to the end that the most effective preparation and use may be made of all available resources for dealing with any disasters that may occur.

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Sec. 5-3-5 – State of Emergency Declaration; curfew authorized

- (a). A state of emergency shall be deemed to exist whenever, during times of great public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives or property.
- (b). In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the City of High Point, or threatening damage to or destruction of property, the mayor, or mayor pro tempore in the Mayor's absence, is hereby authorized and empowered to issue a public proclamation declaring to all persons the

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existence of such a state of emergency, and, in order to more effectively protect the lives and property of people within the city, to place in effect any or all of the restrictions authorized herein and to take any action deemed necessary in accordance with the authorities cited above in Section 5-3-3, including the authority to define and impose a curfew.

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(c) The mayor/mayor pro tempore is hereby authorized and empowered to limit by declaration any part of such restrictions to any area specifically designated or described within the corporate limits of the city and to specific hours of the day or night; and to exempt from all or any part of such restrictions law enforcement officers, firemen and other public employees; doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel whether state or federal; on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of the people within the city.

(d) The mayor/mayor pro tempore shall proclaim the end of such state of emergency or all or any part of the restrictions imposed as soon as circumstances warrant or when directed to do so by the city council.

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(e) During the existence of a proclaimed state of emergency, the mayor/mayor pro tempore may impose by declaration any or all of the following restrictions:

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(1) Prohibit or regulate the possession off one's own premises of explosives, firearms, ammunition, or dangerous weapons of any kind, and prohibit the purchase, sale, transfer or other disposition thereof;

(2) Prohibit or regulate the buying or selling of beer, wine, or intoxicating beverages of any kind, and their possession or consumption off one's own premises;

(3) Prohibit or regulate any demonstration, parade march, vigil, or participation therein from taking place on any of the public ways or upon any public property;

(4) Prohibit or regulate the sale of gasoline, kerosene, naphtha, or any other explosive or inflammable fluids or substances;

(5) Prohibit or regulate travel upon any public street, alley, or roadway or upon any other public property, except by those in search of medical assistance, food, or other commodity or service necessary

to sustain the well-being of themselves or their families or some member thereof.

(6) Prohibit or regulate the participation in or carrying on of any business activity, and prohibit or regulate the keeping open of places of business, places of entertainment, and any other places of public assembly.

(f) Any declaration may be extended, altered, or repealed in any particular manner during the continued or threatened existence of a state of emergency by the issuance of a subsequent declaration and the

(g) During the existence of a declared state of emergency, it shall be unlawful for any person to violate any provision of any restriction imposed by any declaration authorized by this ordinance.

(h) The sections, paragraphs, sentences, clauses, words and phrases of this ordinance are severable, and, if any word, phrase, section, paragraph, sentence, or clause shall be declared unconstitutional or invalid by any valid judgment or decree or any court of competent jurisdiction, the constitutionality or invalidity shall not affect any of the remaining phrases, words, clauses, sentences, paragraphs, or sections of this ordinance.

(i) The violation of any provision of this ordinance, or of any provision of any restriction imposed by any declaration authorized by this ordinance, shall constitute a misdemeanor, punishable upon conviction by a fine not exceeding \$50.00 or imprisonment not exceeding 30 days, as provided by G.S. § 14-4 and also be punishable as set forth in N.C.G.S. §166A.

Sec. 5-3-6 - Organization.

There is hereby established a City office of emergency management (COEM) with a coordinator as the office head. The coordinator will be responsible to and supervised by the chief of the High Point Fire Department. The coordinator, as head of the office, shall be responsible and accountable for the emergency planning, administration, budgeting, organization and operation of emergency management functions of the community before, during and after disasters. The coordinator shall act as the local government's coordinator with the emergency management representatives of other counties and/or cities as well as those of state and federal governments.

TITLE 10 – TRANSPORTATION AND TRAFFIC – CHAPTER 1 – TRAFFIC REGULATIONS- ARTICLE R Section 10-1-305 is hereby rescinded in whole.

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This ordinance is effective upon adoption.

Adopted by City Council,
this the _____ day of _____ 2012.

Lisa B. Vierling, MMC
City Clerk

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A RESOLUTION TO ADOPT AND IMPLEMENT THE
HIGH POINT EMERGENCY OPERATIONS PLAN

WHEREAS, the City of High Point has identified natural and man-made hazards that have the potential to disrupt day-to-day activities and/or cause extensive property damage, personal injury, and/or casualties; and

WHEREAS, the North Carolina Emergency Management Act of 1977 as amended (N.C.G.S. 166A et. seq.) confers upon local governing boards powers to be exercised in providing for the protection of the lives and property of their citizens against both man-made and natural disasters/emergencies; and

WHEREAS, assistance from other jurisdictions, the state and/or federal government may be available under certain circumstances when emergency or disaster response and recovery operations exceed local government capabilities; and

WHEREAS, the North Carolina Emergency Management Act authorizes local municipalities to establish and maintain emergency management agencies in coordination with the county Emergency Management agency and the county Emergency Operations Plan and to make appropriations for the purposes of this Article; and

WHEREAS, the effective preparation of emergency situations requires extensive initial planning, continuing revision of plans, and assignment of emergency management function prior to the occurrence of an emergency and the training of personnel in order to ensure a seamless, effective application of governmental functions to emergency operations;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the High Point City Emergency Operations Plan is hereby approved; and

1. That the City of High Point Office of Emergency Management shall act as the designated coordinating agency to prepare for, respond to, recover from, and mitigate potential emergencies and disasters in High Point, under the general supervision of the City Manager.
2. That the City of High Point Office of Emergency Management is authorized to update and maintain the City Emergency Operations Plan in accordance with the county, state and federal guidance in coordination with the stakeholders of the plan.
3. That the City of High Point Office of Emergency Management (to include all identified stakeholders) will work towards accreditation under the Emergency Management Accreditation Program (EMAP).
4. That the City of High Point Office of Emergency Management will assist in coordinating disaster related training for all agencies and entities that have responsibilities under the City Emergency Operations Plan.
5. That all departments and agencies identified within the City Emergency Operations Plan work to ensure compliance with this document to include the provision of policies, procedures and/or guides to carry out their assigned responsibilities.

6. That all departments and agencies identified within the City Emergency Operations Plan ensure their organization's staff is trained to perform their assigned functions.

7. That all departments and agencies identified within the City Emergency Operations Plan ensure compliance with the National Incident Management System through training and policy implementation.

Adopted this _____ day of _____, 2012.

Lisa Vierling, MMC
City Clerk

COMMUNITY DEVELOPMENT & HOUSING

Michael E. McNair

DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING



MEMORANDUM

MEMORANDUM

TO: Randy McCaslin, Assistant City Manager

FROM: Michael McNair, Director, Community Development and Housing

DATE: September 24, 2012

SUBJECT: Unity Builders Inc. – CHDO contract

CD&H has reached an agreement with Unity Builders Inc. (Unity) to enhance the accessibility of affordable housing in the Southside community. The agreement calls for use of the city's HOME program funds to provide Unity a construction loan in the amount of \$377,400 to build and sell four Energy Star compliant homes. The homes will be offered on a lease-purchase basis to income eligible homebuyers who are receiving housing counseling and are expected to be sufficiently creditworthy to qualify for a privately financed mortgage within 12 months. The construction loan will be repaid at closing as the homebuyers receive permanent financing. The purchase prices of the homes are expected to range from \$104,000 to \$106,500. Homebuyers will also be eligible for down-payment assistance from the city and the NC Housing Finance Agency. This initiative will provide an additional means of helping responsible families purchase high quality affordable housing. We request Council's favorable consideration to approve the contract.

**CHDO AGREEMENT BETWEEN
CITY OF HIGH POINT, NORTH CAROLINA
AND
UNITY BUILDERS, INC.**

THIS AGREEMENT, made this the ___ day of October 2012 by the CITY OF HIGH POINT, NORTH CAROLINA (hereinafter called "CITY") located in Guilford County, and UNITY BUILDERS, INC. (hereinafter called "CHDO"), located at 1208 S Main Street - Suite #103, High Point, North Carolina in Guilford County, a non-profit corporation organized under the laws of the State of North Carolina, having its principal place of business in Guilford County, North Carolina.

WITNESSETH

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds reserved for the use of Community Housing Development Organizations (CHDO); and

WHEREAS, the UNITY BUILDERS, INC. has been certified as a CHDO by CITY, and has submitted a proposal for use of CHDO funds for a CHDO eligible project under the HOME Investment Partnerships Program (hereinafter referred to as "the HOME Program") regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. Regulations Governing Use of Funds

The funds to be made available to CHDO by CITY under this Agreement are derived from the HOME Program, which funds are made available to 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 CITY any and all information and reports as may be required by CITY in order that CITY can comply with applicable HOME Program regulations. Set out below are specific requirements imposed on CHDO by 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 CITY, CHDO agrees to take such additional actions and provide required information. This agreement is authorized pursuant to North Carolina General Statutes §§ 160A-500 et. seq.

- 1.1. Funds provided to CHDO are to be used exclusively for expenses incurred in the execution of the program proposed for CITY's 2012 – 2013 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. CHDO, in close coordination with CITY, shall perform all professional services necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement. 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, 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.

- 1.2. CITY will provide a construction loan to fund CHDO's project in an amount not to exceed in aggregate Three Hundred and Seventy-Seven Thousand and Four Hundred dollars (\$377,400.00) for the construction of four (4) lease-purchase properties houses on properties conveyed by CITY located at 810, 815, 817 and 818 Mobile Street in the Southside neighborhood. CHDO agrees to adhere to the declarations of deed restrictions for each property to ensure affordability. Appropriations shall be made for the fiscal year beginning July 1, 2012. The construction loan shall have an interest of zero percent and shall be repaid by CHDO upon the sale of the properties to income eligible homebuyers.
 - 1.2.1. All HOME funds are subject to repayment in the event Project Requirements are not met as outlined in this agreement.
 - 1.2.2. It is understood that upon the completion of the PROJECT, any HOME funds reserved but not expended under this agreement will revert to CITY.
- 1.3. CHDO shall submit invoices to CITY for review and approval. Payment of approved invoices shall be made by CITY.
- 1.4. 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 Three Hundred and Seventy-Seven Thousand and Four Hundred dollars (\$377,400.00) prior to or before June 30, 2013.
 - 1.4.1. With each application for a draw, CHDO shall provide 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. 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.

- 1.5 Additional units may be added to this contract upon agreement by CITY and CHDO.

2. Section 3 Clause

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.

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.

The CHDO's contractor is required to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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.

The CHDO's contractor 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The CHDO's contractor is required to certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 contractor's obligations under 24 CFR Part 135.

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.

3. 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.

4. 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.

5. Interest of Certain Federal Officials

No member of, or Delegate to, the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from same.

6. Interest of Members, Officers or Employees of CHDO, Members of Local Governing Body, or Other Public Officials

No member, officer or employee of CHDO, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public officials of such locality or localities who exercised any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work performed in connection with the program assisted under this agreement. 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.

7. 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.

8. Performance Report

CHDO shall provide 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:

- 8.1. Progress on planned activities to include amount of funds obligated and expended; and steps taken to carry out funded activity.
- 8.2. Assessment of the effectiveness of the funded activity.
- 8.3. Analysis of the persons actually benefited by the funded activity.

Said reports due dates are the fifteenth (15th) of the month covering the previous quarter's activities. It is anticipated that all work shall be completed by the end of the performance period of this Agreement.

CITY agrees to work with CHDO in designing the format of such report, if requested by CHDO.

9. 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 years with the following qualifications:

- 9.1. 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.
- 9.2. 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.

10. Program Income

Proceeds from the sale of real or personal property, either provided by 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. Net proceeds generated from the sale of these houses may be retained by the CHDO after repayment is made to CITY

11. Financial Management Standards

CHDO shall provide a financial management system that shall provide for the following:

- 11.1. 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.
- 11.2. 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.
- 11.3. 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 CITY.

- 11.4. Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement to CHDO by CITY whenever funds are advanced by the Federal Government. Whenever advances are made by a letter of credit method, CHDO shall assist CITY in making drawdowns from the U.S. Treasury as close as possible to the time of making the disbursements to CHDO.
- 11.5. Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of OMB Circular A-122.
- 11.6. Accounting records that are supported by source documentation.
- 11.7. 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.
- 11.8. Audits will be conducted annually unless CHDO is otherwise directed by CITY.
- 11.9. 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 CITY within a period not to exceed three months of receipt of audit findings and recommendations, or sooner if in the sole discretion of CITY circumstances so require. CHDO shall provide City with a copy of the management letter from its annual audit.

12. 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 CITY.

13. Cash Depositories

All funds advanced to CHDO by 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.

14. 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. If CHDO has not begun construction on properties conveyed by CITY at the end of this agreement, CHDO agrees to return those properties at CITY's discretion.

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.

14.1. Title to all personal property acquired with HOME Program Funds shall vest in CITY.

14.2. CHDO shall maintain property records of all property acquired with HOME Program Funds which shall be maintained accurately and shall include:

14.2.1.A description of the property.

14.2.2.Manufacturer's serial number, model number, federal stock number, national stock number or other identification number;

14.2.3.Acquisition date and cost;

14.2.4.Location, use and condition of the property and the date the information was reported;

14.2.5.Such records shall be retained for three years after final disposition of the property.

14.3. A physical inventory of all property acquired and held by CHDO with HOME Program Funds will be submitted to 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 CITY or utilizes personal property acquired with HOME Program Funds made available by CITY.

14.4. 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.

14.5. Adequate maintenance procedures shall be implemented to keep the property in good condition.

14.6. 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 no longer required by CHDO, or the useful life of which has expired, (that was acquired with HOME Program funds) shall be returned to 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 CITY with a complete inventory to be submitted upon the return of such property.

15. 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.

- 15.1. 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.
- 15.2. 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.

- 15.3. 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.
- 15.4. 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.
- 15.5. Procurement records or files for purchases in amounts in excess of \$5,000 shall provide at least the following pertinent information: Contractor selection and the basis for the cost.
- 15.6. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions, specifications of the contract or order, and to ensure adequate and timely follow-up of all purchases.
- 15.7. 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 contractors for such work to incorporate such requirements in all subcontracts for program work.

15.8. 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 contractor agrees as follows:

15.8.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The contractor 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 contractor 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.

15.8.2. The contractor will, in all solicitations for advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin, age, or handicap.

- 15.8.3. The contractor 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 contractor's commitment under this section and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 15.8.4. The contractor 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.
- 15.8.5. The contractor 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.
- 15.8.6. In the event of the contractor'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 contractor 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.
- 15.8.7. The contractor will include the portion of the sentence immediately preceding paragraph 17.8.1 and the provisions of paragraph 17.8.1 through 17.8.6 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 contractor 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 contractor 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 contractor may

request the United States to enter into such litigation to protect the interest of the United States."

- 15.9. 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 contractor or 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 CITY.
- 15.10. 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, contractors 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, contractors 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 CITY.
- 15.11. 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.
- 15.12. CITY shall approve CHDO'S proposed contracts and related procurement documents in the following circumstances:
 - 15.12.1. 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;
 - 15.12.2. The procurement expected to exceed \$5,000 specifies a "brand name" product;

15.12.3. The CHDO'S procurement procedures or operation fails to comply with one or more of the significant aspects of this paragraph.

15.13. 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 contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

15.14. 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 contractor.

15.15. 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.

16. Termination of Agreement

Each party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of termination. In the event of termination, CHDO agrees to refund to CITY all monies that were made available to CHDO under the provisions of this agreement which CHDO retains as of the effective date of termination. In addition, CHDO shall provide CITY with a financial accounting, as required by CITY, for all funds received by CHDO and on hand up to the date of termination. CHDO will also return all remaining properties conveyed by CITY.

17. Action of CITY in the Event of Breach of Contract

In the event that a review of the CHDO'S performance shows nonconformance with any of the terms or conditions contained herein, the CHDO may be in breach of this agreement and CITY may take corrective action as it deems necessary, including, but not limited to, withholding or reduction of any funds not yet paid to the CHDO. In addition, CITY shall be entitled to repayment of any funds previously paid to CHDO in accordance with the provisions of this agreement.

18. Indemnity

To the fullest extent permitted by law, CHDO shall indemnify, keep and save harmless CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of CITY, or otherwise, and to all property caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of this agreement by CHDO or by any person acting for CHDO or for whom CHDO is or is alleged to be in any way responsible, whether such claim may be based upon an act or omission in contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CHDO, its agents, servants and employees or otherwise. The provisions of the preceding sentence shall include any claims for equitable relief or for damages (compensatory or punitive) against CITY including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses including expenses incurred by CITY, its agents, servants and employees in connection with investigating any claim or defending any action, and including reasonable attorneys' fees by reason of the assertion of any such claim against CITY, its agents, servants, or employees. CHDO expressly understands and agrees that the performance bond or insurance protection required by this Agreement, or otherwise provided by CHDO, shall in no way limit the responsibility to indemnify, keep and save harmless and defend CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

19. Assignment of this Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable or assignable by either party without the written consent of the other party to this agreement.

20. Non-Waiver of Rights

It is agreed that CITY's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

21. Modification

This agreement may be modified at any time as agreed by the parties hereto; however, no modification shall be effective until such is incorporated in written amendments to this agreement signed by the parties hereto.

22. Personnel

It is mutually agreed that the CHDO is an independent contractor and not an agent of CITY, and as such CHDO, its agents, servants and employees shall not be entitled to any CITY employment benefits, such as but not limited to, vacation, sick leave, insurance, worker's compensation, or pension and retirement benefits.

23. Conflict of Interest

No paid employee of CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

Additionally, CHDO warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. CHDO further warrants and covenants that in the performance of this contract, no person having such interest shall be employed. HOME conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of CHDO may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by CHDO, or the proceeds there under; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by CHDO, including:

- Occupancy of a rental housing unit in a HOME-assisted rental project;
- Receipt of HOME tenant-based rental assistance;
- Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
- Receipt of HOME homebuyer acquisition assistance; or
- Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of CHDO who occupies a HOME assisted unit as the on-site project manager or maintenance worker. In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the Participating Jurisdiction shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program. Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by CHDO in writing to the Participating Jurisdiction. CHDO must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The Jurisdiction may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as they apply.

24. Subcontracts

CHDO shall utilize no subrecipients to carry out the services to be performed under this Agreement without the written approval of CITY.

25. Entire Agreement

The Agreement constitutes the entire understanding of the parties.

26. Binding Effect

This Agreement shall be binding upon the heirs, successors and assigns of the parties (unless the Agreement prohibits assignment).

27. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

28. 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.

29. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

30. 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 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 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 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 CITY and which are deemed necessary by the funding agency and/or CITY to insure that the program with respect to which assistance is being provided under this agreement is carried out in accordance with 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, CITY is dependent upon these outside agencies for the funds. Upon CITY's failure or refusal to continue or complete such agreement, 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.

31. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

32. Religious Organizations

In accordance with the First Amendment of the United States Constitution HOME Program funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. The following restrictions and limitations therefore apply to the use of HOME Program funds.

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME program in accordance with the requirements of this section. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

33. Grantor Recognition

The CHDO shall ensure recognition of the role of 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.

34. EXCLUSIONS FROM THE CONTRACT

The CHDO is responsible for professional liability and workers' compensation. The CITY of High Point is excluded from any claims of bodily injury, property damage, or personal injury and held harmless for any financial losses, negligent acts, errors or omissions that may arise in connection with this contract.

35. 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 attorneys 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.

36. 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.

37. 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.)

38. 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.

39. HOME Program Recapture Provisions

In accordance with the applicable homebuyer recapture/resale provision outlined in 24 CFR Part 92.254(a)(5), CITY will apply the following recapture provisions

for HOME-assistance used to provide direct subsidies to income eligible homebuyers.

Under the recapture option, the period of affordability will be based upon the direct HOME subsidy to the homebuyer. The direct subsidy to the homebuyer is the amount of HOME assistance that enabled the homebuyer to buy the unit. The direct subsidy includes down payment, closing cost, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. Any recapture of HOME funds will be conducted in accordance with HUD regulations and CITY's HOME recapture provisions.

CITY will require the recapture of the direct HOME subsidy from net proceeds when there is a voluntary or involuntary sale of the property during the affordability period. Net proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage, sales commission, the original homebuyer's down-payment and the cost of any property improvements made by the original homebuyer. To the extent that net proceeds are available at closing, all or a portion of the HOME funds provided to the homebuyer are due and payable. In the event of foreclosure, the Lender may not require the Borrower to repay an amount greater than the net proceeds available after the foreclosure sale.

A declaration of deed restriction will be executed indicating the entire amount of the loan that shall be due and payable, if the homebuyer does not continue to occupy the property as their principal residence for the duration of the period of affordability ('recapture provision"). During the period of affordability, the homebuyer shall not be permitted to refinance the property without the approval of CITY. The recapture provision shall be revoked if an ownership interest is terminated during the period of affordability by foreclosure, transfer in lieu of foreclosure, or assignment of a FHA-insured mortgage to HUD. If the owner thereafter obtained a redemptive interest in the property, the original affordability period resumes and continues until its term expires. The amount due to CITY may also be forgiven to the extent allowed in the HOME regulations. The recapture provision ensures that each housing unit will remain affordable for a period of time determined by the schedule below, established in accordance with 24 CFR 92.254 (a) (4). The period of affordability is presented in the table below:

Minimum period of Homeownership assistance	
HOME amount per-unit affordability in years	
<u>Assistance Amount</u>	<u>Period of Affordability</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

During the period of affordability, a homebuyer will not be permitted to refinance the property without the approval of CITY. Generally, subordination will be discouraged unless the primary purpose of the loan is for housing repairs or bill consolidation.

CHDO will ensure prospective homebuyers understand these requirements during the home buying process.

40. **Home Program Resale Provisions**

If HOME program resale provisions are triggered, CITY will apply HOME the resale provisions outlined in 24 CFR Part 92.254(a)(5)(i) to administer its eligible HOME-funded CHDO activities for the development of affordable newly constructed single family homes and/or to acquire and rehabilitate existing homes to sale to income eligible homebuyers. As with recapture, the period of affordability will be based on the total amount of HOME funds invested in the housing to include any HOME program income used to assist in the project. HOME funds provided for these activities are solely for the development of the houses only, will not be used for the purpose of lowering the purchase price from fair market value to an affordable price, and no down payment assistance is provided; unless directly applied for from the homebuyer subsequent to the development of the house by the CHDO of which a direct HOME subsidy would then be provided to the respective homebuyer and the recapture provisions will be adopted for the full amount of the HOME subsidy only provided to the homebuyer. The enforcement mechanism for recapture provisions will be a lien on the property.

Resale is triggered in the event that the house is sold or occupied by other than the new purchaser during the period of affordability. Non-compliance with the residency requirement will require the immediate payback of HOME funds invested into the property unless the house is sold. Upon a resale, if new HOME funds are provided to the subsequent buyer the Period of Affordability will be based upon HOME regulations. Pre-payment of the HOME Investment loan does not terminate the period of affordability. The owner will be required to complete the period of affordability as their principal residence. The exception to this is the sale of the residence or foreclosure. Enforcement of CITY's HOME program resale provisions ensure that:

- The property is sold to another low-income homebuyer who will use the property as his or her principal residence and enforcing the deed restrictions which shall also be recorded with the secured deeds of trust during the subsequent homebuyer's close on the property;
- The original homebuyer receives a fair return on investment to include the homebuyer's down payment plus capital improvements made to the house;
- The property is sold at a price that remains affordable to a reasonable range of low-income homebuyers by targeting low-income potential homebuyers who have received HUD certified homebuyer education training and/or

homebuyers that are program qualified to purchase an affordable home by CITY's certified CHDOs that average between 60% and 80% our area's median income, as well as in predominantly low-income or census tract identified neighborhoods where most of CITY's affordable homes have been developed and are located that already have a pool of income-eligible homebuyers who also average between 60% and 80% our area's income median;

- The new homebuyer must be low or moderate income, meeting the HOME Program definition, and occupy the property as the family's principal residence during the entire period of affordability.
- A Deed Restriction running with the land and Promissory Note must be executed and recorded. It must include the number of years for Period of Affordability, the amount of HOME subsidy it used for the Homebuyer, the terms of occupancy required as their principal residence, and the restriction of the property's sale to only HOME income-eligible buyers during the Period of Affordability.

A capital improvement list shall be included with the up-front agreement. Prior to any capital improvements being made during the Period of Affordability, the owner shall submit plans and specifications for approval as a capital cost. Capital improvements made without approval will not be credited within the Fair Return calculation. Affordable homes developed by CITY's certified CHDOs shall have an initial purchase price that does not exceed 95 percent of the median purchase price for CITY of High Point's metropolitan area in accordance to the Fair Housing Act (FHA), be the principal place of residency for a low to moderate income eligible homebuyer, and shall be subjected to HUD's resale provisions if the original homebuyer sells the property or makes any transfer of title, either voluntary or involuntary, during the established HOME period of affordability.

CITY shall identify and calculate a fair return on investment to be the total amount of any down payment assistance contributed by the homebuyer (initial investment) on a purchased HOME-funded housing unit plus the value of any home improvements determined to be considered a capital improvement plus a fair return on both the initial investment plus home improvements using the average change in the Consumer Price Index (CPI) over the period of ownership as its standard index for fair return on investment.

41. Reversion Of Assets

Upon expiration or termination of this contract, CHDO shall transfer to CITY any HOME funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HOME funds. Any property under CHDO's control that was conveyed by CITY to CHDO that violate this agreement must either at CITY's option,

- Be used to meet one of the HOME program national objectives after expiration of the contract for a period of time determined appropriate by CITY;
- Be disposed of in a manner that results in CITY being reimbursed in the amount of current fair market value of the property less any portion of the value attributable to the expenditure of non-HOME funds; or
- Transfer control of the assets to CITY.

CHDO agrees to abide by the covenants and restrictions pursuant to the conveyance documents of properties conveyed by CITY.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract be duly executed by their authorized agents.

COMMUNITY DEVELOPMENT & HOUSING DEPARTMENT

BY: _____

Michael E. McNair, Director

CITY OF HIGH POINT MUNICIPAL GOVERNMENT

***This instrument has been pre-audited in
the manner required by the local
government budget and fiscal
control act.***

BY:

Jeffrey A. Moore, Finance Director

APPROVED AS TO FORM:

BY:

JoAnne L. Carlyle, Asst. City Attorney

By:

Strib Boynton, City Manager

ATTEST:

BY: _____
Lisa B. Vierling, City Clerk

CHDO: UNITY BUILDERS, INC.

By: _____
Terry Young, Executive Director

ATTEST:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20__.

By: _____
Corporate Secretary (Signature)

STATE OF _____
COUNTY OF _____

I _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ 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 Secretary.

Witness my hand and official seal, this the _____ day of _____, 20__.

(Notary Public)

My commission expires: _____ (SEAL STAMP)

ATTACHMENT “A”: SCOPE OF WORK

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 lease-purchasing homes to be constructed in the Southside community. CHDO understands that CITY desires repayment of its construction loan as soon as is practical. To that end, CHDO will identify potential homebuyers who are receiving housing counseling and are projected to be creditworthy within twelve (12) months. Potential candidates for lease purchase will be approved by CITY.

D. PRIMARY OBJECTIVE

The Primary Objective of this Agreement is to provide a construction loan assist CHDO in the construction of affordable lease-purchase properties in the Southside community. The CHDO shall construct at least four (4) Energy Star compliant affordable houses for lease-purchase not to exceed the 95% of the area median sales price as established by HUD for the respective year on lots in core city approved by the CITY. According to HUD, the maximum purchase price for HOME program assisted homeownership housing in High Point for 2012 is \$139,650.00. The CHDO agrees to sell developed properties to first-time low to moderate-income homebuyers as defined by HUD. The CHDO agrees to provide the City with purchase contracts, Good Faith Estimates, and adequate income documentation to enable the City to determine that buyers meet City and HUD qualification guidelines. The CHDO also agrees to provide the City with copies of final appraisals of properties prior to the closing. The CHDO understands that it may not sell properties for more than the appraised values. The CHDO further understands that buyers must be obligated for any difference between the appraised value and a lesser selling price.

The CHDO shall find interested low/moderate income buyers who are interested in owning their own homes; assist them in qualifying for financing with which to purchase

the property with a fully constructed home. The CHDO will also conduct homebuyer education workshops for low to moderate-income buyers.

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

E. BUDGET AND USE OF FUNDS: \$377,400

The CHDO HOME allocation in the amount of \$377,400 can only be used to reimburse the CHDO for the payment of such reasonable and normal housing development costs and first-time homebuyer assistance such as:

Hard Costs:

- Land acquisition directly related to producing units
- Building materials and labor
- Site preparation and improvements
- Demolition of structures
- Water and sewer taps

Soft Costs:

- Construction loan fees and interest
- Professional fees
- Gap financing.

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

CHDO shall construct at least four (4) Energy Star compliant houses in the Southside community. The addresses for new construction under this contract are: 810 Mobile Street, 815 Mobile Street, 817 Mobile Street and 818 Mobile Street.

CHDO may request reimbursement for costs to process and settle the financing for the project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders or CHDOs fees; and, staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners and homebuyers.

Supporting documentation must accompany all requests for reimbursement, i.e. copies of paid invoices, contracts, scope of services, etc. Needed materials will be supplied by the CHDO.

The CHDO may be reimbursed for related soft costs which are reasonable and necessary costs incurred by the CHDO and associated with the financing, or

development (or both) of new construction or acquisition of housing assisted with HOME funds. These costs include, but are not limited to:

1. Architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups.
2. Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders or developer's fees.
3. Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting potential owners, and homebuyers, e.g., housing counseling, may be charged to project costs only if the project is funded and the individual becomes the owner or tenant of the HOME-assisted project.

F. 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 Clarke 1
- The Fisher 1
- The Four Square 1
- The Foxgate 1

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.

G. Lease Purchase of Properties

If the property is sold through a lease-purchase agreement, CHDO will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B. 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.

**ATTACHMENT "B" QUALIFICATION AS AFFORDABLE HOUSING:
HOMEOWNERSHIP (Excerpt from 24 CFR 92.254)**

- (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 (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot).
- (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.
- (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.
- (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.

Minimum period of Homeownership assistance HOME amount per-unit affordability in years	
<u>Assistance Amount</u>	<u>Period of Affordability</u>
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- (5) Resale and recapture. To ensure affordability, the participating jurisdiction must impose either resale or recapture requirements, at its option. 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.
- (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 its 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 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 a 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.

- (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.

- (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:
- (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. 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 and at the time the housing is transferred if more than six months have elapsed since the participating jurisdiction determined that the family was income eligible. 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.
 - (a) 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.
 - (b) Ownership interest. The ownership in the housing assisted under this section must meet the definition of "homeownership" in § 92.2.
 - (c) 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.

ATTACHMENT "C" Definitions

For the purpose of this agreement, the following terms shall be defined to wit:

- a) Action Plan – The one-year portion of the Consolidated Plan that serves as the annual application for HOME funds.
- b) Affordability – The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e. homeownership or rental housing).
- c) Annual Income – The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040. CITY may approve the use any of the applicable definitions, but, once established for the program or activity, only that one definition may be utilized for all clients under that program/activity.
- d) Area Median Income (AMI) –The median income of the region, established by HUD, which is adjusted for family size and used to determine the maximum income for households targeted in assisted projects.
- e) Commitment –
 - i) The PJ has executed a legally binding agreement with a recipient, sub-recipient, or contractor to use a specific amount of HOME funds for an eligible project or program; or
 - ii) Has executed a written agreement reserving a specific amount of funds for a CHDO.
- f) Consolidated Plan – A plan prepared in accordance with the requirements set forth in 24 CFR Part 91 that describes community needs, resources, priorities and proposed activities to be undertaken utilizing certain HUD programs, including HOME.
- g) Community Housing Development Organization (CHDO) – A private, nonprofit organization that meets certification requirements established under the HOME regulations at 24 CFR Part 92.2, and is not under the direction of an entity seeking to derive profit from the CHDO's activities nor created by a for-profit entity whose primary purpose is the development or management of housing. A participating jurisdiction must set-aside at least 15 percent of its annual allocation for award to a CHDO eligible project(s).
- h) Community Housing Development Organization (CHDO) Eligible Project – Each year 15 percent of the HOME grant must be set-aside for award to a project in which a certified CHDO is the developer, owner or sponsor as established in 92.300. If the CHDO owns the project in partnership, it must be the managing general partner with effective control.
- i) Draw – The request and receipt of funds by the funded entity from CITY or CITY from a federal or state funder from an established line of credit.
- j) Extremely Low-Income Families – Families whose annual incomes do not exceed 30 percent of the median income for the area (adjusted for family size).
- k) Fair Market Rent (FMR) – Published by HUD, the FMR for an area is the amount that would be needed to pay the gross rent (shelter rent plus utilities) of privately

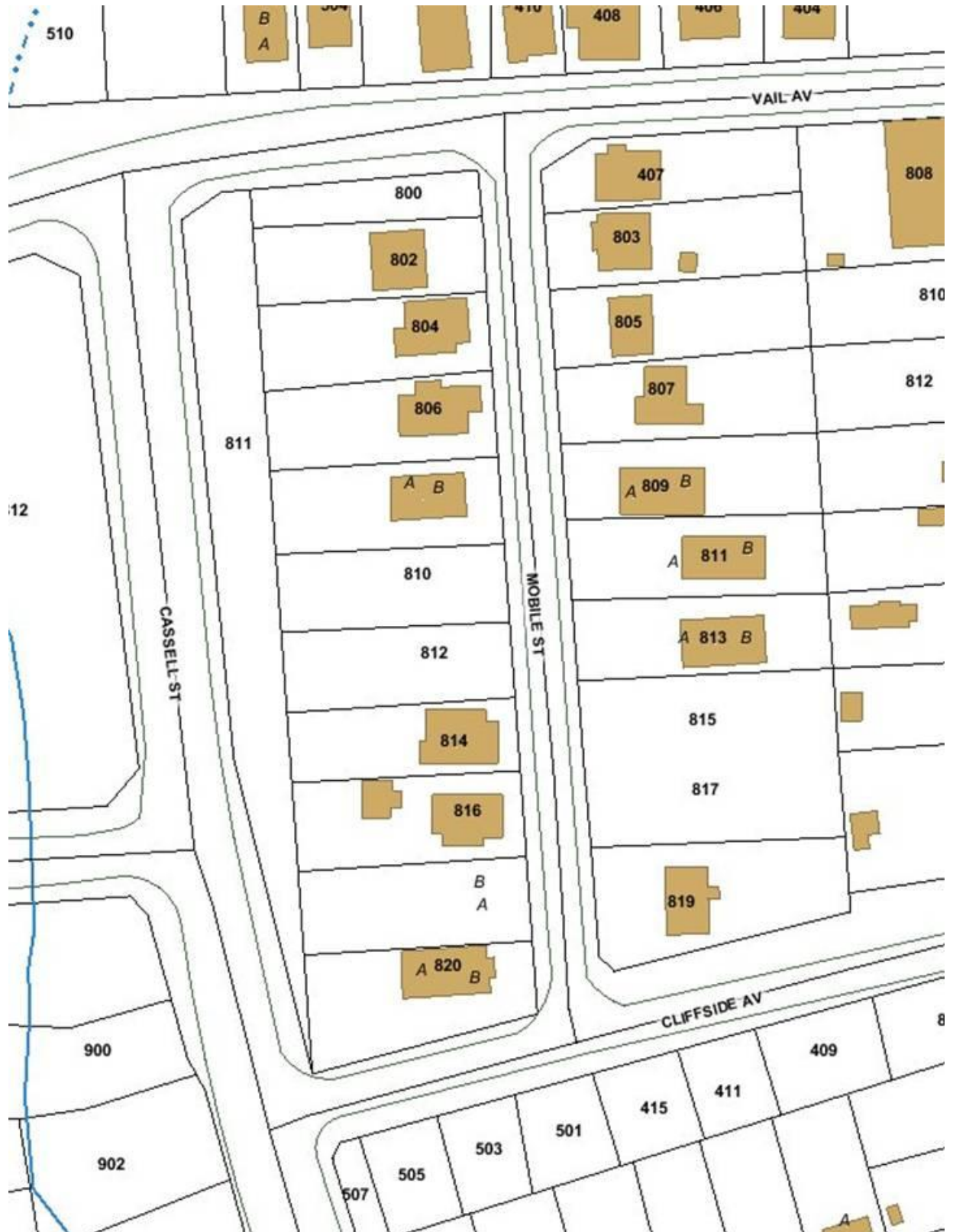
owned, decent, safe and sanitary rental housing of a modest (non-luxury) nature with suitable amenities. The FMRs are the maximum eligible rent levels allowed under the Section 8 Housing Choice Voucher Program.

- l) Fixed HOME Unit – When HOME assisted units are “fixed” in a rental project, the specific units that are HOME assisted (and, therefore, subject to HOME rent and occupancy requirements) are designated and never change.
- m) First-Time Homebuyer: An individual and his or her spouse who have not owned a home during the three-year period prior to purchase of a home with HOME funds. Definition also includes an individual who is a displaced homemaker or single parent as defined by HUD.
- n) Group Home – Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one bedroom units) separate private space for each family.
- o) HOME Assisted Units – A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME assisted affects the maximum HOME subsidy that may be provided to a project.
- p) HOME Funds – Refers to all appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.
- q) HOME Investment Trust Fund – The term given to the two accounts – one at the federal level and one at the local level – that “hold” the PJ’s HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury account for each participating jurisdiction. The local HOME Investment Trust Fund Account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.
- r) HOME Rents – The HOME Program restricts the rents of HOME assisted units. Rents of HOME assisted units cannot exceed the High and Low HOME rent levels that have been established by HUD. Rents cannot exceed 30 percent of the targeted AMI for the appropriate unit size.
- s) Homeownership: Means ownership in fee simple title or a 99 year leasehold interest in a one- to four-unit dwelling or in a condominium unit, or equivalent form of ownership approved by HUD.
- t) Household – One or more persons occupying a housing unit.
- u) Jurisdiction – A state or unit of local government.
- v) Low-Income Families – Families whose annual incomes do not exceed 80 percent of the median income for the area (adjusted for family size).
- w) Match – Match is the local contribution to HOME program activities. The match contribution must equal not less than 25 percent of the HOME funds drawn down in that fiscal year.
- x) New Construction – Is the creation of new dwelling units. Any project that includes the creation of new or additional dwelling units in an existing structure is considered new construction.
- y) Participating Jurisdiction (PJ) –Is a state, local government or consortium that has been designated by HUD to administer a HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds,

notifies HUD that they intend to participate in the program and has a HUD approved Consolidated Plan.

- z) Program Income – Gross income received by the PJ, state recipient, or a sub-recipient directly generated from the use of HOME funds or matching contributions.
- aa) Project – A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings are located, are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.
- bb) Project Completion – All necessary title transfer requirements and construction work have been performed; the project complies with all HOME requirements; the final draw down has been disbursed for the project; and the project completion information has been entered into the disbursement and information system established by HUD. For TBRA, project completion means the final draw down has been disbursed for the project.
- cc) Reconstruction (also rehabilitation) – Is the rebuilding, on the same lot, of housing standing on the same site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change.
- dd) Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.
- ee) Single Room Occupancy (SRO) – Housing consisting of single room dwelling units that are the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.
- ff) Sub-recipient – A public agency or nonprofit organization selected by a PJ to administer all or a portion of the PJ's HOME Program. A public agency or nonprofit organization that receives HOME funds solely as a developer owner of housing is not a sub-recipient.
- gg) Targeting – Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME assisted units, typically by AMI.
- hh) Very Low-Income Families – Families whose annual incomes do not exceed 50 percent of the median income for the area (adjusted for family size).

ATTACHMENT "D": MOBILE STREET AREA MAP

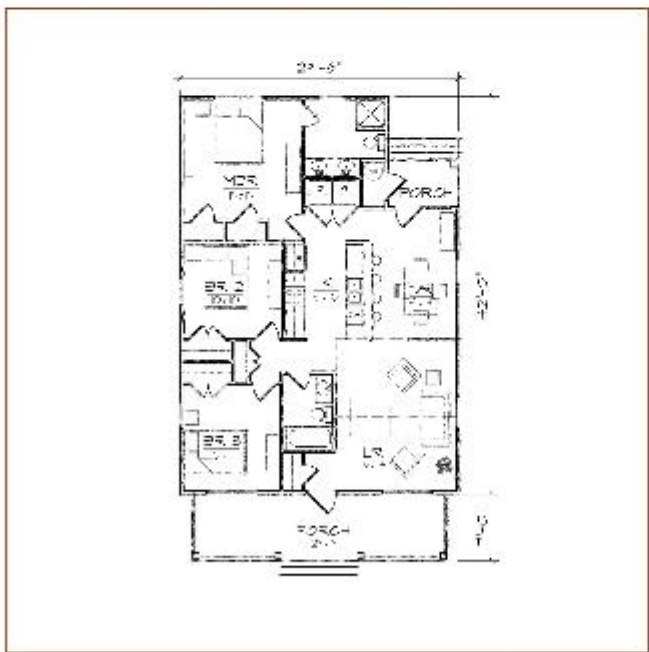


ATTACHMENT E: APPROVED DESIGNS



Clarke I

square footage.....	1138 sq ft
bedrooms.....	3
bathrooms.....	2
stories.....	1
width.....	29' 6"
depth.....	49' 0"
1st floor ceiling height.....	9' 0"
roof pitch.....	8/12



This single story "Triple-A" bungalow house features a dramatic large open vaulted living and dining room area, a private master bedroom suite located in the rear, and includes a total of three bedrooms, two full bathrooms, a laundry area and a centralized galley kitchen that opens to the dining and living areas. The historically inspired exterior offers a full front porch and covered rear porch, and exterior storage room.

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

TightLines Designs

creating great places to live



Fisher I

square footage.....	1197 sq ft
bedrooms.....	3
bathrooms.....	2.5
stories.....	2
width.....	23' 4"
depth.....	34' 8"
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 1197 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 23'4" in width, it is ideally suited for a narrow lot.

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

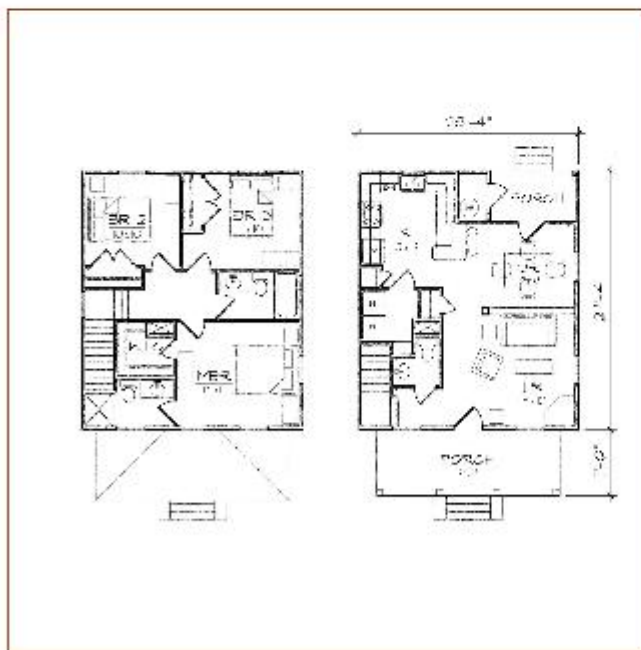
TightLines Designs

creating great places to live



Four Square I

square footage.....	1167 sq ft
bedrooms.....	3
bathrooms.....	2
stories.....	2
width.....	23' 4"
depth.....	34' 4"
1st floor ceiling height.....	9' 0"
2nd floor ceiling height.....	8' 0"
roof pitch.....	8/12



This classic two story Prairie style house of 1167 square feet features a large open living and dining area, spacious kitchen, a private master bedroom suite, and includes a total of three bedrooms, two full bathrooms, a laundry room, a powder room and U-shaped kitchen with a breakfast bar that opens to the dining room. The Craftsman inspired exterior offers a hip roof with a dormer, a full front porch covered with a hip roof, a covered rear porch, and exterior storage room. At 23'-4" in width it is ideally suited for a narrow lot.

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

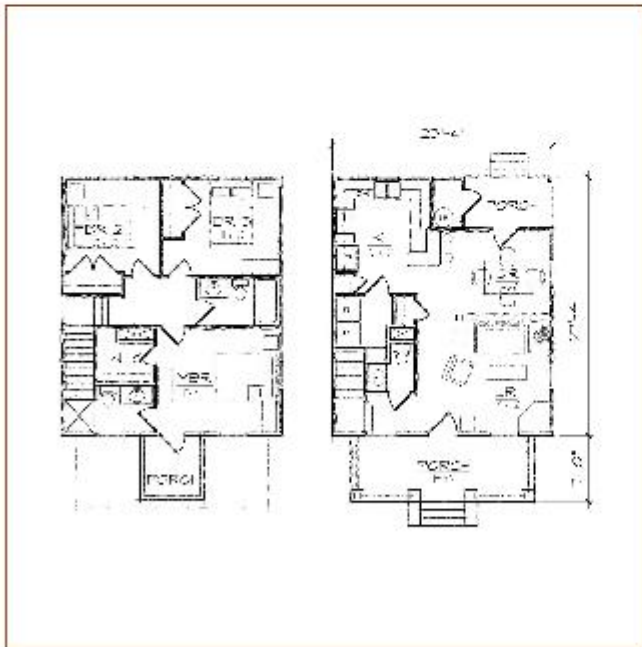
TightLines Designs

creating great places to live



Foxgate I

square footage.....	1164 sq ft
bedrooms.....	3
bathrooms.....	2.5
stories.....	2
width.....	23' 4"
depth.....	34' 4"
1st floor ceiling height.....	9' 0"
2nd floor ceiling height.....	8' 0"
roof pitch.....	8/12



This award winning two story Prairie style house of 1167 square feet features a large open living and dining area, spacious kitchen and a private master bedroom suite with upstairs balcony, and includes a total of three bedrooms, two full bathrooms, a laundry room, a powder room and U-shaped kitchen with a breakfast bar that opens to the dining room. The Craftsman inspired exterior offers a hiproof with a gabled balcony, a full front porch covered with a shed roof, covered rear porch, and exterior storage room. At 23'-4" in width it is ideally suited for a narrow lot.

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

A RESOLUTION TO ADOPT AND IMPLEMENT THE
HIGH POINT EMERGENCY OPERATIONS PLAN

WHEREAS, the City of High Point has identified natural and man-made hazards that have the potential to disrupt day-to-day activities and/or cause extensive property damage, personal injury, and/or casualties; and

WHEREAS, the North Carolina Emergency Management Act of 1977 as amended (N.C.G.S. 166A et. seq.) confers upon local governing boards powers to be exercised in providing for the protection of the lives and property of their citizens against both man-made and natural disasters/emergencies; and

WHEREAS, assistance from other jurisdictions, the state and/or federal government may be available under certain circumstances when emergency or disaster response and recovery operations exceed local government capabilities; and

WHEREAS, the North Carolina Emergency Management Act authorizes local municipalities to establish and maintain emergency management agencies in coordination with the county Emergency Management agency and the county Emergency Operations Plan and to make appropriations for the purposes of this Article; and

WHEREAS, the effective preparation of emergency situations requires extensive initial planning, continuing revision of plans, and assignment of emergency management function prior to the occurrence of an emergency and the training of personnel in order to ensure a seamless, effective application of governmental functions to emergency operations;

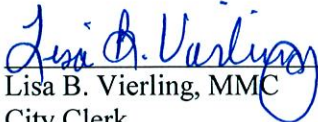
NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the High Point City Emergency Operations Plan is hereby approved; and

1. That the City of High Point Office of Emergency Management shall act as the designated coordinating agency to prepare for, respond to, recover from, and mitigate potential emergencies and disasters in High Point, under the general supervision of the City Manager.
2. That the City of High Point Office of Emergency Management is authorized to update and maintain the City Emergency Operations Plan in accordance with the county, state and federal guidance in coordination with the stakeholders of the plan.
3. That the City of High Point Office of Emergency Management (to include all identified stakeholders) will work towards accreditation under the Emergency Management Accreditation Program (EMAP).
4. That the City of High Point Office of Emergency Management will assist in coordinating disaster related training for all agencies and entities that have responsibilities under the City Emergency Operations Plan.
5. That all departments and agencies identified within the City Emergency Operations Plan work to ensure compliance with this document to include the provision of policies, procedures and/or guides to carry out their assigned responsibilities.

6. That all departments and agencies identified within the City Emergency Operations Plan ensure their organization's staff is trained to perform their assigned functions.

7. That all departments and agencies identified within the City Emergency Operations Plan ensure compliance with the National Incident Management System through training and policy implementation.

Adopted this 1st day of October, 2012


Lisa B. Vierling, MMC
City Clerk





September 26, 2012

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Bid number 03-090512

On September 5, 2012, the City of High Point opened bids for steel transmission poles for the Penny Rd. transmission project. We received bids from 3 suppliers. One of the proposals was not fully compliant to the specifications.

Jerry Ford of Southeastern Consulting Engineers has reviewed the bids, and I have attached his recommendation to this letter. As seen on the bid tabulation, Utility Service Agency (manufactured by Thomas & Betts) was the lowest responsive bid.

The Electric Department recommends that Bid 03-090512, for steel transmission poles, be awarded to **Utility Service Agency** in the amount of **\$1,008,375**. \$2,288,338 has been budgeted in the electric capital budget for this entire project, of which these poles are part of that project. They are the lowest responsible bidder and they supplied the most responsive bid that complied with the specifications.

cc: file
Patty Sykes
Jeff Moore
Josh Williams
Sherry Smith
Larry Hopkins

Attachments

City of High Point, P.O. 230, 816 E. Green Dr., High Point, NC 27261 USA
Phone 336.883.3485 Fax: 336.883.3478 TDD 336.883.8517





Southeastern Consulting Engineers, Inc.

September 18, 2012

Mr. Garey Edwards, PE
City of High Point
P. O. Box 230
High Point, North Carolina 27261

Ref.: Steel Pole Recommendation for the
Penny Road Project

Dear Garey:

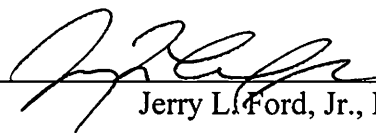
The City received proposals on September 5, 2012, from three suppliers solicited for providing steel transmission poles for the above referenced project. A tabulation of the bids received is attached.

The lowest responsive bid was submitted by the Thomas & Betts Corporation in the amount of \$1,008,375 with a delivery time of 21 to 23 weeks. We have thoroughly reviewed their proposal and have concluded that it is fully compliant with the specifications. Therefore, we are recommending that this equipment purchase be awarded to Thomas & Betts Corporation. The proposal is valid for 30 days.

Please notify us of the City's decision in awarding this contract and we will proceed with the execution of the Contract Documents and Performance Bond. If you have any questions or need any additional information, please contact us.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
Jerry L. Ford, Jr., P.E.

JLF/lc

cc: Mr. Larry Hopkins, PE

BIDDERS LIST & TABULATION

FORMAL BID #03-090512 - STEEL TRANSMISSION POLES FOR PENNY RD. SUBSTATION					
Vendor Name & Address	Bid Bond	QTY.	Manufacturer	Total Price	Delivery A.R.O.
Lekson Associates 4004-105 Barrett Drive Raleigh, NC 27609		LOT	Valmont	No Bid	
Utility Resource Associates 3720 Camden Hwy. Dalzell, SC 29040	Yes	LOT	V&S Schuler	\$1,134,525	24 -26 Weeks
Utility Service Agency 501 N. Main Street Wake Forest, NC 27587	Yes	LOT	Thomas & Betts	\$1,008,375	21-23 Weeks
W.R. Daniel & Associates 207-6A S. Broad Street Mooreville, NC 28115	Yes	LOT	DisTran	Not Responsive to the Specificaions	



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **ELECTRIC**

COUNCIL AGENDA DATE:

BID NO.: **03-090512**

CONTRACT NO.:

DATE OPENED: **Sep 5, 2012**

DESCRIPTION:

Steel Transmission Poles

PURPOSE:

Penny Rd project

COMMENTS:

RECOMMEND AWARD TO: **Utility Service Agency**

AMOUNT: **\$1,008,375.00**

JUSTIFICATION:

IT IS OUR RECOMMENDATION THAT THE ENTIRE BID BE AWARDED TO UTILITY SERVICE AGENCY IN THE AMOUNT OF \$1,008,375.00. THEY ARE THE LOWEST BIDDER MEETING SPECIFICATIONS.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001020605	40216	\$1,008,375.00
TOTAL BUDGETED AMOUNT				\$1,008,375.00

DEPARTMENT HEAD: **Sherry Smith** Digitally signed by Sherry Smith
DN: cn=Sherry Smith, o=City of High Point, ou=Electric
Dept, email=sherry.smith@highpointnc.gov, c=US
Date: 2012.05.24 09:44:25 -0400 DATE: **Sept. 26, 2012**

The Purchasing Division concurs with recommendation submitted by the **Electric Department and recommends award to the lowest responsible, responsive bidder **Utility Service Agency** in the amount of \$ **1,008,375.00**.**

PURCHASING MANAGER: **Patricia H. Sykes** Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.26 16:02:19 -0400 DATE: **Sep 26, 2012**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore** Digitally signed by Jeffrey Moore 20120614-210213
DN: cn=Jeffrey Moore, o=City of High Point, ou=Finance & Investment
Services, email=jeff.moore@highpointnc.gov, c=US
Date: 2012.06.14 21:02:13 -0400 DATE: **Sep 26, 2012**

CITY MANAGER: **Strib Boynton** Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager,
email=strib.boynton@highpointnc.gov, c=US
Date: 2012.09.26 16:28:14 -0400 DATE: **Sep 26, 2012**



September 19, 2012

To: Pat Pate

From: Detective Rick Johnson, High Point Police Department

RE: October 1, 2012 Agenda Item
Emergency Management Ordinance

Staff is recommending that an Emergency Management Ordinance be considered for adoption as well as the Resolution for the City Emergency Operations Plan.

The Ordinance will establish a City office of Emergency Management which will be the coordinating agency for all activity regarding emergency preparedness, and will insure the complete and efficient utilization of all the community's resources to mitigate against, plan/prepare for, respond to and recover from natural or man-made emergencies or disasters.

I will be present at the October 1 meeting to answer any questions.

**AN ORDINANCE AMENDING TITLE 5 “PUBLIC SAFETY”, CHAPTER 3
“EMERGENCY MANAGEMENT” OF THE ORDINANCES
OF THE CITY OF HIGH POINT**

UNDER THE AUTHORITY OF N.C.G.S. ~~ARTICLE 36A OF~~ CHAPTER 14 ARTICLE 36A, N.C.G.S. CHAPTER 166A, ~~, AND~~ 42 U.S.C. 5121 – 5206 AND TITLE 44 CFR EMERGENCY MANAGEMENT ASSISTANCE, THE CITY COUNCIL OF THE CITY OF HIGH POINT DOES ENACT AND ORDAIN THAT:

Sec. 5-3-1 – Short title.

This chapter shall be known and may be cited and referred to as the “Emergency Management Ordinance of the City of High Point.

Sec. 5-3-2 - Intent.

- (a) It is the intent of this chapter to establish ~~an office a~~ City Office of Emergency Management (“COEM”) that will insure the complete and efficient utilization of all of the community's resources to ~~combat disaster from natural causes such as tornadoes, floods, fire and earthquakes; or from those caused by man such as industrial explosions, aircraft accidents, civil disturbances, and the like; or from enemy attack, sabotage or other hostile action.~~ mitigate against, plan/prepare for, respond to and recover from natural or man-made emergencies or disasters.
- (b) The ~~emergency management division~~ COEM will be the coordinating agency for all activity in connection with the community's emergency preparedness. The coordinator of the COEM, as a staff official, will advise and provide recommendations to the city manager and the city council as to actions to be taken in ~~coping with~~ responding to and recovering from the disaster situation.
- (c) This chapter will not relieve any government department of its responsibilities or authority nor will it adversely affect the work of any volunteer agency organized for relief in emergencies.

Sec. 5-3-3 - Authority and references.

This chapter is enacted under the authority of the following:

- (1) ~~North Carolina Civil Preparedness Act of 1951, as amended (General Statutes, Chapter 166).~~[North Carolina General Statute Chapter 166A, \(as amended\).](#)
- (2) ~~The Federal Civil Defense Act of 1950, as amended (Public Law 81-920).~~[North Carolina General Statutes Chapter 14 Article 36A: Chapter 14 \(as amended\)](#)
- (3) ~~The Federal Disaster Relief Act of 1974, as amended (Public Law 93-288).~~[Robert T. Stafford Disaster Relief and Emergency Assistance Act, \(Public Law 93-288 \(as amended\) 42 U.S.C. 5121-5206, Title 44 CFR Emergency Management Assistance](#)

Sec. 5-3-4 - Policy and purpose.

Because of the existing and ever present possibility of the occurrence of disasters of significant size and large scale destructiveness and in order to insure that preparations of this community will be adequate to deal with such [emergencies](#)/disasters, and to provide for the general welfare, health and safety, and to preserve the lives and property of the people of this community, it is hereby found and declared to be necessary:

- (1) To establish ~~a division~~ [a City office](#) of emergency management;
- (2) To recognize the responsibilities of local government and the emergency powers conferred upon the local governing body by the North Carolina General Statutes;
- (3) To provide for the exchange of mutual aid among neighboring cities and counties; and
- (4) To recognize the importance or coordinating to the maximum extent all emergency management functions of this community with comparable functions of the [county,](#) state and federal governments, including their various departments and agencies, and of other localities as well as private agencies of every type, to the end that the most effective preparation and use may be made of all available resources for dealing with any disasters that may occur.

Sec. 5-3-5 – State of Emergency Declaration; curfew authorized

- (a) A state of emergency shall be deemed to exist whenever, during times of great public crisis, disaster, rioting, catastrophe, or similar public emergency, for any reason, municipal public safety authorities are unable to maintain public order or afford adequate protection for lives or property.
- (b) In the event of an existing or threatened state of emergency endangering the lives, safety, health and welfare of the people within the City of High Point, or threatening damage to or destruction of property, the mayor, or mayor pro tempore in the Mayor's absence, is hereby authorized and empowered to issue a public proclamation declaring to all persons the existence of such a state of emergency, and, in order to more effectively protect the lives and property of people within the city, to place in effect any or all of the restrictions ~~hereinafter~~ authorized herein and to take any action deemed necessary in accordance with the authorities cited above in Section 5-3-3, including the authority to define and impose a curfew.
- (c) The mayor/mayor pro tempore is hereby authorized and empowered to limit by declaration ~~proclamation the application of all or~~ any part of such restrictions to any area specifically designated or described within the corporate limits of the city and to specific hours of the day or night; and to exempt from all or any part of such restrictions law enforcement officers, firemen and other public employees; doctors, nurses, employees of hospitals and other medical facilities; on-duty military personnel whether state or federal; on-duty employees of public utilities, public transportation companies, and newspaper, magazine, radio broadcasting, and television broadcasting corporations operated for profit; and such other classes of persons as may be essential to the preservation of public order and immediately necessary to serve the safety, health, and welfare needs of the people within the city.
- (d) The mayor/mayor pro tempore shall proclaim the end of such state of emergency or all or any part of the restrictions imposed as soon as circumstances warrant or when directed to do so by the city council.
- (e) During the existence of a proclaimed state of emergency, the mayor/mayor pro tempore may impose by ~~proclamation~~ declaration any or all of the following restrictions:
 - (1) Prohibit or regulate the possession, transportation, sale, purchase, storage and use of gasoline and dangerous weapons and

substances, and gasoline except lawfully possessed firearms (handguns, rifles, and shotguns) and ammunition;

(2) Prohibit or regulate the buying or selling of beer, wine, or intoxicating beverages of any kind, and their possession or consumption off one's own premises;

(3) Prohibit or regulate any demonstration, parade march, vigil, or participation therein from taking place on any of the public ways or upon any public property;

(4) Prohibit or regulate the sale of gasoline, kerosene, naphtha, or any other explosive or inflammable fluids or substances;

(5) Prohibit or regulate travel upon any public street, alley, or roadway or upon any other public property, except by those in search of medical assistance, food, or other commodity or service necessary to sustain the well-being of themselves or their families or some member thereof.

(6) Prohibit or regulate the participation in or carrying on of any business activity, and prohibit or regulate the keeping open of places of business, places of entertainment, and any other places of public assembly.

(f) Any declaration~~proclamation~~ may be extended, altered, or repealed in any particular manner during the continued or threatened existence of a state of emergency by the issuance of a subsequent declaration~~proclamation and the~~.

(g) During the existence of a ~~proclaimed~~ declared state of emergency, it shall be unlawful for any person to violate any provision of any restriction imposed by any ~~prdeclaroelama~~ation authorized by this ordinance.

(h) The sections, paragraphs, sentences, clauses, words and phrases of this ordinance are severable, and, if any word, phrase, section, paragraph, sentence, or clause shall be declared unconstitutional or invalid by any valid judgment or decree or any court of competent jurisdiction, the constitutionality or invalidity shall not affect any of the remaining phrases, words, clauses, sentences, paragraphs, or sections of this ordinance.

(i) The violation of any provision of this ordinance, or of any provision of any restriction imposed by any ~~pdeclaroelama~~ation authorized by this ordinance, shall constitute a misdemeanor, punishable upon conviction by a fine not exceeding \$50.00 or imprisonment not exceeding 30 days, as provided by G.S. § 14-4 and also be punishable as set forth in N.C.G.S. §166A.

Sec. 5-3-6 - Organization.

There is hereby established ~~an~~ a City office of emergency management (COEM) with a coordinator as the office head. The coordinator will be responsible to and supervised by the chief of the High Point Fire Department. The coordinator, as head of the office, shall be responsible and accountable for the emergency planning, administration, budgeting, organization and operation of emergency management functions of the community before, during and after disasters. The coordinator shall act as the local government's coordinator with the emergency management representatives of other counties and/or cities as well as those of state and federal governments.

TITLE 10 – TRANSPORTATION AND TRAFFIC – CHAPTER 1 – TRAFFIC REGULATIONS- ARTICLE R Section 10-1-305 is hereby rescinded in whole.

This ordinance is effective upon adoption.

Adopted by City Council,
this the _____ day of _____ 2012.

Lisa B. Vierling, MMC
City Clerk

A RESOLUTION TO ADOPT AND IMPLEMENT THE
HIGH POINT EMERGENCY OPERATIONS PLAN

WHEREAS, the City of High Point has identified natural and man-made hazards that have the potential to disrupt day-to-day activities and/or cause extensive property damage, personal injury, and/or casualties; and

WHEREAS, the North Carolina Emergency Management Act of 1977 as amended (N.C.G.S. 166A et. seq.) confers upon local governing boards powers to be exercised in providing for the protection of the lives and property of their citizens against both man-made and natural disasters/emergencies; and

WHEREAS, assistance from other jurisdictions, the state and/or federal government may be available under certain circumstances when emergency or disaster response and recovery operations exceed local government capabilities; and

WHEREAS, the North Carolina Emergency Management Act authorizes local municipalities to establish and maintain emergency management agencies in coordination with the county Emergency Management agency and the county Emergency Operations Plan and to make appropriations for the purposes of this Article; and

WHEREAS, the effective preparation of emergency situations requires extensive initial planning, continuing revision of plans, and assignment of emergency management function prior to the occurrence of an emergency and the training of personnel in order to ensure a seamless, effective application of governmental functions to emergency operations;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the High Point City Emergency Operations Plan is hereby approved; and

1. That the City of High Point Office of Emergency Management shall act as the designated coordinating agency to prepare for, respond to, recover from, and mitigate potential emergencies and disasters in High Point, under the general supervision of the City Manager.
2. That the City of High Point Office of Emergency Management is authorized to update and maintain the City Emergency Operations Plan in accordance with the county, state and federal guidance in coordination with the stakeholders of the plan.
3. That the City of High Point Office of Emergency Management (to include all identified stakeholders) will work towards accreditation under the Emergency Management Accreditation Program (EMAP).
4. That the City of High Point Office of Emergency Management will assist in coordinating disaster related training for all agencies and entities that have responsibilities under the City Emergency Operations Plan.
5. That all departments and agencies identified within the City Emergency Operations Plan work to ensure compliance with this document to include the provision of policies, procedures and/or guides to carry out their assigned responsibilities.

6. That all departments and agencies identified within the City Emergency Operations Plan ensure their organization's staff is trained to perform their assigned functions.

7. That all departments and agencies identified within the City Emergency Operations Plan ensure compliance with the National Incident Management System through training and policy implementation.

Adopted this _____ day of _____, 2012.

Lisa Vierling, MMC
City Clerk

Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 24, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Refuse Truck with Side Loading Refuse Body Installation

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

Acceptance of the quote submitted by Transource, Inc for a new 2013 Mack truck including the installation of a New Way side loading refuse body at a cost of \$127,200.

Formal bids were opened on September 19, 2012 for the purchase of a truck including the installation of a New Way side loading refuse body. Four vendors submitted quotes and after review the truck submitted by the lowest bidder fully met specifications. We are currently using two other Mack trucks with the New Way side loading refuse bodies and they are performing well.

This will replace a 2007 American Lafrance side loading refuse truck which has 6,200 hours and over \$100,000 in maintenance since being placed in service. We would like to retain this truck in our motorpool instead of selling it as surplus. Solid Waste has a total of thirteen side loading trucks and this will give us one spare to have while their trucks are being serviced. This will reduce downtime for the department and reduce overtime for our technicians.

The truck will be \$127,200 and the body will be \$ 106,530 for a total cost of \$233,730.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **October 1, 2012**

BID NO.: **06-091912**

CONTRACT NO.:

DATE OPENED: **Sep 19, 2012**

DESCRIPTION:

Truck including installation of side loading refuse body.

PURPOSE:

This will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

RECOMMEND AWARD TO: **Transource Inc**

AMOUNT: **\$127,200**

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$127,200
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: **September 20, 2012**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services Dept.** and recommends award to the lowest responsible, responsive bidder **Transource Inc.** in the amount of \$ **127,200.00**.

PURCHASING MANAGER: **Patricia H. Sykes**

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.20 15:34:40 -0400

DATE: **Sep 20, 2012**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore**

20120614-210213

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Finance & Administration
Division, email=jmoore@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 20, 2012**

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager,
email=strib.boynton@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 21, 2012**

BID TABULATION
 Refuse-Garbage Trucks
 Automated Side Load
 BID #06-091912

VENDOR	Make & Model	Quantity	Unit Price	Total Price
Transource Inc. Greensboro, NC 27235 david.peggram@tsource.com	2013 Mack Terra Pro LEU	2	\$ 127,200.00	\$ 254,400.00
Advantage Truck Center Kernersville, NC 27284 bstadler@advtrks.com	2013 Autocar /ACX64 Dual Drive	2	\$ 144,941.48	\$ 289,882.96
Southern Truck Service, Inc. Charlotte, NC stscce@yahoo.com	2013 Crane Carrier LET2-46	2	\$ 163,149.00	\$326,298.00
	\$ 2,800 discount for partial payment of chassis when delivered to body company			
Crane Carrier Co. Tulsa, OK bbutler@cranecarrier.com	2013 Crane Carrier LET2-46	2	\$ 164,713.00	\$ 329,426.00
	Note: Add \$4,500 add'l for RHS 18" Entry Level Add \$8,600 add'l for output retarder off transmission			
ALTERNATE BID Advantage Truck Center Kernersville, NC 27284 bstadler@advtrks.com	2010 ACX64 Dual Drive	1	\$ 228,818.10	\$ 228,818.10



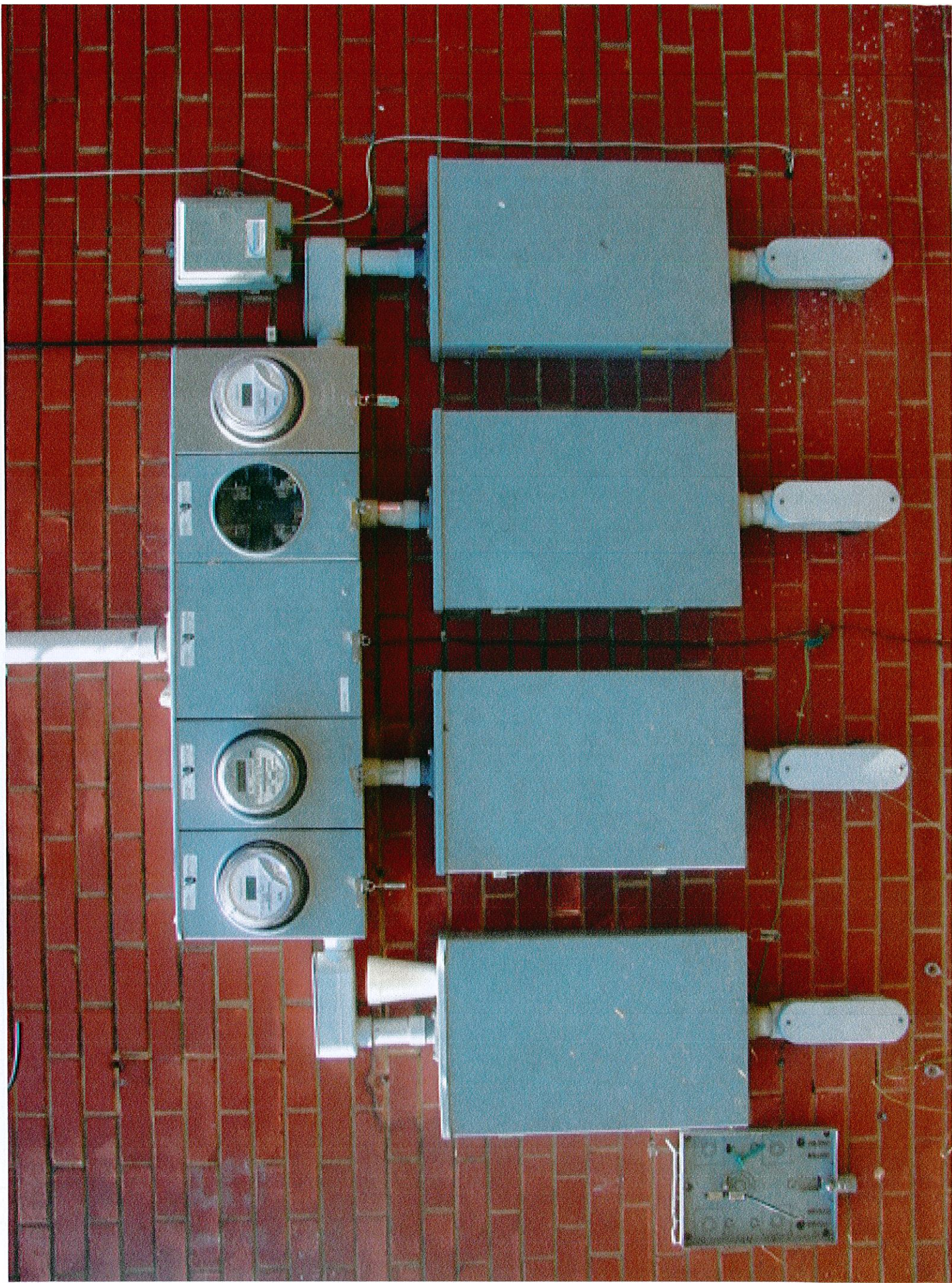








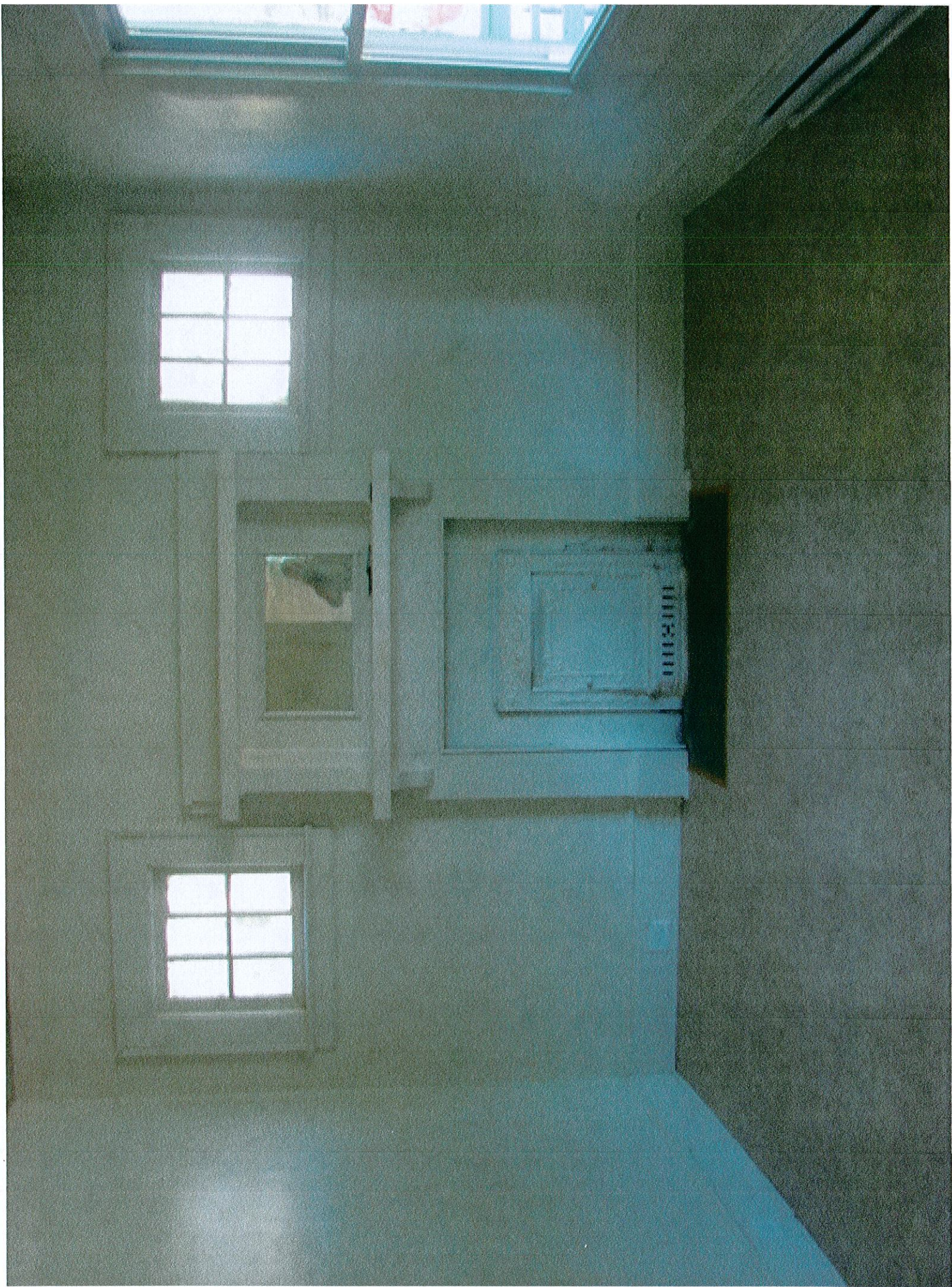


































MUNICIPAL Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provision of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. ***Public records including electronic records not listed in this schedule are not authorized to be destroyed.***

This local government agency and the Department of Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods which allow these records to be destroyed when "*administrative value ends.*" The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "*destroy when administrative value ends.*" If a municipality does not establish internal policies and retention periods, the municipality is not complying with the provisions of this retention schedule and is not authorized by the Department of Cultural Resources to destroy the records with the disposition instruction "*destroy when administrative value ends.*"

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

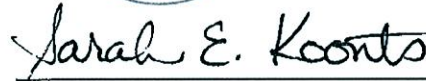
APPROVAL RECOMMENDED


City/Town Clerk





Chief Administrative Officer/
City Manager



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED



Mayor



Linda A. Carlisle, Secretary
Department of Cultural Resources

Municipality: High Point

September 10, 2012

Public Services Department

Richard D. McMillan, P.E.

ASSISTANT DIRECTOR



MEMORANDUM

DATE: September 26, 2012
TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services
FROM: Richard D. McMillan, P.E., Asst. Director of Public Services
SUBJECT: Agenda Item – Resurfacing Contract Supplemental Agreement
Thompson Arthur Paving Company - Contractor

Richard D. McMillan

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of a Change Order/Supplemental Agreement for the Resurfacing Contract with Thompson Arthur Paving Company in the amount of \$463,879.20 to pave additional streets under this contract.

The original contract for resurfacing included a portion of Centennial (Depot to Green) and Piedmont Parkway (Wendover to Guilford College) for an amount of \$727,373.75. The original contract came well under the City's estimates and this change order is allocating the remaining funds to pave additional streets.

The streets included in the supplement agreement are two sections of Brentwood Dr (E Kivett to Gavin & E Russell to Royal – Avg Pavement Condition rating (PCR) 43.7) and Chestnut Dr (Westchester to City Limits – Avg PCR 61.5). These streets were selected based on the PCR number, work required on each street, similarity to original contract work, and available funds. Location maps are attached for reference.

Funding for this project will be made from the following account:

Public Services / Streets: 101721-527205 Street Resurfacing Contract

If you have any questions, please contact me.

pc: Jeff Moore, Finance Director
Patty Sykes, Purchasing Director
File

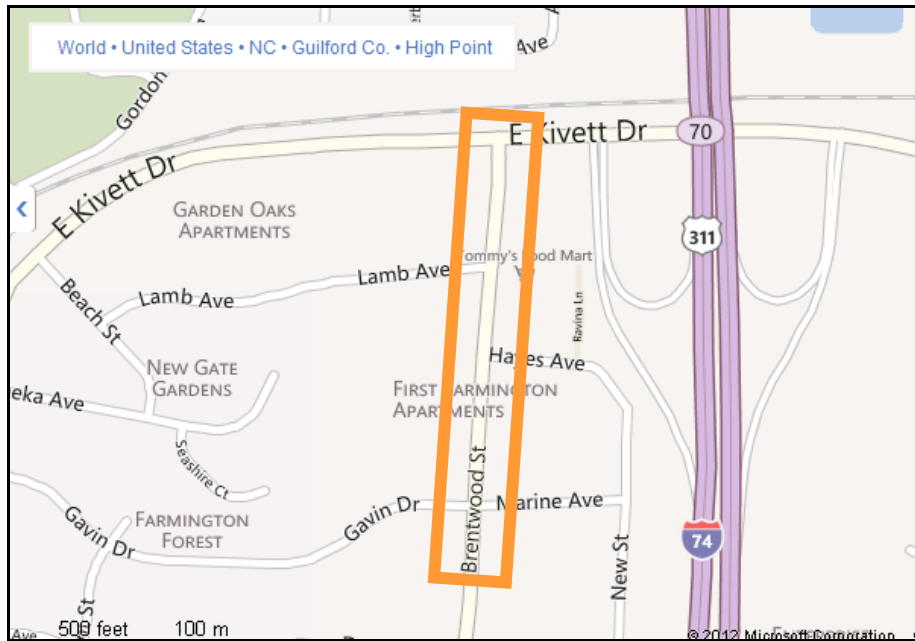
Public Services Department

Richard D. McMillan, P.E.

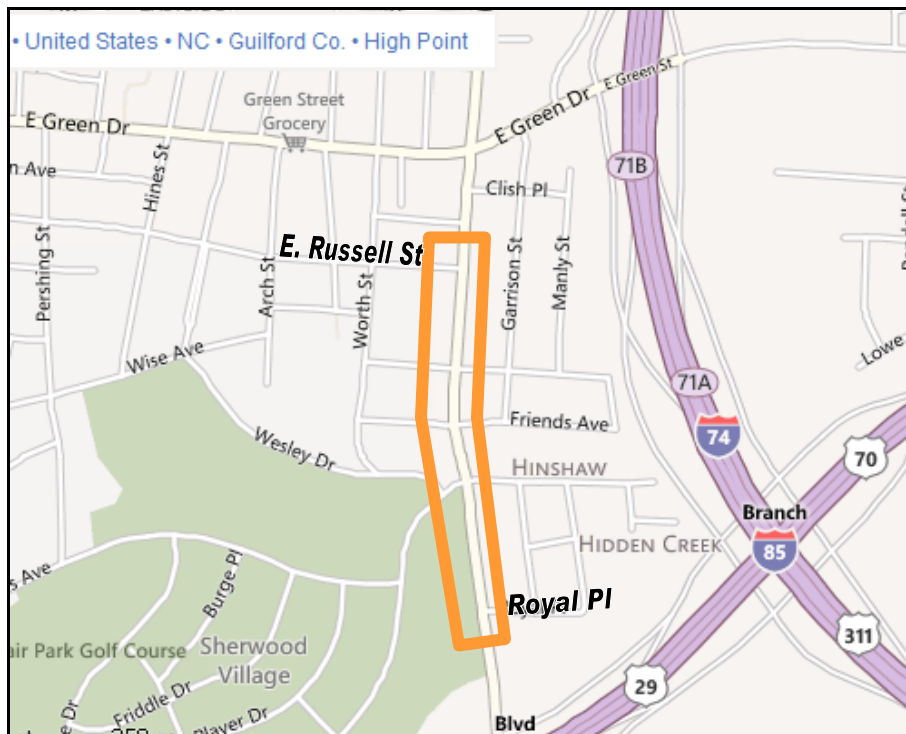
ASSISTANT DIRECTOR



Brentwood St – E. Kivett Dr to Gavin Dr



Brentwood St – E. Russell St to Royal Pl



Public Services Department

Richard D. McMillan, P.E.

ASSISTANT DIRECTOR



Chestnut Dr – Westchester Dr to City Limits



**CITY OF HIGH POINT
P.O. BOX 230
HIGH POINT, NC 27261**



CHANGE ORDER/SUPPLEMENT AGREEMENT

CHG. ORDER/SUP. AGREEMENT NO. 3	CONTRACT NO. 2012-004	BID NO. 67-032812	CONTRACT: PIEDMONT PARKWAY REPAIR & ST RESURF
------------------------------------	--------------------------	----------------------	--

TO: Thompson Arthur Paving Company
(CONTRACTOR)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Resurfacing Add Ons: Brentwood from E Kivett Dr to Gavin Dr, Brentwood St. from E Russell Av to Royal Pl, and Chestnut Dr from Westchester Dr to City limits.		\$410,679.20
Traffic Control, 34 sets of begin and end work zones,	\$4,200 LS	\$4,200.00
Mobilization,	\$1,000 L.S.	\$1,000.00
Incidental Stone, \$40.00 Per Ton @ 1,200 tons		\$48,000.00
		\$463,879.20
Net Change In Contract Price :		
Justification and reason for change: The City elects to utilize the Contract extension clause and add additional streets to the Contract. Additional costs include re-mobilization, traffic control, and new line item price for incidental stone.		

Lawson Account Number:

101721 527205

Previous Contract Total:

\$727,373.75

Change Orders/Supplement Agreements Net Overrun:

\$463,879.20

The contract total including this and previous Change Orders/Supplement Agreements will be revised to:

\$1,191,252.95

Revised completion date:

N/A

This document will become a change order/supplement to the contract and all provisions will apply hereto:

Requested By:

Winfred Perry
(Architect) *ENGINEER*

9/12/2012
(Date)

Recommended:

W. Chris Thompson
(Department Director)

9-13-12
(Date)

Accepted:

Leonard D. Perry
(Contractor)

9-13-12
(Date)

Approved:

(City of High Point)

(Date)

Approved:

(Finance Department)

(Date)

(Corporate Seal)

**RESOLUTION
OF THE HIGH POINT CITY COUNCIL
ADOPTING THE NEW MUNICIPAL RECORDS RETENTION
AND DISPOSITION SCHEDULE**

WHEREAS, the North Carolina Department of Cultural Resources, Division of Historical Resources, Archives and Records Section, Government Records Branch, initially issued the Municipal Records Retention and Disposition Schedule on August 15, 1997 with amendments on June 15, 2001, February 25, 2002, May 19, 2009; and

WHEREAS, the North Carolina Department of Cultural Resources has recently released a new Municipal Records Retention and Disposition Schedule on September 10, 2012, and

WHEREAS, this schedule supersedes all previous Municipal Records Retention and Disposition Schedules with amendments; and

WHEREAS, in accordance with the provision of Chapters 121 and 132 of the North Carolina General Statutes, it is agreed that the records do not and will not have further use or specified herein and are authorized to be destroyed or otherwise disposed of by High Point or the City Clerk having official custody of the public records without further reference to or approval of either party to this agreement; and

WHEREAS, it is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason, they may be retained for longer periods; and

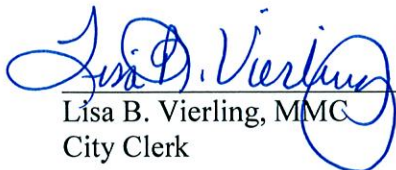
WHEREAS, this schedule is to remain in effect from the date of approval by the High Point City Council until such time as it is reviewed and updated by the North Carolina Department of Cultural Resources.

NOW, THEREFORE, BE IT RESOLVED THAT THE HIGH POINT CITY COUNCIL accepts the new Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Government Records Branch dated September 10, 2012.

Adopted by the High Point City Council
This 1st day of October, 2012


Rebecca R. Smothers, Mayor

Attest:


Lisa B. Vierling, MMC
City Clerk



Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 24, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Side Loading Refuse Body

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

The piggyback purchase of a new side loading refuse body to be used in the automated collection program from Amick Equipment Company. This type of collection body is currently being used by the City of High Point and has an excellent record of service and reliability.

The City of Charlotte recently opened a formal bid for the purchase of side loading refuse bodies which secured pricing for four years. The bid was awarded to Amick Equipment Company at a price of \$106,530.32 each. The City of High Point is allowed by G.S. 143-129(g) to piggyback on this formal bid.

The truck will be \$127,200 and the body will be \$ 106,530 for a total cost of \$233,730.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **October 1, 2012**

BID NO.: **06-091912**

CONTRACT NO.:

DATE OPENED: **Sep 19, 2012**

DESCRIPTION:

Truck including installation of side loading refuse body.

PURPOSE:

This will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

RECOMMEND AWARD TO: **Transource Inc**

AMOUNT: **\$127,200**

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$127,200
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: **September 20, 2012**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services Dept.** and recommends award to the lowest responsible, responsive bidder **Transource Inc.** in the amount of \$ **127,200.00**.

PURCHASING MANAGER: **Patricia H. Sykes**

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.20 15:34:40 -0400

DATE: **Sep 20, 2012**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore**

20120614-210213

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Finance & Administration
Division, email=jmoore@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 20, 2012**

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager,
email=strib.boynton@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 21, 2012**

Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 21, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services *Gary L. Smith*
SUBJECT: Agenda Item – Refuse Truck with Side Loading Refuse Body Installation

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

The piggyback purchase of a new side loading refuse body to be used in the automated collection program from Amick Equipment Company. This type of collection body is currently being used by the City of High Point and has an excellent record of service and reliability.

The City of Charlotte recently opened a formal bid for the purchase of side loading refuse bodies which secured pricing for four years. The bid was awarded to Amick Equipment Company at a price of \$106,530.32 each. The City of High Point is allowed by G.S. 143-129(g) to piggyback on this formal bid.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: October 1, 2012

BID NO.: PIGGYBACK CONTRACT NO.: DATE OPENED:

DESCRIPTION:

31 Yard Automated Refuse Body

PURPOSE:

This will be placed on a new chassis and will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

The City of High Point wishes to Piggyback the City of Charlotte to purchase a 31 yard Automated Refuse Body.

RECOMMEND AWARD TO: Amick Equipment Company AMOUNT: \$106,530.32

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$106,530.32
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: September 21, 2012

The Purchasing Division concurs with recommendation submitted by the Fleets Services Dept. and recommends award to the lowest responsible, responsive bidder Amick Equipment Co in the amount of \$ 106,530.32.

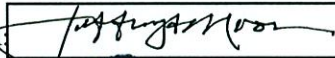
PURCHASING MANAGER:

Patricia H. Sykes

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.21 13:39:12 -0400

DATE: Sep 21, 2012

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: 

DATE: 9/25/2012

CITY MANAGER:



DATE: 9/25/2012

Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: September 24, 2012
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Side Loading Refuse Body

I respectfully request that the following be included for consideration on the Council Agenda scheduled for October 1, 2012:

The piggyback purchase of a new side loading refuse body to be used in the automated collection program from Amick Equipment Company. This type of collection body is currently being used by the City of High Point and has an excellent record of service and reliability.

The City of Charlotte recently opened a formal bid for the purchase of side loading refuse bodies which secured pricing for four years. The bid was awarded to Amick Equipment Company at a price of \$106,530.32 each. The City of High Point is allowed by G.S. 143-129(g) to piggyback on this formal bid.

The truck will be \$127,200 and the body will be \$ 106,530 for a total cost of \$233,730.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **October 1, 2012**

BID NO.: **06-091912**

CONTRACT NO.:

DATE OPENED: **Sep 19, 2012**

DESCRIPTION:

Truck including installation of side loading refuse body.

PURPOSE:

This will replace our oldest side loading refuse truck. These trucks are used four days a week to service automated refuse containers.

COMMENTS:

RECOMMEND AWARD TO: **Transource Inc**

AMOUNT: **\$127,200**

JUSTIFICATION:

Four vendors submitted bids. After review, the truck submitted by the lowest bidder fully meets our specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$127,200
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Gary Smith

Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.09.20 13:54:01 -0400

DATE: **September 20, 2012**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services Dept.** and recommends award to the lowest responsible, responsive bidder **Transource Inc.** in the amount of \$ **127,200.00**.

PURCHASING MANAGER: **Patricia H. Sykes**

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.09.20 15:34:40 -0400

DATE: **Sep 20, 2012**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore**

20120614-210213

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Financial Services, email=jeff.moore@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 20, 2012**

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US
Date: 2012.09.21 10:06:32 -0400

DATE: **Sep 21, 2012**

BID TABULATION
 Refuse-Garbage Trucks
 Automated Side Load
 BID #06-091912

VENDOR	Make & Model	Quantity	Unit Price	Total Price
Transource Inc. Greensboro, NC 27235 david.peggram@tsource.com	2013 Mack Terra Pro LEU	2	\$ 127,200.00	\$ 254,400.00
Advantage Truck Center Kernersville, NC 27284 bstadler@advtrks.com	2013 Autocar /ACX64 Dual Drive	2	\$ 144,941.48	\$ 289,882.96
Southern Truck Service, Inc. Charlotte, NC stscce@yahoo.com	2013 Crane Carrier LET2-46	2	\$ 163,149.00	\$326,298.00
	\$ 2,800 discount for partial payment of chassis when delivered to body company			
Crane Carrier Co. Tulsa, OK bbutler@cranecarrier.com	2013 Crane Carrier LET2-46	2	\$ 164,713.00	\$ 329,426.00
	Note: Add \$4,500 add'l for RHS 18" Entry Level Add \$8,600 add'l for output retarder off transmission			
ALTERNATE BID Advantage Truck Center Kernersville, NC 27284 bstadler@advtrks.com	2010 ACX64 Dual Drive	1	\$ 228,818.10	\$ 228,818.10

**RESOLUTION
OF THE HIGH POINT CITY COUNCIL
ADOPTING THE NEW MUNICIPAL RECORDS RETENTION
AND DISPOSITION SCHEDULE**

WHEREAS, the North Carolina Department of Cultural Resources, Division of Historical Resources, Archives and Records Section, Government Records Branch, initially issued the Municipal Records Retention and Disposition Schedule on August 15, 1997 with amendments on June 15, 2001, February 25, 2002, May 19, 2009; and

WHEREAS, the North Carolina Department of Cultural Resources has recently released a new Municipal Records Retention and Disposition Schedule on September 10, 2012, and

WHEREAS, this schedule supersedes all previous Municipal Records Retention and Disposition Schedules with amendments; and

WHEREAS, in accordance with the provision of Chapters 121 and 132 of the North Carolina General Statutes, it is agreed that the records do not and will not have further use or specified herein and are authorized to be destroyed or otherwise disposed of by High Point or the City Clerk having official custody of the public records without further reference to or approval of either party to this agreement; and

WHEREAS, it is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason, they may be retained for longer periods; and

WHEREAS, this schedule is to remain in effect from the date of approval by the High Point City Council until such time as it is reviewed and updated by the North Carolina Department of Cultural Resources.

NOW, THEREFORE, BE IT RESOLVED THAT THE HIGH POINT CITY COUNCIL accepts the new Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Government Records Branch dated September 10, 2012.

Adopted by the High Point City Council
This 1st day of October, 2012

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

Application for Appointment To Boards and Commissions

*Please TYPE or PRINT the information requested on this application. **You may attach additional pages and / or your resume if you wish.** All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.*

Name Michael R Fox Sr.

Street Address 520 Shadybrook Rd

City, State, Zip High Point NC 27265

Employer Fox Consulting Inc

Business Address 136 East Parris Ave

Phone: home 336-884-0401 cell 336-442-2134 fax _____

Email mickey@mfox.us.com

Do you live inside the corporate limits of High Point? Yes If not, do you live within High Point's extraterritorial zoning jurisdiction? _____

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

1. Board of Adjustments

2. Budget

3. _____

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application. Please feel free to attach a resume or biographical information.

I have owned an accounting practice in High Point since 1993 working with a 150 corporation client base.

I have served on the Board of Directors for: High Point Habitat for Humanity, High Point Chamber of Commerce and High Point Jail Ministry.

Have you participated in the City Government 101 Course? No Year _____

Have you participated in Leadership High Point? No Year _____

----- RETURN TO: -----

City Clerk, City of High Point, P. O. Box 230, High Point, NC 27261 □ 211 S. Hamilton Street
Phone: 336-883-3536 □ Fax: 336-822-7067