City of High Point

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

Meeting Agenda

Tuesday, September 8, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

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

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Whitley, Chair

Committee Members - Bencini, Douglas, Alexander

090209 **Resolution - Establish Public Hearing - Purchase of Real Estate**

Council is requested to establish the public hearing date of Monday, September 21, 2009 at 5:30 p.m.for the purpose of receiving public comment on financing the purchase of real estate using a lease-purchase contract under GS-160A-20.

090210 **Resolution - Filing of Application to Local Government Commission for Approval of Financing Contract**

Council is requested to authorize staff to make application to the Local Government Commission for approval of a financing contract under GS 160A-20 and establish certain findings of fact.

090211 **Budget Ordinance Amendment - Mass Transit Vehicles and Equipment**

Council is requested to adopt an ordinance amending the 2009-2010 budget ordinance for American Recovery and Reinvestment stimulus funding from the Federal Transit Administration in the amount of $623,500 for the purchase of mass transit vehicles and equipment.

090212 **Contract - Bid No. 03 - Kersey Valley Landfill Phase IV Construction**

Council is requested to approve contract for award of Bid No. 03 for the Kersey Valley Landfill Phase IV construction. Purchasing and Public Services recommend that contract be awarded to Triangle Grading & Paving in the amount of $4,597,517.00 which is the lowest responsible and responsive bidder meeting specifications.

090213 **Contract - Bid No. 10 - Rappelling Tower for Police Department Firing Range**

Council is requested to approve contract awarding Bid No. 10 for a Rappelling Tower for the Police Department Firing Range. Purchasing and the Police Department recommends that contract be awarded to Hamlett Construction, Inc. in the amount of $116,627.00 which is the lowest responsible and responsive bidder meeting specifications.

090214 **Contract - Bid No. 06 - Roof Replacement - High Point Public Library**

Council is requested to approve contract awarding Bid No. 06 for Roof Replacement at the High Point Public Library. Purchasing and the Facility Services Department recommends that contract be awarded to Bon/Tec, Inc. in the amount of $92,600.00 which is the lowest responsible and responsive bidder meeting specifications.

090215 **Contract - Bid No. 18 - Underground Line Truck for Electric Department**

Council is requested to approve contract awarding Bid No. 18 for the purchase of an Underground Line Truck for the Electric Department. Purchasing and Fleet Services recommends that contract be awarded to Piedmont Ford Truck Center in the amount of $184,806.00 which is the lowest responsible and responsive bidder meeting specifications.

090216 **Contract Extension - ElectriCities - Tree Trimming Contract**

Council is requested to approve a contract extension with ElectriCites for services with Asplundh Tree Service providing for treeing trimming services in the amount of $555,000.00. Contract is extended until January 31, 2010 with an option for one more renewal year.

090217 **Contract Extension - Piggyback - City of Concord**

Council is requested to approve a contract extension (piggyback) with the City of Concord for Electric Distribution Crews. Purchasing and the Electric Department recommends that contract be awarded to Pike Electric in the amount of $900,000.00 which is the lowest responsible and responsive bidder meeting specifications.

Pending Items

090050 **Revised Economic Incentive Policy**

Council is requested to adopt a revised economic incentive policy redirecting incentive dollars to the Core City and south High Point.

3/5/2009	**Committee of the Whole**	**referred**	**Committee of the Whole**

PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE -Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

090219 **High Point Ecomonic Development Corporation Appointments/Reappointments**

Council is requested to consider the following appointments to the High Point Economic Development Corporation:

REAPPOINTMENTS:
Ruffin Price of Allstate Ruffin Price Insurance Agency
Annie Tyson Jett of B&C Associates
Ralph Wear of RalphLauren.com / High Point Direct

APPOINTMENTS:
Steve Holcombe of TransTech Pharma to fill the seat currently held by Dr. Adnan Mjalli, also of TransTech Pharma
Phil Fowler of Geneva Corporation / Covington Power Services to fill the seat currently held by Royster Tucker, III, of North State Communications

Appointments will be effective immediately and will expire June 30, 2011.

PUBLIC HEARINGS ON ITEMS

090218 **Public Hearing - Application for HUD Section 108 Loan Guarantee Program**

Tuesday, September 8, 2009 is the date established to receive public comments on the submitting of an application for HUD Section 108 Loan guarantee Program funds and to amend the currently existing Neighborhood Revitalization Strategy Area (NRSA).

ADJOURNMENT

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Strib Boynton, Mayor and Members of City Council

FROM: REM Randy E. McCaslin, Assistant City Manager

SUBJECT: Purchase of Property for JobLink Site

DATE: September 3, 2009

As you are aware from our previous briefings with you, for several months we have been negotiating for the purchase of the property located at 607 Idol Street as a site for a High Point JobLink Center. This site would house the local offices for Workforce Development and other related groups.

We have reached a tentative agreement on a purchase price for this property. However, before proceeding any further, we really need to know if you are prepared and committed to purchasing the property with our costs to be paid leases with Workforce Development and the Employment Security Commission (ESC). Workforce Development is part of the City of Greensboro, and their approval of the lease will also be required, as will be ESC approval.

The amount of the installment purchase will cover not only the initial purchase of the property as well as the necessary renovations to the structure. The installment purchase payments will be covered by leases with Workforce Development and the Employment Security Commission. We will update and review the numbers and related information with you on Tuesday.

If you are prepared to move forward, on Tuesday we need to schedule a public hearing for September 21, 2009 as part of the process of obtaining November approval of the Local Government Commission (LGC). Jeff Moore has attached a related memorandum for your information.

If you have any questions, please do not hesitate to contact me.

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

August 29, 2009

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Agenda items for Council-Work Force Development Property Financing

Please place the following items for City Council's consideration at their September 8, 2009, City Council meeting:

At City Council's meeting of July 20, 2009, the Assistant City Manager Randy McCaslin presented the proposal for the purchase of 607 Idol Street for the Work Force Development site. In the presentation, Council and staff discussed how the cash flows for the project would be provided through sublease agreements and repay the loan over the next 10 years with those lease agreements.

Because the site purchase is being paid for with a lease-purchase agreement, the Local Government Commission has established several administrative regulations that we must follow.

1. One of these steps is the requirement that the City establishes and hold a public hearing on the proposal. Staff will be finalizing the necessary paperwork and information to be presented to City Council in the next several weeks. However, because of the timing of City Council's meeting dates and the required public notification period, staff respectfully requests that City Council schedule a public hearing at its September 8, 2009, meeting to be established for the purpose of the purchase of real estate being financed with a lease borrowing as permitted by G.S. 160A-20 at 5:30pm on Monday, September 21, 2009 in City Council Chambers.
2. Staff requests the attached Resolution authorizing the City Manager and Financial Services Director to make application to the Local Government Commission be approved.

I will be available to answer any questions if needed.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

NOTICE OF PUBLIC HEARING

The High Point City Council will hold a public hearing on Monday, September 21, 2009 at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street pursuant to NC General Statute 160A-20 for the consideration of financing, including improvements to City-owned real estate, the property at 607 Idol Street.

To be published once on Thursday September 10, 2009.

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: August 13, 2009

TO: Randy McCaslin, Assistant City Manager

FROM: Gary L. Smith, Director of Fleet Services   Gary L. Smith

SUBJECT: Agenda Item – Underground Electric Truck

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

Acceptance of quote submitted by Piedmont Ford Truck for one (1) Underground Electric Truck at a price of $186,806 per Bid # 18-090408. This truck is used by the Electric Department to install lines and other duties in maintaining the electric infrastructure. This will replace a 1997 Ford F800 model line truck that has been in service well past its recommended useful life per the manufacturer and is not cost effective to repair.

This is a piggyback purchase from bids that were opened last year. We recommended the third lowest bidder after meeting with the body manufacturer (MAP Enterprises) Due to the complexity in this type of truck MAP Enterprises (MAP) recommended the International and Ford chassis. We have trucks in service now with this electric body using both the International and Ford chassis. MAP has limited experience with the GMC chassis and is reluctant to install the electric body on a GMC chassis. MAP will install the body to the truck chassis and is responsible for the performance of the completed unit. The truck must have the appropriate wiring and connections must be able to easily accommodate the body provided by MAP, otherwise it can become a maintenance issue for both MAP and the City of High Point. The low bidder and the second lowest bidder both submitted quotes with the GMC chassis and as a result, we recommended the third lowest bidder Piedmont Ford. The delivery time was listed as 365 days, but the last unit was delivered in less than 150 days. Piedmont Ford quoted 365 in order to cover any unanticipated delays from MAP Enterprises.

Manufacturer and Model Bid: 2010 Ford F750 with Electric Body from MAP Enterprises
Unit Price: $184,806

Funding for this equipment will come from the following account:
501271-532401 $184,806

BID INFORMATION AND RECOMMENDATION

BID #: 18-090408 **DATE OPENED:** 09/04/08

DESCRIPTION: Underground Line Truck for Electric Department

BID PACKAGES DISTRIBUTED: 6 **DEPARTMENT:** Electric/Fleet

SOURCE OF FUNDS: 501271-532401 **BUDGETED AMOUNT:** $184,806.00

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 EA	**Line Truck for Electric Department**	**$184,806.00**	**$184,806.00**

PURPOSE: To be used by the Electric Department to maintain and repair underground power lines.

COMMENTS: This unit replaces Vehicle #2025, a 1997 Ford F800 line truck. Bids were accepted for two line trucks. One truck was originally awarded to stay within budgeted funds. Piedmont Ford Truck has agreed to honor this price from the original bid.

BID TABULATION

VENDOR NAME	MAKE & MODEL	PRICE	DELIVERY
VOLVO & GMC TRUCK CENTER 3880 JEFF ADAMS DR. CHARLOTTE, NC 28260	2009 GMC C7500	182,649.08 365,298.16	120-180 Days
TRANSOURCE TRUCK & TRAILER 3700 TRIAD DR. GREENSBORO, NC	2009 GMC C7500	182,854.00 365,708.00	260 Days
PIEDMONT FORD TRUCK P O BOX 18109 GREENSBORO, NC 27419-8109	**2009 Ford F750**	**184,806.00 369,612.00**	**365 Days**
MAP ENTERPRISES INC P O DRAWER 3097 BURLINGTON, NC 27216-3097	2009 International 4300	185,045.00 370,090.00	180-240 Days
TRIAD FREIGHTLINER I-40 & HWY 68 GREENSBORO, NC 27419	2009 Freightliner Z-1068	187,000.00 374,000.00	270-330 Days

The **PURCHASING DEPARTMENT AND FLEET SERVICES DEPARTMENT** recommend that the contract for one (1) **UNDERGROUND LINE TRUCK FOR THE ELECTRIC DEPARTMENT** be awarded to **PIEDMONT FORD TRUCK CENTER,** the lowest responsible and responsive bidder best meeting the requirements of the City, for the total amount of **$184,806.00.**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton

Strib Boynton, CITY MANAGER

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: September 1, 2009

TO: Pat Pate, Asst. City Manager

FROM: W. Chris Thompson, PE, Director of Public Services W. Chris Thompson

SUBJECT: Agenda Item - Kersey Valley MSW Landfill - Phase 4

Bids were received on August 19, 2009 for the construction of Phase 4 of the Kersey Valley MSW Landfill. This phase will be the first on the east side of Kersey Valley Road. The construction of this phase is to be completed within 270 calendar days.

Phase 3, currently in operation is expected to provide disposal capacity for approximately 12-18 more months, thus it is imperative to begin the new Phase 4 work soon.

The twelve bids received have been reviewed by our consultant, Richardson Smith Gardner & Associates and it is recommended that the City Council approve the low responsive bid from Triangle Grading and Paving in the amount of $4,597,517.00. The engineer's estimate for the project was $5,482,636.

Please place this item on the Council agenda for consideration and approval next Monday. I will be present with staff for any questions.

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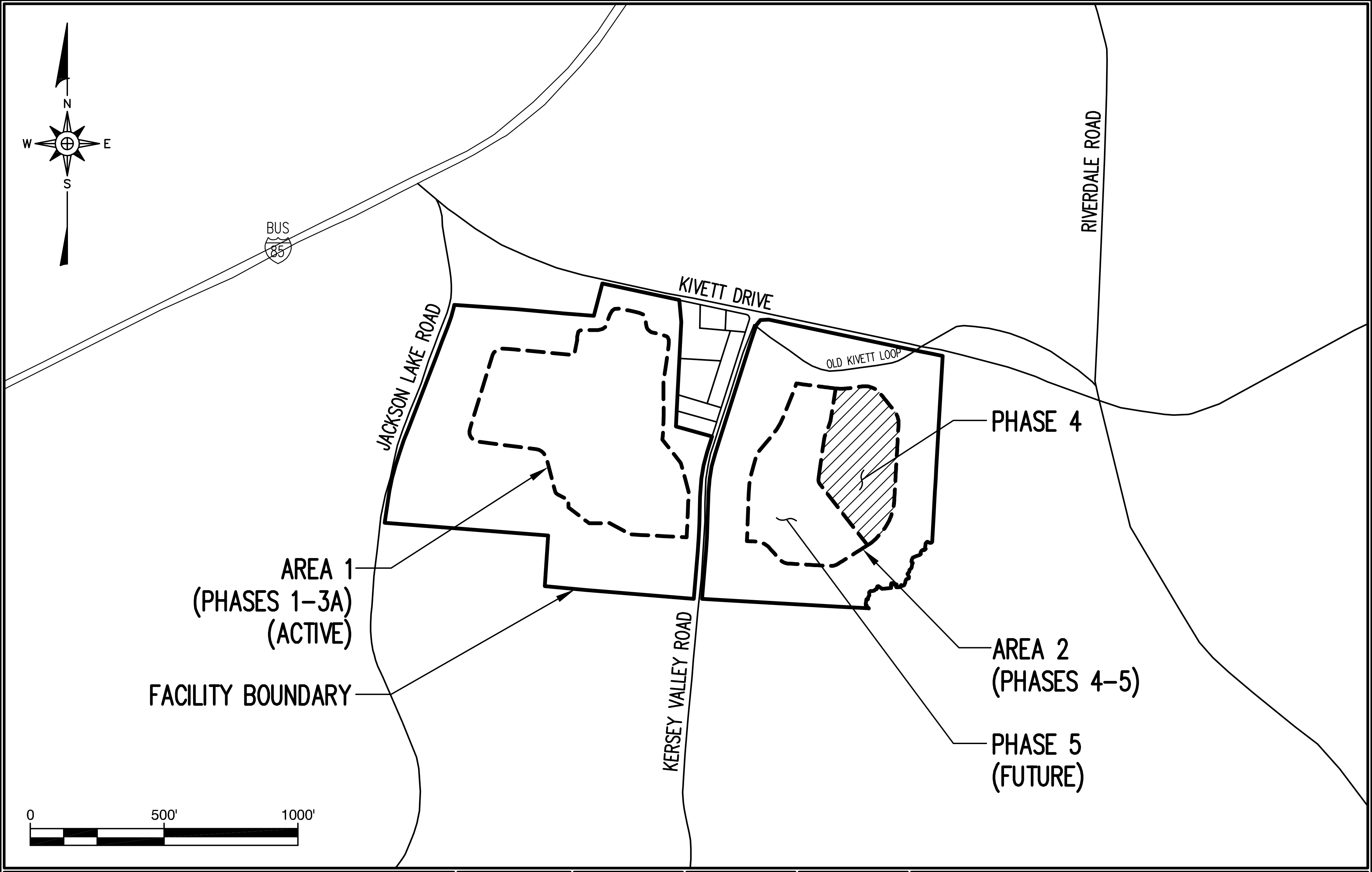


CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES KERSEY VALLEY MSW LANDFILL SITE LOCATION MAP	DRAWN BY: C.T.J.	CHECKED BY: P.K.S.	SCALE: AS SHOWN	FIGURE NO. 1
	DATE: Sep. 2009	PROJECT NO. HPOINT 08-2	FILE NAME HP-A0287	

RICHARDSON SMITH GARDNER
& ASSOCIATES
14 N. Boylan Ave.
Raleigh, N.C. 27603
NC LIC. NO. C-0828 (Engineering)
www.rsgengineers.com
ph: 919-828-0577
fax: 919-828-3899

BID INFORMATION AND RECOMMENDATION

BID # 03-081909 **DATE OPENED:** August 19, 2009

DESCRIPTION: Kersey Valley Landfill-Phase IV Construction

BID PACKAGES DISTRIBUTED: 26 **DEPARTMENT:** Public Services

SOURCE OF FUNDS: 661749-533701-661001050001-40201 **BUDGETED AMOUNT:** $6,746,000.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Kersey Valley Landfill-Phase IV Construction**	**$4,597,517.00**	**$4,597,517.00**

PURPOSE: This phase will be the first on the east side of Kersey Valley Road. The construction of this phase is to be completed within 270 calendar days. Phase 3, currently in operation is expected to provide disposal capacity for approximately 12-18 more months, thus it is imperative to begin the new Phase 4 work soon.

BID TABULATION

BIDDER	BID PRICE
Triangle Grading & Paving Inc.	$4,597,517.00*
D.H. Griffin Infrastructure LLC	$5,033,861.00
Shamrock Environmental Corp.	$5,185,374.00
Hunter Construction Group Inc.	$5,189,909.00
Sargent Corp.	$5,196,728.75
Blythe Construction Inc.	$5,239,300.50
Thalle Construction Co.	$5,378,303.50
T&K Construction LLC	$5,625,334.00
Glover Construction Co. Inc.	$5,637,085.00
Clary Hood Inc.	$5,794,709.00
Virginia Carolina Paving	$5,884,112.30*
Phillips & Jordan Inc.	$7,202,668.00

* Correction made for mathematical error in written bid amount.

The **PURCHASING DEPARTMENT AND PUBLIC SERVICES DEPARTMENT** recommend that the contract for **KERSEY VALLEY LANDFILL-PHASE IV CONSTRUCTION** be awarded to **TRIANGLE GRADING & PAVING**, the lowest responsible and responsive bidder meeting specifications, in the amount of **$4,597,517.00**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton

Strib Boynton, CITY MANAGER

COMMUNITY DEVELOPMENT & HOUSING

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: **September 2, 2009**

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Public Hearing

RE: Application for HUD Section 108 Loan Guarantee Program

The Section 108 Loan Guarantee Program is a HUD financing source that allows entitlement cities to secure federal loans large enough to pursue physical and economic revitalization projects. Under this program, the city is eligible to seek five times its current allocation ($781,527) to obtain a loan of approximately $ 3.9 million. Staff proposes to utilize section 108 loan proceeds to leverage private funding from local banking institutions to create and maintain a Small Business Loan Pool totaling approximately $9.7 million.

The objective of the small business loan pool will be to create and/or retain permanent jobs by encouraging re-investment in the core-city area by new and existing small businesses. At least 51% of the total jobs created or retained must be made available to low and moderate-income persons residing in the City of High Point. At a minimum, one full-time job must be created or retained for each $50,000 of federal funds loaned through the Small Business Loan Pool. A job must be maintained for one year to be considered permanent. All applications will require approval by the city and the banks before funds are released. Each loan will reflect a split of 60% (banks) to 40% (city).

Staff has reached a tentative with three local lenders to participate in the loan pool. A loan participation agreement that defines how the small business loan pool will function is currently under review by the banks; a copy of the draft agreement is attached. Finalization of the agreement is anticipated in the near future and should be in place when the HUD funds are approved.

Additionally as part of the Section 108 application process, staff proposes to expand the current Neighborhood Revitalization Strategy Area (NRSA) to encompass mixed use centers located in Washington Drive, West End and East Central. NRSA designation allows more flexible use of CDBG funds to promote comprehensive revitalization strategies and will prove useful for future revitalization efforts in the core-city if more CDBG funds become available.

Staff seeks Council approval to submit an application for HUD Section 108 Loan Guarantee Program funds and to amend the currently existing Neighborhood Revitalization Strategy Area (NRSA). A request to amend to 2009-'10 annual action plan will b

DRAFT

CITY OF HIGH POINT
CORE CITY LOAN PARTICIPATION AGREEMENT

THIS LOAN PARTICIPATION AGREEMENT (hereinafter the "Agreement") effective from **July 1, 2009** to **June 30, 2010** by and between the City of High Point and the following local banks (herein collectively referred to as the "Lenders"):

X Bank
X Bank
X Bank

WITNESSETH:

WHEREAS, the Lenders are vitally interested in maintaining and improving the Core City Area of the City of High Point, North Carolina (the City); and

WHEREAS, each participating Lender has agreed to commit pro rata to a loan pool of up to (final amount to be determined) and the City has agreed to commit available funding up to (final amount to be determined) for a total loan pool of (final amount to be determined) annually with a total outstanding maximum of $9,000,000 for the maintenance and improvement of the Core City Area of the City pursuant to the terms and conditions of this Agreement. Each loan will consist of 40% from the City and 60% from the participating Lenders; and

WHEREAS, the participating Lenders desire to formalize their understandings and agreements relating to the loan pool in the form of this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants and conditions of this Agreement, and for other good and valuable considerations, the parties hereto mutually agree as follows:

<u>ARTICLE I</u>
<u>Definitions</u>

For purposes of this Agreement, the following definitions shall apply:

<u>Section 1.01:</u> The *Core City Area* shall mean that area specified and defined in the High Point Core-City Plan.

<u>Section 1.02:</u> *Eligible Borrower* shall mean:

(a) a person, firm, partnership, LLC, or corporation, or combination thereof, with requisite legal capacity to own property and to make and perform contracts in North Carolina; and who or which

(b) is at the time of Loan closing the owner of a Qualifying Property; and who or which

(c) is not a "related person" as defined in Section 103(b)(6)(C) and (9b)(13) of the Internal Revenue Code to any of the Lenders.

Section 1.03: *Qualifying Property* shall mean a proposed or presently existing building and land, auxiliary buildings, improvements (including trade fixtures), fixtures and building equipment associated therewith, that:

(a) is or will be located in the Core City Area ;

(b) is or will be owner occupied prior to application with such leases subject to review and approval by Loan Committee;

(c) is or will be used by the Borrower for a lawful commercial purpose; and

(d) conforms or will conform to the requirements of all applicable laws, ordinances, regulations, restrictions, and orders of any governmental or quasi-governmental authority having jurisdiction, including conditions imposed by an applicable land use or redevelopment plan, zoning ordinance, building code or historic property designation, and to all restrictive covenants affecting the property.

Section 1.04: *Permitted Expenditures* shall mean all costs associated with or attributable to Qualifying Property and property: (a) incurred by the Borrower after the issuance of a formal commitment for a Loan for the acquisition, construction, enlargement, repair, reconstruction, reconditioning or rehabilitation of a Qualifying Property; and (b) chargeable to a capital account under generally accepted accounting principles and subject to the allowance for depreciation under Section 167 of the U.S. Internal Revenue Code or incurred in acquiring or improving land, such as the cost of :

(i) land, existing structures, labor and materials;
(ii) architectural, engineering, and legal services, including the cost of surveys, estimates, plans, and specifications and supervision;
(iii) bonds, permits, and loan closing costs;
(iv) interest incurred and paid during the period of construction or rehabilitation; and
(v) landscaping

By contrast and by way of example, without limitation, Loan proceeds may not be used to (i) provide working capital, (ii) finance inventory or (iii) refinance an existing loan (except as permitted pursuant to paragraph 3.04 hereof).

Section 1.05: *Servicing Agent* shall mean xxx.

Section 1.06: *Loan* shall mean a loan made pursuant to the terms of this Agreement.

Section 1.07: *Loan Committee* shall mean a committee composed of xx bank representatives and one (1) representative of the City. A quorum shall consist of a majority of the x banks and one (1) representative of the City.

Section 1.08: *Loan Pool* shall mean those funds available to fund a Loan or Loans hereunder up to $1,500,000 per annum, with a maximum total outstanding up to $9,000,000.

ARTICLE II
Borrower Qualifications

Section 2.01 *Requirement:* Loans shall only be made to Eligible Borrowers who or which meet all the requirements of this Agreement.

Section 2.02 *Credit Worthiness:* An Eligible Borrower must be "Credit Worthy" and shall be deemed "Credit Worthy" only if the Borrower has established to the reasonable satisfaction of the Loan Committee that the Borrower is able and likely to repay the Loan, if made, in accordance with its terms.

The Loan Committee shall base its determination on all relevant and apparently reliable credit information submitted or obtained with respect to the Borrower's application, which information may include, but is not limited to, the following:

(a) financial statements (balance sheets and operating statements) of the Borrower (and any proposed guarantors, principals with 25% or more ownership, endorsers or sureties) for at least the three (3) most recent fiscal years, plus such interim statements as have been prepared, all certified by the Borrower (and any proposed guarantors, principals, endorsers or sureties) to be accurate and complete;

(b) standard factual data reports from any credit reporting agency reasonably acceptable to the Loan Committee;

(c) pro forma financial statements for the first three years of operation;

(d) terms of leases for all or portions of the Qualifying Property and evidence of the financial condition of the lessees; and

(e) copies of signed tax returns of the Borrower for the three (3) most recent years.

In determining the Credit Worthiness of a Borrower, the Loan Committee shall take into account sound business and underwriting principles. At a minimum, the projected net cash flow from the Qualifying Property or the business operated therein by the Borrower must be sufficient to make the payments required by the Loan and to satisfy the Borrower's other financial obligations as they mature. No Borrower shall be determined to be Credit Worthy unless so determined by the Loan Committee.

ARTICLE III
Use of Loan Proceeds

Section 3.01 *Requirement:* The proceeds of a Loan shall be used only to satisfy or to reimburse the Borrower for Permitted Expenditures incurred in connection with a Qualifying Property.

Section 3.02 *Intended Purpose:* Each Borrower shall be required to provide an Affidavit to the Loan Committee as part of the application process, which Affidavit states the purpose or intended purpose for which the Qualifying Property is to be used, and to agree to use it for no other purpose without the written consent of the Loan Committee.

Section 3.03 *Expenditure Period:* Anything herein to the contrary notwithstanding, the Loan Committee must formally approve each Loan application before the Borrower acquires the Qualifying Property (if such acquisition is to be financed by the Loan) and/or before the Borrower commences construction (in connection with any construction, enlargement, repair, reconstruction or rehabilitation of the Qualifying Property to be financed with the Loan). The Loan Committee and/or Servicing Agent shall use its best efforts to advise each Borrower of the requirements of this Section 3.03 in a timely manner.

Section 3.04 *Retiring Interim Financing:* The proceeds of a Loan may be used to retire an interim or construction loan (and payments made for that purpose shall be deemed "Permitted Expenditures") provided that:

(a) the proceeds of the interim or construction loan were used to pay costs that otherwise constitute Permitted Expenditures incurred in connection with a Qualifying Property; and

(b) the Loan Committee formally approved the Loan application of the Borrower before the Borrower acquired the property (if such acquisition was financed with the proceeds of the interim loan to be refinanced with a Loan) or before the Borrower commenced construction (in connection with any construction, enlargement, repair, reconstruction or rehabilitation financed with the proceeds of the interim loan to be refinanced with a Loan).

ARTICLE IV
Loan Terms

Section 4.01 *Requirement:* Each Loan shall be evidenced by two promissory notes, one of which shall evidence sixty percent (60%) of the Loan and be payable to the Servicing Agent for the benefit of the Lenders, and the second of which shall evidence the remaining forty percent (40%) of the Loan payable to the Servicing Agent for the benefit of the City. The same collateral will secure both notes for each Loan on a pro rata basis.

Each Loan shall be made subject to the terms, conditions, and limitations set forth in paragraphs 4.02 through 4.08 hereof.

Section 4.02 *Loan Amount:* The maximum amount of any Loan shall be $300,000. No loans of less than $50,000 shall be made without the unanimous agreement of all members of the Loan Committee. It is a program requirement that for each $50,000 loaned to the borrower, the borrower must create and/or retain one full-time job for a low to moderate-income person. Loans exceeding

$300,000, defined as "special projects", shall be considered by the Loan Committee and must have the affirmative vote of all members of the Loan Committee.

<u>Section 4.03</u> *Interest:* The note evidencing the Lender's sixty percent (60%) share of the Loan amount shall bear interest at the Prime Rate as established and announced by the Servicing Agent. That rate may change from time to time, adjusted on the date of each such change, and with interest calculated on the outstanding principal balance on the basis of the actual number of days elapsed over a 360-day year.

The note evidencing the City's forty percent (40%) share of the Loan amount shall bear interest at a rate equal to the rate established by the Servicing Agent less 1% per annum calculated on the outstanding principal balance on the basis of the actual number of days elapsed over a 360-day year.

From the date of any event of default on a Loan, the Loan Committee may elect, in its sole discretion, to charge a default rate of interest equal to the Prime Rate plus three percent (3%) per annum on both notes.

<u>Section 4.04</u> *Payments:* The principal and interest amount of each note evidencing each Loan shall be payable in monthly installments calculated pursuant to an amortization period not to exceed fifteen (15) years, adjusted to the useful life of the improvements as determined by the Loan Committee. Longer amortization schedules may be approved at the discretion of the loan committee.

Payments shall be due and payable on the payment date as determined by the Servicing Agent. Payments made 15 or more days after the due date will incur a late charge of four percent (4%) of the payment amount.

<u>Section 4.05</u> *Security:* All Loans shall be secured by a first, or with the consent of the Loan Committee, a second lien upon and security interest in the Qualifying Property granted by the Borrower to the Servicing Agent for the benefit of all Lenders. The Borrower shall be required to execute a deed of trust, security agreement, assignment of leases, rents, and profits and other customary security documents in form customarily used for loans of that type by the Servicing Agent. The Loan Committee shall determine the adequacy of the collateral for each Loan.

<u>Section 4.06</u> *Prepayment:* Any Loan may be prepaid in whole or in part at any time without penalty.

<u>Section 4.07</u> *Financing Costs and Prepaid Expenses:* To the extent not prohibited by applicable law, each Borrower will be required to pay reasonable and necessary costs of Servicing Agent and Lenders associated with the Loan which could include, but are not limited to, credit reports, appraisals, title insurance, legal services, surveying, recording, inspecting, and notary fees. Each Borrower will also be required to prepay hazard insurance premiums and other expenses customary in similar transactions.

<u>Section 4.08</u> *Closing Conditions:* The closing of each Loan shall be subject to other customary conditions and such special conditions as may be imposed by the Loan Committee and Servicing Agent.

<u>ARTICLE V</u>
<u>Applications</u>

Section 5.01 *Filing:* Applications for a Loan may be submitted to the City of High Point, which shall transmit such applications to the Loan Committee. The Loan Committee will make all decisions regarding this application.

Each applicant shall provide such information as would be required for a conventional, permanent, commercial, mortgage loan application, including the information necessary to determine whether the Borrower is Eligible and Credit Worthy and whether the proposed Loan would be for Permitted Expenditures in connection with a Qualifying Property. In order to be considered complete, copies or other satisfactory evidence of the following must accompany an application:

(a) that the proposed project is or concerns the Qualifying Property and the Affidavit described in Section 3.02;

(b) list of the work items that the Borrower proposes to accomplish with the required assistance of a licensed general contractor, together with a reasonable estimate of the Permitted Expenditures that the Borrower intends to fund with the proceeds of the Loan;

(c) plans and specifications, in form and detail sufficient for submission for a building permit review, prepared by a qualified builder or design professional;

(d) an appraisal, at the committee's discretion, of the Qualifying Property based on its value as improved in accordance with the work referred to above, prepared by a qualified appraiser approved by the Loan Committee as defined in paragraph 9.03 hereof;

(e) the financial statements and credit information required under Section 2.02 hereof; and

(f) copies of any existing mortgages, deeds of trust or other documents evidencing a lien or encumbrance upon the property, together with a statement of the outstanding balances thereof.

Section 5.02 *Processing:* Each application and all information submitted or obtained in connection therewith shall be fully assembled and package by the City of High Point for presentation to the Loan Committee. All applications materials shall become the property of the City of High Point.

ARTICLE VI
Commitment

Section 6.01 *Approval and Issuance:* If the Loan Committee approves and duly authorizes the issuance of a Commitment based on a Borrower's application and Loan submission package, the Servicing Agent on behalf of the Lenders shall promptly issue a Commitment to the Borrower stating the conditions and terms of the Loan. A Commitment Letter substantially in the form attached hereto as Exhibit "A" shall properly document all such Commitments. The Commitment shall be open for acceptance by the Borrower for thirty (30) days. If the Loan Committee does not approve an application, the Loan Committee shall communicate that determination to the Borrower.

ARTICLE VII
Closing Conditions

Section 7.01 *Closing:* The Servicing Agent shall issue to the Borrower at an appropriate time after acceptance of each Commitment, instructions for closing the Loan. The closing instructions shall be in customary form reasonably acceptable to the Lenders. Each Loan will be closed, by an attorney approved by the Loan Committee, within sixty (60) days of acceptance of the Commitment. All attorney and other fees related to each Loan shall be paid by the Borrower and not from proceeds of the Loan.

Section 7.02 *Documents:* Documents required to be delivered to the Servicing Agent at or before the time of closing each Loan may include:

(a) a promissory note, deed of trust, security agreement, assignment of leases, rents and profits, and financing statements (UCC-1 and 2) which shall have been duly completed, signed, and acknowledged by each Borrower and any required endorsers, guarantors or the like;

(b) other customary closing documents, such as a physical survey and surveyor's report (if appropriate), title binder or title insurance, copies of any applicable restrictions, easements or other permitted encumbrances, policy or certificate of fire insurance with extended coverage (containing a standard long form mortgagee endorsement in favor of the Servicing Agent and its successors and assigns), settlement and disclosure statements, tax information forms, flood plain certificate, and evidence of prepayment of hazard insurance premium (at least one year), none of which documents shall disclose material information that is inconsistent with the closing instructions or the requirements of the Commitment;

(c) an acceptable (as determined by the Loan Committee) environmental audit report, if required;

(d) a certificate of completion of the repairs, reconstruction, improvement or rehabilitation work upon which the appraisal and commitment were based, evidencing completion thereof in accordance with the approved plans and specifications or other description of the work and in accordance with all applicable building codes, zoning ordinances, redevelopment plans, historic district requirements and other applicable governmental requirements, signed by an inspector approved by the City of High Point and reasonably to the Lenders;

(e) a certificate of occupancy, if necessary, issued by the appropriate official of the City of High Point;

(f) if a deed of trust given to secure the Loan is subordinate to a prior deed of trust, a request for copies of notice of sale conforming to the requirements of N.C. General Statute Section 45-21.17;

(g) sealed plans from a professional engineer (if appropriate); and

(h) such other documents as may be required by the Loan Committee or its counsel.

The Loan Committee has the authority to approve and use any and all documents, and to waive any requirement in any Loan Commitment.

ARTICLE VIII
Funding of Loan

Section 8.01 *Loan Participation Certificates:* Immediately following the execution of all closing documents required under a Loan Commitment or Commitments, the Servicing Agent shall sell to each Lender a pro rata (defined as an equal portion of the 60% Bank Note) participation interest in the Bank Note, and any security interest for the Loan. Loan Participation Certificates attached hereto as Exhibits "B" and "C" shall properly document all such participation. Each Lender shall immediately upon receipt of its Loan Participation Certificate, pay to the Servicing Agent its pro rata share of each Loan. The City shall pay upon receipt of a Loan Participation Certificate, 100% of the amount of the City Note.

Section 8.02 *Ownership of Loans:* Upon each Lender's payment of its pro rata share in a Loan or pool of Loans, each Lender shall immediately become vested, to the extent of its pro rata share, with equity ownership of each Loan or pool of Loans, each promissory note, both Bank Note and City Note, evidencing such a Loan, each deed of trust securing each Loan, each security agreement securing a Loan, and all other documents evidencing, securing or governing such Loan (collectively referred to in this Agreement as the "Loan Documents"). The Servicing Agent shall hold legal title to the Loan Documents governing and evidencing each Loan as Agent for the Lenders who hold participation interests in such Loan.

Section 8.03 *Interest from Funding by Each Lender:* If the Servicing Agent shall fund any Loan after the issuance of a Commitment and prior to any Lender or Lenders simultaneous funding of its or their pro rata share of such Loan, then Servicing Agent shall be entitled to the interest on all amounts funded by Servicing Agent until Servicing Agent has received such Lenders pro rata share of the Loan advance.

ARTICLE IX
Administration and Servicing

Section 9.01 *Servicing Agent:* The Lenders have agreed for x bank (X Bank to be determined) to serve as the "Servicing Agent" in the performance of all customary loan origination and servicing functions.

In addition, the Lenders have agreed for x bank, upon completion of conducting its standard credit analysis of each applicant, to recommend whether a loan committee meeting is warranted. If the credit history, cash flow or other related information justifies an immediate denial prior to scheduling a loan committee meeting, then the Lenders and the City authorize X Bank to make such a recommendation; however, upon the request of any Lender or the City, a loan committee meeting can be scheduled regardless of the recommendation.

Section 9.02 *Representation and Warranties of Servicing Agent:* As of the date each Loan is closed, the Servicing Agent represents and warrants to each Lender with respect to the Lender's purchase of a participation interest in such Loan that:

(a) to the best of the Servicing Agent's knowledge, the Loan was made by the Servicing Agent for the Lenders pursuant to and in compliance with all applicable federal and state laws, rules, and regulations, and in accordance with the closing instructions and the Commitment.

(b) the Servicing Agent has in its possession the original of (i) Borrower's Loan application, (ii) the notes and deed of trust, (iii) an appraisal of the real property and improvements (the Property) covered by the deed of trust, (iv) a lender's title insurance policy in an amount not less than the face value of the notes insuring that the deed of trust is the proper lien of record against the Property, and (v) a security agreement covering such other collateral pledged to secure the Loan.

(c) all of the collateral which the Servicing Agent holds or which may hereafter come into possession as collateral security for a Loan shall be held by the Servicing Agent in its own name for the pro rata benefit of the Servicing Agent and all other Lenders. However, the other Lenders shall have no interest in any property taken as collateral security for any other loan or loans made to the Borrower by the Servicing Agent.

(d) the Servicing Agent will remit to each Lender its participation interest in the payments (to the extent the Servicing Agent actually receives such payments) in each calendar quarter. Such remittances to each Lender shall be net of any expenses of the Servicing Agent described in Section 9.09 hereof in immediately available funds to the account of each Lender as specified by each Lender to the Servicing Agent from time to time.

Section 9.03 *Loan Committee:* The Loan Committee shall make all decisions with respect to Loans. Unless otherwise specifically stated herein to the contrary, all actions of the Loan Committee shall require a unanimous affirmative vote of the Bankers and one (1) representative of the City of High Point. Actions of the Loan Committee taken in accordance with this Agreement shall bind all of the Lenders notwithstanding the fact that a particular Lender's representative may not have voted to take the action. If a Borrower defaults under the terms of any Loan Document, the Loan Committee shall make all decisions regarding enforcing legal remedies. For the purposes of enforcing these remedies only, the Loan Committee shall require the affirmative vote of all of the bankers and one (1) representative of the City.

Section 9.04 *Loan Documentation:* The form of all Loan Documents shall be subject to approval by the Loan Committee. Unless otherwise approved by the Loan Committee, all Loan Documents shall be those customarily used for similar loans by the Servicing Agent in its lending activities. The Servicing Agent shall maintain complete records regarding each Loan.

Section 9.05 *Possession of Loan Documents:* The Servicing Agent shall hold in its possession the original promissory notes and all other Loan Documents. Copies of all Loan Documents shall be made available to each Lender. All Loan Documents shall be available at the Servicing Agent's principle office in High Point for inspections by each Lender and its representatives, including any federal or state regulatory agency having jurisdiction over any Lender. Such inspection should be during normal business hours upon the giving of prior reasonable notice to the Servicing Agent at such High Point office.

Section 9.06 *Credit Analysis:* Each Lender confirms that it will, through the Loan Committee, conduct its evaluation of the Credit Worthiness of each Borrower. The actions of the Loan Committee shall constitute the actions of the Lenders.

Section 9.07 *Annual Review:* On an annual basis, the Loan Committee will meet to update the participation agreement and conduct a review of all outstanding loans.

Section 9.08 *Default:* In the event of any default and acceleration of any Loan, including any interim or construction loan, the decision as to what, if any, legal remedies will be pursued by the Servicing Agent on behalf of the Lenders shall be made by the Loan Committee. Any expenses including reasonable attorney fees incurred by the Servicing Agent in collecting any sums due under any Loan including any interim or construction loan shall be born pro rata by the Lenders.

In addition, if in the case of default, liquidation of the collateral or guarantor assets are required, it is understood that the money recovered from said liquidation shall be first applied to the note balance of the Lender's participation in said Loan, with the remaining money applied to the note balance of the City's note. In no event, in the case of default, will any monies collected be applied to the City's participation on the Loan before the Lender's participation in said Loan is paid in full.

Section 9.09 *Servicing and Collection Costs:* The Servicing Agent will receive as compensation for the performance of said services a monthly fee equal to one percent (1%) per annum of the outstanding principal balance of the City's notes in the Loan Pool. This fee shall be deducted from the interest forwarded to the City as done on a quarterly basis.

In addition, each participating Lender will upon demand by the Servicing Agent, reimburse the Servicing Agent to the extent of such Lender's pro rata participation in the Loan, for any and all costs, expenses and disbursements which may be incurred by the Servicing Agent in connection with the Loan and any action which may be taken by the Servicing Agent to collect the same, for which the Servicing Agent is not reimbursed at any time by or on behalf of the Borrower. The Servicing Agent will not expend more than $500 in such fees as described in this Section without the prior approval of the Loan Committee.

ARTICLE X
Miscellaneous

Section 10.01 *Funding:* Each Lender agrees to commit pro rata to a Loan Pool of up to (final amount to be determined) and the City of High Point agrees to commit available funding up to (final amount to be determined) in the Loan Pool for a total loan pool of (final amount to be determined) annually with a total outstanding maximum of $9,000,000 for the maintenance and improvement of the Core City Area of the City pursuant to the terms and conditions of this Agreement.

Section 10.02 *Status:* Neither the execution of this Loan Participation Agreement, nor any agreement to share in profits or losses, arising as a result of this Loan Participation Agreement is intended to be, or shall be construed to be, the formation of a partnership among the Lenders. The responsibilities of the Lenders under this Agreement shall be several, not joint, and each party shall be responsible for only its pro rata share of each advance under any Loan, whether or not any other Lender has failed to perform its obligations hereunder.

Section 10.03 *Communications:* Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by United States First Class Mail, postage prepaid, addressed to the party for whom it is intended.

Section 10.04 *Authority and Responsibility of the Servicing Agent:* Subject to the terms of this Agreement, each of the Lenders irrevocably authorizes X Bank Company to act on its behalf as Servicing Agent and to execute such powers as are reasonably incidental thereto with full power and authority as attorney-in-fact for the Lenders to institute and maintain actions, suits or proceedings for the collections of any Loan or any portion thereof, and to take such other action for the protection of the interests of the Lenders as the Servicing Agent may deem advisable , consistent with this Loan Participation Agreement. Neither the Servicing Agent nor any of its directors, officers, employees or authorized representatives shall be liable to the Lenders for action taken or omitted in the absence of gross negligence or willful misconduct. Servicing Agent shall not be liable for any action taken upon the direction of the Loan Committee with respect to the making, administering or collecting of any Loan or for any action taken pursuant to the advice of legal counsel.

Section 10.05 *Termination:* Notwithstanding that the entire (final amount to be determined) Loan Pool may not have been loaned or committed for Loans, this Agreement and the obligations of the Lenders herein shall terminate June 30, 20xx, evidenced by a writing executed by each; at which time all parties agree to review the Agreement to determine its continuation. Notwithstanding any decision made to terminate this agreement, this Agreement shall continue in full force and effect as to any Loans previously made or committed.

Section 10.06 *Severability:* In the event that any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.07 *Binding Effect:* This Agreement shall be binding only upon each of the Lenders and their successors and assigns upon execution by each party. In the case of mergers among participating banks, or acquisition of a participating bank by a non-participating bank, the commitment of the unmerged bank shall not exceed the original commitment (in terms of funding, costs, and expenses) as determined by the initial pro rata share based on x banks.

Section 10.08 *Controlling Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, may be amended or modified only by an instrument in writing signed by the parties hereto, and shall inure to the benefit of and bind the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing document, under seal, as of the day and year above written.

X Bank Company

By ______________________________

Title ____________________________

ATTEST:

____

Title ________________________
(Corporate Seal)

X Bank

By ______________________________

Title ____________________________

ATTEST:

____

Title ________________________
(Corporate Seal)

X Bank and Trust Company

By ______________________________

Title ____________________________

ATTEST:

____

Title ________________________
(Corporate Seal)

X Bank

By ______________________________

Title ____________________________

ATTEST:

____

Title ______________________________
(Corporate Seal)

X Bank

By ______________________________

Title ______________________________

ATTEST:

____

Title ______________________________
(Corporate Seal)

X Bank

By ______________________________

Title ______________________________

ATTEST:

____

Title ______________________________
(Corporate Seal)

X Bank

By ______________________________

Title ______________________________

ATTEST:

____

Title ______________________________
(Corporate Seal)

The City of High Point, North Carolina

By ______________________________

Title ______________________________

ATTEST:

____

Title _______________________
(Corporate Seal)

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, ____________________, a Notary Public of Guilford County, North Carolina, do hereby certify that __________________ personally appeared before me this day and acknowledged that _he is the _______________ of X Bank Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its __________________, sealed with its corporate seal and attested by ___self as its __________________.
Witness my hand and official stamp or seal, this ____ day of ______________, 2009.

My Commission Expires: ____________________ ________________________
Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, _____________________, a Notary Public of Guilford County, North Carolina, do hereby certify that _____________________ personally appeared before me this day and acknowledged that _he is the _________________ of X Bank, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ___________________, sealed with its corporate seal, and attested by ___self as its _____________________.
Witness my hand and official stamp or seal, this _____ day of ______________, 2009.

My Commission Expires: ____________________ ________________________
Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, _____________________, a Notary Public of Guilford County, North Carolina, do hereby certify that ______________________ personally appeared before me this day and acknowledged that _he is the __________________ of First Citizens Bank and Trust Company, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _______________________, sealed with its corporate seal, and attested by ___self as its ________________________.
Witness my hand and official stamp or seal, this _____ day of ______________, 2009.

My Commission Expires: ____________________ ________________________
Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, ____________________, a Notary Public of Guilford County, North Carolina, do hereby certify that ______________________ personally appeared before me this day and acknowledged that _he is the __________________ of X Bank, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ______________________, sealed with its corporate seal, and attested by ___self as its ___________________________.
Witness my hand and official stamp or seal, this _____ day of ______________, 2009.

My Commission Expires: ____________________ ________________________
Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, __________________, a Notary Public of Guilford County, North Carolina, do hereby certify that ____________________ personally appeared before me this day and acknowledged that _he is the ___________________ of X Bank, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ____________________, sealed with its corporate seal, and attested by ___self as its ___________________________.
Witness my hand and official stamp or seal, this _____ day of ________________, 2009.

My Commission Expires: _____________________ ______________________
Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, ___________________, a Notary Public of Guilford County, North Carolina, do hereby certify that __________________ personally appeared before me this day and acknowledged that _he is the ____________________ of X Bank, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ______________________, sealed with its corporate seal, and attested by ___self as its ________________________.
Witness my hand and official stamp or seal, this ___ day of ________________, 2009.

My Commission Expires: ___________________ ___________________________

Notary Public

Seal-Stamp

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, ______________________, a Notary Public of Guilford County, North Carolina, do hereby certify that ________________ personally appeared before me this day and acknowledged that _he is the ____________________ of X Bank a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ___________________, sealed with its corporate seal, and attested by ___self as its _____________________.
Witness my hand and official stamp or seal, this ____ day of _______________, 2009.

My Commission Expires: ______________________ ___________________________
Notary Public

Seal-Stamp

DRAFT

STATE OF NORTH CAROLINA, COUNTY OF GUILFORD
I, ________________________, a Notary Public for said County and State, do hereby certify that ______________________ personally appeared before me this day and acknowledged that she is the DEPUTY CITY CLERK for the CITY OF HIGH POINT, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of High Point, the foregoing instrument was signed in its name by its MAYOR, ___________________________, sealed with its corporate seal and attested by ____________________________ as its DEPUTY CITY CLERK.
Witness my hand and official seal, this ____ day of __________________, 2009.

My Commission Expires: _____________________ ___________________________
Notary Public

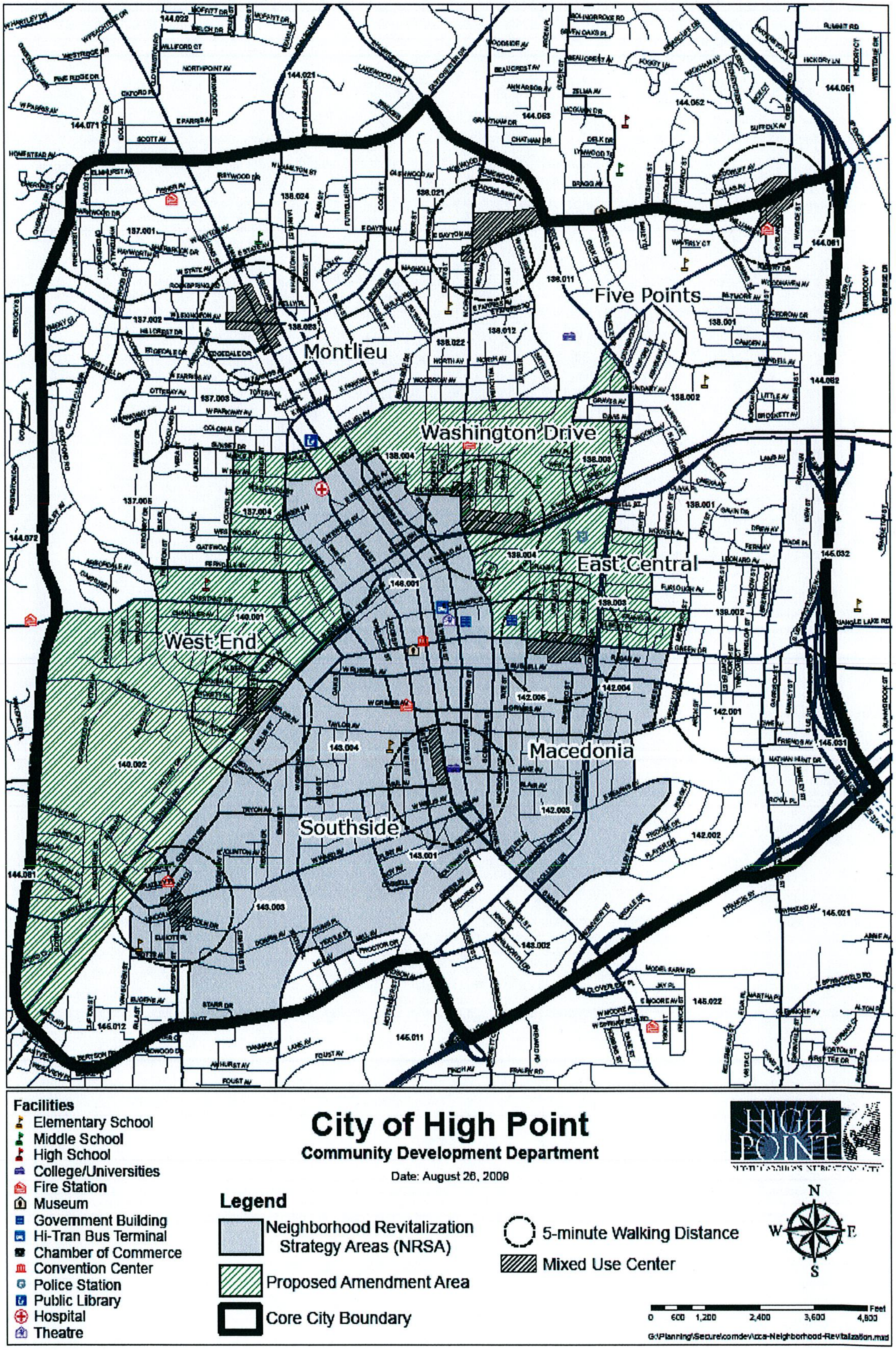
(Official Seal)

The foregoing Certificate(s) of ____

____

are certified to be correct. This instrument and this certificate are duly registered at the date and time in the Book and Page shown on the first page hereof. JEFF L. THIGPEN, REGISTER OF DEEDS FOR GUILFORD COUNTY, By
_______________________ Deputy/Assistant - Register of Deeds

NEIGHBORHOOD REVITALIZATION STRATEGY AREAS



Department of Electric Utilities

Administration Division

September 2, 2009

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Pike Electric Contract

I am recommending that the City of High Point continue piggybacking using the City of Concord contract for Pike Electric Company. I am requesting the City to extend this contract for an additional year which is the second extension of five allowed extensions. There is a 2% annual price adjustment as allowed by the contract. The City of Concord approved the contract November 9, 2006

The amount, $1,050,000, has been budgeted for this year. Pike Electric has been providing exceptional service for many years and I have no problem with the extension.

Please review this contract and let me know if you have any concerns in connection with this contract.

cc: file
Bob Martin
Jeff Moore
Sherry Smith
Larry Hopkins

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

BID INFORMATION AND RECOMMENDATION

BID # Contract Extension - Piggyback – City of Concord **DATE OPENED:** 10/10/06

DESCRIPTION: Electric Distribution Crews

BID PACKAGES DISTRIBUTED: N/A **DEPARTMENT:** Electric Department

SOURCE OF FUNDS: 631795-527201 **BUDGETED AMOUNT:** $1,050,000

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Electric Distribution Crews**	**$1,050,000.00**	**$1,050,000.00**

PURPOSE: Provide labor and equipment for electric construction and maintenance.

COMMENTS: The City of High Point is piggybacking (G.S. 143-129(g)) with the City of Concord. We request to extend this contract for an additional year which is the second extension of five allowed extensions. There is a 2% annual price adjustment as allowed by the contract. The City of Concord approved the contract November 9, 2006

The **PURCHASING DEPARTMENT AND ELECTRIC DEPARTMENT** recommend that the contract extension for **ELECTRIC DISTRIBUTION CREWS** be awarded to **PIKE ELECTRIC,** the lowest responsible and responsive bidder meeting specifications, in the amount of **$1,050,000.00**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton, CITY MANAGER

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160a-20

WHEREAS, the City of High Point, North Carolina desires to purchase real estate and construct certain related improvements thereto in an amount not to exceed $2,000,000 (the "Project") to better serve the citizens of High Point; and

WHEREAS, the City of High Point, desires to finance a portion of the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE BE IT RESOLVED that the City of High Point, meeting in regular session on the ______ day of September, 2009, make the following findings of fact:

1. The proposed Contract is necessary or expedient because of the need to provide a spatial solution to develop and improve the reliability and education of a diverse workforce within the City.

2. The proposed Contract is preferable to a bond issue for the same purpose because the City does not have any current general bond authorization with which to pursue funding the Project, nor does the immediate necessity for the Project permit the time required to seek voter approval of the Project. The cost of the Project exceeds the amount that can be prudently raised from currently available appropriations and unappropriated fund balances, and the City does not have the current capacity to issue non-voted bonds in the current fiscal year pursuant to Article V, Section 4, of the North Carolina Constitution (the "two-thirds limitation").

3. The sums to fall due under the Contract are adequate and not excessive for the proposed Project because the proposed repayment schedule does not exceed the life of the Project and borrowing costs remain at historical low levels.

4. The City of High Point's debt management procedures and policies are sound.

5. An increase in taxes is not necessary since the projected growth in intergovernmental revenues equal or exceed the sums to fall due under the Project.

6. The City of High Point is not in default in any of its debt service obligations.

7. The attorney for City of High Point has rendered an opinion that the proposed project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Strib Boynton, City Manager, and Jeffrey A. Moore, Financial Services Director are hereby authorized to act on behalf of City of High Point, in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this _____ day of September, 2009.

The motion to adopt this resolution was made by Councilmember ____________________, seconded by Councilmember ____________________, and passed by a vote of ____ to ____.

____
Rebecca R. Smothers, Mayor
City of High Point

____
Lisa Vierling, City Clerk

This is to certify that this is a true and accurate copy of Resolution ____/______, adopted by the High Point City Council on the _____ day of September, 2009.

___________________________ ____________
Lisa Vierling, City Clerk Date

City of High Point
Coordinated Planning Calendar
Workforce Development Site Lease Financing

Revised Draft Prepared 8/29/09

Date	Task	Person Responsible
8/31/2009	Prepare Council agenda items for first steps	Jeff
9/8/2009	Council to Establish Public Hearing on Proposed Lease Financing Contract	City Council
9/8/2009	Council to authorize staff to apply to the LGC	City Council
9/10/2009	Publish Notice of Public Hearing in H P Enterprise	Lisa Vierling, City Clerk
9/14/2009	Prepare RFP for lease financing and secure competitive quotes, place agenda item on next LGC agenda for approval	Jeff
9/18/2009	Provide Publisher's Affidavit of Notice of Public Hearing	Lisa Vierling, City Clerk
9/21/2009	Public Hearing on Proposed Lease Financing	City Council
9/21/2009	City Council approves purchase of site (607 Idol Street)	City Council
9/28/2009	Certified Copy of Minutes from Public Hearing	Lisa Vierling, City Clerk
9/29/2009	Finalize Financing Contract Details	Jeff
10/2/2009	All documentation in hand	Jeff
10/2/2009	Complete LGC Application for Financing	Jeff
10/5/2009	Submit LGC Application	Jeff
10/12/2009	Prepare Council agenda items	Jeff
10/12/2009	Attorney Provides Opinion Letter	Fred Baggett
10/19/2009	City Council approves financing contract	City Council
10/19/2009	City Council adopts resolutions for execution	City Council
11/3/2009	LGC Contract approval	Local Govt Commission
11/13/2009	Financing package closing	
11/16/2009	Close property purchase	Fred Baggett

Note: Package needs to be submitted to LGC for approval 28 days prior to LGC meeting date

JIM FEALY
Chief of Police

PHONE (336) 887-7970
FAX (336) 887-7972
TDD (336) 883-8517

High Point Police Department

DATE: 31 August 2009

TO: Bob Martin, Purchasing Manager
City of High Point

FROM: Kenneth J. Shultz, Commander
Support Service Section, High Point Police Department

SUBJECT: PURCHASING RECOMMENDATION FOR BID NO. 10-082709 (SHOOTING PLATFORM/RAPPEL TOWER/CLIMBING WALL)

As part of our ongoing endeavors to develop our Firearms Range into a premier Regional Firearms Training Center, the High Point Police Department applied for several federal grants which were to be used to help provide funding for many of these projects. One grant that was approved provided funding for use towards the purchase and installation of a combination shooting platform/rappel tower/climbing wall. This tower is needed to help fulfill a vital training function, paramount to preparing for the successful resolution of many potentially critical events.

On August 27th, 2009 bids were received through the Purchasing Department from six different companies which quoted cost for both the material as well as the installation of the tower that was specifically designed for our use. The bids provided separate pricing for the cost of material and installation of the tower itself, as well as a cost for the concrete piers and foundation work. This separation of pricing was requested because the original agreement between the Police Department and the Federal Government was that the PD would cover the cost of the grounding (concrete work). In addition, two options were quoted with on price being given for the cost of painting the finished metallic surface of the tower and a second given for the cost of galvanizing the metallic surface of the tower. Upon review of the bid prices, the lowest bidder came in at $116,627.00 total cost and the highest bidder came in at $167,987.00 total cost.

Upon review of the bids, the High Point Police Department recommends the acceptance of the lowest bid which was provided by Hamlett Construction, out of Climax, NC, with the galvanizing option for the metal finishing process.

Funding for this project is currently maintained in the following High Point Accounts: **Tower Material and Installation**- ($104,740.00) Jag Grant **301310 533101 301107111239 55310** has $55,252.00 with the remainder to come from Cops Grant **301310 533600 301081012105 55100**. The **Concrete Piers and Foundation**- ($11,887.00) will come from State Asset Forfeitures account **301310 533101 301006310202 55310**.

Please contact me for any further needs or explanation.

Kenneth J. Shultz, Captain
High Point Police Department

APPROVED
Major Gwin Tate
08/31/09

BID INFORMATION AND RECOMMENDATION

BID # 10-082709 **DATE OPENED:** August 20, 2009

DESCRIPTION: Rappelling Tower for Police Department Firing Range

BID PACKAGES DISTRIBUTED: 15 **DEPARTMENT:** Police Department

SOURCE OF FUNDS: 301310-533101-301107111239-55310 **BUDGETED AMOUNT:** $55,252.
301310-533600-301081012105-55100 $49,488.
301310-533101-301006310202-55310 $11,887.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Rappelling Tower-Police Department**	**$116,627.00**	**$116,627.00**

PURPOSE: To build a facility to fulfill a vital training function in accordance with associated grant funds.

BID TABULATION

CONTRACTOR	TOWER	PIERS	TOTAL	ALTERNATE	TOTAL WITH ALTERNATE
HAMLETT 3704 SECURITY MILLS RD. CLIMAX, NC 27233	**86,834.00**	**11,887.00**	**98,721.00**	**17,906.00**	**116,627.00**
HOLBROOK PO BOX 5727 HIGH POINT, NC 27262	101,206.86	9,156.00	110,362.86	15,707.59	126,070.45
BAR CONSTRUCTION CO., INC. 611-A INDUSTRIAL AVE. GREENSBORO, NC 27406	117,500.00	8,000.00	125,500.00	2,000.00	127,500.00
HB ROWE 154 ROWE LN MOUNT AIRY, NC 27030	105,000.00	8,500.00	113,500.00	16,000.00	129,500.00
K-M MACHINE COMPANY 201 MCCASKILL ST. BISCOE, NC 27209	111,403.00	18,000.00	129,403.00	9,062.00	138,465.00
BROOKS GENERAL CONTRS. 302 W. LEE ST. GREENSBORO, NC 27406	146,753.00	9,400.00	156,153.00	11,834.00	167,987.00

The **PURCHASING DEPARTMENT AND POLICE DEPARTMENT** recommend that the contract for **RAPPELLING TOWER** be awarded to **HAMLETT CONSTRUCTION, INC**, the lowest responsible and responsive bidder meeting specifications, in the amount of **$116,627.00.**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton, CITY MANAGER

High Point Economic Development Corporation

P.O. 230
High Point, NC 27261 USA

336.883.3116 / Fax: 336.883.3057
www.highpointedc.com

NORTH CAROLINA'S INTERNATIONAL CITY™

To: High Point City Council

From: Mayor Becky Smothers
Councilman John Faircloth
Councilman Chris Whitley

Re: Proposed City Council appointments to the board of the High Point Economic Development Corporation

Date: September 1, 2009

As Council's representatives on the board of the High Point Economic Development Corp., we propose the following appointments/reappointments to that board – to be considered at our Sept. 8, 2009, council meeting.

FIVE SEATS TO BE FILLED:
Effective upon appointment, two-year terms to end June 30, 2011

SUGGESTED REAPPOINTMENTS:

- **Ruffin Price** of Allstate Ruffin Price Insurance Agency
- **Annie Tyson Jett** of B&C Associates
- **Ralph Wear** of RalphLauren.com / High Point Direct

SUGGESTED APPOINTMENTS:

- **Steve Holcombe** of TransTech Pharma *(see attached bio)* – to fill the seat of Dr. Adnan Mjalli, also of TransTech Pharma
- **Phil Fowler** of Geneva Corporation / Covington Power Services *(see attached bio)* – to fill the seat of Royster Tucker, III, of North State Communications

Stephen L. Holcombe

TransTech Pharma
4170 Mendenhall Oaks Parkway
High Point, NC 27265
336-841-0300, ext. 150

Steve Holcombe has spent over 30 years in financial and managerial-related positions. Over that time, he has primarily been involved as an executive officer with early stage companies focusing on the execution of private and public financings, developing corporate alliance and partnership strategies, and managing relationships with external constituents.

CURRENT PROFESSIONAL RESPONSIBILTIES

- Steve has been Senior Vice President and Chief Financial Officer for High Point's **TransTech Pharma** since joining the company in 2002.
- He also serves as the CFO for TransTech Pharma's two sister High Point companies: **PharmaCore** and **High Point Pharmaceuticals**.

PREVIOUS PROFESSIONAL WORK

- From 1978 to 1985, he served in various positions of increasing responsibility with KPMG Peat Marwick.
- From 1985 to 1999, he served as Executive Vice President and Chief Financial Officer of Vanguard Cellular Systems, Inc. – one of the largest independent wireless operators in the United States, until its sale to AT&T Wireless.
- From 1999 to 2002, he served as Executive Vice President and CFO for BuildNet, Inc. an e-commerce software solutions provider to the residential construction industry.

RECOGNITION

- On August 13, 2009, The Business Journal honored Steve as "CFO of the Year" for mid-sized companies in the Piedmont Triad region.

EDUCATION

- Steve received his Bachelor of Science degree in accountancy from Wake Forest University.

COMMUNITY

- He has served on several non-profit boards, in many cases as the treasurer and/ or head of the finance committee, including:
    - United Way of Greater High Point (currently serving second three-year term on board of directors)
    - NC Central Chapter of the Multiple Sclerosis Society
    - Holy Trinity Episcopal Church
    - Greensboro Day School

PERSONAL

- Steve is married and has three children.

Philip D. Fowler, III

<u>Geneva Corporation / Covington Power Services</u>

Home:	*Work:*
1901 LaVista Drive	8015 Piedmont Triad Parkway
High Point, NC 27265	Greensboro, NC 27409 (in the High Point city limits)

Professional

Phil Fowler is President, Chief Operating Officer, and a Board Member of Geneva Corporation (www.genevacorporation.com).

In addition, he is Chairman of one of its divisions, Covington Power Services (www.covingtondiesel.com).

Prior to joining Geneva Corporation in 1993, Mr. Fowler was Executive Vice President of Hatteras Yacht Company in High Point, NC.

Community Involvement

Wells Fargo / Wachovia Bank: regional board member

University of North Carolina at Greensboro:
- Advisory Board, Bryan School of Business
- Endowment Board member

North Carolina Trucking Association: former director

Detroit Diesel Allison Distributor Executive Committee: past chairman

Education

Mr. Fowler graduated from Susquehana University with a B.S. in Business and received an Executive Management Degree from Babson College.

City of High Point
Budget & Evaluation Office

NORTH CAROLINA'S INTERNATIONAL CITY™

August 28, 2009

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The City's Mass Transit has been awarded a federal grant under the American Recover and Reinvestment Act in the amount of $623,500. The funds will be used for the purchase of six vans, bus shelters, GPS units, and bus stop pads as described in the attached memo from Angela Wynes.

Attached is a budget amendment to appropriate the stimulus funds for purchase of the vans and related equipment.

Angela Wynes will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Mark McDonald
Angela Wynes
Jeff Moore
Amy Sink

CITY OF HIGH POINT
NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION **PUBLIC TRANSPORTATION DIVISION**

To: Randy McCaslin, Assistant City Manager

From: Angela W. Wynes, Assistant Transit Manager AW

Date: September 1, 2009

Subject: Transit American Recovery and Reinvestment Act Grant Funding

The High Point Urbanized Area is eligible for $2,081,079 of the 2009 American Recovery and Reinvestment Act transit funding. There are five (5) agencies that operate transit service in the urbanized area – the City of High Point (Hi tran), Guilford County Transportation, Davidson County Transportation, the Regional Coordinated Area Transportation (Randolph County), and the Piedmont Authority for Regional Transportation (PART). The available funding was to be shared among the providers who had both need and eligible projects. City transit staff conferred with each of the providers to determine their needs, as summarized below:

- Davidson County requested $91,000 for the purchase of one (1) shuttle bus and three (3) bus shelters;
- Guilford County requested $232,500 for the purchase of five (5) shuttle buses and GPS equipment for vehicle tracking;
- PART requested $650,000 for purchase of two (2) shuttle buses and the construction of park and ride lots in High Point and Trinity; and
- The City of High Point will use the remaining funds, as approved by the Federal Transit Administration (FTA) for its own projects, including new bus stop pads and the extension of sidewalks in proximity to established bus stops (estimated cost $300,000).

Randolph County declined ARRA funding, and since PART is a designated grant recipient with the FTA, they were able to submit their own grant application for their projects. However, Davidson and Guilford Counties are not designated recipients, and funding for their projects must be applied for by the City of High Point as the lead agency in the High Point Urbanized Area Metropolitan Planning Organization.

On July 31, 2009 the FTA awarded The City of High Point $623,500 for the Davidson County, Guilford County, and City of High Point projects described above. A budget ordinance amendment is requested to establish the accounts necessary to proceed with each of these.

If you have any questions or concerns, please advise.

c: Mark McDonald, Transportation Director

716 West Kivett Drive, High Point, North Carolina 27262
Phone (336) 889-7433 • TDD Phone (336) 883-8517
Fax (336) 883-3425 • www.high-point.net/hitran

"AN ORDINANCE AMENDING THE 2009-2010 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR AMERICAN RECOVERY & REINVESTMENT FUNDS
FOR MASS TRANSIT VEHICLES & EQUIPMENT

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

Section 1. The City has been awarded $623,500 in American Recovery and Reinvestment stimulus funding from The Federal Transit Administration.

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

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

Federal Grant Funds (641622/411999)	$ 623,500

(B) That the Mass Transit Fund expenditures are hereby amended as follows:

Other Improvements	(641622/533801)	$300,000
Buses	(641622/532302)	$295,000
Equipment & Machinery	(641622/533101)	$ 28,500
		$623,500

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

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

Adopted this _______ day of September, 2009

BID INFORMATION AND RECOMMENDATION

BID # 06-082009 **DATE OPENED:** August 20, 2009

DESCRIPTION: Roof Replacement-High Point Public Library

BID PACKAGES DISTRIBUTED: 14 **DEPARTMENT:** Facility Services

SOURCE OF FUNDS: 401450-533701-401001002005- 40202 **BUDGETED AMOUNT:** $92,600.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Roof Replacement-Public Library**	**$92,600.00**	**$92,600.00**

PURPOSE: Install cool zone roofing system on the Library

COMMENTS: The low bidder, AAR, did not acknowledge receipt of addendums thus their bid is not qualified.

BID TABULATION

CONTRACTOR	BID AMOUNT	ALTERNATE	TOTAL
AAR OF NC 411 GRAVELAWN DR. KERNERSVILLE, NC 27284	89,977.00	2,600.00	92,577.00
BOND/TEC, INC. 316 FOX RIDGE ROAD WILKESBORO, NC 28697	**78,680.00**	**13,920.00**	**92,600.00**
ROSWELL CONSTRUCTION INC 4502 TALAVERA DR HIGH POINT, NC 27265	83,970.00	18,594.00	102,564.00
AFFORDABLE ROOFING P O BOX 426 EDEN, NC 27289-0426	82,533.00	22,259.00	104,792.00
MITCHELL ROOFING, INC 2355 DURHAM STREET EXT BURLINGTON, NC 27217	92,507.00	18,810.00	111,317.00
MECKLENBURG ROOFING, INC. 3232 OAK LAKE BLVD. CHARLOTTE, NC 28208	125,309.00	29,309.00	154,618.00
DIDN'T INCLUDE ALTERNATE FRIZZELL CONST. CO., INC (SUMMIT BSR ROOFING DIV) 122 WOODLAWN MOUNT HOLLY, NC 28120	167,289.00	NONE	167,289.00
DAVCO ROOFING & SHEET METAL 1069 VAN BUREN INDIAN TRAIL, NC 28079	152,700.00	26,700.00	179,400.00
RADCO CONSTRUCTION 162 LUMBER LN MT. HOLLY, NC	179,236.00	21,000.00	200,236.00

The **PURCHASING DEPARTMENT AND FACILITY SERVICES DEPARTMENT** recommend that the contract for **ROOF REPLACEMENT-HIGH POINT PUBLIC LIBRARY** be awarded to **BON/TEC, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **$92,600.00**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton

Strib Boynton, CITY MANAGER

City of High Point

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: W. Patrick Pate, Assistant City Manager

FROM: Tim McKinney, Facilities Services Director

DATE: September 1, 2009

Subject: ROOF REPLACEMENT HIGH POINT LIBRARY

The seven submitted bid documents for re-roofing the Library were evaluated and all bids except AAR of NC were in accordance with the bid request/requirements. Based on the evaluation, Bond/Tec Inc. is the apparent low bid and they are in complete compliance with the specifications with no exceptions taken. Bond/Tec Inc. recognized addendums and their bid forms were properly submitted. Per Mr. John Hall, roofing consultant, Bond/Tec Inc. is licensed and insured and a master roofer in good standing with his product manufacturer.

Additional funds requested will be used to repair leaks on the heating/cooling coils and replace the saturated insulation as well as repair/replace existing panic hardware in the existing building. Additionally, funds will replace missing hardware on the exterior penthouse doors. Lowering three roof drains were part of the base roofing bid but it is possible that other roof drains will also require lowering (to be determined during installation).

John Hall's fee for providing the specifications, conducting the pre-bids, bi-weekly inspections of work in progress and insuring that a full manufacturer warranty inspection is performed and work accepted is $4,630.00.

Please advise if additional information is needed and as always, thanks for your support.

BID INFORMATION AND RECOMMENDATION

BID # Contract Extension - Piggyback – ElectriCities Contract **DATE OPENED:** January 2008

DESCRIPTION: Tree Trimming Contract

BID PACKAGES DISTRIBUTED: N/A **DEPARTMENT:** Electric Department

SOURCE OF FUNDS: 631785-527208 **BUDGETED AMOUNT:** $555,000.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Tree Trimming Contract**	**$555,000.00**	**$555,000.00**

PURPOSE: Provide labor and equipment for tree maintenance.

COMMENTS: The City of High Point is piggybacking (G.S. 143-129(g)) with ElectriCities of NC. The contract was extended until January 31, 2010 with an option for one more renewal year. ElectriCities awarded the contract effective February 1, 2008.

The **PURCHASING DEPARTMENT AND ELECTRIC DEPARTMENT** recommend that the contract extension for **TREE TRIMMING CONTRACT** be awarded to **ASPLUNDH TREE SERVICE,** the lowest responsible and responsive bidder meeting specifications, in the amount of **$555,000.00**

DATE OF RECOMMENDATION: September 1, 2009

Strib Boynton

Strib Boynton, CITY MANAGER

Department of Electric Utilities

Administration Division

NORTH CAROLINA'S INTERNATIONAL CITY™

September 2, 2009

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Asplundh Contract

I am recommending that the City of High Point continue piggybacking with ElectriCities for tree trimming services with the Asplundh Tree Expert Company. The contract was extended until January 31, 2010 with an option for one more renewal year. ElectriCities awarded the contract effective February 1, 2008.

The amount, $555,000, has been budgeted for this year. Asplundh has been providing exceptional service over the past year and I have no problem in recommending them for future work.

Please review this contract and let me know if you have any concerns in connection with this contract.

cc: file
Bob Martin
Jeff Moore
Sherry Smith
Larry Hopkins

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

Reliable Public Power Provider