City of High Point

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

Meeting Agenda

Monday, June 4, 2012

4:45:00 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

120137 **Resolution - Issuance of General Obligation Bonds - Downtown Improvements**

Council is requested to adopt a resolution for the issuance of $5,785,000 Downtown Improvement bonds and up to $30,00,000 GO Refunding Bonds.

120139 **Capital Project Ordinance - Downtown Improvement Bonds**

Council is requested to adopt a capital project ordinance in the amount of $5,785,000 for the Series 2012 Downtown Improvement Bonds.

120140 **Lease-Purchasing Agreement - 2012 Fire Trucks - JP Morgan Chase Equipment Fiance**

City Council is requested to authorize the City Manager and the Finance Director to accept the proposal for the lease-purchase agreement with JP Morgan Chase Equipment Finance to authorize the borrowing as evidence in the attached resolution and to prepare and execute the necessary documents in connection with the financing agreement.

120141 **Interlocal Agreement - City of Greensboro/Guilford County/City of High Point - Regional Radio System**

Council is requested to approve an interlocal agreement with the City of Greensboro, Guilford County to participate in a regional radio system.

120142 **Contract - Motorola - Radio System Upgrade**

Council is requested to authorize staff to execute a contract in the amount of $1,624,596 with Motorola to procure equipment that will allow the City of High Point to participate in a regional radio system.

120143 **Contract - Bid No. 68 - Additional Submersible Switchgear**

Approval of contract awarding Bid No. 68 for additional submersible switchgear for the Montlieu Avenue and the Lindsay Street projects. Purchasing and the Electric Department recommends that contract be awarded to Trayer Engineering in he amount of $226,115.00 which is the lowest responsive and responsible bidder meeting specifications.

120144 **Contract - Bid No. 81 - Traffic Signal Installations**

Approval of contract awarding Bid No. 81 for Traffic Signal Installation. Purchasing and the Engineering Department recommends that contract be awarded to ALS of North Carolina, Inc. in the amount of $400,000.00 which is the lowest responsive and responsible bidder meeting specifications.

120145 **Resolution - Condemnation - 3880 Brian Jordan Place - Penny Road Transmission Line**

Council is requested to authorize the City Attorney to proceed with condemnation proceedings on property located at 3880 Brian Jordan Place belonging to Wendeck, LLC. The property is needed for the Penny Road transmission line.

120146 **Supplemental Agreement No. 1- I-74/US 311 & NC 68 Interchange Replacement Study**

Approval of Supplemental Agreement No. 1 with the HNTB North Carolina, PC for the I-74/US 311 & NC 68 (Eastchester Drive) Interchange Replacement Study.

120153 **NCDOT - Supplemental Agreement - N. Main Street & Lexington Avenue Intersection Improvements**

Council is requested to approve a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) that extends the completion date of the N. Main Street and Lexington Avenue intersection improvement project until June 30, 2014. This extension is requested by the City to accommodate scheduling for the burial of overhead utilities along the N. Main Street corridor.

120147 **Sale of Surplus City Property - 517 Montlieu Avenue - HPU**

Council is requested to authorize the City Attorney's office to proceed with the advertising for upset bids on the sale of the surplus city property located at 517 Montlieu Avenue to High Point University and if no bids are received execute documents to sale this property to the University in the amount of $12,600.00.

PUBLIC SAFETY COMMITTEE & COMMUNITY DEVELOPMENT COMMITTEE

120148 **Ordinance - Vacate/Close Dwelling - 917 Charlotte Avenue**

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 917 Charlotte Avenue belonging to Apple Tree of High Point, NC.

120149 **Ordinance - Demolition of Dwelling - 900 Meredith Street**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 900 Meredith Street belonging to SHJ Capital, LLC.

120156 **Revocation of Certificate of Golden Leo Enterprise to Operate a Taxicab Company**

Consideration of the revocation of certificate of public convenience and necessity for Golden Leo Enterprise to operate a Taxicab Company in the City of High Point.

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.

2/20/2012	**Committee of the Whole**	**postponed**	**Public Safety & Community Development Committee**

PLANNING, EDC & INFORMATION TECHNOLOGY COMMITTEE

120150 **Right of Way Encroachment 12-02 - MCImetro Access Transmision Services, Inc.**

A request by MCImetro to encroach within the east side of N. Rotary Dr., the north and east side of Hillcrest Dr., the east side of Elm St., south side of W. Kivett Dr., and the west side of Hayden Pl. to install/bury a 2.375-inch conduit and data cable from their existing aerial network at W. Lexington Av. and N. Rotary Dr to their existing office at 104 Hayden Pl.

120151 **Right of Way Encroachment 12-03 - AT & T North Carolina**

A request by AT&T North Carolina to encroach within the Piedmont Parkway and Sheraton Court right-of-ways to install/bury a 1-inch communication line and to encroach within the Regency Drive right-of-way to install a data cabinet with a concrete pad.

120152 **Right of Way Encroachment 12-04 - Whitestone Homeowners Association**

A request by the Whitestone Homeowners' Association to encroach within the Core Avenue right-of-way for an existing segmental block retaining wall.

PUBLIC COMMENT PERIOD - 5:15 P.M.

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

Finance Committee - Council Member Alexander, Chair

120154 **Public Hearing Date - Proposed City of High Point FY 2012-2013 Budget**

Monday, June 4th 2012 at 5:30 p.m. and Thursday, June 7th at 9:00 a.m. are the dates and times established to receive public comments on the City of High Point proposed 2012-2013 Annual Budget.

ADJOURNMENT

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Demolish

PROPERTY ADDRESS: 900 Meredith Street

OWNER: SHJ Capital, LLC

FIRST INSPECTION 12-29-2011

Number of Violations: Major 5 Minor 18
1) damaged/inoperable plumbing fixtures through out
2) missing heat system
3) moisture and/or termite damage to rear enclosed porch and kitchen walls and flooring
4) extensive rot and water damage to the roof area around the chimney
5) damaged foundation wall at the right rear corner of dwelling

HEARING RESULTS:
1-17-2012

The owner did not appear for the hearing. An agent for the owner contacted our office by phone stating that the owner does not intend to make repairs. The hearing established the following findings of fact. There are numerous violations of the Minimum Housing Code. It appears that the dwelling has not been occupied since 2005. During the hearing, the following findings of fact were established. The inspection was in response to the Burns Hill Neighborhood targeted inspection request. The house is currently uninhabitable due to the extensive structural damage at the rear of the dwelling. In its present state, necessary repairs to the dwelling exceed 50% of the current tax value The Guilford County Tax value of the dwelling is $10,600. The repair estimate is $24,100.

ORDER(S) ISSUED: 1-17-2012

Order to Repair or Demolish with a compliance date of 4-17-2012

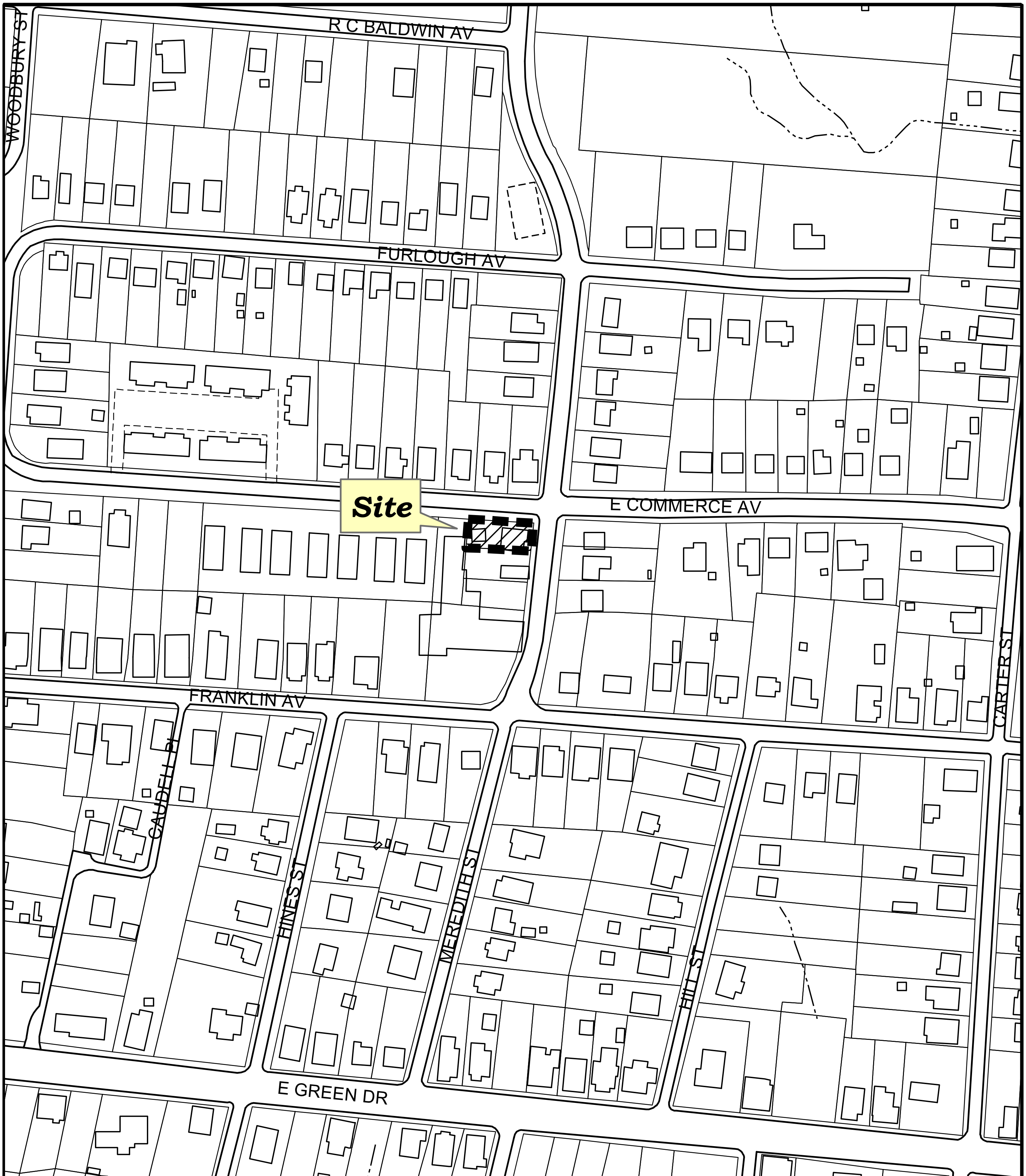
APPEALS: No appeals to date.

OWNER ACTIONS: There have been no new permits issued and repairs have not started.

EXTENSIONS: None requested by the owner.

CURRENT STATUS: 5-24-2012

Conditions still exist.



900 Meredith Street

Ordinance to Demolish

Location of subject property

Department of Planning and Development

City of High Point

Date: May 25, 2012

N

Scale: 1'=200'

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

900 Meredith Street

900 Meredith Street

OUTSIDE AGENCIES
Funding History and Requests

	Approved FY 06-07	Approved FY 07-08	Approved FY 08-09	Approved FY 08-09	Approved 2009-10	Approved 2010-11	Approved 2011-12	Request for 2012-13	FY13 request as % of agency budget	Recommended for 2012-13
PIEDMONT TRIAD AMBULANCE & RESCUE SQUAD	1,620	3,000	3,000	3,000	3,000	3,000	3,000	3,000		$3,000
NATIONAL GUARD	2,000	2,000	2,500	2,500	2,500	2,500	2,500	2,500	25.0%	2,500
GUILFORD CO.HISTORIC PRESERVATION COM	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	32.1%	2,000
THEATRE ART GALLERY	26,650	30,000	31,000	31,000	31,000	31,000	31,000	32,000	18.7%	31,000
HIGH POINT ARTS COUNCIL	120,000	183,500	183,500	183,500	123,224	117,063	117,063	117,063	26.2%	117,063
PIEDMONT TRIAD FILM COMMISSION				-	-	-	15,000	15,000	11.0%	15,000
HIGH POINT WORKFORCE DEVELOPMENT	-	50,000	50,000	50,000	50,000	-	-	NA	NA	NA
NC SHAKESPEARE FESTIVAL Theatre Credits	-	-	-	-	50,000	50,000	50,000	70,000	2.0%	50,000
HIGH POINT HISTORICAL MUSEUM	300,000	374,816	320,000	370,000	-	-	-	NA	NA	NA
ROSETTA C. BALDWIN FOUNDATION/MUSEUM	-	-	-	-	-	10,000	10,000	75,000	95.0%	10,000
PIEDMONT TRIAD PARTNERSHIP	-	-	-	-	-	25,000	25,000	25,000	NA	25,000
FRIENDS OF JOHN COLTRANE, INC.							32,000	50,000	12.0%	32,000
SOUTHWEST RENEWAL FOUNDATION	-	-	-	-	-	-	-	6,000	4.2%	6,000
TOTALS	456,270	645,316	592,000	642,000	261,724	240,563	287,563	397,563	-	$293,563

$ change from 2011-12 budget	$6,000
% change from 2011-12 budget	2.09%

6/7/2012

Engineering Services Department

B. Keith Pugh, P.E.
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

Date: May 29, 2012

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services BKPugh

Re: City Council Agenda, May 21, 2012 – Award of Traffic Signal Installation Contract – City Contract ENG-2012-005

On Wednesday, May 24, 2012 the City of High Point opened bids for North College Drive Traffic Signal Installations. The City received 4 bids:

ALS of North Carolina, Inc.	$400,000.00
Davis H. Elliot Company	$418,750.00
Colter Electric Company	$460,464.10
S&S Electrical Construction	$460,700.70

The contract contains mast arm traffic signal installation projects for three intersections along North College Drive. The existing signals at Centennial Street, East Lexington Avenue, and Montlieu Avenue will be replaced with mast arm signals. The contract work includes the signal mast arm foundations, the signal mast arms, new signal heads and pedestrian signals for these intersections. The improvements will be monitored by High Point DOT staff during construction. This contract contains an extension clause that allows the City to extend the contract up to 100 percent beyond the original bid amount at the contract unit prices.

Engineering Services and HPDOT recommend the contract be awarded to ALS of North Carolina, Inc. at the contract bid price of $400,000.00.

Funding is available in:
631799 533701 631001021405 40201 $400,000.00

Ec: Mr. Jeff Moore, Finance Director
Mr. Mark McDonald, HPDOT Director
Mr. Leon Adams, Adams and Clark Enterprises, Inc.
Ms. Patty Sykes, Purchasing Division
Mrs. Lou Hedrick, Budget

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: May 21, 2012

BID NO.: 81-052412 CONTRACT NO.: ENG2012-005 DATE OPENED: May 24, 2012

DESCRIPTION:

Traffic Signal Improvements along North College Drive at the intersections of: Centennial Street, East Lexington Avenue and Montlieu Avenue.

PURPOSE:

The work will include installation of signal mast arm foundations, decorative mast arms, traffic signal heads and pedestrian signals at the locations listed above.

COMMENTS:

High Point DOT will inspect and approve the work.

RECOMMEND AWARD TO: ALS of North Carolina, Inc. AMOUNT: $400,000.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001021405	40201	$400,000.00
TOTAL BUDGETED AMOUNT				$400,000.00

DEPARTMENT HEAD: B.K. Pugh Digitally signed by B.K. Pugh DN: cn=B.K. Pugh, c=US, o=City of High Point, ou=Engineering Services, email=keith.pugh@highpointnc.gov Date: 2012.05.16 08:42:14 -04'00' DATE: May 29, 2012

The Purchasing Division concurs with recommendation submitted by the **Engineering Dept.** **and recommends award to the lowest responsible, responsive bidder** **ALS of NC, Inc.** **in the amount of $** **400,000.00**.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US Date: 2012.05.30 10:45:05 -04'00' DATE: May 30, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120301-194842 DATE: May 30, 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: 2012.05.30 11:50:57 -04'00' DATE: May 30, 2012

Contract Bid Amount By Project & Bidders

Contract No.: 2012005 **Awarded** Traffic Signal Installation

ALS OF NORTH CAROLINA, INC.

Proj. No.	Title	Eng	Engineers	Proposed Account	Bid Amount
P00254-01	Traffic Signal Installations - College Drive, North	enleon	$369,671.90		$400,000.00
	Total Contract Bid:		**$369,671.90**		**$400,000.00**

COLTER ELECTRIC COMPANY

Proj. No.	Title	Eng	Engineers	Proposed Account	Bid Amount
P00254-01	Traffic Signal Installations - College Drive, North	enleon	$369,671.90		$460,464.10
	Total Contract Bid:		**$369,671.90**		**$460,464.10**

DAVIS H. ELLIOT COMPANY, INC.

Proj. No.	Title	Eng	Engineers	Proposed Account	Bid Amount
P00254-01	Traffic Signal Installations - College Drive, North	enleon	$369,671.90		$418,750.00
	Total Contract Bid:		**$369,671.90**		**$418,750.00**

S&S ELECTRICAL CONSTRUCTION

Proj. No.	Title	Eng	Engineers	Proposed Account	Bid Amount
P00254-01	Traffic Signal Installations - College Drive, North	enleon	$369,671.90		$460,700.70
	Total Contract Bid:		**$369,671.90**		**$460,700.70**

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-03
June 4, 2012

Request	
Applicant: AT&T North Carolina	**Proposal:** To install/bury a 1-inch communication line within the Piedmont Parkway and Sheraton Court right-of-ways and a data cabinet with a concrete pad within the Regency Drive right-of-way.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
Piedmont Parkway	Major Thoroughfare	112 ft. R/W and 28-48 foot curb & gutter
Regency Drive	Collector Street	70 ft. R/W and 50 foot curb & gutter
Sheraton Court	Local Street	60 ft. R/W and 40 foot curb & gutter

Analysis

The applicant is requesting two installations in north High Point to improve their service in the area. The first is to install a 1-inch communication line 24 inches below the existing grade from the intersection of Piedmont Parkway and Regency Drive west to Sheraton Court and south to the terminus of Sheraton Court (see map). The second is an above grade data cabinet located on the west side of Regency Drive approximately 775 feet north of Tudor Lane. AT&T shall maintain the data cabinet and communication lines. The company shall also be responsible for any damage caused during installation or maintenance of said data cabinet and communication lines.

The installation of this conduit must avoid the typical utilities found with a public right-of-way (water, sewer, natural gas, electric, and other communication cables).

Findings

The Technical Review Committee (TRC) supported the proposal to install the data cabinet and communication lines at their May 16, 2012 meeting. The conditions outlined in the encroachment agreement and the plans provided for TRC review provided sufficient information for TRC to support the encroachment.

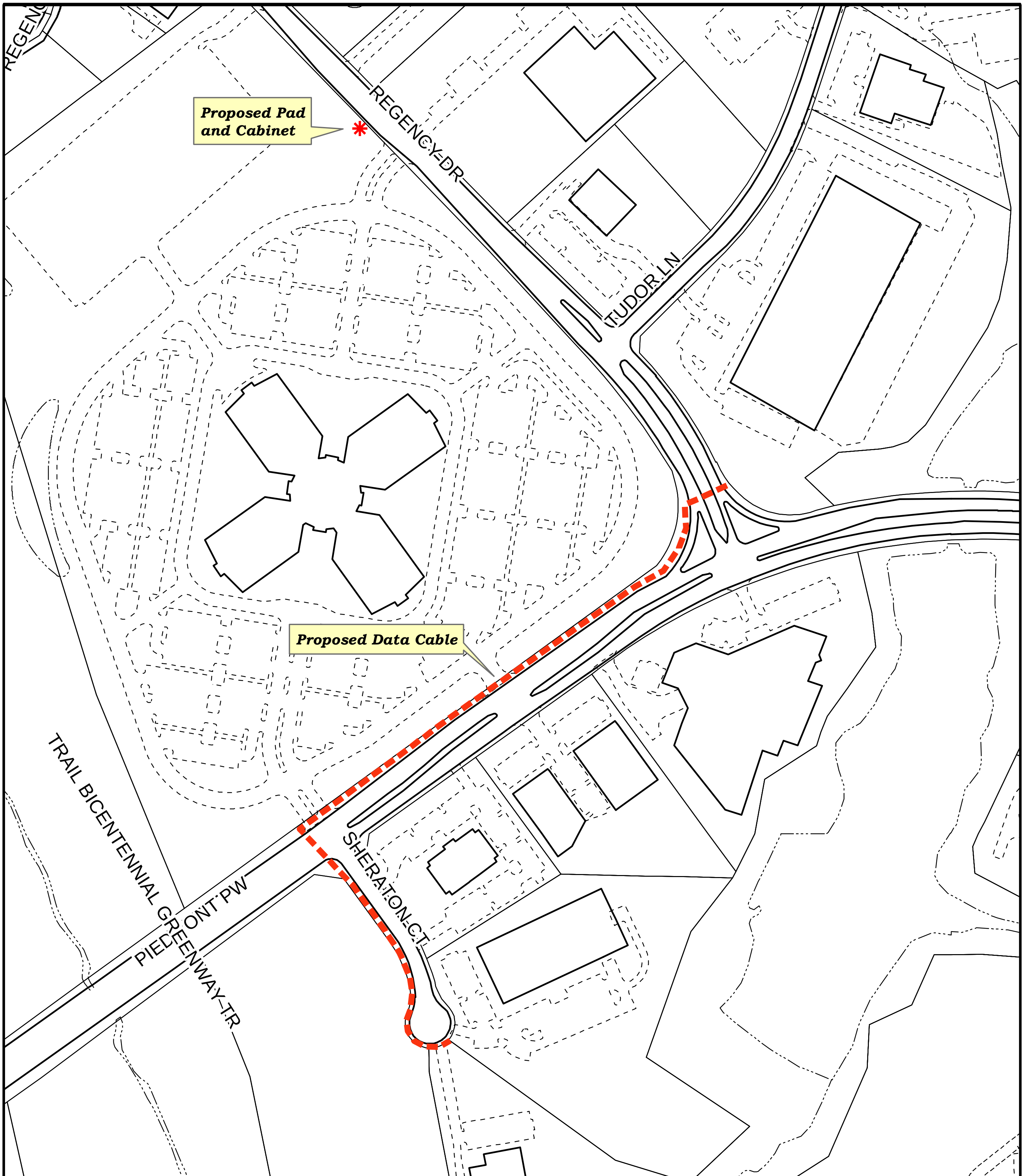
Recommendation

Based upon TRC's determination, the department recommends approval of the requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Mark Schroeder AICP, and reviewed by Bob Robbins AICP and Lee Burnette AICP.

2010 Aerial showing proposed cabinet location and communication line



Right-of-way Encroachment Case RE12-03

Applicant: AT&T

Location of encroachment

Department of Planning
and Development

City of High Point

Date: May 25, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/re12-03.mxd

Department of Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

May 30, 2012

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Supplemental Agreement with the North Carolina Department of Transportation (NCDOT)
N. Main Street & Lexington Avenue Intersection Improvements
WBS Element: 43250 Agreement ID # 3223

Attached is a Supplemental Agreement with NCDOT that extends the completion date of the N. Main Street and Lexington Avenue intersection improvement project to June 30, 2014. This extension was requested by the City to accommodate scheduling for the burial of overhead utilities along the N. Main Street corridor.

The original Municipal Agreement for this project was approved by City Council on July 18, 2011. This agreement provides for up to $140,000 in State funding for the project. The Department of Transportation respectfully recommends City Council's favorable consideration of this Supplemental Agreement with NCDOT. I will be available to address questions from the Finance Committee and the full Council on June 4.

Please advise if further information is desired.

c	Mike Mills, P.E.	NCDOT Division 7 Engineer
	John Hunsinger	NCDOT Project Manager
	Jeff Moore	Financial Services Director
	File	

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

May 1, 2012

Mr. Mark V. McDonald, PE
Director of Transportation
City of High Point
PO Box 230
High Point, NC 27261

Subject: **Locally Administered Project**
Supplemental Agreement
WBS: 43250
Guilford County

Dear Mr. McDonald:

Enclosed is one original of a Supplemental Agreement to extend the completion date for the installation of pedestrian amenities on ~~South~~ North Main Street at Lexington Avenue to June 30, 2014. MVM

Please review the agreement and, if satisfactory, print two copies and have them executed by the City of High Point and return to me for execution by the Department of Transportation within sixty (60) days.

If you have any questions, please advise.

Sincerely,

J. M. Mills

J. M. Mills, P.E.
DIVISION ENGINEER

JMM/jbh
Enclosures

PO Box 14996 Greensboro, NC 27415-4996
1584 Yanceyville Street Telephone No. (336) 334-3192 Fax No. (336) 334-3637

NORTH CAROLINA

GUILFORD COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 4/25/2012

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS ELEMENTS: 43250

CITY OF HIGH POINT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of High Point, hereinafter referred to as the "Municipality."

W I T N E S S E T H:

WHEREAS, the Department and the Municipality, on 8/31/2011, entered into a certain Locally Administered Project Agreement for the original scope: Install pedestrian amenities on US 311 Business (Main Street) at Lexington Avenue in High Point (Wheelchair ramps, crosswalks, pedestrian signal heads, and traffic islands), programmed under WBS Element 43250; and,

WHEREAS, the Department and the Municipality have agreed to extend the completion date of the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

RESPONSIBILITIES

The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement by June 30, 2014.

TITLE VI

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs and activities of any recipient of Federal assistance.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 8/31/2011, is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF HIGH POINT

BY: ______________________ BY: ______________________

TITLE: ______________________ TITLE: ______________________

DATE: ______________________ DATE: ______________________

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

Approved by ______________________ (Governing Board) of the City of High Point as attested to by the signature of ______________________, Clerk of the ______________________ (Governing Board) on ______________ (Date)

(SEAL)

Remittance Address:

City of High Point

____

____

DEPARTMENT OF TRANSPORTATION

BY: ______________________

(STATE HIGHWAY ADMINISTRATOR)

DATE: ______________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ______________________ (Date)

①

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

PUBLIC HEARINGS
Sign-In Sheet

IF YOU WOULD LIKE TO ADDRESS THE HIGH POINT CITY COUNCIL,
Regarding a Public Hearing item on the Agenda
PLEASE SIGN IN

Date: June 7, 2012

(Please Print)

Name	Address (Residence) & E-mail address	Matter Speaking About
✓ Martha Yarbrough	1717 Lex., H.P.	N. C. Shakespeare Festival
✓ Julius Clark	1408 R.C. Baldwin Ave. hpafmuseum@yahoo	Rosetta C. Baldwin Foundation
✓ Mark Brown	220 E Commerce HP TAG	Theatre Art Galleries
✓ Al Campbell	101-A Northgate Ct. 27265	Budget
✓ Clayton Mays	1001 W. College Dr. arcwcm@aol.com	Budget
✓ David Wilson	3408 Central	Budget
✓ Peggy Alexander	1606 Laurel Ln HP	Budget
✓ Bart Evans	3634 Malibu DR.	Piedmont Triad Ambulance & Rescue

✓ Cynthia Davis — Budget

②

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

PUBLIC HEARINGS
Sign-In Sheet

IF YOU WOULD LIKE TO ADDRESS THE HIGH POINT CITY COUNCIL,
Regarding a Public Hearing item on the Agenda
PLEASE SIGN IN

Date: June 7, 2012

(Please Print)

Name	Address (Residence) & E-mail address	Matter Speaking About
Debbie Lumpkins	PO Box 5526 27262	HP Arts Council
Patrick Harman		
Richard Pinkar	~~Imperial~~ Drive H.P.	
Jim Brodner	808 Lake Crest	

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-02
June 4, 2012

Request	
Applicant: MCImetro Access Transmission Services, LLC	**Proposal:** To install/bury a 2.375-inch conduit and data cable from their existing aerial network at W. Lexington Av. and N. Rotary Dr to their existing office at 104 Hayden Pl. The encroachment is proposed along the east side of N. Rotary Dr., the north and east side of Hillcrest Dr., the east side of N. Elm St., south side of W. Kivett Dr., and the west side of Hayden Pl.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
N. Rotary Drive	Minor Thoroughfare	50 ft. R/W and 26 foot curb & gutter
Hillcrest Drive	Local Street	50-60 ft. R/W and 26 foot curb & gutter
Elm Street	Major Thoroughfare	64-68 ft. R/W and 50-60 foot curb & gutter
W. Kivett Drive	Major Thoroughfare	50 ft. R/W and 34 foot curb & gutter
Hayden Place	Local Street	50 ft. R/W and 28 foot curb & gutter

Analysis

MCImetro proposes to install one 2.375" conduit and fiber cable from their existing aerial network at Lexington and Rotary Dr. to their existing office at 104 Hayden Place. MCI currently has two separate fiber cables that are installed in the same conduit system along N Main St. from Lexington to MCImetro’s office at 104 Hayden. It is necessary to move one of the cables to provide network diversity. The project proposes to use the shortest and most direct route along City right-of-ways on N. Rotary Dr., Hillcrest Dr., N. Elm St., and Hayden Place.

The conduit will be installed by directional boring. Once locates (all underground utilities are marked by the respective utility) are called in, MCI's contractor will verify the utilities by “potholing” the utilities to verify their location. The conduit will be installed at a minimum depth of 42-inches and will typically be installed 2 feet below existing utilities where they cross. Small excavations will be made at points along the route at directional changes, hand hole locations, and approx every 400 to 500 feet along straight runs. These excavations will be restored to original conditions per the City's specifications. The fiber cable will be installed after all the conduit is in place.

MCI's contractor will ensure proper traffic control and will get lane closure permits from High Point Department of Transportation. Permits have been applied for from NCDOT for the work along W. Lexington Avenue and W. Kivett Drive.

The route design has incorporated the future street improvements at the intersection of Lindsay and Elm. The conduit will be installed at a location and depth as to not encumber any of the proposed work.

The project will take approximately two (2) weeks to complete. MCI will start the project as soon as they receive permission from the City.

The installation of this conduit must avoid the typical utilities found within a public right-of-way (water, sewer, natural gas, electric, and other communication cables).

Findings

The Technical Review Committee (TRC) discussed this proposal at their April 18 and May 2, 2012 meetings. TRC supported the proposal provided the Encroachment Agreement prepared by the City Attorney includes the following: an indemnification clause for the City of High Point and a requirement to provide documentation that includes video of all sewer service laterals along the path of the encroachment. In addition, due to the length and urban nature of the encroachment a city inspector shall be present during the installation. Hand hole (30-inch by 60-inch concrete vaults installed flush with the ground) locations shall avoid to the maximum extent possible any disturbance to the root zone of existing trees. The conditions outlined in the encroachment agreement and the plans provided for the TRC review provide sufficient information for TRC to support the encroachment.

Recommendation

Based upon TRC's determination, the department recommends approval of the requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Mark Schroeder AICP, and reviewed by Bob Robbins AICP and Lee Burnette AICP.

2010 Aerial showing proposed conduit and data line

Right-of-way Encroachment Case RE12-02

Applicant: MCI

Location of encroachment

Department of Planning and Development

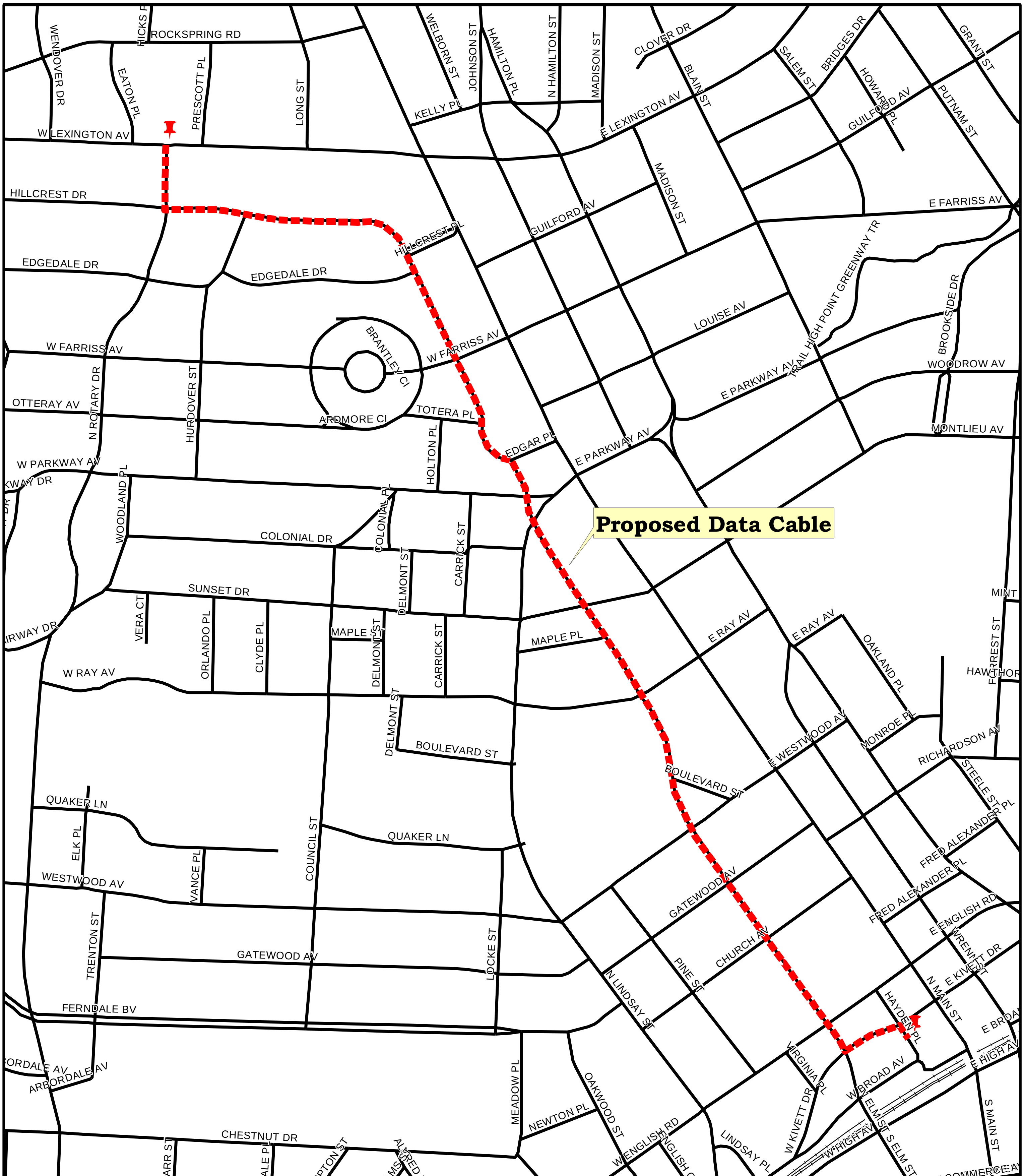
City of High Point

Date: May 25, 2012

N

Scale: 1'=800'

y:/ba-pz/2009/pz/
re09-01photo.mxd



Right-of-way Encroachment Case RE12-02

Applicant: MCI

Location of encroachment

Department of Planning and Development

City of High Point

Date: May 25, 2012

N

Scale: 1'=800'

y:/ba-pz/2009/pz/re09-01.mxd

NORTH CAROLINA SHAKESPEARE FESTIVAL

2012 -2013 Information Sheet

Projected Operating Budget: $2.3 million

MainStage Production: *Romeo & Juliet*

Performances:

- 12 SchoolFest 10:00 am Matinees
- 13 Public Performances

Audience Projections

- SchoolFest Matinees - 6,000 students & teachers
  Estimated High Point attendees – 1,500 students and teachers
- Public Performances – 7,000 general audience
  Estimated High Point attendees – 1,400 general audience

MainStage Production: *A Christmas Carol*

Performances:

- 10 SchoolFest 10:00 am Matinees
- 13 Public Performances

Audience Projections

- SchoolFest Matinees – 7,000 students & teachers
  Estimated High Point attendees – 1,400 students and teachers
- Public Performances – 7,000 general audience
  Estimated High Point attendees – 2,100 general audience

Shakespeare To Go School Tour

Performances

- Estimated Performances Statewide – 65
- Estimated High Point Performances – 12

Audience Projections

- Estimated Audience Statewide – 20,000
- Estimated High Point Audience – 3,500

April 5, 2012

Dear City Council:

The Shakespeare Festival has requested a letter from me to ask for your continued support of the annual theatre facilities grant you provide The Festival for its use of The High Point Theatre.

I am sure I must be only one of many educators and citizens in our community who value The Shakespeare Festival's unique contribution to High Point. The teachers and students at Oak View Elementary School enjoyed and benefited greatly from the Festival's Shakespeare to Go Show this year. We hope to make it and the production of *A Christmas Carol* at The High Point Theatre regular school events for our students.

As an educator I can appreciate how The Shakespeare Festival provides our students with special opportunities to better comprehend language and performing arts. As a citizen, I appreciate the contribution The Shakespeare Festival makes to improving the quality of life in High Point.

The council's past support of our Shakespeare Festival indicates your understanding of the special contribution The Shakespeare Festival makes to our city. Your continued support will help this amazing organization sustain it service to our students and adults.

Thank you,

Patricia B. Abondolo, CF
Oak View Elementary School

April 5, 2012

Dear City Council:

The Shakespeare Festival has asked us to write this letter asking for your continued support of the annual theatre facilities grant you provide The Festival for its use of The High Point Theatre.

We are just one of many educators who believe in the value of the Shakespeare festival to the community of High Point. Our students greatly enjoyed the recent performers from the Shakespeare Festival. They not only performed but they taught them literary terms to help them understand the play, which made the performance interesting to the students. Many of our students may never get to experience attending a play at a theater, so having the traveling Shakespeare shows come to schools is just one of the many assest of having the Shakespeare Festival.

We thank you for your support of the Shakespeare Festival thus far and we hope that you will continue to support the many wonderful contributions they are making to our community.

Thank you,

Kathy Tyndall Angela Bracken Stacy Carolina

4th Grade Teachers
Oakview Elementary School

Guilford
County Schools

February 1, 2012

Oak Hill Elementary School

Patrice Faison
Principal

Shakespeare-to-Go
NCShakes Spirit Center Campus
807 West Ward Avenue
High Point, NC 27260

Dear Shakespeare-to-Go and NCShakes:

We truly appreciate your generous donation of the fabulous performance on Friday! Your donation will help further the opportunities for our students at Oak Hill Elementary School. It was engaging and entertaining and our students and faculty greatly enjoyed the performance. We are especially grateful for your flexibility with our exciting afternoon.

Thank you for thinking of us in your impressive effort to give back to your community!

Sincerely,

Patrice Faison

Patrice Faison

320 Wrightenberry Street High Point, NC 27260
P 336.819.2925 F 336.819.2931

WESTCHESTER
COUNTRY DAY SCHOOL

Barbara Stinson
Westchester Country Day School
2045 N. Old Greensboro Road
High Point, NC 27265
March 19, 2012

Dear High Point City Council:

I am writing to request your sustained support of the annual in-kind Theatre Fees grant you provide to the North Carolina Shakespeare Festival.

Over the past 16 years the Shakespeare Festival has played a valuable role in my mission as an educator. Its teacher workshops have deepened my understanding of Shakespeare and enhanced my classroom skills. Its school tour program has provided an in-school visual aid that supports my students' study of the plays, and its extraordinary productions at our High Point Theatre have inspired my students and helped develop their appreciation and understanding of art's power and beauty. The students still talk about the fool in *King Lear* and the spectacular staging of *The Tempest*. When students return from college to visit, one of the memories sure to come up is which Shakespeare production was their favorite – even years later. That is truly impressive.

I know that I am only one of many teachers who value the Shakespeare Festival's programming. I know that my students are just a handful of the many High Point students whose lives are touched by our theatre company's programming. I also know that our city is far richer for claiming itself as home to one of our state's most distinctive performing arts organizations.

Thank you for the leadership you have shown providing the Theatre Fees grant to The Festival in the past. I sincerely hope that you will sustain this critical funding for The Festival in the upcoming fiscal year.

Sincerely,

Barbara J. Stinson

Barbara J. Stinson, English Department Chair

March 27, 2012

Dear City Council:

I'm writing to request your continued support of the in-kind facilities grant you provide The North Carolina Shakespeare Festival relative to its use of The High Point Theatre.

NCShakes' history mirrors that of so many arts groups in our community and state. It's a history of consistent artistic achievement and community service characterized by equally consistent financial duress. To its credit, our NCShakes has remained steadfast in its passion for excellence and, most important, in its dedication to remain one of our city's most distinctive cultural resources.

Your sustained in-kind facilities grant will go a long way towards helping NCShakes achieve its priority commitment to professional excellence and sustainability. This commitment is apparent in the staffing additions it has made recently to address the critical issue of building capacity to develop earned and contributed income opportunities that insure quality in the classroom and on the stage while fostering financially stable and balanced budgets.

It's been my good fortune to have had a long relationship with NCShakes – sometimes as a Trustee and always as a supporter and friend. During my association I've learned that great arts and cultural resources don't just happen, but are the result of a community's commitment to their growth and success. Truly, NCShakes' condition is a reflection of the value we as a community place upon it.

It's also my firm belief that NCShakes is a light that is seen and appreciated by business leaders from across the world as they consider relocating their businesses to our community. NCShakes' impact on our economy, students and citizens is truly immeasurable.

I ask you to cast a vote that will help prosper and continue this uncommon community resource. Your vote, I think, will also be a vote to creatively prosper the city we all love so deeply.

Thank you,

Chris Greene

Chris Greene
811 Country Club Dr.

highpoint
MARKET AUTHORITY
164 South Main Street, Suite 700, High Point, NC 27260
P: 336.869.1000 F: 336.869.6999 www.highpointmarket.org

Date: March 29, 2012

Dear City Council:

I'm writing to request your continued grant support of The North Carolina Shakespeare Festival.

It's an educational and artistic resource our city should be proud of and nurture generously.

The revitalization efforts that are underway and High Point are exciting. A key element in these efforts must be sustained development of high quality arts and cultural programming.

This kind of programming enhances our city's image; it inspires our citizens to become further engaged in the community; it attracts travel and tourism; and it enriches our schools.

The Shakespeare Festival epitomizes the kind of arts programming that will put High Point on the map. When we help prosper The Festival we help prosper High Point.

The Market Authority is already making plans to partner with them to enhance the Market.

I appreciate your steady support of the arts over the years.

Thank you,

T Conley

Tom Conley, President
High Point Market Authority

high point
convention & visitors bureau

March 28, 2012

Dear Mayor Smothers and City Council:

I am writing to request your continued support of our North Carolina Shakespeare Festival.

As you know the Shakespeare Festival's professional productions and educational programs enrich the lives of so many of our citizens. It is an educational and cultural resource our city should be proud of and one our city should steadily support.

Our city's continued in-kind support of The Shakespeare Festival is critical not only to The Festival's success but also to our city's success.

High Point needs to continue build its cultural and artistic infrastructure to attract business and industry, to enhance its self- and statewide- image as an appealing place to live and visit and to serve our youth and adults with inspiring and stimulating quality arts events.

Your continued support of The Shakespeare Festival is critical to the revitalization efforts that are underway and building momentum in our city. More than ever, High Point needs a thriving Festival that performs brilliantly and often and steadily fosters the renewed energy our community needs.

I appreciate your visionary support of the arts over the past generation. It is clear the arts will play a vital role in our community's commitment to 'ignite' High Point. Thank you for all you do for our wonderful High Point.

Respectfully,

Tim

Timothy C. Mabe CFE, CMP, CMM, MBA
President & CEO
High Point Convention & Visitors Bureau

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

May 29, 2012

MEMO TO: Strib Boynton, City Manager
City Council Members

FROM: Jeffrey A. Moore, Financial Services Director
Joanne Carlyle, City Attorney

SUBJECT: Required City Council actions to Issue General Obligation Bonds

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Due to the required timing of the LGC's approval process and City Council's meeting dates, this item is requested for approval on City Council's agenda for final action June 4, 2012.

1. The City's bond attorneys have prepared the attached legal document required for the issuance of the Series 2012 Downtown Improvement and Refunding General Obligation Bonds. The resolution authorizes, among other things, the final details of the bond orders for and the issuance of $5,785,000 General Obligation Bonds, Series 2012A (the two-thirds bonds) and up to $30,000,000 General Obligation Refunding Bonds, Series 2012; and the execution and delivery of the related bond documents, including the Escrow Deposit Agreement and the Bond Purchase Agreement. The resolution also delegates to the Mayor, the City Manager, and the Financial Services Director the authority to approve the interest rates, purchase price and the other terms of the Bonds. City Council is requested to approve the attached "Bond Orders."

The Local Government Commission is expected to approve the issuance of the referenced bonds in its action on Tuesday June 5, 2012.

These are necessary legal proceedings for the issuance of these bonds. As always, we will be available if you have any questions.

A regular meeting of the City Council of the City of High Point, North Carolina was held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 4:45 p.m. on June 4, 2012.

Present: Mayor Rebecca R. Smothers, presiding, and Council Members ______________

____

Absent: Council Members ____

____

Also Present: ____

____

* * * * * *

________________ introduced the following resolution the title of which was read and copies of which had been previously distributed to each Council Member:

RESOLUTION PROVIDING FOR THE ISSUANCE OF $5,785,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2012

BE IT RESOLVED by the City Council (the “City Council”) of the City of High Point, North Carolina (the “City”):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) An order authorizing $5,785,000 Downtown Improvement Bonds was adopted by the City Council of the City on May 7, 2012, which order will take effect on June 10, 2012.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue $5,785,000 of said bonds at this time.

(c) The maximum period of usefulness of the public improvements to be provided with the proceeds of said bonds for downtown improvements is estimated as a period of twenty (20) years from June 27, 2012, the date of the bonds authorized hereby, and that such period expires on June 27, 2032.

Section 2. Pursuant to said order, there shall be issued bonds of the City in the aggregate principal amount of $5,785,000 designated “General Obligation Public Improvement Bonds, Series 2012” and dated the date of delivery thereof (the “Bonds”). The principal of the Bonds shall be payable annually, March 1, $290,000 2013 to 2029, inclusive, and $285,000 2030 to 2032, inclusive (subject to adjustment as provided below), and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the

Bonds are sold, which interest to the respective maturities thereof shall be payable on each March 1 and September 1, beginning September 1, 2012, until payment of such principal sum.

Principal of the Bonds shall be due on March 1 of each year as provided above either on account of the maturity of Bonds on such date or pursuant to mandatory sinking fund redemption on such date as provided in the Notice of Sale relating to the Bonds. Bonds to be retired on account of the maturity thereof on a designated date are herein referred to as "Serial Bonds" and Bonds to be retired on multiple dates on account of mandatory sinking fund redemptions and maturity are herein referred to as "Term Bonds." The Financial Services Director may take all actions necessary, including modification of the form of Bonds set forth herein in Section 3 of this resolution and the redemption provisions set forth in Section 4 of this resolution, in order to conform any Bonds to the requirements for Term Bonds.

The City reserves the right to increase or decrease the principal amount of each maturity of the Bonds prior to the opening of bids for the Bonds in the manner set forth in the Notice of Sale relating to the Bonds, subject to the limitations set fort in Section 159-65 of the General Statutes of North Carolina.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the City hereinafter provided for as the registered owner of such Bond or his registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the City may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The City shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Financial Services Director of the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC. If the City identifies another qualified securities depository to replace DTC, the City will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the City fails to identify another qualified securities depository to replace DTC, the City shall deliver replacement Bonds in the form of fully-registered certificates in denominations of $5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the City may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor and the City Clerk of the City and the official seal or a facsimile of the official seal of the City shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the City or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following form:

No. R-__ $_________

United States of America
State of North Carolina

CITY OF HIGH POINT, NORTH CAROLINA
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2012

Maturity Date	Interest Rate	CUSIP No.
March 1, 20__	_____%	______________

The City of High Point, a municipal corporation in the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Financial Services Director of said City (the "Bond Registrar"), in High Point, North Carolina, the principal sum of

________________________________ DOLLARS

and to pay interest on such principal sum from the date hereof or from March 1 or September 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is March 1 or September 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each March 1 and September 1, beginning September 1, 2012, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of said City; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company, New York, New York ("DTC"), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said City are hereby irrevocably pledged.

This bond is one of an issue of bonds designated "General Obligation Public Improvement Bonds, Series 2012" (the "Bonds") and issued by said City for the purpose of providing funds, with any other available funds, for downtown improvements, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the City Council of said City, which order has taken effect, and a resolution duly passed by said City Council (the "Resolution").

The Bonds maturing on or prior to March 1, 2022 are not subject to redemption prior to maturity. The Bonds maturing on March 1, 2023 and thereafter will be subject to redemption prior to their maturity, at the option of said City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than March 1, 2022, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

[If any Bonds are Term Bonds, the following paragraph shall be applicable:

The Bonds maturing March 1, ____ shall be subject to mandatory redemption in part by lot on March 1 in the years and amounts set forth below at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, , plus accrued interest thereon to the date fixed for redemption:

Year	Amount

____

*Maturity]

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as said City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. So long as a book-entry system with The Depository Trust Company, New York, New York ("DTC"), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as said City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption[, except a notice of redemption in respect of a mandatory sinking fund redemption,] may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said City will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of $5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said City for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said City sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said City, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of High Point, North Carolina, by resolution duly passed by its City Council, has caused this bond to be manually signed by the Mayor and the City Clerk of said City and its official seal to be impressed hereon, all as of the ____ day of June, 2012.

____
Mayor

[SEAL]

____
City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

____
Financial Services Director, as Bond Registrar

Date of authentication: __________________

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto ____

____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ______

____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________________

In the presence of:

____

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

____

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to March 1, 2022 are not subject to redemption prior to maturity. The Bonds maturing on March 1, 2023 and thereafter will be subject to redemption prior to their maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than March 1, 2022, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

If the Financial Services Director of the City determines that all or a portion of the Bonds shall be Term Bonds, then such Term Bonds shall be subject to mandatory sinking fund redemption in the amount necessary to retire principal of the Bonds on each March 1 as set forth in Section 2 of this resolution at a redemption price equal 100% of the principal amount to be so redeemed, plus accrued interest to the date fixed for redemption. In the event that any of the Term Bonds are redeemed in part pursuant to the optional redemption provisions set forth in the immediately preceding paragraph, the mandatory redemption requirements for the remaining Term Bonds of the same maturity shall be reduced in an aggregate amount equal to the amount of Term Bonds of the same maturity so redeemed in the years and amounts designated by the Financial Services Director of the City to the Bond Registrar.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of the City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of redemption, except a notice of redemption in respect of a mandatory sinking fund redemption, may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the City upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The City or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the City or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to Section 4 of this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the Bonds. The Financial Services Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively the “Bond Registrar”), subject to the right of the City Council of the City to appoint another Bond Registrar, and as such shall keep at his office in the City, the books of the City for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The City covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the City Manager, the Financial Services Director and the City Clerk of the City in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the “Final Official Statement”), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the City Manager and the Financial Services Director of the City are hereby authorized to execute and deliver such Final Official Statement for and on the behalf of the City, and such execution shall be conclusive evidence of the approval of the City Council of the Final Official Statement.

Section 8. The City hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the “MSRB”):

(a) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2012, audited financial statements of the City for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the City are not available by seven months from the end of such Fiscal Year, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2012, (i) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the headings “THE CITY - Debt Information and - Tax Information” (excluding any information on overlapping units) in the Final Official Statement relating to the Bonds and (ii) the combined budget of the City for the current Fiscal Year, to the extent such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material; and

(d) in a timely manner, notice of a failure of the City to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by indentifying information as prescribed by the MSRB.

The City may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

If the City fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The City reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the City, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12") as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the City (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the City makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment, in full of the principal and interest with respect to all of the Bonds.

Section 9. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 10. This resolution shall take effect upon its passage.

Upon motion of Council Member __________________, seconded by Council Member ______________, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE OF $5,785,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2012" was passed by the following vote:

Ayes:____

____

Noes:____

____

Thereupon, ________________ introduced the following resolution the title of which was read and copies of which had been previously distributed to each Council Member:

RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

BE IT RESOLVED by the City Council (the “City Council”) of the City of High Point, North Carolina (the “City”):

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) An order authorizing $30,000,000 General Obligation Refunding Bonds was adopted by the City Council of the City on March 16, 2012, which order has taken effect.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue not exceeding $30,000,000 of such bonds at this time.

(c) The shortest period of time in which the outstanding Water and Sewer Bonds, Series 2003 (the “2003 Water and Sewer Bonds”) of said City, dated May 1, 2003, to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the City as determined by the Local Government Commission of North Carolina (the “Commission”) is a period which expires on April 1, 2023, and that the end of the unexpired usefulness of the projects financed by said 2003 Water and Sewer Bonds is estimated as a period of at least forty (40) years from May 1, 2003, the date of said 2003 Water and Sewer Bonds, and that such period expires on May 1, 2043.

(d) The shortest period of time in which the outstanding Public Improvement Bonds, Series 2005 (the “2005 Public Improvement Bonds”) of said City, dated October 1, 2005, to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the City as determined by the Commission is a period which expires on March 1, 2026, and that the end of the unexpired period of usefulness of the projects financed by said bonds is estimated as a period of at least forty (40) years from October 1, 2005, the date of the 2005 Public Improvement Bonds, and that such period expires on October 1, 2045 (except for the street and entrance improvements financed from $6,260,000 of the proceeds of such 2005 Public Improvement Bonds which have an estimated unexpired period of usefulness of twenty (20) years from October 1, 2005, such period expiring on October 1, 2025).

(e) The shortest period of time in which the outstanding Public Improvement Bonds, Series 2006 (the “2006 Public Improvement Bonds”) of said City, dated June 1, 2006, to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the City as determined by the Commission is a period which expires on March 1, 2027, and that the end of the unexpired period of usefulness of the projects financed by said bonds is estimated as a period of at least forty (40) years from June 1, 2006, the date of the 2006 Public Improvement Bonds, and that such period expires on June 1, 2046.(except for the street and entrance improvements financed from $7,700,000 of the proceeds of such 2006 Public Improvement Bonds which have an estimated unexpired period of usefulness of twenty (20) years from June 1, 2006, such period expiring on June 1, 2026).

Section 2. Pursuant to said order, there shall be issued bonds of the City in the aggregate principal amount not to exceed $30,000,000 designated "General Obligation Refunding Bonds, Series 2012" and dated the date of delivery thereof (the "Bonds"). The exact aggregate principal amount of the Bonds and the principal amount of each maturity of the Bonds to be issued shall be determined by the City at the time the Bonds are sold in accordance with the provisions of the Notice of Sale relating to the Bonds. The Bonds shall be issued in an amount sufficient to provide funds to (a) refund all or a portion of the Refunded Bonds (hereinafter defined) and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Bonds. Subject to the provisions of this resolution, the Bonds shall mature at such times and in such amounts and bear interest at a rate or rates to be determined by the Commission, with the approval of the City, at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on each March 1 and September 1, beginning September 1, 2012, until payment of such principal sum.

The Bonds shall be offered and sold pursuant to the terms of the Notice of Sale relating to the Bonds; provided, however that the Bond shall be sold at a purchase price not less than 99% or greater than 120% of the aggregate principal amount of the Bonds, and the interest rates on the Bonds shall not to result in an aggregate true interest cost in excess of 3.50% per annum. The final maturity of the Bonds shall not be later than March 1, 2027.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds shall be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), shall be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the City hereinafter provided for as the registered owner of such Bond or his registered assigns or legal representative, at such office of the Bond Registrar (hereinafter mentioned) or such other place as the City may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by said Bond Registrar on each interest payment date to the registered owner of such Bond (or the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books; provided, however, that for so long as the Bonds are deposited with DTC, the payment of the principal of and interest on the Bonds shall be made to DTC in same-day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The City shall not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the City determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City shall discontinue the book-entry system with DTC. If the City identifies another qualified securities depository to replace DTC, the City shall make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds, and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the City fails to identify another qualified securities depository to replace DTC, the City shall deliver replacement Bonds in the form of fully-registered certificates in denominations of $5,000 or any whole multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the City may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor and the City Clerk of the City and the official seal or a facsimile of the official seal of the City shall be impressed or imprinted, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as hereinafter provided.

In case any officer of the City or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds and the endorsements thereon shall be in substantially the following form:

No. R-__ $__________

United States of America
State of North Carolina

CITY OF HIGH POINT, NORTH CAROLINA
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012

Maturity Date	Interest Rate	CUSIP No.
March 1, 20__	_____%	_____________

The City of High Point, a municipal corporation duly organized and validly existing in the State of North Carolina, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Financial Services Director of said City (the "Bond Registrar"), in High Point, North Carolina, the principal sum of

_______________________ DOLLARS

and to pay interest on such principal sum from the date hereof or from March 1 or September 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is March 1 or September 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on each March 1 and September 1, beginning September 1, 2012, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of said City; provided, however, that for so long as the Bonds (hereinafter defined) are deposited with The Depository Trust Company, New York, New York ("DTC"), the payment of the principal of and interest on the Bonds shall be made to DTC in same day funds by 2:30 p.m. or otherwise as determined by the rules and procedures established by DTC. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said City are hereby irrevocably pledged.

This bond is one of an issue of bonds designated "General Obligation Refunding Bonds, Series 2012" (the "Bonds") and issued by said City for the purpose of providing funds to refund certain outstanding general obligation bonds of said City. The Bonds are issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by the City Council of said City, which order has taken effect, and a resolution duly passed by said City Council (the "Resolution").

The Bonds maturing on or prior to March 1, 2022 are not subject to redemption prior to maturity. The Bonds maturing on March 1, 2023 and thereafter will be subject to redemption prior to their maturity, at the option of said City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than March 1, 2022, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as said City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. So long as a book-entry system with The Depository Trust Company, New York, New York ("DTC"), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as said City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, said City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of said City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date and, if moneys for payment of such redemption price and the accrued interest are held by the Bond Registrar as provided in the Resolution, interest on the

Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of $5,000 or any whole multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC, and transfer of principal and interest payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. Said City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, said City will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of $5,000 or any whole multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at his office the books of said City for the registration of transfer of Bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said City sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said City, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of High Point, North Carolina, by resolution duly passed by its City Council, has caused this bond to be manually signed by the Mayor and the City Clerk of said City and its official seal to be impressed hereon, all as of the ___ day of June, 2012.

____
Mayor

[SEAL]

____
City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

____
Secretary of the Local Government Commission of North Carolina

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

____
Financial Services Director, as Bond Registrar

Date of authentication: _______________

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto ____

____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints_______

____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________________

In the presence of:

_______________________________________ _______________________________________

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing on or prior to March 1, 2022 are not subject to redemption prior to maturity. The Bonds maturing on March 1, 2023 and thereafter will be subject to redemption prior to their maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than March 1, 2022, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the City in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. So long as a book-entry system with DTC, is used for determining beneficial ownership of Bonds, if less than all of the Bonds within the maturity are to be redeemed, DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed by lot. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called in such manner as the City may determine.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the City shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part to his address appearing upon the registration books of the City, provided that such notice to Cede & Co. shall be given by certified or registered mail or otherwise as prescribed by DTC. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the Bonds to be redeemed, and that if such moneys are not so received, such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the redemption price and interest on such Bonds are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to such redemption date.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the Bond Registrar in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the City upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Bond Registrar. The City or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the City or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Bonds. The Financial Services Director of the City, or any person at anytime acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively, the "Bond Registrar"), subject to the right of the City Council of the City to appoint another Bond Registrar, and as such shall keep at his office in the City, the books of the City for the registration, registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The City covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended or as may be amended from time to time, and any Treasury regulations now or hereafter promulgated thereunder, to the extent necessary so that interest on the Bonds will not be included in gross income of the owners of the Bonds for federal income tax purposes.

Section 7. All actions of the Mayor, the City Manager, the Financial Services Director and the City Clerk of the City in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds are hereby approved, ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing a Preliminary Official Statement, to be dated as of the date of delivery thereof, relating to the sale of the Bonds. Such Preliminary Official Statement, in substantially the form presented at this meeting, is hereby authorized and approved.

The preparation of a final Official Statement (the "Final Official Statement"), which will be in the form of the Preliminary Official Statement, but will include certain pricing and other information to be made available to the successful bidder for the Bonds by the Local Government Commission of North Carolina, is hereby approved, and the Mayor, the City

Manager and the Financial Services Director of the City are hereby authorized to execute such Final Official Statement for and on the behalf of the City, and such execution shall be conclusive evidence of the approval of the City Council of the Final Official Statement.

Section 8. The City hereby undertakes, for the benefit of the beneficial owners of the Bonds, to provide to the Municipal Securities Rulemaking Board (the "MSRB"):

(a) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2012, audited financial statements of the City for such Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or, if such audited financial statements of the City are not available by seven months from the end of such Fiscal Year, unaudited financial statements of the City for such Fiscal Year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(b) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2012, (i) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the headings "THE CITY - Debt Information and - Tax Information" (excluding any information on overlapping units) in the Final Official Statement relating to the Bonds and (ii) the combined budget of the City for the current Fiscal Year, to the extent such items are not included in the audited financial statements referred to in (a) above.

(c) in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

(7) modification to the rights of the beneficial owners of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution or sale of any property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a trustee or a successor or additional trustee or the change of name of a trustee, if material; and

(d) in a timely manner, notice of a failure of the City to provide required annual financial information described in (a) or (b) above on or before the date specified.

All information provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by indentifying information as prescribed by the MSRB.

The City may meet the continuing disclosure filing requirement described above by complying with any other procedure that may be authorized or required by the United States Securities and Exchange Commission.

If the City fails to comply with the undertaking described above, any beneficial owner of the Bonds may take action to protect and enforce the rights of all beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default and shall not result in any acceleration of the Bonds. All actions shall be instituted, had and maintained in the manner provided in this paragraph for the benefit of all beneficial owners of the Bonds.

The City reserves the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the City, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City;

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12") as of the date of the Final Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the City (such as bond counsel), or by the approving vote of the registered owners of a majority in principal amount of the Bonds pursuant to the terms of this resolution, as this resolution may be amended from time to time, at the time of such amendment.

In the event that the City makes such a modification, the annual financial information containing the modified operating data or financial information shall explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section shall terminate upon payment, or provision having been made for payment, in full of the principal and interest with respect to all of the Bonds.

Section 9. U.S. Bank National Association, Charlotte, North Carolina, is hereby appointed as escrow agent (the “Escrow Agent”) in connection with the refunding of the bonds to be refunded mentioned in Section 10 below, subject to the right of the City Council to appoint another Escrow Agent as provided in the Escrow Deposit Agreement (hereinafter mentioned), and as such shall perform its responsibilities as provided in the Escrow Deposit Agreement. The Escrow Deposit Agreement, to be dated as of June 1, 2010 (the “Escrow Deposit Agreement”), between the City and the Escrow Agent, in substantially the form presented at this meeting, and the creation of the Escrow Fund thereunder and the other arrangements to accomplish such refunding, is hereby approved, and the Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized to execute and deliver the Escrow Deposit Agreement for and on behalf of the City with such additions, deletions and changes as they, with the advice of counsel, deem necessary.

Section 10. Subject to the next succeeding sentence, the City hereby determines to refund (a) $6,300,000 of the City’s outstanding General Obligation Water and Sewer Bonds, Series 2003, dated May 1, 2003, maturing April 1, 2014 to 2023, inclusive, (b) $9,815,000 of the City’s outstanding General Obligation Public Improvement Bonds, Series 2005, dated October 1, 2005, maturing March 1, 2016 to 2026, inclusive, and (c) $7,660,000 of the City’s outstanding General Obligation Public Improvement Bonds, Series 2006, dated June 1, 2006, maturing March 1, 2017 to 2024, inclusive. If, on or prior to the sale date of the Bonds, the Financial Services Director of the City shall determine that it is in the best economic interests of the City not to refund all or any portion of such bonds or to refund any additional outstanding bonds of each such series, the Financial Services Director is hereby authorized to make changes in the amounts and maturities of such bonds of each series to be refunded, such changes to be set forth in the Escrow Deposit Agreement.

Subject to the issuance of the Bonds to refund such bonds in accordance with this Section, (a) all of the City’s outstanding General Obligation Water and Sewer Bonds, Series 2003 to be refunded by the Bonds are hereby called for redemption on April 1, 2013 at a redemption price equal to 101% of the principal amount of such General Obligation Water and Sewer Bonds, Series 2003 to be redeemed, (b) all of the City’s outstanding General Obligation Public Improvement Bonds, Series 2005 to be refunded by the Bonds are hereby called for redemption on March 1, 2015 at a redemption price equal to 100% of the principal amount of such General Obligation Public Improvement Bonds, Series 2005 to be redeemed and (c)) all of the City’s outstanding General Obligation Public Improvement Bonds, Series 2006 to be refunded by the Bonds are hereby called for redemption on March 1, 2016 at a redemption price equal to 100% of the principal amount of such General Obligation Public Improvement Bonds, Series 2006 to be redeemed, all in the manner provided in the Escrow Deposit Agreement. The Financial Services Director is hereby directed to provide notices of such redemptions at the times and in the manner set forth in the resolution authorizing the issuance of said bonds and the Escrow Deposit Agreement.

Section 11. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bonds in a manner consistent with the terms of this resolution.

Section 12. This resolution shall take effect upon its passage, except for Section 10 of this resolution which shall become effective only upon the issuance of the Bonds.

Upon motion of Council Member __________________, seconded by Council Member ______________, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012" was passed by the following vote:

Ayes:____

____

Noes:____

____

* * * * * *

I, Lisa B. Vierling, MMC, City Clerk of the City of High Point, North Carolina, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on June 4, 2012, as relates in any way to the passage of the foregoing resolutions providing for the issuance of general obligation bonds of said City.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City this 4th day of June, 2012.

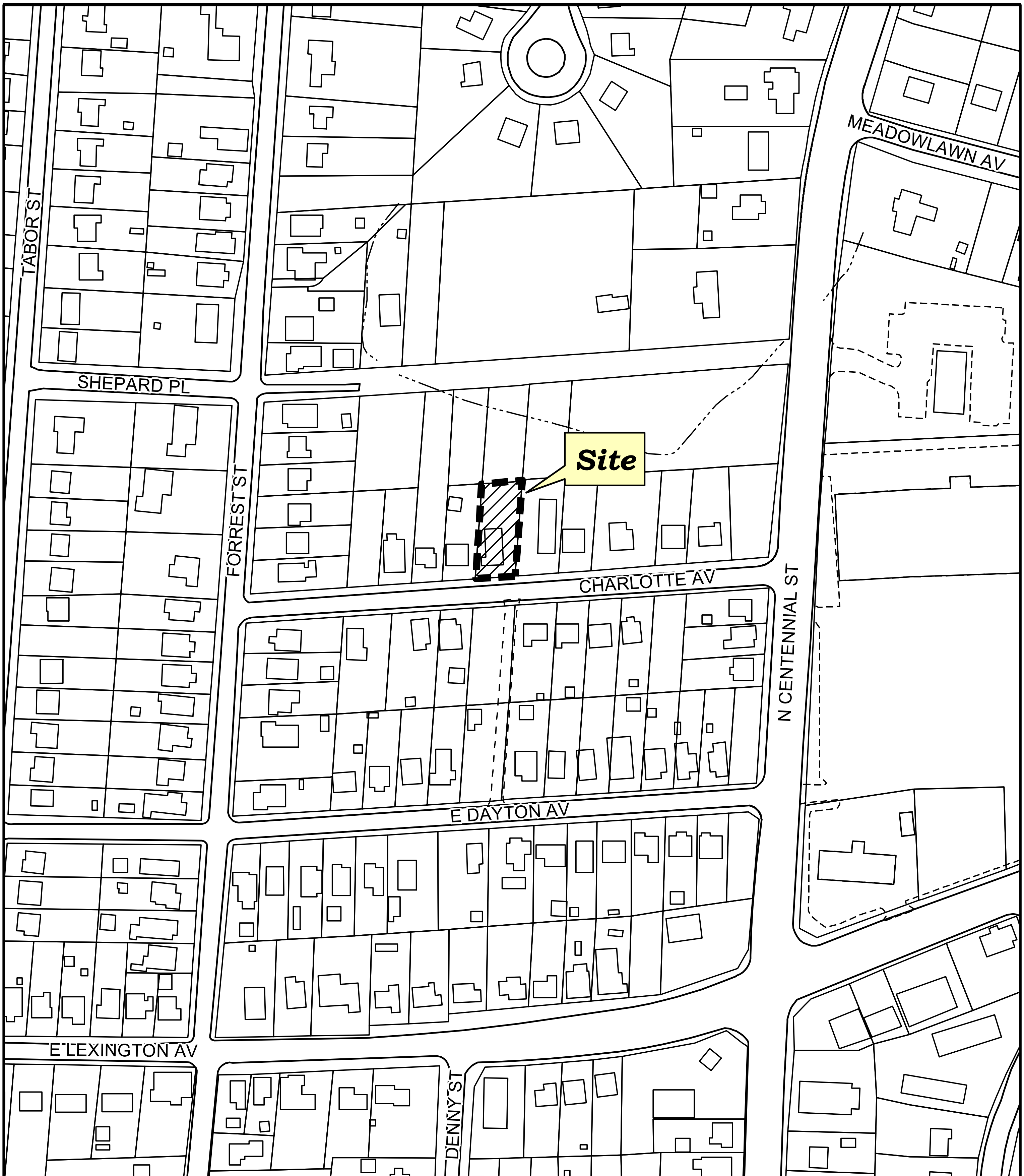
____

City Clerk

[SEAL]

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST:	Ordinance to Vacate
PROPERTY ADDRESS:	917 Charlotte Avenue
OWNER:	Apple Tree of High Point, LLC
FIRST INSPECTION: 4-2-2012	Number of Violations: Major 3 Minor 7 1) rear porch foundation has shifted off the footing due to improper draining of water at rear of the dwelling 2) improper sump pump connection to kitchen sink waste line causing water to spray from the sink drain back into the kitchen 3) no smoke detectors
HEARING RESULTS: 4-11-2012	The owner did not appear in person for the hearing. An agent for the owner contacted our office by phone for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was made at the request of the tenant. The dwelling was occupied by two adults and one child at the time of the inspection and is still occupied. The ordinance is requested to allow the inspector to close, vacate and placard the dwelling in accordance with State statutes.
ORDER(S) ISSUED: 4-11-2012	Order to Repair or Vacate with a compliance date of 5-11-12
APPEALS:	No appeals to date.
OWNER ACTIONS:	There have been no permits issued and repairs have not started. The owner has stated they are in the process of obtaining estimates for the repairs.
EXTENSIONS:	None request by the owner.
CURRENT STATUS: 5-23-2012	Conditions still exist. Dwelling is occupied.



917 Charlotte Avenue

Ordinance to Vacate/Close

Location of subject property

Department of Planning and Development

City of High Point

Date: May 29, 2012

N

Scale: 1'=200'

y:/ba-pz/Inspection/vacate

917 Charlotte Avenue

917 Charlotte Avenue

Information Technology Services

Steve Lingerfelt
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

Date: May 23, 2012

To: Pat Pate
Assistant City Manager

From: Steve Lingerfelt
Director of Information Technology Services

Subject: Radio System Upgrade Purchase

The Department of ITS requests permission to execute a contract with Motorola to procure equipment that will allow the City of High Point to participate in a regional radio system. This purchase will allow the city to upgrade it's existing equipment to a platform that will be supported in the future. The City will also share a central Core Switch with the City of Greensboro, Guilford County and possibly other regional municipalities that may join the regional system.

The cost of the equipment is $1,624,596 and includes 911 dispatch equipment, microwave links, Smart X radio equipment, engineering, installation, spare equipment and project management. It is my recommendation that we purchase the equipment with funds in our existing budget and with accumulated 911 funds.

This purchase will also allow us to spread the remaining upgrade cost of the project, an estimated $3,869,698 dollars, over the next several budget years. The total estimated cost of the radio system upgrade is now $6.7 million dollars. This is significantly lower than our original estimates of $11.6 million dollars.

The upgraded radio system solution will support the City's communication needs for many years and can be scaled upwards as needed.

Cc: Jeff Moore
Director of Finance

MOTOROLA

Motorola Solutions, Inc.
1700 Belle Meade Court
Lawrenceville, GA 30043

February 2, 2012

Steve Lingerfelt
Director Department of Communication
and Information Services
City of High Point
211 S. Hamilton St.
High Point, NC 27261

Re: SmartX Migration

Dear Mr. Lingerfelt:

Motorola Solutions, Inc is pleased to present its proposal to upgrade your current Motorola Gold Elite Consoles, your microwave network and the ability to tie in to the City of Greensboro's advance standards-based communication network. This will enhance the City of High Point's interoperability, improve employee safety and performance, and provide major cost savings by sharing the core equipment.

Our proposal offers a turnkey package including equipment, installation, program management and service tailored to the City of High Point. Motorola's proposal is conditioned upon your acceptance of the terms and conditions contained in the Communications System Agreement (CSA) included in this proposal, or a negotiated version thereof. Our proposal outlines the terms and conditions and system pricing with installation and optimization.

Motorola appreciates the opportunity to present this proposal and looks forward to implementing this project. If you require any additional information concerning this proposal, please contact Scott Hurt at 336 312-9165.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Marshall Wright
MSSSI Vice President & Director, Sales
North America Government & Commercial Markets

Section 7. Pricing

7.1 Motorola Solutions Pricing:

Smart X Equipment, Spares, Engineering, Installation, Optimization Project Management, and Warranty	**$ 607, 350**
Microwave 2 6GHz diversity 150 Mb links Spares, Training, Engineering, Installation Optimization Project Management and Warranty	**$ 314, 965**
8 Consoles, Training, Spares, Engineering, Installation, Optimization, Project Management and Warranty	**$ 617,283**
Test Equipment	**$ 152,690**
Investment	**$1,692,288**
If Total System is purchased by June 30, 2012	**-67,692**
Total Investment	**$1,624,596**

7.2 Warranty and Services

SUA II - System Upgrade Agreement II Includes

Covers all Motorola and Third-party software certified with the release
Includes Motorola system release software
Includes quarterly commercial software security patch updates
Includes on-site Labor and UO in-house pre-design and configuration labor to implement system releases
Includes FRU level hardware refresh required to implement system releases
Covers all labor and hardware for one upgrade in a two-year period

This SUA II will be billed by the City of Greensboro before the end of your Warranty Period

SUA II	**Year 2**	**$ 30, 200**
SUA II	**Year 3**	**$30, 300**
SUA II	**Year 4**	**$30, 400**
SUA II	**Year 5**	**$30, 500**

Post Warranty Technical Support for (8) Consoles $6215 per year

7.3 Payment Terms

The Contract Price in U.S. dollars is ____________. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1) 30% of Contract Value upon Contract Execution

2) 60% of Contract Value upon Shipment of Equipment

3) 5% of Contract Value upon Installation of Equipment

4) 5% of Contract Value upon System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Cynthia Davis
"6-4-2012 HPCC
"Scanned"

511402 Cellular Allowances

pg. 5	City Clerk	$	-	$	1,430.00
pg. 7	City Manager	$	1,300.00	$	4,290.00
pg. 9	Budget & Evaluation	$	-	$	1,430.00
pg. 11	City Attorney	$	-	$	1,430.00
pg. 15	Human Relations	$	-	$	1,430.00
pg. 17	Human Resources	$	1,300.00	$	2,860.00
pg. 21	Financial Services	$	650.00	$	1,430.00
pg. 29	Engineering Services	$	-	$	1,430.00
pg. 33	Info Tech Svcs Admin	$	-	$	4,940.00
pg. 35	Communications	$	-	$	1,430.00
pg. 37	Systems Project Admin	$	-	$	2,080.00
pg. 43	Police Chief's Office	$	1,950.00	$	4,615.00
pg. 47	Police Major Crimes	$	3,900.00	$	4,680.00
Pg. 51	Police Field Ops-South	$	2,600.00	$	8,840.00
pg. 55	Police Field Ops-North	$	2,600.00	$	4,298.00
pg 59&63	Fire	$	-	$	-
pg. 67	P&R Administration	$	650.00	$	4,940.00
pg. 81	Library Administration	$	-	$	2,860.00
pg. 103	Theatre Admin	$	-	$	1,430.00
pg. 111	Theatre Technical Svcs	$	-	$	1,430.00
pg. 115	Economic Development	$	-	$	2,860.00
pg. 117	P&D Planning	$	-	$	1,430.00
pg. 127	Core City Development	$	-	$	1,430.00
pg. 131	Transportation Admin	$	-	$	1,430.00
pg. 135	Traffic - Signs/Markings	$	-	$	650.00
pg.147	Public Services Admin	$	650.00	$	2,860.00
pg. 157	Street Maintenance	$	-	$	650.00
pg. 191	W-S Administration	$	-	$	4,030.00
pg.195	Westside WWTP	$	-	$	650.00
pg.197	W-S Mains	$	-	$	1,300.00
pg. 199	Laboratory Svcs	$	-	$	650.00
pg. 201	W-S Facilities Maint	$	-	$	1,300.00
pg. 203	Ward WTP	$	-	$	650.00
pg. 237	Customer Service Admin	$	-	$	1,430.00
pg. 257	Electric Admin.	$	650.00	$	2,860.00
pg. 289	Recycling Operations	$	-	$	650.00
pg. 297	Storm Water Operations	$	-	$	650.00
pg. 305	Radio Repair Shop	$	-	$	1,430.00
pg. 311	Facility Services	$	-	$	1,430.00
pg. 315	Fleet Services	$	650.00	$	3,050.00
pg. 329	Grants-Community Development	$	-	$	2,860.00
	total	**$**	**16,900.00**	**$**	**91,523.00**

$ 74,623.00 541.50%

522601 Radio Equipment Service/Expense

pg. 19	Safety & Health Admin	$ 974.00	$ 1,201.00		
pg. 29	Engineering Services	$ 11,688.00	$ 13,211.00		
pg. 47	Police Major Crimes	$ 37,986.00	$ 43,236.00		
pg. 51	Police Field Ops-South	$ 109,088.00	$ 129,317.00		
pg. 55	Police Field Ops-North	$ 121,750.00	$ 145,662.00		
pg. 59	Fire Administration	$ 35,064.00	$ 44,437.00		
pg. 63	Fire Suppression	$ 182,568.00	$ 223,929.00		
pg. 67	P&R Administration	$ 1,948.00	$ 2,402.00		
pg. 69	P&R Programs	$ 7,994.00	$ 9,921.00		
pg. 73	P&R Special Facilities	$ 25,324.00	$ 31,226.00		
pg. 77	P&R Parks	$ 25,324.00	$ 31,226.00		
pg. 131	Transportation Admin	$ 9,740.00	$ 12,010.00		
pg. 135	Traffic Signs/Markings	$ 7,792.00	$ 9,608.00		
pg. 139	Traffic Signals	$ 6,704.00	$ 8,292.00		
pg. 143	Computer Signal System	$ 3,896.00	$ 4,804.00		
pg. 147	Public Services Admin	$ 974.00	$ 1,201.00		
pg. 149	Environmental Svcs - Public Svcs	$ 37,986.00	$ 44,437.00		
pg. 157	Street Maintenance	$ 40,908.00	$ 49,241.00		
pg. 191	W-S Administration	$ 2,922.00	$ -		
pg. 193	Eastside WWTP	$ 8,766.00	$ 10,809.00		
pg. 195	Westside WWTP	$ 1,948.00	$ 2,402.00		
pg. 197	W-S Mains	$ 48,700.00	$ 57,648.00		
pg. 201	W-S Facilities Maint	$ 23,376.00	$ 28,824.00		
pg. 203	Ward WTP	$ 10,714.00	$ 13,211.00		
pg. 205	W-S Residuals	$ 2,922.00	$ 3,603.00		
pg. 235	Electric Engineering-Electric Ops	$ 8,766.00	$ 10,809.00		
pg. 237	Customer Service Admin.	$ 974.00	$ 1,201.00		
pg. 239	Meter Reading-Cust. Services	$ 9,740.00	$ 12,010.00		
pg. 241	Collections & Contact-Cust. Services	$ 1,948.00	$ 2,402.00		
pg. 243	Load Mgmt & Mkt-Cust Services	$ 974.00	$ 1,201.00		
pg. 247	Telephone Center-Cust Services	$ 974.00	$ 1,201.00		
pg. 249	Water Meter Svcs-Cust Services	$ 3,896.00	$ 6,005.00		
pg. 251	Dispatch-Cust Services	$ 7,792.00	$ 9,608.00		
pg. 253	Field Services-Cust Services	$ 7,792.00	$ 9,608.00		
pg. 257	Electric Admin-Electric Ops	$ 6,818.00	$ 6,548.00		
pg. 261	Warehouse Ops-Electric Ops	$ 1,948.00	$ 2,402.00		
pg. 263	Electric Structs&Stns-Electric Ops	$ 5,844.00	$ 7,206.00		
pg. 269	Electric Sys Improvs-Electric Ops	$ 52,772.00	$ 67,537.00		
pg. 285	Landfill Operations-Public Services	$ 16,558.00	$ 21,618.00		
pg. 289	Recycling Operations-Public Services	$ 2,922.00	$ 2,402.00		
pg. 297	Storm Water Ops-Public Services	$ 2,922.00	$ 3,603.00		
pg. 315	Fleet Services	$ 11,575.00	$ 14,297.00		
pg. 341	Transit Oper(HI-TRAN)-Trans Svcs	$ 16,872.00	$ 25,271.00		
	total	**$ 768,407.00**	**$ 939,822.00**	$ 171,415.00	122.30%

527101	**Consulting & Professional Fees**			**Same**	
pg. 7	City Manager			$ 135,500.00	
pg. 17	Human Resources	$ 156,000.00	$ 170,000.00		
pg. 29	Engineering Services	$ 33,600.00	$ 43,690.00		
pg. 51	Police Field Ops-South	$ 45,392.00	$ 52,892.00		
pg. 59	Fire Administration			$ 8,000.00	
pg. 63	Fire Suppression			$ 4,200.00	
pg. 69	P&R Programs	$ 23,400.00	$ 24,316.00		
pg. 73	P&R Special Facilities	$ 24,938.00	$ 26,148.00		
pg. 85	Library Technical Svcs			$ 54,825.00	
pg. 89	Library Children Svcs	$ 10,000.00	$ 11,000.00		
pg. 95	Library Lending Svcs			$ 15,500.00	
pg. 99	Historical Museum	$ 3,325.00	$ 7,428.00		
pg. 111	Theatre Technical Svcs	$ 58,800.00	$ 65,800.00		
pg. 127	Core City Development	$ 15,000.00	$ 25,000.00		
pg. 143	Computer Signal System			$ 7,500.00	
pg. 149	Environmental Services	$ -	$ 30,000.00		
pg. 157	Street Maintenance			$ 51,000.00	
pg. 344	Transit Grants-Transportation Svcs	$ 30,000.00	$ 188,000.00		
	totals	**$ 400,455.00**	**$ 644,274.00**	$ 243,819.00	160.90%

527102	**Legal Services**				
pg. 11	City Attorney	$ 135,000.00	$ 150,000.00		
pg. 17	Human Resources	$ 6,000.00	$ 35,000.00		
pg. 43	Police Chief Office	$ 2,000.00	$ 2,000.00		
pg.189	Special Approp	$ 10,000.00	$ 10,000.00		
pg. 285	Landfill Operations-Pub Services	$ 35,000.00	$ 20,000.00		
	totals	**$ 188,000.00**	**$ 217,000.00**	$ 29,000.00	115.40%

527111	**Legal Services - Workers Comp**		
pg. 17	Human Resources	$ -	$ 35,000.00
	totals	**$ -**	**$ 35,000.00**

527214	**Cleaning & Janitorial Contracts**			**Examples**	
pg. 40	Joblink-Idol	$ 11,650.00	$ 16,000.00		
pg. 51	Police Field Ops-South	$ -	$ 1,640.00		
pg. 135	Traffic-Signs/Markings	$ 800.00	$ 3,750.00		
	totals	**$ 12,450.00**	**$ 21,390.00**	$ 8,940.00	171.80%

Department of Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

May 23, 2012

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Supplemental Agreement Number 1, with the HNTB North Carolina, P.C.
U-5169: I-74/US 311 & NC 68 (Eastchester Drive) Interchange Replacement Study

The City of High Point has contracted with HNTB North Carolina, P.C. (HNTB) to complete an environmental study for the replacement of the I-74/US 311 & NC 68 interchange. This project, initially funded through American Recovery and Reinvestment Act (ARRA), was originally contracted for $431,901.27. The attached Supplemental Agreement with HNTB increases the contract amount for this project by $131,350.24. The new contract total will be $563,251.51 with this increase.

The City has entered into a supplemental agreement with the North Carolina Department of Transportation (NCDOT) to increase the funding and extend the completion date for this project. A budget amendment was completed when the additional funding was approved by City Council on April 16, 2012. A local match for the project is not required.

Supplemental Agreement #1 and the supplemental scope of additional services are attached.

Recommendation

This project is of great importance to High Point. The City has made a significant investment in its development and has actively promoted its value not only locally, but on a regional scale. To keep the project on track, the Department of Transportation respectfully recommends City Council's favorable consideration of this Supplemental Agreement with HNTB North Carolina, P.C. I will be available to address questions from the Finance Committee and the full Council on June 4.

Please advise if further information is desired.

c	Jeff Moore	Financial Services Director
	Lou Hedrick	Budget & Evaluation Officer
	Glenda Barnes	Budget Analyst
	David Hyder, P.E.	Transportation Planning Administrator
	Greg Venable	Transportation Planner
	File	

SUPPLEMENTAL AGREEMENT
(HNTB Project # 49843-PL-001)

This Supplemental Agreement, Number 1, to the PROFESSIONAL SERVICES AGREEMENT for T.I.P. Project Number U-5169, dated July 30th, 2010 (the Agreement), between CITY OF HIGH POINT (CITY) and HNTB North Carolina, P.C. (CONSULTANT) is made effective as of May 21st, 2012.

1. CONSULTANT shall perform the following Services:

See attached Scope of Services dated 3/12/2012.

2. In conjunction with the performance of the foregoing Services, CONSULTANT shall provide the following submittals/deliverables (Documents) to CITY:

See attached Scope of Services dated 3/12/2012.

3. CONSULTANT shall perform the Services and deliver the related Documents (if any) according to the following schedule:

See attached Scope of Services dated 3/12/2012.

4. In return for the performance of the foregoing obligations, CITY shall pay to CONSULTANT the amount of $ 131,350.24, raising the total compensation under the Agreement to the *lump sum* amount of $ 563,251.51.

   Original Contract Amount: $431,901.27
   Supplement 1 Amount: $131,350.24
   Total Contracted Amount: **$563,251.51**

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

CITY OF HIGH POINT
(CITY)

Signature: ________________________

Name: ___________________________

Title: ____________________________

Date: __________

HNTB North Carolina, P.C.
(CONSULTANT)

Signature: ___________________________

Name: ______________________________

Title: ________________________________

Date: __________

HNTB

STIP Project U-5169
US 311 (I-74) / NC 68 Interchange Replacement
City of High Point

Supplemental Scope of Services
Prepared by Anne Redmond, Craig Scheffler and Eric Seckinger, HNTB – 10/28/11; Revised 3/12/12

Based on 2011 traffic forecasts, improvements to surface streets north of the US 311 (I-74)/NC 68 interchange (Hilton Court/Gordon Road/Cypress Court) are necessary in order for the PCDE interchange concept to function properly. Since the original scope of services (dated July 6, 2010) did not include the analysis of these surface street improvements, a supplemental scope of services is necessary to include these improvements in the Categorical Exclusion document. This scope of services includes the additional field work/data collection required by the sub consultants (Davis-Martin-Powell & Associates, Inc., Sanborn, and Environmental Services, Inc.) to survey the expanded study area, as well as the efforts required by HNTB to incorporate the expanded study area in the Categorical Exclusion document.

I. Traffic Reanalysis – Revised Design Concept

1.1 Project Coordination - Traffic

HNTB will coordinate with NCDOT Roadway Design and Congestion Management Unit staff to discuss issues with proposed changes to initial HNTB functional design concepts for the Build – PCDE Alternative. HNTB will coordinate internally between traffic analysis and roadway design staff to discuss proposed changes to conceptual design, based on updated traffic analysis results.

1.2 DDI Analysis

HNTB will conduct a traffic analysis to determine the feasibility of a DDI interchange at NC 68/US 311 using a sketch design concept.

Deliverables: DDI Technical Memorandum

1.3 Update 2010/2035 Build Traffic Volumes

HNTB will revise/update 2010 base year and 2035 design year AM and PM peak hour traffic volumes to account for proposed access changes in the functional design plan. This includes the impacts to traffic flow for the following changes:

- Full closure of access to NC 68 from existing Gordon Road (originally planned as a right-turn in/right-turn out only (RIRO))
- RIRO access only for Timberlake Drive and adjacent Commercial Driveway (originally planned as a left-over into both minor streets)
- Realignment of York Avenue/Ambassador Court to form a four-legged intersection with NC 68
- Shifting of existing northbound left-turn/u-turn lane into commercial property along southbound NC 68 just south of Ambassador Court intersection. This access will be pushed up to the realigned York Avenue/Ambassador Court intersection with NC 68. AM and PM peak hour traffic count information will be collected by the CITY and provided to HNTB for all ingress/egress movements from the existing commercial driveway to/from NC 68, along with information on existing land uses served by the driveway.

II. Revised Natural Resources Technical Report (NRTR)

Environmental Services, Inc., (ESI) has been asked to provide HNTB with a revised Natural Resources Technical Report (NRTR) for the expanded US 311-NC 68 Intersection Improvement Project, located in the City of High Point, Guilford County, North Carolina. It is our understanding that the project study area has been expanded to include a larger area (Gordon Road/Hilton Court area) and the revised NRTR will address the expansion area, as well as the original study area. The work completed under this task order covers all tasks that are required to revise the original NRTR to cover all aspects of the expansion area, as well as, the original project study area.

There is no duplication of effort proposed as a part of this scope of services.
The NRTR will follow NCDOT's standard template, as well as the NCDOT Natural Resources Investigation Protocol (dated December, 2010) and will be of a suitable format such that information may be taken from the report for inclusion in a NEPA, SEPA or Categorical Exclusion document for the proposed project.

This project will be administered and performed by the Raleigh and Charlotte, North Carolina offices of Environmental Services, Inc., (ESI). Mr. Kevin Markham will serve as Principal-in-Charge and Mr. Paul Petitgout will serve as Project Manager/Principal Investigator. Included under this task are coordination with HNTB, as well as a review of technical findings, and all aspects of planning and reporting including: quality assurance/quality control, project tracking, scheduling, progress reports, administrative services (phone calls, letters, *etc*.) and attendance at meetings with the regulatory agencies, as necessary.

ESI will prepare a revised draft NRTR for the above mentioned project pursuant to NCDOT's December, 2010 protocols that includes the expanded project area. One electronic copy of the draft report will be submitted to HNTB for submittal to NCDOT and the City of High Point for review. Following review and revisions, one electronic copy of the Report and GPS files along with three (3) ENVIRONMENTAL SERVICES, INC. US 311-NC 68 Expanded Intersection Improvement Project 2 stapled copies of the final Report will be submitted to HNTB for submittal to NCDOT and the City of High Point. ESI will also provide one (1) electronic copy and one (1) hard copy for HNTB. Distances and areas will be reported in English units. Original graphics will be produced by ESI using a project study area boundary provided by HNTB, NCDOT, or the City of High Point. Comprehensive research and fieldwork will be performed in accordance with the NRTR Format Guidance from December, 2010.

ASSUMPTIONS:

- Prior to a site visit, ESI will notify HNTB so that the Division and District NCDOT Offices may be notified. ESI is not required to secure permission to access private property to perform studies related to this project. However, if landowner problems arise as a result of a site visit, ESI will contact HNTB.
- ESI will be responsible for having any additional delineated areas of Waters of the U.S. (wetlands, streams and surface waters) confirmed by the USACE. The jurisdictional reviews will be scheduled according to the USACE regulator's availability. HNTB will be notified to allow HNTB or NCDOT to participate in the field visit if desired.
- All Microstation/GIS files will be provided in English units.
- All field notes resulting from site investigations will be supplied to HNTB to be provided to NCDOT and/or the City of High Point, along with the draft NRTR.

- Bald eagle surveys extending beyond the limits of the project study area are not included due to private property access issues.
- Terrestrial plant surveys for small whorled pogonia (mid May through early July) must be conducted during the appropriate survey window unless prior approval from USFWS is received. The survey for the expansion area will have to wait until May 2012.

Deliverables – Draft Revised NRTR (electronic only)
Final Revised NRTR (3 hard copies + electronic copy)
GPS Files

III. Aerial Mapping

As part of this supplemental scope of services, Sanborn will provide additional aerial mapping to cover the expanded study area. The expanded study area consists of three additional mapping roadway corridors associated the US 311 (I-74) / NC 68 Interchange Replacement project. The three additional areas to be mapped contain 29 acres.

Aerial Photography
Sanborn will utilize their March 2008 digital aerial photography acquired under the City of High Point Orthophotography contract. No new or additional aerial photography is being proposed under this supplemental scope of services.

Ground Control Surveying
HNTB will be responsible to perform all of the ground control surveying required to accurately support the aerial mapping. HNTB will establish and survey the XYZ positions of Sanborn selected six (6) photo-identifiable ground control points that are visible on the 2008 photography.

Topographic Mapping
Sanborn will develop 1”=50’ scale one-foot contour interval topographic mapping of the Project Area conforming to National Map Accuracy Standards for 1”=50’ scale maps. Those surface features visible on the March 2008 aerial photography and normal to 1”=50’ scale mapping will be shown.

Deliverables
Sanborn will deliver the 1”=50’ scale one-foot contour interval topographic mapping in MicroStation V8 design file format conforming to NCDOT Photogrammetric Unit CADD standards. The planimetric features will be shown in 2D and the one-foot contours, along with the DTM point, break line data will be in 3D. No hardcopy prints or orthophotography images will be delivered.

IV. Conventional Field Survey

As part of this supplemental scope of services, Davis-Martin-Powell & Associates, Inc. (DMP) will provide additional conventional field survey services for the expanded study area.

V. Preliminary Design Concept

The preliminary design concept will be modified under this supplemental scope of services per NCDOT Roadway Design Unit and project plan mapping will be revised. The modifications include the following:

1) Redesign the NC 68 alignment to provide sidewalk along the east side of the bridge.
2) Redesign all 6 ramps to tie to shifted NC 68 alignment.
3) Preliminary Design T-intersection of Hilton and Gordon
4) Preliminary design of realigned Gordon
5) Preliminary Design access road from Cypress to Hilton
6) Preliminary Design widening and new location of Hilton from Cypress to Gordon
7) Preliminary design of two options for NC 68: One with a "left over" and one without a "left over"
8) Add right in/right out at Timberlake and office building
9) Develop two preliminary cost estimates: One for each option

The preliminary design concept will be modified under this supplemental scope of services per NCDOT Roadway Design Unit and project plan mapping will be revised. The modifications include the following:

10) Preliminary Design T-intersection of Hilton and Gordon
11) Preliminary Design access road from Cypress to Hilton
12) Preliminary Design widening and new location of Hilton from Cypress to Gordon
13) Remove "left over" intersection of NC 68 and Timberlake
14) Add right in/right out at Timberlake and office building

Revise cost estimates to include Hilton Street/Cypress Court improvements. Denote that only one preliminary design concept will have full vertical preliminary design—and will be used for the IMR analysis.

VI. Hydraulic Analyses

A Draft Hydraulic Technical Memorandum was prepared by HNTB and submitted to NCDOT and High Point on November 3, 2010. A part of this supplemental scope of services, HNTB shall perform hydraulic analyses on existing pipes, ditches and stormwater facilities in the expanded study area to identify potential infrastructure and environmental impacts resulting from the proposed project. As part of the analyses, HNTB will perform a visual inspection of drainage infrastructure within the expanded study area to determine existing conditions as well as research the original hydraulic designs performed by the NCDOT Hydraulics Unit. HNTB will prepare and provide a Hydraulics Technical Memorandum Update summarizing the hydraulic analyses along with any recommendations for proposed improvements to accommodate the proposed project. Two (2) hard copies and one (1) electronic copy (PDF format) of the draft technical memorandum update will be provided to CITY/NCDOT for review. Upon receiving comments, HNTB will revise the draft technical memorandum update. The final technical memorandum shall be prepared and submitted to CITY/NCDOT under the original scope of services.

Deliverables: Draft Hydraulics Technical Memorandum Update (2 copies + 1 electronic)

VII. Categorical Exclusion

8.1 Community Impact Assessment (CIA) and Indirect Screening (ICE) Analysis
HNTB is currently preparing a CIA and ICE technical memorandum under the original scope of services. As part of this supplemental scope of services, HNTB will re-evaluate the DCIA based on the expanded study area (Hilton Street/Cypress Court) and incorporate this analysis into the

CIA and ICE technical memorandum. In addition, HNTB will interview the business owners in the Sherwood Business Park. The Draft CIA/ICE Technical Memorandum and Final CIA/ICE Technical Memorandum deliverables will be prepared and submitted under the original scope of services.

8.2 Categorical Exclusion

HNTB will complete the analysis of the expanded study area for incorporation in the CE document, which is being prepared under the original scope of services. Under this scope of services, HNTB will incorporate the environmental analysis associated with the extended project area (Hilton Street/Cypress Court) , incorporate information from the Revised Natural Resources Technical Memorandum, and Revised Hydraulic Tech memo. The Draft CE and Final CE deliverables will be prepared and submitted under the original scope of services.

8.3 Workshop Pre-Meeting (1 Meeting X 3 Attendees)

HNTB will prepare for and attend one pre-meeting with High Point, NCDOT PDEA, PICS and Roadway Design to review workshop materials.

VIII. **Project Administration and General Coordination (8 months)**

HNTB will continue to provide project administration and general coordination for the project duration. This work will include the following tasks:

Project Coordination

- Coordinate the work plan revisions and project work with the CITY, FHWA, NCDOT PDEA, PICS, and Roadway.
- Conduct internal project team coordination meetings

Project Administration

- Revise and maintain contracts with subconsultants
- Revise/update workplan and work with CITY to revise and maintain a project schedule using Microsoft Project
- Prepare monthly progress reports to CITY

Deliverables: *Monthly progress reports and invoicing.*

PROJECT DESCRIPTION: NC 68/US 311 Interchange	FIRM: HNTB	TASK ORDER NUMBER: 2	DATE PREPARED: 10/26/11
PREPARED BY: A Redmond, E Seckinger, C Scheffler	TIP NUMBER: U-5169	WBS NUMBER: PE 45220.1.ST1	REVISION DATE:

TASK NUMBER	TASK DESCRIPTION	BRANCH MAN. (TD-1)			Redmond UNIT HEAD (TM-1)	Hunter COMM. PLNR (CPSC)- (CP-2)		ENV. SPRV. (EPS-4) (EPS-2)	ENV. SPEC. (EPC)- (EST)	Scheffler TRANS. ENG. SPVR. (TES-2)	Reynolds TRANS. ENG. (TE-3) (TE-2)	Terrell TRANS. TECH (TT-5)	Roberts WORD. PROC. (AS-1)	SUB-TOTAL	PEF ESTIMATE
	PDEA														
1	Traffic Analysis	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	14.75	2.00	0.00	0.00	17.75	
2	Revised NRTR Report Review	0.00	0.00	0.00	1.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.25	
3	Aerial Mapping (by Sanborn) - Review & Coordination	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	
4	Field Survey (by DMP) - Review & Coordination	0.00	0.00	0.00	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	
5	Preliminary Design Concept - Coordination	0.00	0.00	0.00	2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.50	
6	Supplemental Hydraulic Analysis Review	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	
7	Categorical Exclusion	0.00	0.00	0.00	8.00	10.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.50	
8	Project Administration and Coordination	0.00	0.00	0.00	3.50	2.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	6.50	
9		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL WORKDAYS/CATEGORY:	0.00	0.00	0.00	17.50	13.00	0.00	0.00	0.00	14.75	2.00	0.00	1.00	48.25	0.00
	RATES PER DAY:				$437.76	$230.40		$0.00	$0.00	$347.34	$291.08	$214.91	$174.36		
	PAYROLL BURDEN:	$0.00	$0.00	$0.00	$7,660.80	$2,995.20	$0.00	$0.00	$0.00	$5,123.27	$582.16	$0.00	$174.36		

TOTAL WORKDAYS:	48.25
TOTAL PAYROLL BURDEN:	$16,535.79
AVERAGE COST PER HOUR:	$42.84
GENERAL OVERHEAD @ 147.08 %:	$24,320.83
SUBTOTAL:	$40,856.62
COMPARATIVE FEE @ 9%:	$3,677.10
FACILITIES COST OF CAPITAL @ 0.16%	$26.46
TOTAL:	$44,560.17
DIRECT EXPENSES:	$6,417.85
SUBCONSULTANT (SANBORN) FEES:	$3,000.69
SUBCONSULTANT (DMP) FEES:	$24,418.19
PDEA GRAND TOTAL:	$78,396.90
NEU (ESI) GRAND TOTAL:	$13,321.17
ROADWAY GRAND TOTAL:	$35,480.29
HYDRAULIC GRAND TOTAL:	$4,151.88
OTHER GRAND TOTAL:	$0.00
GRAND TOTAL:	**$131,350.24**

Name of Subconsultant(s)
ESI
DMP
Sanborn

REVIEWED BY GROUP MNGT:	
REVIEWED BY UNIT HEAD:	

Mandays	Prime	Sub(s)	Total
PDEA	48.25		48.25
NEU	1.25	ESI	18.50
ROADWAY	39.50		39.50
HYDRO	4.25		4.25
OTHER	0.00	DMP	66.38
Total Mandays*			**176.88**

* Consultant and all Subconsultants

The North Carolina Shakespeare Festival, Inc.

High Point, North Carolina

Financial Statements

June 30, 2011

CONTENTS

Myers & Associates, CPAs, PLLC

JANICE Y. MYERS, CPA
MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
NORTH CAROLINA ASSOCIATION OF
CERTIFIED PUBLIC ACCOUNTANTS

205 WEST WESTWOOD AVENUE
P.O. BOX 1752
HIGH POINT, NC 27261

TELEPHONE 336-883-1375
FAX 336-884-2268

Independent Auditor's Report

November 30, 2011

The Board of Directors of
The North Carolina Shakespeare Festival, Inc.

We have audited the accompanying statement of financial position of The North Carolina Shakespeare Festival, Inc. (a non-profit organization) as of June 30, 2011, and the related statement of activities, cash flows, and functional expenses for the year then ended. These financial statements are the responsibility of the entity's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The North Carolina Shakespeare Festival, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Myers & Associates, CPAs, PLLC
Myers & Associates, CPAs, PLLC

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

STATEMENT OF FINANCIAL POSITION
JUNE 30, 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted		Totals
	General Fund	General Fund	Endowment Fund	Investment Fund	2011
ASSETS:					
Cash and cash equivalents	$ 55,580	$ -	$ 18,100	$ -	$ 73,680
Investments	39,853	33,505	-	50,851	124,209
Accounts receivable:					
Trade	618	-	-	-	618
Due from Festival Stage of Winston-Salem, Inc.	305,557	-	-	-	305,557
Other	530	-	-	-	530
Inventories	3,374	-	-	-	3,374
Property and equipment - at cost (less accumulated depreciation 2011, $567,857)	1,993,393	-	-	-	1,993,393
Total assets	$ 2,398,905	$ 33,505	$ 18,100	$ 50,851	$ 2,501,361
LIABILITIES AND NET ASSETS:					
LIABILITIES:					
Accounts payable	$ 92,139	$ -	$ -	$ -	$ 92,139
Accrued expenses:					
Compensation	4,653	-	-	-	4,653
Payroll taxes payable	6,878	-	-	-	6,878
Notes payable - short term	25,000	-			25,000
Total liabilities	128,670	-	-	-	128,670
NET ASSETS:					
Total net assets	2,270,235	33,505	18,100	50,851	2,372,691
Total liabilities and net assets	$ 2,398,905	$ 33,505	$ 18,100	$ 50,851	$ 2,501,361

See accompanying notes and independent auditor's report.

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2011

	Unrestricted	Temporarily Restricted	Permanently Restricted		Totals
	General Fund	General Fund	Endowment Fund	Investment Fund	2011
REVENUE AND SUPPORT:					
Grants and gifts	$ 1,033,807	$ -	$ -	$ 26,621	$ 1,060,428
Public funding	303,193	-	-	-	303,193
Ticket sales	255,889	-	-	-	255,889
Producer contributions	89,168	-	-	-	89,168
Donated services and materials	70,058	-	-	-	70,058
Booking fees	62,170	-	-	-	62,170
Investment earnings (losses)	6,425	5,376	-	5,032	16,833
Outreach	4,162	-	-	-	4,162
Miscellaneous	21,815	-	-	-	21,815
TOTAL REVENUE AND SUPPORT	1,846,687	5,376	-	31,653	1,883,716
EXPENSES:					
Production	599,579	-	-	-	599,579
General and administrative	409,101	396	-	442	409,939
Marketing, public relations and selling	283,263	-	-	-	283,263
Development	2,910	-	-	-	2,910
TOTAL EXPENSES	1,294,853	396	-	442	1,295,691
NET ASSETS RELEASED FROM PURPOSE RESTRICTIONS	-	-	-	-	-
INCREASE (DECREASE) IN NET ASSETS	551,834	4,980	-	31,211	588,025
NET ASSETS AT BEGINNING OF YEAR	1,718,401	28,525	18,100	19,640	1,784,666
NET ASSETS AT END OF YEAR	$ 2,270,235	$ 33,505	$ 18,100	$ 50,851	$ 2,372,691

See accompanying notes and independent auditor's report.

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2011

	2011
CASH FLOWS FROM OPERATING ACTIVITIES:	
Change in net assets	$ 588,025
Adjustments to reconcile:	
Depreciation and amortization	103,072
Unrealized loss (gain) on investments	(13,834)
Decrease (increase) in assets:	
Accounts receivable	4,000
Due from Festival Stage of Winston-Salem, Inc.	(305,557)
Inventories	(196)
Increase (decrease) in liabilities:	
Accounts payable	32,538
Accrued expenses	1,175
Deferred revenues	(1,200)
Net cash provided by operating activities	408,023
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchases of investments	(30,824)
Purchases of property and equipment	(40,755)
Net cash used by investing activities	(71,579)
CASH FLOWS FROM FINANCING ACTIVITES:	
Short-term borrowings	25,000
Long-term loan payments	(529,770)
Net cash used by financing activities	(504,770)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(168,326)
CASH AND CASH EQUIVALENTS AT BEG. OF YEAR	242,006
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 73,680
FLOW INFORMATION:	
Cash paid during the year for interest	$ 1,523
Donated services and materials	$ 70,506

See accompanying notes and independent auditor's report.

STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2011

Description	Production	General and Administrative	Marketing, Public Relations and Selling	Development	Totals 2011
Salaries	$ 276,151	$ 155,174	$ 4,650	$ 483	$ 436,458
Services/fees	-	12,541	139,539	576	152,656
Depreciation	-	103,072	-	-	103,072
Advertising	-	-	95,239	-	95,239
Rent	76,236	-	-	-	76,236
Payroll taxes	38,886	16,770	423	-	56,079
Contract fees	50,843	-	-	-	50,843
Housing	44,201	-	-	-	44,201
Insurance	-	34,106	-	-	34,106
Travel	23,788	134	158	-	24,080
Employee welfare	22,841	-	-	-	22,841
Utilities	5,140	15,562	-	-	20,702
Supplies	3,923	6,290	7,818	75	18,106
Printing	60	12,233	4,441	474	17,208
Repairs and maintenance	10	16,671	-	-	16,681
Postage	73	5,231	9,588	1,028	15,920
Lighting	14,456	-	-	-	14,456
Health insurance	-	10,777	-	-	10,777
Sets	10,624	-	-	-	10,624
Contributed services	-	-	9,327	-	9,327
Pensions	8,211	-	-	-	8,211
Meals and entertainment	2,771	316	4,101	274	7,462
Per diem	6,865	-	-	-	6,865
Purchases	-	-	6,764	-	6,764
Costumes	6,686	-	-	-	6,686
Professional fees	-	5,435	-	-	5,435
Bank charges	-	3,341	-	-	3,341
Rental of equipment	700	2,513	-	-	3,213
Props	3,163	-	-	-	3,163
Telephone	1,122	1,729	-	-	2,851
Retirement	-	1,786	-	-	1,786
Interest	-	1,523	-	-	1,523
Memberships/subscriptions	-	1,034	240	-	1,274
Investment fees	-	1,216	-	-	1,216
Costume cleaning	812	-	-	-	812
Royalties	800	-	-	-	800
Casting	704	-	-	-	704
Penalties	-	600	-	-	600
Charitable contributions	-	500	-	-	500
Conferences	-	404	-	-	404
Scripts	340	-	-	-	340
Recruiting	-	225	-	-	225
Running	82	-	-	-	82
Equipment	47	25	-	-	72
Miscellaneous	44	731	975	-	1,750
Total	$ 599,579	$ 409,939	$ 283,263	$ 2,910	$ 1,295,691

See accompanying notes and independent auditor's report.

Note 1. Nature of Activities

The North Carolina Shakespeare Festival, Inc. was incorporated on February 10, 1977 in the state of North Carolina for the purpose of staging theatrical productions. Productions are held at The High Point Theatre and plays are also conducted elsewhere at the discretion of the Festival management. The Festival has received a ruling from the Internal Revenue Service that it is exempt from federal income taxes except to the extent that the Festival has unrelated business income which may be taxable.

Note 2. Summary of Significant Accounting Policies

This summary of significant accounting policies of The North Carolina Shakespeare Festival, Inc. (the Organization) is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity.

Basis of Accounting

The financial statements have been prepared on the accrual basis and in conformity with the recommendations of the American Institute of Certified Accountants in its audit and accounting guide, Not-for-Profit Organizations.

Cash and Cash Equivalents

For purposes of reporting cash flows, cash and cash equivalents include all cash accounts which are not subject to withdrawal restrictions and money market funds with a maturity of three months or less.

Accounts Receivable

The festival carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, the Festival evaluates its accounts receivable and establishes an allowance for doubtful accounts based on a history of past write-offs and collections and current credit conditions.

Inventories

Inventories, consisting entirely of purchases for resale, are valued at the lower of cost (first in, first out) or market.

Property and Equipment

Staging and sets, lighting and sound, office equipment, production equipment, building, leasehold improvements, and furniture and fixtures are stated at cost. Depreciation is computed over the estimated useful life of the assets on the straight-line method.

Revenue and Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services and Materials

Donated services and materials are recorded by management if the fair market value of these services and materials are known. Some donated services and materials are not reflected in these financial statements since they are not susceptible to objective measurements or valuation.

Note 2. Summary of Significant Accounting Policies (continued)

Income Taxes
The North Carolina Shakespeare Festival, Inc. is a non-profit corporation which received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and comparable status under North Carolina law; therefore, no taxes are reflected in the financial statements.

Management Estimates
The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events
In accordance with ASC 855, the Organization evaluated subsequent events through November 30, 2011, the date these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Note 3. Pledged Accounts Receivable

All promises to give at June 30, 2011 are receivable in less than one year.

Note 4. Fair Value of Financial Instruments

The Organization's financial instruments are cash and cash equivalents, accounts receivable, accounts payable, and notes payable. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded values of notes payable approximate their fair values, as interest approximates market rates.

Note 5. Property and Equipment

Expenditures over $100 for major additions and improvements are capitalized; and minor replacements, maintenance, and repairs are charged to expense as incurred. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the results of operations for the respective period. The estimated useful lives for significant property and equipment categories are as follows:

Computer Equipment	5 years
Machinery and Equipment	5 to 7 years
Furniture and Fixtures	7 years
Office Equipment	5 to 7 years
Vehicles	5 years
Building Improvements	15 years
Building	30 years

Note 5. Property and Equipment (continued)

Estimated costs included in the statements of financial position consist of the following:

Asset Classification	Cost
Building	$2,190,792
Office Equipment	92,397
Production Equipment	59,739
Furniture and Fixtures	68,962
Staging and Sets	115,843
Lighting and Sound	21,817
Vehicles	11,700
	2,561,250
Less Accumulated Depreciation	(567,857)
	$1,993,393

Depreciation expense was $103,072 for 2011.

Note 6. Notes Payable

Notes payable consists of the following:

Line of credit with High Point Bank, payable interest only at 4.75%, outstanding principle and interest due February 3, 2012, unsecured with no requirements for compensating balances. Total amount available is $125,000.	$25,000

Note 7. Operating Leases

The Festival leases its production facilities and equipment on an as needed basis. Rental expense amounted to $79,449 for the year ended June 30, 2011.

Note 8. Advertising

Advertising cost are expensed as incurred. Total advertising costs were $95,239 for the year ended June 30, 2011.

Note 9. Investments

Investment assets consist of the following funds held in trust at High Point Community Foundation. Securities are stated at fair value, which is based on quoted market prices. The equity portion of the total funds invested shall not exceed 50% with the remaining balance in fixed income investments, real estate, or short-term invested reserves. The equity portion is invested in a diversified list of publicly traded common stocks or securities convertible to common stocks. No single issue represents more than 5% of the market value of the equity portion. Fixed income funds are invested only in fixed income securities rated investment grade or better. No single issue represents more than 5% of the market value of the fixed income portfolio.

Fair value and unrealized appreciation at June 30, 2011 are summarized as follows:

	Cost	Fair Value	Accumulated Unrealized Appreciation
Equity fund	$37,877	$54,399	$16,522
Bond fund	26,436	37,961	11,525
Real estate fund	9,303	13,352	4,049
HPCF – Cash reserve fund	18,497	18,497	-
Totals	$92,113	$124,209	$32,096

The following schedule summarizes the investment return and its classification in the Statement of Activities for the year ended June 30, 2011.

Realized and unrealized gains (losses)	$13,834
Interest and dividends	2,546
Administrative fees	(1,283)
Total investment return	$15,097

Note 10. Related Party Transactions

The North Carolina Shakespeare Festival, Inc. is the parent organization of Festival Stage of Winston-Salem, Inc. Support from The North Carolina Shakespeare Festival has enabled Festival Stage of Winston-Salem to operate smoothly from its inception. These funds will be repaid in the future as Festival Stage of Winston-Salem continues to grow its brand and solicit additional support from other sources. As of June 30, 2011, The North Carolina Shakespeare Festival is due $305,557.

Note 11. Concentration of Credit Risk

Financial instruments which potentially subject the Festival to concentrations of credit risk consist of cash with a financial institution. At June 30, 2011, the amount of monies exceeding FDIC insured limits totaled $0. The Festival believes there is minimal credit risk relative to these investments.

Note 12. Retirement Plan

The Festival has a 403(b) plan covering all full-time and part-time employees working twenty hours or more per week. The plan provides for an employer match of two percent of the employee's earnings if the employee contributes two percent or more to the plan. The 403(b) plan expense was $1,786 for the year ended June 30, 2011.

SUPPLEMENTARY SCHEDULES

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

PRODUCTION COSTS
YEAR ENDED JUNE 30, 2011

		2011
Personnel:		
Salaries	$	276,151
Contract fees		50,843
Housing		44,201
Payroll taxes		38,886
Employee welfare		22,841
Pensions		8,211
Per diem		6,865
Total		447,998
Other:		
Rent		76,236
Travel		23,788
Lighting		14,456
Sets		10,624
Costumes		6,686
Utilities		5,140
Supplies		3,923
Props		3,163
Meals and entertainment		2,771
Telephone		1,122
Costume cleaning		812
Royalties		800
Casting		704
Rental of equipment		700
Scripts		340
Running		82
Postage		73
Printing		60
Equipment		47
Repairs and maintenance		10
Miscellaneous		44
Total		151,581
Total production costs	$	599,579

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

GENERAL AND ADMINISTRATIVE COSTS
YEAR ENDED JUNE 30, 2011

		2011
Personnel:		
Salaries	$	155,174
Payroll taxes		16,770
Health insurance		10,777
Retirement		1,786
Total		184,507
Other:		
Depreciation		103,072
Insurance		34,106
Repairs and maintenance		16,671
Utilities		15,562
Services		12,541
Printing		12,233
Supplies		6,290
Professional fees		5,435
Postage		5,231
Bank charges		3,341
Rental of equipment		2,513
Telephone		1,729
Interest		1,523
Investment fees		1,216
Memberships and subscriptions		1,034
Penalties		600
Charitable contributions		500
Conferences		404
Meals and entertainment		316
Recruiting		225
Travel		134
Equipment		25
Miscellaneous		731
Total		225,432
Total general and administrative costs	$	409,939

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

MARKETING, PUBLIC RELATIONS AND SELLING COSTS
YEAR ENDED JUNE 30, 2011

		2011
Personnel:		
Salaries	$	4,650
Payroll taxes		423
Total		5,073
Other:		
Services/fees		139,539
Advertising		95,239
Postage		9,588
Contributed services		9,327
Supplies		7,818
Purchases		6,764
Printing		4,441
Meals and entertainment		4,101
Memberships and subscriptions		240
Travel		158
Miscellaneous		975
Total		278,190
Total marketing and public relations costs	$	283,263

See independent auditor's report.

THE NORTH CAROLINA SHAKESPEARE FESTIVAL, INC.

DEVELOPMENT COSTS
YEAR ENDED JUNE 30, 2011

	2011
Personnel:	
Salaries	$ 483
Total	483
Other:	
Postage	1,028
Services	576
Printing	474
Meals and entertainment	274
Supplies	75
Total	2,427
Total development costs	$ 2,910

See independent auditor's report.

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Mayor and Members of City Council

FROM: W. Patrick Pate, Assistant City Manager

DATE: May 18, 2012

SUBJECT: Sale of Property located at 517 Montlieu Avenue

The City has received an offer to purchase 517 Montlieu Avenue from High Point University. The offer is in the amount of $12,600 which is the tax value for the property and is in line with other sales of vacant land in the area. The Technical Review Committee has reviewed this request and does not see the need to retain this property.

Council is being asked to approve this sale of surplus property and to proceed with advertising this parcel of land for upset bids.

Please contact me if you have any questions.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA

TDD: 336.883.8517 Fax: 336.883.3052

RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS

WHEREAS, The City of High Point owns certain property, 517 Montlieu Avenue, High Point, North Carolina; and

WHEREAS, North Carolina Statute §160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, The City has received an offer to purchase the property described above, in the amount of $12,600, submitted by High Point University ("HPU"); and

WHEREAS, HPU has paid the required five percent (5%) deposit on their offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The city clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 and five percent (5%) of the remainder of the offer. Such upset bid(s) shall be submitted to the office of the city clerk within ten (10) days after then notice of sale is published.

4. If a qualifying higher bid is received, the city clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

6. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to High Point University.

Adopted by the High Point City Council
This _____ day of June, 2012

Lisa B. Vierling, City Clerk

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

THE INFORMATION ON THIS MAP IS TAKEN FROM A CITY OF HIGH POINT GIS DEVELOPED IN 2005.

VICINITY : NOT TO SCALE

CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

SCALE: 1"=180' BY: MBN

SALE OF
SURPLUS LAND

PROPERTY OF CITY OF HIGH POINT
#517 MONTLIEU AVENUE
APPROXIMATELY 0.12 ACRES
TM 180002250001100011

PROJECT: 517 DATE: MAY 2012

City Manager's Office

W. Patrick Pate
ASSISTANT CITY MANAGER

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: May 30, 2012

To: Mayor and City Council

From: W. Patrick Pate, Assistant City Manager

Re: Revocation of Certificate of Golden Leo Enterprise to Operate a Taxicab Company

The City Taxi Inspector, Officer Tad Kramp, has been working with Golden Leo Enterprises over the past several inspection periods to determine if Golden Leo Enterprise was in compliance or could come into compliance with the City Ordinance for the operation of a taxicab company. The primary issue involves the failure to maintain seven vehicles in good order and repair on a 24 hour basis.

During the spring 2011 inspection, five vehicles passed inspection and Golden Ibeawuchi was reminded by Officer Kramp that by City ordinance he needed to have at least seven vehicles that could pass inspection at all times. During the scheduled Fall 2011 inspection four vehicles initially passed inspection and after several weeks three more passed inspection to bring the total to seven vehicles. During the spring 2012 inspection no vehicles were available that passed inspection. Since that time Officer Kramp made several attempts to inspect vehicles but has not been able to certify seven vehicles for operation as taxicabs.

As per our ordinance, I sent a letter to Mr. Ibeawuchi on May 7 advising him that we would hold a hearing with him regarding the certificate on May 16, 2012. Mr. Ibeawuchi arrived late for this hearing but did confirm that he did not have seven vehicles which had been approved during inspections by Officer Kramp. Mr. Ibeawuchi stated that he had repaired several vehicles and that he had seven available that day that would pass inspection. Officer Kramp went back with Mr. Ibeawuchi to his lot to conduct an inspection but again could not pass the vehicles. Mr. Ibeawuchi was informed that the revocation of his certificate of public convenience and necessity would be placed on the June 4th Council agenda for Council consideration.

Section 11-2-16 and 18 of the city code of ordinances which references these issues are attached. If you need any additional information please let me know.

cc: Strib Boynton, City Manager
Marty Sumner, Police Chief
Officer Tad Kramp, Taxi Inspector

Sec. 11-2-16 - Certificate constitutes franchise; subject to revocation.

(a) A certificate shall constitute a franchise from the city for the operation of taxicabs within the city up to the maximum number named in the certificate. The city council shall have the authority to revoke a certificate in its discretion. The city manager has the authority to suspend a certificate for up to 30 days, pending city council decision. Upon revocation or suspension, the certificate is to be turned over to the taxicab inspector and taxicab operations thereunder are to cease immediately.

(b) No certificate shall be revoked or suspended until the certificate holder has had at least five (5) days notice by personal service or by certified mail directed to the address on its application, stating briefly the basis for the revocation or suspension and the time and place of a hearing. After the hearing, the city council or the city manager shall have the power to revoke or suspend a certificate or to conditionally revoke or suspend the certificate upon compliance with an order as fixed by city council or the city manager.

(Ord. No. 6159/04-56, § 2, 8-5-04)

Sec. 11-2-18 - Causes for suspension, revocation and application denial.

(a) A certificate may be revoked or suspended by city council or the city manager for any of the following reasons:

- (1) Failure to operate taxicabs on a 24-hour basis.
- (2) Failure to maintain vehicles in good order and repair or as required by state law.
- (3) Failure to maintain liability insurance as required by this chapter.
- (4) Failure to pay business license fees.
- (5) A pattern of traffic or safety violations by drivers.
- (6) Failure to comply with any provision of this chapter.
- (7) Unauthorized transfer of certificate.
- (8) False or misleading statement on a certificate application.
- (9) The certificate holder's conviction or charge of any of the following offenses:
  - a. Any felony.
  - b. Any state or city law relating to prostitution.
  - c. Any state or city law relating to the sale or possession of a controlled substance.
  - d. More than three (3) convictions of state or local traffic laws within a 12-month period.
  - e. Permitting operation of a taxicab by a person without a taxicab driver permit.

(b) The taxicab inspector is authorized to conduct an independent investigation into the facts of a potential violation, and report the findings to the city manager or city council. A court verdict of not guilty or a dismissal of a criminal charge shall not be considered as evidence that the act was not committed. *(Ord. No. 6159/04-56, § 2, 8-5-04)*

Department of Electric Utilities

Administration Division

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Randy E. McCaslin, Assistant City Manager

FROM: Garey Edwards, Director of Electric Services

DATE: May 29, 2012

SUBJECT: Extend Bid No. 68-041112 for Additional Submersible Switchgear

The switchgear purchased on Bid No. 68-041112, will be used on the Montlieu Avenue and Lindsey Street projects. In the past few weeks, we have experienced several failures of submersible switchgear in the downtown area. These switches are approaching approximately 30 plus years in age and are at the end of their useful life. I am recommending that we start replacing these downtown units, ahead of their failure while on line.

Trayer Engineering, the successful bidder for Bid 68-011112, has guaranteed the price for 12 months. I am recommending that we reorder a second order of switchgear for the total price of $226,115.00. The funds for the purchase of this equipment has been budgeted and is available in our 2011-2012 operating budget.

cc: file
Patty Sykes
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

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: ELECTRIC

COUNCIL AGENDA DATE: Jun 4, 2012

BID NO.: 68-041112 (extension) CONTRACT NO.: DATE OPENED: 04/11/2012

DESCRIPTION:

SWITCHES - SUBSURFACE

PURPOSE:

TO PROVIDE ELECTRIC SERVICE TO OUR DTUG; AS WELL AS OTHER LOCATIONS LIKE HPU THAT DOES NOT WANT ANYTHING ABOVE GROUND.

COMMENTS:

IT IS MY RECOMMENDATION THAT PO 80307 BE 100% AWARDED TO TRAYER ENGINEERING. The contractor offered to sell additional switches at the bid price for 12 months after receipt of bid.

RECOMMEND AWARD TO: TRAYER ENGINEERING AMOUNT: $226,115.00

JUSTIFICATION:

THE SWITHCHES WE HAVE ON ORDER ARE FOR CAPITAL PROJECTS ON MONTLIEU AND LINDSAY ST. WE HAVE 2 SWITCHES BLOW UP ON 5-24-12 IN OUR DTUG SYSTEM. THESE HAVE TO BE REPLACED AS WELL AS CHANGING OUT SOME SWITCES (30 YEARS OR MORE)

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631795	533501			
TOTAL BUDGETED AMOUNT				

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 -04'00' DATE: May 24, 2012

The Purchasing Division concurs with recommendation submitted by the Electric Department **and recommends award to the lowest responsible, responsive bidder** Trayer Engineering **in the amount of $** 226,115.00.

PURCHASING MANAGER: Patricia H. Sykes — Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US Date: 2012.05.24 10:01:55 -04'00' DATE: May 24, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120301-194842 — Digitally signed by Jeffrey Moore 20120301-194842 DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA62327, cn=Jeffrey Moore 20120301-194842, email=jeff.moore@highpointnc.gov Date: 2012.05.30 11:25:45 -04'00' DATE: May 30, 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: 2012.05.30 11:49:43 -04'00' DATE: May 30, 2012

BIDDERS LIST & TABULATION

* * AWARDED TO TRAYER * *

FORMAL BID #68-041112 – SUBMERSIBLE SWITCHGEARS #3631, #11284					
VENDOR NAME & ADDRESS	**ITEM #**	**QTY.**	**UNIT PRICE (UOM=EA)**	**TOTAL PRICE**	**DELIVERY A.R.O.**
TRAYER ENGINEERING c/o USA P.O. BOX 1169 WAKE FOREST, NC 27587	#3631 #11284	10 3	**$16,730.00** **$19,605.00**	**$167,300.00** **$58,815.00**	**15-19 WKS.**
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	#3631 #11284	10 3	-	**NO QUOTE**	-
SHEALY ELEC. WHOLESALERS P.O. BOX 8597 COLUMBIA, SC 29202	#3631 #11284	10 3	-	**NO QUOTE**	-
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	#3631 #11284	10 3	-	**NO QUOTE**	-
HD SUPPLY 5031 UNICON DR. WAKE FOREST, NC 27587	#3631 #11284	10 3	-	**NO QUOTE**	-
S&C c/o R.W. CHAPMAN PO BOX 240748 CHARLOTTE, NC 28224	#3631 #11284	10 3	-	**NO QUOTE**	-

* *Bid notices mailed out March 14, 2012.*

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

May 29, 2012

MEMO TO: Strib Boynton, City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Council Agenda Item – Capital Project Ordinance for G.O. (Two-thirds) Bond Project

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As part of the requirements of NC law governing the issuance of general obligation bonds, City Council is required to adopt a capital project ordinance for the tracking and expenditure of the underlying bond project. The attached Capital Project Ordinance will establish the necessary budget for the Series 2012A (two-thirds) general obligation bond project in the General Capital Projects Fund.

The construction and design project for which the general obligation bonds are being sold totals $5,785,000.

Accounting 336.883.3240 | Internal Audit 336.883.3122 | Purchasing 336.883.3219 | Treasury Services 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

"A CAPITAL PROJECT ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
SERIES 2012 DOWNTOWN IMPROVEMENTS PROJECT

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

Section 1. The Project is the various downtown improvements for underground utilities relocation and streetscape for allowable purposes. The Project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

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

Bond Proceeds	$ 5,785,000

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

Infrastructure Improvements	$ 5,785,000

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

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

City Attorney

JoAnne L. Carlyle

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – June 4, 2012
Penny Road Transmission Line
3880 Brian Jordan Place

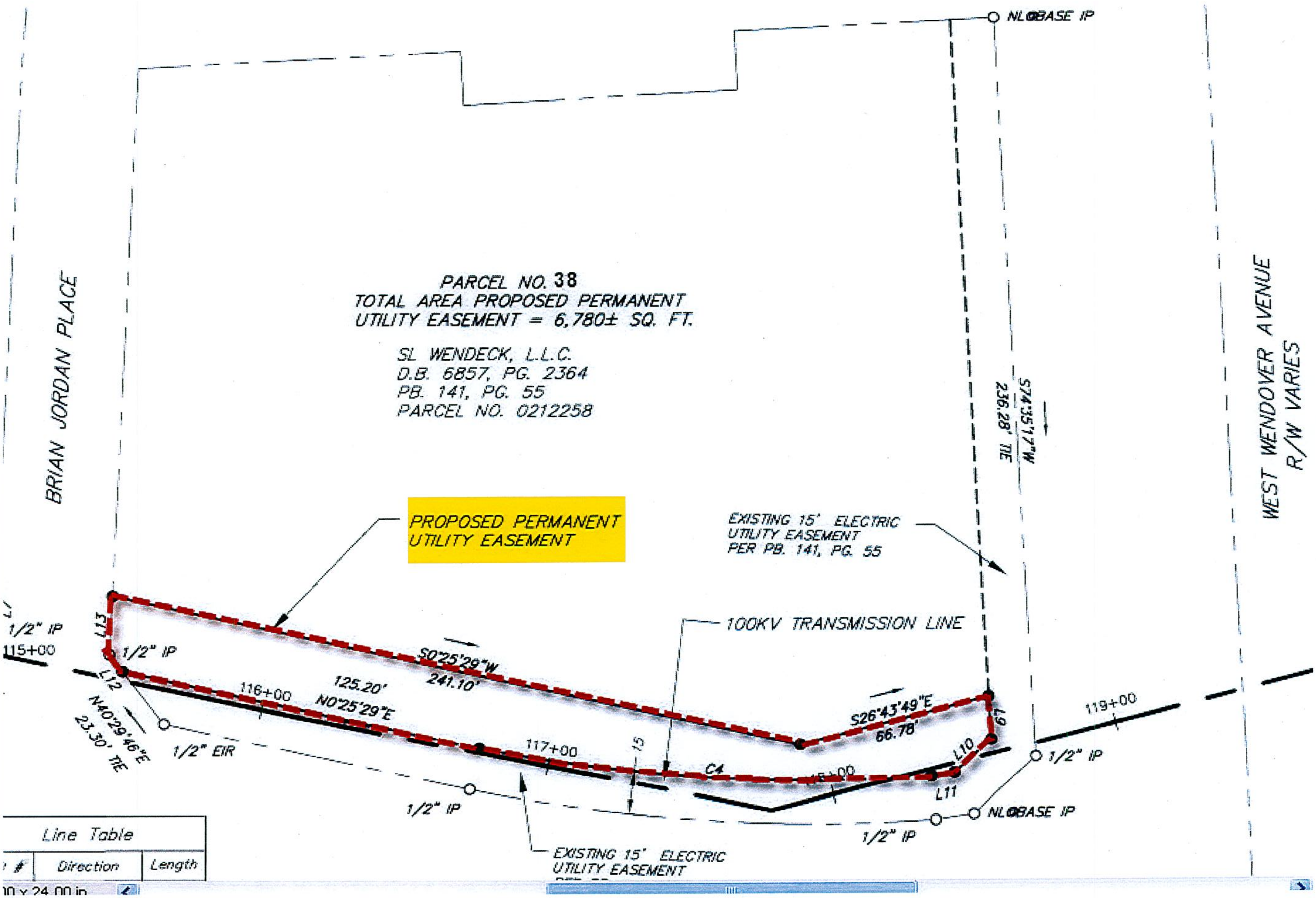
DATE: May 22, 2012

This is to request authorization to begin condemnation proceedings on a portion of the property described in Deed Book 6857, at Page 2364 of the Guilford County Registry located at 3880 Brian Jordan Place, High Point, NC.

On April 24, 2012 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

I will be glad to answer any questions you may have regarding these properties.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3301 Fax: 336.883.2129
E-mail: joanne.carlyle@highpointnc.gov



NLOBASE IP
PARCEL NO. 38
TOTAL AREA PROPOSED PERMANENT
UTILITY EASEMENT = 6,780± SQ. FT.
SL WENDECK, L.L.C.
D.B. 6857, PG. 2364
PB. 141, PG. 55
PARCEL NO. 0212258
BRIAN JORDAN PLACE
WEST WENDOVER AVENUE
R/W VARIES
S74°35'17"W
236.28' TIE
PROPOSED PERMANENT
UTILITY EASEMENT
EXISTING 15' ELECTRIC
UTILITY EASEMENT
PER PB. 141, PG. 55
100KV TRANSMISSION LINE
1/2" IP
115+00
L13
L12
N40°29'46"E
23.30' TIE
1/2" EIR
116+00
125.20'
N0°25'29"E
S0°25'29"W
241.10'
117+00
15
C4
S26°43'49"E
66.78'
L9
L10
L11
119+00
NLOBASE IP
1/2" IP
EXISTING 15' ELECTRIC
UTILITY EASEMENT
Line Table
Direction
Length

Assistant City Attorney

JoAnne L. Carlyle

NORTH CAROLINA'S INTERNATIONAL CITY™

April 24, 2012

NOTICE OF CONDEMNATION

Wendeck, LLC
ATTN: David Couch, Manager
5826 Samet Drive
High Point, NC 27265

VIA CERTIFIED MAIL
7099 3400 0014 1264 7715

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.
General Description of property is as follows:
Being a portion of the property described in Deed Book 6857, Page 2364 located at 3880 Brian Jordan Place

Dear Mr. Couch:

Previously, you have been contacted by representatives of the City of High Point for the purpose of negotiating the purchase of property described above. These representatives of the City have been unable to date to reach an agreement with you on the issue of just compensation for the property.

This letter serves as official notice under Chapter 40A of the North Carolina General Statutes that the City of High Point intends to institute an action to acquire by condemnation the above-referenced real property in which you have or may have an interest. This legal action will not be filed before 30 days from the date of this letter.

The purpose for which a portion of this property is to be condemned is the following public project: Penny Road Transmission Project

The City has estimated the amount of $17,500.00 to be just compensation for the property.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883-3301 Fax: 336.883.
E-mail: joanne.carlyle@highpointnc.gov

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on June 4, 2012 at 4:45 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

This notice does not constitute a taking or condemnation of any interest in the above-referenced property. No taking will occur until a condemnation action is actually instituted and such will not be instituted for at least thirty (30) days from the date of this notice, but may be instituted at any time after authorization by the City Council. As owners of the property, you have the right to commence an action for injunctive relief and the right to answer the complaint after it has been filed. You are advised to consult an attorney concerning your rights.

We regret that you and officials of the City have been unable to negotiate the purchase of this property interest. If you have any questions, you may wish to contact the undersigned at the address and telephone number set forth below.

Yours very truly,

JoAnne L. Carlyle

JoAnne L. Carlyle
Assistant Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

c: Premier Commercial Bank
ATTN: Francis X, Gavigan, Jr., Trustee
701 Green Valley Road, Suite 102
Greensboro, NC 27409
(Deed Book 7287, Page 2345)

Walgreen Co.
104 Wilmont Road, MS 1420
Deerfield, IL 60015
(Leasehold Interest, Deed Book 7257, Page 200)

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

May 29, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Lease-purchase financing for 2012 fire trucks

As City Council and you will recall, the Annual Budget for FY 2011-2012 scheduled a fire pumper truck and ladder truck for replacement and to finance these purchases with a lease-purchase financing agreement. The contracts for both the pumper and ladder trucks were approved by City Council on March 5, 2012. To further lower the City's financing costs, the Financial Services Department combined these 2 related purchases into one financing proposal.

The Financial Services Department sent requests for proposals to 22 financial and leasing institutions, and received 9 responses, eight (8) of which were responsive and conforming to the specifications for the proposal. I recommend that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to JP Morgan Chase Equipment Finance who provided the City with a very favorable 1.421% interest rate for fifty-nine months. A summary of the bid results is attached for your information.

The bid results were evaluated on the initial proposal which requested an estimated funding not to exceed $1,375,000. The actual repayment will be $71,339.22 quarterly for a total repayment of $1,426,784.46.

City Council is asked to approve the following action in connection with the financing agreement and closing of the related documents:

1. City Council is requested to authorize the City Manager and Financial Services Director to accept the proposal for the lease-purchase agreement with JP Morgan Chase Equipment Finance, to authorize the borrowing as evidenced in the attached resolution, and to prepare and execute the necessary documents in connection with the financing agreement.

If you have any questions, please let me know.

Accounting 336.883.3240 | Internal Audit 336.883.3122 | Purchasing 336.883.3219 | Treasury Services 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

City of High Point
Lease-Purchase Bid Tabulation
2012 Pierce Pumper & 2012 Pierce Ladder Fire Trucks

Institution	Rate %	Term	Payment	Total of Payments	Special Notes
Bank of America	1.48000%	5	71,447.93	$ 1,428,958.58	no Prepymt penalty, $5000 fee
BB&T Governmental Finance	1.63000%	5	71,724.87	$ 1,434,497.40	101% Prepymt
First Tennessee Bank	1.80000%	5	72,044.62	$ 1,440,892.40	no Prepymt penalty
JP Morgan Chase Equipment	**1.42100%**	**5**	**71,339.22**	**$ 1,426,784.46**	**no prepymt penalty, no doc fees**
Pinnacle Public Finance	1.69000%	5	71,840.64	$ 1,436,812.73	102% Prepymt
Sovereign Bank	1.48000%	5	71,364.37	$ 1,427,287.44	no prepymt penalty, no doc fees
SunTrust Leasing	1.71500%	5	71,784.67	$ 1,435,693.40	103% Prepymt;$100 doc fee; $250 escrow fee (if needed)
Wells Fargo	1.64000%	5	71,743.33	$ 1,434,866.60	no prepymt penalty, $250 fees
High Point Bank	no bid	5			
NCLGF Credit Union	declined				

Chase Equipment Finance
3475 Piedmont Road NE
Atlanta, GA 30305
404.926.2705
mark.t.stanley@chase.com

Mark T. Stanley
Southeast Territory Manager

May 23, 2012

Jeffrey A. Moore
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

Dear Mr. Moore:

Chase Equipment Finance is pleased to submit the following equipment financing proposal. This document is for proposal purposes only and is contingent upon the Borrower's compliance with the requirements of the Internal Revenue Code of 1986 ("Code"), as amended, and all applicable state laws related to Borrower's ability to enter into a tax-exempt installment purchase agreement for the intended purposes.

TRANSACTION SUMMARIES

Type of Transaction: This proposal is for a fixed-rate, fully amortizing, tax-exempt installment purchase contract.

Lender: JPMorgan Chase Bank, NA or any affiliate of JPMorgan Chase Bank, NA, its successors and/or assigns

Borrower: City of High Point

Equipment: Pumper Fire Truck and Ladder Fire Truck

Equipment Cost: Up to $1,375,000

Location of Equipment: High Point, NC

Commencement Date: Anticipated to be around June 22, 2012

TRANSACTION DETAILS

Interest Rate: 1.4210%

Term: 59 Months

Payments: Borrower will be required to make quarter-annual payments, in arrears, of principal and interest. Please see attached payment schedules.

Adjustments to Rate & Payments: If funding does not take place by June 22, 2012, the Interest Rate offered in this proposal may be adjusted according to H.15 2-Year Interest Swap Rates, and fixed, prior to funding, using this index. The computed rate will be fixed for the term of the loan.

Bank Qualified: This proposal assumes that Borrower **will not** issue more than $10 million in tax-exempt obligations this calendar year and that the Borrower will designate this lease as a **"bank qualified"** tax-exempt obligation.

Use of Proceeds/Title: To finance the acquisition of the above-referenced equipment, the legal title of which shall vest in the Borrower during the term of the Agreement.

Prepayment: The lease may be prepaid, without penalty, on any payment date after the 24th month.

Security: Borrower will grant Lender a first priority security interest in the financed equipment.

Disbursement of Proceeds: The transaction will be funded via an initial escrow deposit with Deutsche Bank (or another escrow agent acceptable to Lender) equal to the full Financing Amount from which disbursements will be made to vendors, or reimbursements to Borrower (in compliance with Treasury Reg. 1.150-2) as funds are required. Interest earned will be utilized for Borrower's benefit to conform to the escrow agreement.

Assignment: This proposal assumes that Lender will assign the transaction to JPMorgan Chase Bank & Co.

OTHER EXPENSES AND FEES

None. The Borrower shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lender.

OTHER TERMS

Documentation: Lender shall prepare documentation. The Borrower shall be responsible for its own expenses related to review of the lease documents and delivery of legal/validity opinion to the Lender.

Reporting Requirements: Borrower shall deliver audited annual financial statements within 180 days of end of each fiscal year.

Events of Default: The Events of Default will be standard and customary for transactions of this nature.

Maintenance and Insurance: All maintenance and insurance are the responsibility of Borrower. Borrower shall bear all risk of loss or damage to the Equipment and shall be responsible for keeping the Equipment insured with companies satisfactory to and for such amounts as required by Lender. Lender, its parent and affiliates, its successors, and assigns, must be named as loss payee and/or additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Lender.

Representation and Warrants: Usual representations and warranties in connection with the financing, including without limitation, absence of material adverse change, absence of material litigation, absence of Default or potential default and continued accuracy of representations.

Conditions Precedent: Usual and customary conditions related to the issuance of the Tax-Exempt financing, including acceptable legal documentation and standard approvals from the City, State and local officials, as may be required.

CHASE

Governing Law: All aspects of the financing being discussed including this Proposal and any loan documents would be governed by the laws of the State of North Carolina.

Pre-Approval: This transaction has been pre-approved by JPMorgan Chase Bank, N.A. A commitment, however, shall not be binding on Lender/Borrower until it is in writing, signed and accepted by Lender. Lender will have the sole right of assignability of any financing between Lender and Borrower.

Expiration Date: This proposal will expire on June 4, 2012 unless Borrower acknowledges its acceptance by this date.

Confidentiality: Lender confirms that it will not use confidential information obtained from Borrower by virtue of this potential transaction, contemplated by this proposal, or other relationships with Borrower, in connection with the performance by Lender of such services for other companies.

IRS Circular 230 Disclosure: JPMorgan Chase & Co. and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with JPMorgan Chase & Co. of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Please feel free to contact me at 404.926.2705 if you would like to discuss this proposal. Upon receipt of the accepted proposal, we will begin the approval process. Thank you for the opportunity to serve your equipment financing needs!

Sincerely,

Mark T. Stanley | Southeast Territory Manager
Chase Equipment Finance
3475 Piedmont Road NE | Suite 1800 | Atlanta, GA 30305
Phone: 404.926.2705 | mark.t.stanley@chase.com

City of High Point, NC

Accepted Date: ______________________________

By: ____

Title: _______________________________________

CHASE

<u>Resolution Approving Financing Terms</u>

WHEREAS: The City of High Point ("City") has previously determined to undertake a project for replacement of fire trucks (pumper and ladder) to meet the essential governmental requirements of the City (the "Project"), and the Financial Services Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through JP Morgan Chase Equipment Finance ("Bank"), in accordance with the proposal dated May 23, 2012. The amount financed shall not exceed $1,375,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.421%, and the financing term shall not exceed fifty-nine (59) months from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Master Lease-Purchase Agreement and an Escrow Fund Agreement as Bank may request.

3. The Financial Services Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Financial Services Director is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Financial Services Director shall approve, with the Financial Services Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code 265(b)(3).

5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 4th day of June, 2012

Lisa B. Vierling, City Clerk	Rebecca R. Smothers, Mayor

SEAL

Information Technology Services

Steve Lingerfelt
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Date: May 23, 2012

To: Pat Pate
Assistant City Manager

From: Steve Lingerfelt
Director of Information Technology Services

Subject: Interlocal Agreement Request

The Department of ITS requests permission to enter into an interlocal agreement with the City of Greensboro and Guilford County in order to participate in a regional radio system. The interlocal agreement establishes a partnership with the City of Greensboro, Guilford County and potentially other surrounding municipalities in order to share the cost of a central core switch needed for a regional radio system.

The interlocal agreement establishes a service level agreement between all participants in the regional system. It also establishes a monthly per radio user fee to reimburse the City of Greensboro for the City of High Points share of the regional radio system core. This fee is shared equally among all users of the regional radio system and will allow participants to spread the cost of the core switch over seven years.

The City of High Points share of the core switch is $1,271,592. This equates to a cost of $181,656 per budget year for seven years. Once the City's share of the core switch is paid off, the City will only pay it's share of the core switch maintenance on a yearly basis.

The upgraded radio system solution will support the City's communication needs for many years and can be scaled upwards as needed.

Cc: Jeff Moore
Director of Finance

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.822.7000 TDD 336.883.8517

INTERLOCAL AGREEMENT FOR ACCESS TO P25 RADIO CORE

THIS INTERLOCAL AGREEMENT FOR ACCESS to the P25 RADIO CORE (the "Agreement") is entered into on ________, 2012 and made effective as of ___________, 2012 by and between the City Of Greensboro, a North Carolina municipal corporation ("Greensboro"), Guilford County, a political subdivision of the State of North Carolina and the City of High Point, a North Carolina municipal corporation ("High Point"),

WITNESSETH:

WHEREAS, the City of Greensboro, City of High Point, and Guilford County will share the usage of a P25 800 MHz trunked radio system master site;

WHEREAS, the City of Greensboro has completed establishing the infrastructure necessary for regional voice communications interoperability with the procurement and installation of the P25 Master Site;

WHEREAS, the Radio System supports public safety needs and provides service to various City and County departments and other local government entities in the region;

WHEREAS, City Of Greensboro, Guilford County, and the City of High Point recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

WHEREAS, City Of Greensboro, Guilford County, and the City of High Point have made the enhancement of homeland security an increased priority, and such entities are committed to securing grant funds for the radio system and to assisting each other in the recruitment of regional users for the system;

WHEREAS, City Of Greensboro, Guilford County, and the City of High Point now desire to enter into an interlocal agreement to address operation, funding, and future development of the Regional Radio System, and to consolidate operation and management of the Regional Master Site under the City;

WHEREAS, North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City Of Greensboro, Guilford County, and the City of High Point to enter into an Interlocal agreement regarding consolidation of the Radio System;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	Service Level Agreement (SLA)
Exhibit B:	City of Greensboro (Guilford Metro 911 Department) Fee Study, Fee Model V1.0

   Each reference to the Agreement shall be deemed to include above referenced Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. **Definitions.**
   2.1. **"Agency"** means an organization or division of an organization that operates within The City

of High Point and utilizes the Radio System.

2.2. **"Baseline Number"** means the number of radio units used by The City of High Point and its Agencies at the time of the Effective Date.

2.3. **"CPI Increase"** means the percentage increase in the Consumer Price Index for all Urban Consumers ("CPI") during the twelve-month period preceding the date at which the CPI Increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.

2.4. **"Effective Date"** means the date when ratified by Resolution by each governing unit adopting this Agreement.

2.5. **"FCC Licenses"** means the authorizations issued by the Federal Communications Commission ("FCC") pursuant to which the Radio System is operated.

2.6. **"Operator"** means either Guilford Metro 911 or the agency responsible for the operation, maintenance, licensing and upgrade of the Radio System. Guilford Metro 911 is the current Operator.

2.7. **"Radio Communication Council"** means the council of The City of High Point agencies that use the Radio System, as described more specifically in Section 3.9 of this Agreement, within The City of High Point.

2.8. **"Radio System"** means: (a) the 800 MHz trunked radio system currently operated by the City of Greensboro(consisting of five primary Simulcast tower sites and related operations), (b) the City of High Point Radio Subsystem, (c) all hardware and software encompassed in the forgoing; (d) all updates and enhancements to the forgoing; and (e) the FCC Licenses. The Radio System does not include mobile and portable radio units.

2.9. **"Radio Subsystem"** means the 800 MHz, 10-channel, trunked, Simulcast System located in The City of High Point all hardware and software encompassed in the forgoing, and all updates and enhancements to the forgoing, which subsystem will interface to the P25 Master Site and comprise an expansion of the Radio System into the City of High Point. The City of High Point Radio Subsystem will be owned by the City of High Point at all times during and subsequent to the term of this Agreement.

2.10. **"User"** means the City of Highpoint and any agencies within that use the Radio System.

2.11. **"Service Level Agreement" or "SLA"** means the agreement setting forth the detailed obligations of the parties and attached as Exhibit A to this Agreement.

3. **Responsibilities of the Parties.**

3.1. Throughout the term of Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.

3.2. The Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the P25 Master Site. These functions are set forth in Exhibit A, the Description of Service.

3.3. **The City of High Point Radio Subsystem Operating Costs.** The City of High Point shall be responsible for the payment of costs associated with the operation and management of the City of High Point Radio Subsystem (the "Operating Costs") and a proportionate share of the cost of operation, maintenance and upgrade of the P25 Master Site provided that the costs for which The City of High Point is responsible shall be shown in a detailed invoice.

3.4. Notwithstanding the above, the Operator shall not increase the amount of the Operating Cost for a given year by more than the greater of five percent (5%) or the percentage CPI Increase during the preceding twelve-month period (such greater number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding twelve-month period of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for operation of the City of High Point Radio Subsystem, provided that such price increase is not due to delay or negligence on the part of the Operator or was not reasonably avoidable by the Operator.

3.5. **Payment of Operating Cost.** The Operator will bill The City of High Point directly for the Operating Cost. The City of High Point shall pay the Operating Cost to the Operator monthly in advance, on or before the first day of the month preceding that for which the payment applies. In the event that The City of High Point fails to pay the Operating Cost within sixty (60)days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.

3.6. **Strategic Plan.** The Operator, Guilford County and The City of High Point will be jointly responsible for the development and annual review of a strategic plan for upgrading and modernizing the Radio System (the " Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Radio System over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or reliability of the Radio System. The annual review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every two years the Operator and The City of High Point will jointly update the Strategic Plan to evaluate the impact to the Radio System, incorporate new developments, modify project plans and identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the City of Greensboro, Guilford County and the City of High Point, provided that The City of High Point shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a User's Operating Costs as defined in Section 3.3, or (b) require a User to make a significant investment in new equipment; or (c) have a material negative impact on a User's ability to use the Radio System, including creating problems involving capacity or interoperability. The City of High Point shall be deemed to have approved the Strategic Plan unless within sixty days after The City of High Point's receipt of the Strategic Plan, The City of High Point gives the Operator specific written notice of each objection thereto. However, neither the City of Greensboro nor Guilford County shall have the authority to commit the City of High Point to spend any funds on the Radio System. All budgetary and funding commitments on the part of the City must be approved by City Council, and all budgetary and funding commitments on the part of The City of High Point must be approved by the Board of Commissioners.

3.7. **Radio Communications Council.** The parties recognize that the Radio System serves numerous Agencies within the County. The parties further recognize that these Agencies have a legitimate interest in the operation, maintenance, and management of the Radio System. Therefore, The City of High Point agrees to participate in a Radio Communication Council (RCC) and to define the advisory role of the Agencies regarding the operation, maintenance, and management of the Radio System.

3.8. **Adding Additional Radios.** The City of High Point shall be entitled to use the Baseline Number of radios on the Radio System. In addition to the Baseline Number, The City of High Point shall be entitled (i) to add additional public safety radios to the Radio System by notifying the Operator, and (ii) to add non-public safety radios to the Radio System by notifying the

Operator, provided that adding such non-public safety radios will not negatively impact the performance of the Radio System.

3.9. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that Agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Agency or additional radios. It is also understood that Public Safety Agency access and utilization of the Radio System is first priority and that the access of other Agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Service Agencies. However, the Operator will seek to avoid restricting Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority.

3.10. **Emergency Access by Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System.

3.11. **Radio System Identification Access Code and System Key.** It is contemplated that The City of High Point will program its individual radio units or have them programmed by an authorized representative of the Operator. The City of High Point will have access to the Radio System identification access code and to the system key.

4. **Term and Termination.**

4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. For a period of seven (7) years from the Effective Date of the Agreement, the Agreement may only be terminated (i) by mutual consent of the parties, (ii) by Force Majeure under the terms and conditions contained in this Agreement, or (iii) by The City of High Point pursuant to Section 4.2.3. Effective upon expiration of the first seven (7) years of this Agreement, this Agreement may be terminated by either party under the terms and conditions of the Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7^{th}) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the FCC Licenses and the Radio System, exclusive of the City of High Point Radio Subsystem, shall remain the property of the Operator. The City of High Point Radio Subsystem shall remain the property of The City of High Point.

4.2. This Agreement may be terminated as follows:

4.2.1. Mutual Consent. The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on the other users.

4.2.2. Termination by Either Party. After having taken into consideration the effect of termination on the other users, either party may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party, but the earliest effective date of termination may be no earlier than the seven (7) years after the Effective Date.

4.2.3. Termination by City of Highpoint. The City of High Point agrees to make a best effort to procure radio equipment for the City of High Point radio subsystem compatible with operation of the Radio System, and to secure financing for this project. However, the parties understand and agree that The City of High Point is subject to contingencies beyond its control. Therefore, notwithstanding any other provision of this Agreement to the contrary, The City of High Point may terminate this Agreement without cause at any time prior to July 1, 2012, upon provision of ten (10) days written notice to the Operator.

5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

   5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

<u>For the City of Greensboro</u> Wesley Reid, Director Guilford Metro 911 Department 1201 Coliseum Blvd Greensboro, NC 27403 Phone: Fax: E-Mail: Wesley.reida@greensboro-nc.goc	<u>For the City of High Point:</u> Steve Lingerfelt Information Technology Services 211 S. Hamilton St. High Point, NC 27260 Phone: Fax: E-Mail: steve.lingerfelt@highpointnc.gov
<u>For Guilford County</u> Name: Department: Address: Phone: Fax E-Mail:	<u>With Copy To:</u> City Attorney's Office Greensboro, NC 27403

   5.2. All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

6. **Miscellaneous.**

   6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

   6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

   6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Guilford County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Guilford County, North Carolina.

6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the forgoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If either party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all necessary measures to overcome or ameliorate the Force Majeure Event affecting the Radio System Master Site, exclusive of the City of High Point Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. The City of High Point agrees to take all necessary measures to overcome or ameliorate the Force Majeure Event affecting the City of High Point Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duty of the Operator and The City of High Point to resume performance of this Agreement, (i) if the Force Majeure Event has rendered the Radio System inoperable and there are no funds available to the Operator to make it operable, the Operator may elect to cease operating the Radio System and terminate this Agreement with ninety (90) days written notice to The City of High Point; and (ii) if the Force Majeure Event has rendered the City of High Point Radio Subsystem inoperable and there are no funds available to The City of High Point to make it operable, The City of High Point may elect to terminate this Agreement with ninety (90) days written notice to the Operator.

6.6. *RIGHT TO AUDIT.* Either party shall have the right to audit at its own expense any of the other party's records associated with the Radio System, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.

6.7. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then all parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

6.8. *WAIVER.* No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

6.9. *SURVIVAL OF PROVISIONS.* Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

6.10. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

6.11. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

6.12. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.

6.13. *PERSONNEL.* Greensboro shall employ such personnel as necessary for the operation of the Radio System, and High Point shall employ such personnel as necessary for the operation of the Radio Subsystem. The jurisdiction, authority, rights, privileges, and immunities (including coverage under the workers' compensation laws) which such personnel enjoy within the territory of their employing local government shall also be enjoyed by them outside its territory when they are acting pursuant to this agreement and within the scope of their authority or the course of their employment.

6.14 *INDEMNIFICATION.* To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. The Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:	**THE CITY OF HIGH POINT**
BY: Lisa B. Vierling	BY: [signature]
NAME: Lisa B. Vierling	NAME: Strib Boynton
TITLE: City Clerk	TITLE: City Manager

City of High Point North Carolina

ATTESTED:

BY:

CITY OF GREENSBORO

BY:

NAME:

TITLE:

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

____

Director of Finance
City of Greensboro

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

6/8/2012

Director of Finance
The City of High Point

EXHIBIT A

DESCRIPTION OF SERVICE

This Exhibit is incorporated into and made a part of the Interlocal Agreement for Access to P25 Radio Core ("Agreement") between the City of Greensboro (the "Operator"), Guilford County and the City of High Point ("User"). Unless otherwise defined herein, capitalized terms in this

Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement.

In consideration of User's performance of its obligations under the Agreement, including payment of the Regional Access Fees, the Operator will provide the following Radio Services:

1. **RADIO SYSTEM MANAGEMENT**. The Operator, through the Radio Communication Manager, will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the P25 Master Site. These functions include, but are not limited to:

1.1. **Radio System Operation and Management.**

1.1.1. Assignment of radio identification numbers for subscriber radios.
1.1.2. Management of the Controller database. This includes the assignment and deletion of subscriber IDs, the assignment and control of features such as private call and telephone interconnect, and Security Group assignment.
1.1.3. Negotiation, implementation, and monitoring of all contracts and leases required for the operation of the P25 Master Site (within the bounds of the Operating Budget).
1.1.4. Providing necessary reports and updates related to the P25 Master Site operation and upgrade projects.
1.1.5. Evaluation of all requests for new or additional equipment, including the potential for adverse loading effects. The request and evaluation may be presented to the Radio Communication Council for consideration and comments.
1.1.6 Managing P25 Master Site performance and addressing performance issues.

1.2. Fixed Site Management.

1.2.1. Maintaining all fixed site equipment associated with the P25 Master Site.
1.2.2. Using best efforts to ensure that all P25 Master Site equipment failures and/or problems will receive top priority service.
1.2.3. Submitting status reports and updates on Radio System construction projects to the Radio Communication Council.
1.2.4. Documentation and maintenance of all equipment records associated with the fixed site equipment utilized in theP25 Master Site .

1.3. Strategic Planning.

1.3.1. System design and support associated with sufficient signal strength coverage for public safety services.
1.3.2. Identifying and evaluating new technology and/or System enhancements and upgrades.
1.3.3. Working with the Radio Communication Council to develop the "Strategic Plan" as described in Section 12.
1.3.4. Working with the Radio Communication Council to review and update the

Strategic Plan every two years. The Radio Communication Manager will make a report at the end of each fiscal year to inform all parties of progress being made to implement the Ten Year Plan.

1.4. Development of Budget and Charge back System

1.4.1. Evaluation of the Regional Access Fee to determine whether the funds generated will be sufficient to cover the cost of operation, maintenance and upgrade of the joint Radio System Infrastructure; adjusting the Regional Access Fee as necessary.

1.4.2. Development of capital and operating budgets necessary for the operation, maintenance, and upgrade of the P25 Master Site.

2. **RADIO SYSTEM SERVICE LEVELS.** The Operator will provide the same level of service to User as it provides for Operator's users for all Radio Services that User has elected to receive under this Agreement.

2.1. **Service Levels for Radio System Availability.** The Operator shall comply with the following "Service Levels for Radio System Availability."

2.1.1. "*Radio System Availability*" is defined as the total actual uptime of the Radio System divided by the amount of possible available uptime less: (a) scheduled downtime and (b) downtime due to Force Majeure. The "Targeted System Availability" is 99.99%, as measured by the Motorola Monthly Metrics Report.

2.1.2. If the Radio System Availability, as measured by the Motorola Monthly Metrics Report, is less than Targeted System Availability for two consecutive months, or four months out of any consecutive twelve-month period, User will receive a credit against future Radio Access Fees equal to 25% of the operating expense portion of the User's Radio Access Fee for each month of non-compliance.

2.1.3. If Radio System Availability drops below Target System Availability for two consecutive months, the Radio Communication Manager will inform all affected Agencies as to the nature of the problem, the proposed resolution and the timeframe for resolution.

2.1.4. Upon written request to the Operator, User will receive a copy of the monthly "Metrics Report" delivered by Motorola, or any other company then monitoring the Radio System.

2.2. **Service Level for Network Access**. The City shall comply with the following "Service Levels for Network Access."

2.2.1. New radio IDs will be issued within 2 working days of receipt of request, provided that the Radio Communication Manager has determined that such additional radios are allowable with the terms of the Agreement.

2.2.2. Changes to subscriber database information will be made the same working day for requests received by 2:00 P.M.

2.3. **Service Level Requirements for Emergency Service Calls.** The Operator shall comply with the following "Service Levels for Emergency Service Calls."

2.3.1. **Definition of Emergency Service Calls.** Severity Level 1 calls as defined in the chart below shall constitute "Emergency Service Calls." All Severity Level 2 and below service calls shall constitute "Routine Service Calls, and shall be subject to Section 2.4 of this Exhibit.

2.3.2. **Service Level Requirements for Routine Service Calls.** The Operator shall exercise reasonable diligence in responding to Routine Service Calls, and will provide User with the same level of service in this regard as is received by Operator users.

2.4. **Consultation and Project Management Services.** The following Optional Services may be purchased from the City on a case-by-case basis on terms mutually acceptable to User and the Operator.

2.4.1. Assistance in the design and installation of specialized communication systems.

2.4.2. All special projects will be completed to project specific agreed upon standards.

2.4.3. Project pricing and scheduling will be negotiated with the requesting Agency.