City of High Point

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

Meeting Agenda

Monday, May 7, 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 - Council Member Alexander, Chair

Committee Members - Whitley, Smothers, Corey

120106 **Contract - Bid No. 68 - Submersible Switches**

Approval of contract awarding Bid No. 68 for the purchase of Submersible Switches for use in the Downtown Conversion from overhead to underground utility lines. Purchasing and the Electric Department recommends that contract be awarded to Trayer Engineering in the amount of $226,115.00 which is the lowest responsible, responsive bidder meeting specifications.

120107 **Contract - Bid No. 70 - Concrete - City Wide**

Approval of contract awarding Bid No. 70 for the purchase of Concrete for city wide usage. Purchasing and the Public Services Department recommends that contract be awarded to Chandler Concrete & Hartley Ready Mix per the quoted amounts listed on the attached bid tabulation sheet.

120108 **Contract - Bid No. 71 - Concrete Road Vaults**

Approval of contract awarding Bid No. 71 for the purchase of Concrete Road Vaults for use on the Montlieu Avenue and Lindsay Street projects. Purchasing and the Electric Department recommends that contract be awarded to Shoaf Precast in the amount of $116,165.00 which is the lowest responsible, responsive bidder meeting specifications.

120109 **Sole Source Recommendation - Taser X2 Equipment for the Police Department**

City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment (Taser X2) by the Police Department; and approve the acquisition of the equipment and related services from Lawmen's Suppliers of Law Enforcement Supplies in the amount of $165,983.54.

120110 **Pre-Audit Certification - Appointment of Deputy Finance Officers**

Council is requested to authorize the following positions and persons to be "deputy finance officers" as defined in the statutes to execute a valid preaudit certificate for the encumbering valid obligations of the City of High Point:
Treasury Services Manager - Jackie Astrop
Accounting Manager - Kelly Latham
Financial Services Manager - Eric Olmedo

120111 **Tax Collection Agreement - Forsyth County**

Council is requested to authorize staff to execute an agreement between the City of High Point and Forsyth County for the collections of taxes for High Point residents residing in Forsyth County.

120112 **Contract - Auditing Services FY July 1, 2011 - June 30, 2012 - McGladrey & Pullen CPA**

Council is requested to authorize the Mayor to execute a contract with McGladrey & Pullen CPA for the fiscal year audit for the period ending June 30, 2012 in the amount of $64,000.00.

120113 **Resolution - Refunding of Revenue Bonds**

The City's bond attorneys have prepared the attached resolution which will authorize the issuance and sale of the Series 2012A Combined Enterprise System Revenue Refunding Bonds. City Council is requested to approve the attached “Order Authorizing the Issuance and Sale by the City of High Point, North Carolina of Not To Exceed $36,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012A and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith.”

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member Sims, Chair

Committee Members - Alexander, Douglas, Corey

120117 **Ordinance - Demolition of Structure - 901 E. Russell Avenue**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 901 E. Russell Avenue belonging to WMJ Investments, Inc.

120118 **Ordinance - Demolition of Structure - 1213 Filbert Place**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1213 Filbert Place, belonging to Irene Palamanis.

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, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE - Council Member Whitley, Chair

Committee Members - Sims, Henley, Moore

120116 **Right of Way Encroachment 12-01 - Carolina Investment Properties VI, LLC**

A request by Carolina Income Properties VI, LLC and Mannington Mills, Inc. to encroach within the N. Pendleton Street right-of-way between 201 and 206 N. Pendleton Street to install a 4-inch conduit for data communications between the two properties (to benefit Polo Ralph Lauren).

PUBLIC COMMENT PERIOD - 5:15 p.m.

PUBLIC HEARINGS ON ITEMS - 5:30 p.m.

Finance Committee - Council Member Alexander, Chair

120114 **Public Hearing - Issuance of Two-Thirds Bond -Downtown Improvements**

City Council is scheduled to conduct a public hearing on May 7, 2012 at 5:30pm as required by state law on the issuance of the referenced 2/3 bonds; and following the public hearing, City Council is requested to approve the bond order authorizing $5,785,000 Downtown Improvemment Bonds as presented at its April 16, 2012, meeting.

120115 **Public Hearing - 2012 Justice Assistance Grant - (JAG)**

Monday, May 7, 2012 at 5:30 p.m. is the date and time established to receive public comments on the award of the 2012 Justice Assistance Grant (JAG) funds in the total amount of $245,582.00 to be divided between the Guilford County Sheriff's Department ($62,331.60); Greensboro Police Department ($135,012.80); and the High Point Police department ($48,237.60).

ADJOURNMENT

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 27, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Tax Collection Agreement with Forsyth County

As you know, there are several parcels of property located within the City of High Point that are also located in Forsyth County rather than Guilford County. Motor vehicle taxes are also collected by the county in which the vehicle resides. This requires significant coordination and some duplication of services between the two county tax offices to collect these taxes for the City of High Point.

In implementing the Guilford County's new tax administration and collection software during 2010, the Guilford County Tax Office determined it would be more cost-effective for them to not bill and collect City of High Point properties located in other county jurisdictions. Consequently, we initiated conversation and a resulting agreement in 2010 with Will Massie, Assistant County Manager/Finance Officer in Randolph County to collect the real and personal property taxes on behalf of the City of High Point for parcels located in Randolph County. However, Forsyth County was not able to accommodate the late request by Guilford County to do the same for the current fiscal year, so Guilford County is currently preparing the real and personal property tax billing and collection by hand. In order to remedy this situation, Forsyth County and the City of High Point propose the attached agreement. There are only 17 parcels in Forsyth County that are in High Point city limits, so the proposed cost for this contract in neglible (<$1000) and will be absorbed in the annual budget without adjustment. Forsyth County has offered a tax administration and collection agreement that is consistent with the agreement that is in place with Randolph County.

Approval of the agreement would result in no monetary change for the City of High Point in property tax revenues. This change should result in some efficiencies for the two county tax collection offices and will allow residents of the City of High Point that reside in Forsyth County the ability to pay their property taxes on a combined bill.

Our City Attorney and the Forsyth County Attorney have reviewed the agreement. If you have questions about these agreements please let me know.

FORSYTH COUNTY
NORTH CAROLINA

INTER-LOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF HIGH POINT

THIS AGREEMENT, made and entered into this ____________ day of ______ _____________, 2012, by and between Forsyth County, hereinafter referred to as "County" and the City of High Point, hereinafter referred to as "City."

WITNESSETH

In mutual consideration of and in exchange for the Promises herein contained, the parties agree and covenant as follows:

1. Pursuant to the provisions of North Carolina General Statute 160A-461, the County and the City agree to consolidate their tax collecting departments to the extent provided herein. This Agreement shall cover tax collections for fiscal year beginning July 1, 2011 and shall continue until terminated as provided in paragraph fifteen (15) of this Agreement. This Agreement shall cover all current and delinquent taxes from the effective date forward, both real and personal.

2. On and after July 1, 2012, all City ad valorem taxes as well as applicable other taxes for real estate property taxable to the City that is located in Forsyth County shall be collected by the County Tax Administrator. This includes all late listing penalties.

3. Any discounts offered by the County shall apply to taxes collected on behalf of the City in the same manner as they apply to County properties.

4. The operation of this joint collection effort, including releases and refunds, shall be under the supervision of the County Tax Administrator and the Forsyth County Board of Equalization and Review as well as the Forsyth County Board of Commissioners.

5. In exchange of the above described services, the County shall retain from the remittances to the City a sum equal to 1.0% of the TOTAL AMOUNT collected by the County on behalf of the City.

6. The County Finance Officer shall periodically remit by ACH deposit the full amount of taxes and penalties collected, less any discounts subject to Section 5 above. Said ACH deposits shall be remitted on a monthly basis except that during the months of December and January, the remittance shall be made weekly. Upon request, the County shall notify the City in advance of the date and amount of taxes to be remitted.

7. Records showing separately the amount of County taxes assessed and collected and the amount of City taxes assessed and collected shall be maintained by the County Tax Administrator.

8. Upon discovery of unlisted property within the City limits, the County Tax Administrator shall place the property on both County and City rolls.

9. Only one tax bill shall be mailed to a taxpayer owing taxes to both of the taxing units. In the event of a partial payment on a consolidated bill, the amount of such payment shall be proportionately credited, based on the ratio of tax rates, against taxes due each unit. Payments only against County or only against City taxes shall not be allowed. Property taxes owed to each government shall be shown separately on the property tax bill.

10. The tax records shall be audited annually by an independent Certified Public Accountant selected and paid for by the County. The City may, at its own expense, provide for the auditing of the records relating to taxes due it. The tax records relating to taxes due the City shall be available to the City at all reasonable times.

11. The County Tax Administrator shall perform all duties imposed by law upon the City Tax Administrator with respect to City taxes.

12. Penalties collected and discounts allowed shall be properly apportioned between the County and the City where the same taxpayer makes payments on property taxable by both units.

13. The City shall be furnished an analysis of each year's levy when it is compiled, showing ad valorem taxes and other taxes separately. As to ad valorem taxes, the analysis shall provide information as to the components comprising the real and personal valuation and taxes (e.g. total real valuation, elderly and farm exemption, public service companies, etc.), and this shall be reconciled to the amounts shown as "secured" and "unsecured" valuation and tax amounts. The County shall furnish monthly reports to the City by which to reconcile monthly ad valorem property tax deposits made on its behalf.

14. The City shall be furnished annually the details of any taxes added to or deleted from the charges on the records of taxes due the City and the total amount of taxes collected for the year.

15. This Agreement may be terminated by either of the parties upon written notice of the intention to terminate the Agreement given to the other party at least six (6) months before the expiration of the fiscal year in which the resolution directing such termination is adopted.

16. Amendments to this Agreement shall be effective only when reduced to writing and adopted by a majority vote of the members of each of the

governing boards of the parties and its execution by the proper officials of each unit.

17. The term “collections” shall include listings and billings.

18. Challenges or legal issues involving the application or constitutionality of any City taxes will be handled by the city’s legal counsel or its designee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials, all by authority of the governing boards of each of the taxing units.

FORSYTH COUNTY

______________________________	Attest: ________________________
County Manager	Clerk to the Board

Approved as to Content:

______________________________	Attest: ________________________
Forsyth County Tax Department Representative	

CITY OF HIGH POINT

______________________________	Attest: ________________________
Rebecca R. Smothers, Mayor City of High Point	Lisa B. Vierling, City Clerk City of High Point
This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
______________________________	______________________________
County Finance Director	City Financial Services Director
Approved as to form & legality:	Approved as to form & legality:
______________________________	______________________________
County Attorney	City Attorney

Approved as to legal sufficiency:

____
County Attorney

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 26, 2012

MEMO TO: Strib Boynton, City Manager
Members of City Council

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

SUBJECT: Required City Council actions for Proposed Refunding Revenue Bonds

As previously discussed with you, the bond market remains favorable for refunding some of the City's outstanding revenue bonds. The proposed resolution amends staff's previous authorization from a maximum of up to $54,000,000 to a not-to-exceed amount of $36,000,000 for refunding the maturities of the outstanding 2004 revenue bonds, depending on the bond market on the date of sale. Staff will not pursue refunding bonds for any bonds that do not provide for at least 3% savings. At the time of this writing, estimated savings approximate 7.3% or about $150,000 annually. The timing of the sale is expected to help reduce proposed water and sewer rate increases for next fiscal year. The LGC staff has recommended the refunding authorization to the full Local Government Commission for its approval at their May 1, 2012 meeting.

Please include the following actions by City Council for their May 7, 2012 Council meeting.

1. The City's bond attorneys have prepared the attached resolution which will authorize the issuance and sale of the Series 2012A Combined Enterprise System Revenue Refunding Bonds. City Council is requested to approve the attached "Order Authorizing the Issuance and Sale by the City of High Point, North Carolina of Not To Exceed $36,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012A and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

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

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

The City Council of the City of High Point, North Carolina held a regular meeting 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 May 7, 2012.

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

____

Absent: Council Members ____

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Also Present: ____

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* * * * * *

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

ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED $36,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012A AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

BE IT ORDERED by the City Council of the City of High Point, North Carolina (the "City"):

Section 1. The City Council does hereby find and determine as follows:

(a) The City has heretofore entered into a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), with Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City's Combined Enterprise System created thereunder.

(b) Pursuant to the Trust Agreement and a First Supplemental Trust Agreement, dated as of November 1, 2004 ("First Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its $40,375,000 Combined Enterprise System Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), $35,200,000 of which are currently outstanding.

(c) Pursuant to the Trust Agreement and a Second Supplemental Trust Agreement, dated as of June 1, 2006 (the "Second Supplemental Trust Agreement), between the City and the Trustee, the City has heretofore issued its $31,380,000 Combined Enterprise System Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), $28,065,000 of which are currently outstanding.

(d) At a meeting held on April 2, 2012, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of not to exceed $54,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012A (the "Series 2012A Bonds") of the City for the purpose of providing funds, together with other available funds, to (i) refund all or a portion of the outstanding Series 2004 Bonds and Series 2006 Bonds, (ii) fund any necessary debt service reserve fund for the Series 2012A Bonds and (iii) pay certain other costs and expenses incurred in connection with the issuance and sale of the Series 2012A Bonds.

(e) The City, by resolution, also requested the Commission to sell the Series 2012A Bonds at private sale without advertisement.

(f) The Commission has approved the application of the City for the issuance of the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 in accordance with G.S. 159-86.

(g) The City has determined to issue the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 for the purpose of providing funds, together with other available funds, to (i) refund a portion of the outstanding Series 2004 Bonds, (ii) fund any necessary debt service reserve fund for the Series 2012A Bonds and (iii) pay certain other costs and expenses incurred in connection with the sale and issuance of the Series 2012A Bonds

(h) The City proposes to sell the Series 2012A Bonds to Wells Fargo Bank, National Association and BB&T Capital Markets, a division of Scott & Stringfellow, LLC (collectively, the "Underwriters"), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City.

(i) There have been presented to the City Council at this meeting forms of the following documents relating to the sale and issuance of the Series 2012A Bonds:

(1) Fifth Supplemental Trust Agreement, to be dated as of June 1, 2012 (the "Fifth Supplemental Trust Agreement"), between the City and the Trustee;

(2) Escrow Deposit Agreement, to be dated as of June 1, 2012 (the "Escrow Agreement"), between the City and U.S. Bank National Association, as escrow agent;

(3) Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Underwriters, the Commission and the City; and

(4) Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Series 2012A Bonds; and

(j) The City has determined that the issuance and sale of the Series 2012A Bonds in the manner provided in this order is in the best interests of the City.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Fifth Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), particularly G.S. 159-88, the City hereby authorizes the issuance of the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 for the purposes set forth in Section 1(g) of this order. The exact amount of Series 2012A Bonds to be issued shall be determined by the Financial Services Director of the City at the time the Series 2012A Bonds are sold and shall be an amount sufficient, together with other available funds of the City, to (a) refund a portion of the outstanding Series 2004 Bonds, (b) fund any necessary debt service reserve fund for the Series 2012A Bonds and (c) pay certain other costs and expenses incurred in connection with the sale and issuance of the Series 2012A Bonds. The Series 2012A Bonds shall mature at such times and in such amounts as shall be set forth in the Fifth Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2012A Bonds shall be issued as fully registered bonds in denominations of $5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of the Series 2012A Bonds as set forth in the Fifth Supplemental Trust Agreement. Interest on the Series 2012A Bonds shall be payable on May 1 and November 1 of each year, beginning November 1, 2012, until the payment in full of the principal thereof. The final maturity of the Series 2012A Bonds shall not be later than December 31, 2031.

Section 4. The Series 2012A Bonds may be subject to redemption prior to their respective maturities if and to the extent so provided in the Fifth Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2012A Bonds shall be applied as provided in Section 204 of the Fifth Supplemental Trust Agreement.

Section 6. The Series 2012A Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Fifth Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the Series 2012A Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the Series 2012A Bonds and such interest rates not to result in an aggregate effective interest cost in excess of 4.31%, is hereby approved. The Commission is hereby requested to sell and award the Series 2012A Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the Series 2012A Bonds to the Underwriters at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services

Director of the City are each hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such changes, additions and deletions as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The form, terms and provisions of the Fifth Supplemental Trust Agreement and the Escrow Agreement are hereby approved, and the Mayor or the City Manager and the City Clerk or any assistant or deputy City Clerk are hereby authorized and directed to execute the Fifth Supplemental Trust Agreement and the Escrow Agreement in substantially the forms presented, together with such changes, additions and deletions as the Mayor or the City Manager, with the advice of counsel, may deem necessary and appropriate, including, without limitation, changes, additions and deletions necessary to incorporate the final terms of the Series 2012A Bonds as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

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 a portion of the Series 2004 Bonds, subject to the right of the City to appoint another Escrow Agent as provided in the Escrow Agreement, and as such shall perform its responsibilities as provided in the Escrow Agreement.

The City Manager and the Financial Services Director are each hereby authorized to determine on the date of sale of the Series 2012A Bonds whether it is in the best economic interests of the City to refund or not to refund all or any portion of the outstanding Series 2004 Bonds and which maturities of the outstanding Series 2004 Bonds are to be so refunded, so long as such refunding will result in net present value debt service savings that equals or exceeds 3.00% of the Series 2012A Bonds.

The City Council hereby directs that the Series 2004 Bonds refunded by the Series 2012A Bonds be called for optional redemption on November 1, 2014, in the manner set forth in the Escrow Agreement.

Section 10. The Preliminary Official Statement relating to the offering for sale of the Series 2012A Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the Series 2012A Bonds by the Underwriters in hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2012A Bonds. The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to execute and deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes, additions and deletions as such officer, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 11. The Mayor, the City Manager, the Financial Services Director, the City Clerk and the City Attorney, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Fifth Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement. Any such actions heretofore taken by such persons to the extent not inconsistent with the provisions of this resolution are hereby ratified, authorized and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2012A Bonds, the Trust Agreement, the Fifth Supplemental Trust Agreement, the Escrow Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 12. The issuance and sale of the Series 2012A Bonds are hereby approved subject to the terms and conditions set forth in this order.

Section 13. This order shall take effect immediately upon its passage.

Upon motion of Council Member ______________, seconded by Council Member ______________, the foregoing order entitled "ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED $36,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012A AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was passed by the following vote:

Ayes: Council Members ____

____

Noes: Council Members ____

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* * * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on May 7, 2012, as relates in any way to the adoption of the foregoing order authorizing the issuance, sale and delivery of revenue bonds of said City and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 7th day of May, 2012.

City Clerk

[SEAL]

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-373, G.S.105-321, AND G.S.105-330.3
FOR THE COLLECTION OF 2011 AND PRIOR YEARS' TAXES

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

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2003 through 2011 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2003 through 2011 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

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

Taxes on classified Motor Vehicles for 2008 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2008 and prior years.

WITNESS my hand and official seal, this the 7th day of May, 2012.

City of High Point North Carolina

Rebecca R Smothers
MAYOR, CITY OF HIGH POINT

ATTEST:

Lisa B. Vierling
CLERK

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321 AND G.S. 153A-156
FOR THE COLLECTION OF 2012 TAXES

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

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2012 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2012 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

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

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

WITNESS my hand and official seal, this the 7th day of May, 2012.

Rebecca R Smothers
MAYOR, CITY OF HIGH POINT

City of High Point
North Carolina

ATTEST:
Lisa B. Vierling
CLERK

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 27, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Agenda item for City Council meeting

Please place the following item for City Council's consideration and approval at their next meeting:

1. City Council to authorize the Mayor to execute a contract with McGladrey & Pullen CPAs for the fiscal year audit for the period ending June 30, 2012 in the amount of $64,000.

   The proposed contract provides for the independent financial and compliance audit for the fiscal year beginning July 1, 2011 and ending June 30, 2012. The combined fee for the audit services is $64,000, an increase of $2,000 (3.2%) over the FY2011 audit contract as included in their 4 year proposal approved by City Council in April 2011.

I will be available for any questions you or City Council may have.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

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

McGladrey & Pullen, LLP
P.O. Box 2470 (27402-2470)
230 N. Elm St., Ste 1100
Greensboro, NC 27401-2436
O 336.273.4461 F 336.274.2519
www.mcgladrey.com

McGladrey

March 30, 2012

The Honorable Mayor and Members
of the City Council
City of High Point, North Carolina
P.O. Box 230
High Point, North Carolina 27261

Attention: Mr. Jeffrey A. Moore, Financial Services Director

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of High Point, North Carolina (the "City") for the year ending June 30, 2012. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of the City's governmental activities, business-type activities, aggregate discretely presented component unit, each major fund, and aggregate remaining fund information and budgetary comparison for the general fund as of and for the year ending June 30, 2012 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Council are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform the audit of the City as of June 30, 2012 so as to satisfy the audit requirements imposed by the Single Audit Act, the U.S. Office of Management and Budget (OMB) Circular No. A-133 and the State Single Audit Implementation Act of North Carolina.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, OMB's Compliance Supplement, and State Single Audit Implementation Act of North Carolina. Those standards, circulars, supplements or guides require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the City and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the finance committee, any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to City Council *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, *(b)* any illegal acts, violations of provisions of contracts or grant agreements, and abuse that come to our attention (unless they are clearly inconsequential), *(c)* should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and *(d)* various matters related to the City's accounting policies and financial statements.

In addition to our reports on the City's financial statements, we will also issue the following reports or types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of Federal and State awards for the year ending June 30, 2012.

- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

- Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133 and the State Single Audit Implementation Act of North Carolina, on each major program.

- A schedule of findings and questioned costs.

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed below:

- General fund
- Special revenue funds: *Special Grants and Community Development*
- General Capital Project fund
- Debt Service fund
- Enterprise funds: *Water and Sewer, Electric, Mass Transit, Parking Facility, Landfill Facilities, and Storm Water*
- Internal Service fund
- General Agency fund
- LEO Pension Trust fund
- High Point Firefighters Pension and Disability Trust Fund

The component unit whose financial statements you have told us is to be included as part of the City's basic financial statements is the City of High Point ABC Board. The City of High Point ABC Board will be disclosed through discrete presentation as a component unit, as required by Governmental Accounting Standards Board (GASB) 14 and 39. Another CPA Firm will audit the City of High Point ABC Board.

The federal and state financial assistance programs that you have told us that the City participates in and that are to be included as part of the single audit compliance examination are listed as an attachment.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

City of High Point's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for *(a)* making us aware of significant vendor relationships where the vendor is responsible for program compliance, *(b)* following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and *(c)* report distribution including submitting the reporting package(s).

The City Council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of the official statement. The City agrees that the following disclosure will be prominently displayed in the official statement:

> *McGladrey & Pullen, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey & Pullen, LLP, also has not performed any procedures relating to this official statement.*

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

Because McGladrey & Pullen, LLP will rely on the City and its management and finance committee to discharge the forgoing responsibilities, the City holds harmless and releases McGladrey & Pullen, LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, McGladrey & Pullen, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

City of High Point's Records and Assistance

If circumstances arise relating to the condition of your records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Mr. Jeffrey A. Moore, Financial Services Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs and Access to Audit Documentation

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. We will submit our final bill for these services promptly upon delivering the reports. Our fee for the services described in this letter and in the LGC-205 *Contract to Audit Accounts* issued by the Local Government Commission will not exceed $64,000 unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, turnover of key personnel before the audit is completed, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Any services performed in addition to normal audit procedures will be charged at standard rates less 20%. Additional major programs above the planned five (5) major programs will be billed at $4,200 each. All other provisions of this letter will survive any fee adjustment.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate McGladrey & Pullen, LLP for any additional costs incurred as a result of the employment of a partner or professional employee of McGladrey & Pullen, LLP.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGladrey & Pullen, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request; and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGladrey & Pullen, LLP audit personnel and at a location designated by our Firm.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our participation in the preparation of the CAFR is to consist of having the financial statement report reviewed by a person who is also a reviewer for the GFOA Certificate Program and have him involved in the resolution of any accounting or reporting questions that arise during the engagement.

Claim Resolution

The City and McGladrey & Pullen, LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGladrey & Pullen, LLP or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. McGladrey & Pullen, LLP's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to McGladrey & Pullen, LLP for the services rendered under this arrangement letter.

This letter together with form LGC-205 *Contract to Audit Accounts* constitutes the complete and exclusive statement of agreement between McGladrey & Pullen, LLP and the City, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report was provided to you in a prior year.

If this letter together with form LGC-205 *Contract to Audit Accounts* defines the arrangements as the City understand them, please sign and date the enclosed copy, and return it to us. We appreciate your business.

McGladrey & Pullen, LLP

Mark L. Snyder

Mark L. Snyder, Partner

Confirmed on behalf of the addressee:
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City Manager

Financial Services Director

City of High Point, North Carolina
March 28, 2012

ATTACHMENT A:

City of High Point
Listing of Federal and State Award Programs
June 30, 2012

Grantor/Passed Through Grantor/Program Title	Federal CFDA Number
U.S. Department of Housing and Urban Development	
Direct Programs:	
Community Development Block Grant	14.218
HOME PJ	14.239
HOME Consortium	14.239
Shelter Care Plus	14.238
Lead Hazard Control	14.900
ARRA - Community Development Block Grant	14.253
Passed Through N.C. Department of Commerce	
Neighborhood Stabilization Program	14.228
U.S. Department of Justice	
Direct Programs:	
Forfeiture Funds	16.000
COPS Technology	16.710
Weed and Seed	16.595
Justice Assistance Grant	16.738
Bulletproof Vest Partnership	16.607
ARRA - Justice Assistance Grant	16.804
Harmony House Supervised Visitation	16.527
Passed Through N.C. Department of Crime Control & Public Safety:	
Project Safe Neighborhood	16.744
U.S. Department of Transportation	
Direct Programs:	
Section 104(f) Highway Planning Grant	20.205
Congestion Mitigation & Air Quality	20.205
Congestion Mitigation & Air Quality	20.205
ARRA - Section 104(f) Highway Planning Grants	20.205
Section 5309 Capital Grant	20.500
Section 5303 Planning Grant	20.505
Section 5307 Capital and Planning Grants	20.507
ARRA - Section 5307 Grants	20.507
U.S. Department of Energy	
ARRA - Energy Efficiency and Conservation Block Grant Program	81.128

City of High Point, North Carolina
March 28, 2012

Grantor/Passed Through Grantor/Program Title	Federal CFDA Number
U.S. Department of the Interior	
Passed Through N. C. Department of Cultural Resources	
Historic Preservation Fund	15.904
U.S. Department of the Treasury	
Passed Through MDC (appropriated by the N.C. General Assembly):	
Volunteer Income Tax Assistance	21.009
U.S. Department of Agriculture	
Passed Through N.C. Department of Environment & Natural Resources	
Core City Trees	10.664
U.S. Department of Health & Human Services	
Passed Through Piedmont Triad Council of Governments:	
Title III D Disease Prevention	93.043
Passed Through N.C. Department of Crime Control & Public Safety:	
CAC Expansion & Training	93.643
U.S. Environmental Protection Agency	
Passed Through N.C. Department of Environment & Natural Resources	
ARRA - Obsolete Sewer (Grant Funding)	66.458
ARRA - Obsolete Sewer (Loan Funding)	66.458
N.C. Department of Transportation	
Direct Programs:	
Advanced Technology Grant	n/a
N-S Airport Connector	n/a
State Streets Maintenance	n/a
Powell Bill	n/a
Rail Agreement	n/a
N.C. Department of Environment & Natural Resources	
Direct Programs:	
Aquatic Rehabilitation	n/a
N.C. Department of Health and Human Services	
Passed Through Piedmont Triad Council of Governments:	
Senior Center General Purpose	n/a
N.C. Department of Cultural Resources	
Direct Programs:	
State Aid to Libraries	n/a

LGC-205 (Rev. 2012)

CONTRACT TO AUDIT ACCOUNTS

of City of High Point, North Carolina
Governmental Unit

On this 30th day of March, 2012, McGladrey & Pullen, LLP
Auditor

P.O. Box 2470, Greensboro, NC 27402-2470, hereinafter referred to as the Auditor, and
Mailing Address

the City Council of the City of High Point, North Carolina, hereinafter referred to as the
Governing Board Governmental Unit

Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2011, and ending June 30, 2012. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.

3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 22) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

   If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: October 31, 2012. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lgc.invoice@nctreasurer.com Email Subject line should read "unit name – invoice." The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

   Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] NONE ANTICIPATED. Any services performed in addition to normal audit procedures will be charged at standard rates.

   Audit - $64,000 for the audit unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, turnover of key personnel before the audit is completed, or unexpected conditions are encountered. Any such delays will be charged at eighty percent (80%) of standard rates. Additional major programs above the planned five (5) programs will be billed at $4,200 each.

   Preparation of the financial statements - N/A. The City prepares the financial statements.

   Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) auditors may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The **75% cap for interim invoice approval for this audit contract is $48,000.**

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.

12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.

13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

    The Local Government Commission's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission.

    In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation

documents is http://nctreasurer.slgfd.leapfile.net No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.

16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.

19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The current portal address to upload your contractual documents is http://nctreasurer.slgfd.leapfile.net Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of March 5, 2012. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.

20. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.

21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.

22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)

23. **All communications regarding Audit contract requests for modification or official approvals will be sent to the email Addresses provided in the following areas.**

Audit Firm Signatures:

Firm McGladrey & Pullen, LLP

By: Mark Snyder
(Please type or print name)

Mark Snyder
(Signature of authorized audit firm representative)

Email Address of Audit Firm:

Mark.Snyder@mcgladrey.com

Date March 30, 2012

Unit Signatures:

By________________
(Please type or print name and title)

____
(Signature of Mayor/Chairperson of governing board)

Date________________

Date Governing Body Approved Audit Contract – G.S. 159-34(a)

____

Unit Signatures (continued):

By________________
(Chairperson of Audit Committee - please type or print name)

____
(Signature of Audit Committee Chairperson)

Date________________
(If unit does not have an audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

____
Governmental Unit Finance Officer (Please type or print name)

____
(Signature)

Email Address of Finance Officer:

____

Date ________________
(Preaudit Certificate must be dated.)

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Randy E. McCaslin, Assistant City Manager

FROM: Garey Edwards, Director of Electric Services

DATE: May 2, 2012

SUBJECT: Bid No. 68 – Submersible Switchgears

I am recommending that we award the purchase contract to Trayer Engineering for the submersible switchgears listed on Bid No. 68-041112. We sent bid requests to the six companies listed on the bid tab sheet, with Trayer Engineering proposing the low bid meeting specifications. Trayer Engineering has been an extremely reliable vendor for these switches.

I recommend that the City Council authorize the purchase of these submersible switchgears from Trayer Engineering 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

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: WAREHOUSE FOR ELECTRIC

COUNCIL AGENDA DATE:

BID NO.: 68-041112 CONTRACT NO.: DATE OPENED: 4-11-2012

DESCRIPTION:

SUBMERSIBLE SWITCHES

PURPOSE:

TO USE IN OUR DOWNTOWN CONVERSION FROM OVERHEAD TO UNDERGROUND UTILITY LINES.

COMMENTS:

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

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Garey Edwards Digitally signed by Garey Edwards DN: cn=Garey Edwards, o=City of High Poiont, ou=Electric Department, email=garey.edwards@highpointnc.gov, c=US Date: 2012.04.11 15:44:33 -04'00' DATE: APRIL 11, 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: 2012.04.12 11:56:58 -04'00' DATE: Apr 12, 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: 2012.04.27 08:51:56 -04'00' DATE: Apr 27, 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: 2012.05.02 13:42:22 -04'00' DATE: Apr 27, 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.*

BOARD OF COMMISSIONERS

RICHARD V. LINVILLE, Chairman
DEBRA CONRAD, Vice Chair
WALTER MARSHALL
DAVID R. PLYLER
GLORIA D. WHISENHUNT
BILL WHITEHEART
EVERETTE WITHERSPOON

County of Forsyth

J. DUDLEY WATTS, JR.
County Manager
A. EDWARD JONES
Deputy County Manager
DAMON SANDERS-PRATT
Deputy County Manager
CARLA D. HOLT
Clerk to the Board
JANE F. COLE
Director, External Communications

FORSYTH COUNTY, NORTH CAROLINA

June 26, 2012

Ms. Rebecca R. Smothers, Mayor
City of High Point
211 S. Hamilton
P.O. Box 230
High Point, NC 27260

Dear Mayor Smothers:

Enclosed please find a copy of the *"Resolution Ratifying and Authorizing Execution of an Interlocal Agreement Between Forsyth County and the City of High Point for Property Tax Collection Services by Forsyth County Tax Administration for Areas of High Point Located in Forsyth County (Tax Administration)"*, which was unanimously adopted by the Forsyth County Board of Commissioners at their regular meeting June 25, 2011.

If you have questions, please do not hesitate to let us know.

Sincerely,

Carla Holt

Carla D. Holt, Clerk
Forsyth County Board of Commissioners

Enclosure

Forsyth County Government Center • 201 N. Chestnut Street • Winston-Salem, North Carolina 27101-4120
Telephone (336) 703-2020 • FAX (336) 727-8446

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE CITY OF HIGH POINT FOR PROPERTY TAX COLLECTION SERVICES BY FORSYTH COUNTY TAX ADMINISTRATION FOR AREAS OF HIGH POINT LOCATED IN FORSYTH COUNTY (TAX ADMINISTRATION)

BE IT RESOLVED by the Board of Commissioners of Forsyth County that the attached interlocal agreement between Forsyth County, on behalf of its Tax Administration, and the City of High Point for the provision of property tax collection services for areas of High Point located in Forsyth County, is hereby ratified as required by N.C.G.S. 160A-461.

BE IT FURTHER RESOLVED that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the said agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2012-0398-00)

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the City of High Point is hereby spread upon the minutes of the Board of Commissioners of Forsyth County.

Adopted this the 25th day of June 2012.

ADOPTED

JUN 25 2012

Forsyth County Board of Commissioners

Department of Electric Utilities

Administration Division

NORTH CAROLINA'S INTERNATIONAL CITY™

April 30, 2012

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Bid number 71-041812

On April 18, 2012 the City of High Point opened bids for Concrete Vaults. We sent bids to three suppliers and received responses from all the companies

Shoaf Precast Inc. was the overall low bidder on all items.

The Electric Department recommends that Bid 71-041812, for Concrete Vaults, be awarded to **Shoaf Precast Inc.** for the amount of **$ 116,165.00**. They are the lowest responsible bidder and they supplied the most responsive bid that complied with the specifications. Funds are available in the current year's budget for this purchase.

cc: file
Patty Sykes
Jeff Moore
Josh Williams
Sherry Smith
Dereck Breedlove

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: May 7, 2012

BID NO.: 71-041812 CONTRACT NO.: DATE OPENED: 4-18-2012

DESCRIPTION:

CONCRETE ROAD VAULTS

PURPOSE:

TO USE ON MONTLIEU AV AND LINDSAY ST PROJECTS

COMMENTS:

I RECOMMEND THE BID BE AWARDED TO SHOAF PRECAST, INC IN LEXINGTON, NC. THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATION

RECOMMEND AWARD TO: SHOAF PRECAST AMOUNT: $ 116,165.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631001002605	40202	$ 56,500.00
631795	533505			$ 59,665.00
TOTAL BUDGETED AMOUNT				$ 116,165.00

DEPARTMENT HEAD: Sherry Smith
Digitally signed by Sherry Smith
DN: cn=Sherry Smith, o=City of High Point, ou=Electric Dept, email=sherry.smith@highpointnc.gov, c=US
Date: 2012.04.27 14:43:08 -04'00'
DATE: 4-27-2012

The Purchasing Division concurs with recommendation submitted by the **Electric Dept.** **and recommends award to the lowest responsible, responsive bidder** **Shoaf Precast** **in the amount of $** **116,165.00**.

PURCHASING MANAGER: DATE:

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: 2012.04.30 16:30:42 -04'00'
DATE: Apr 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: 2012.04.30 16:47:03 -04'00'
DATE: Apr 30, 2012

BIDDERS LIST & TABULATION

*** * AWARDED TO SHOAF PRECAST * ***

FORMAL BID #71–041812 – CONCRETE VAULTS FOR ELECTRIC DEPT.					
VENDOR NAME & ADDRESS	**LINE ITEM #**	**QTY.**	**UNIT PRICE (UOM=EA.)**	**TOTAL PRICE**	**DLVRY. A.R.O.**
ENSALES, INC. 140 EAST PARK DR. BEULAVILLE, NC 28518	**1 (10'x11.5'x6.5' Vault)**	**10**	**$8,486.50**	**$84,865.00**	**30 DAYS**
	2 (10'x11.5'x6.5' Vault)	**10**	**$8,486.50**	**$84,865.00**	
	3 (Curb Cover)	**2**	**$841.50**	**$1,683.00**	
	4 (Curb Collar)	**1**	**$731.50**	**$731.50**	
	5 (Vault Top)	**2**	**$1,182.50**	**$2,365.00**	
PARKING BUMPER CO. P.O. BOX 300 NEWTON GROVE, NC 28366	**1 (10'x11.5'x6.5' Vault)**	**10**	**$7,715.00**	**$77,150.00**	**4-6 WKS.**
	2 (10'x11.5'x6.5' Vault)	**10**	**$7,715.00**	**$77,150.00**	
	3 (Curb Cover)	**2**	**$765.00**	**$1,530.00**	
	4 (Curb Collar)	**1**	**$665.00**	**$665.00**	
	5 (Vault Top)	**2**	**$1,075.00**	**$2,150.00**	
SHOAF PRECAST, INC. 4130 W. US HWY 64 LEXINGTON, NC 27295	**1 (10'x11.5'x6.5' Vault)**	**10**	**$5,650.00**	**$56,500.00**	**30 DAYS**
	2 (10'x11.5'x6.5' Vault)	**10**	**$5,650.00**	**$56,500.00**	
	3 (Curb Cover)	**2**	**$585.00**	**$1,170.00**	
	4 (Curb Collar)	**1**	**$425.00**	**$425.00**	
	5 (Vault Top)	**2**	**$785.00**	**$1,570.00**	

**Bids emailed March 22nd, 2012.*

**Items to note:*

- *Line Items 1 and 2 are the same item. They were just bid on separate lines for account allocating purposes.*
- *Line items 3, 4 and 5 are to replace miscellaneous parts that have been used from our existing stock of road vaults. ~ per Sherry Smith*

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 30, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Staff authorized to execute valid "pre-audit certificate"

At a recent legal update on local government finance law, the following issue was highlighted that local governments have been remiss to not follow the full intent of one tenet of the Local Government Budget and Fiscal Control Act regarding those authorized to execute the "pre-audit certificate."

In practice and policy, the City of High Point Financial Services Department has used one of three key division managers in addition to the specifically named Financial Services Director to execute the preaudit certificate. However, our research has determined we are unable to find that City Council has specifically empowered these positions or individuals with this authority.

For purposes of compliance with the Local Budget and Fiscal Control Act, the following named positions and persons therein currently and subsequently, shall be considered "deputy finance officers" as defined in the statutes to execute a valid preaudit certificate for the purposes of encumbering valid obligations of the City of High Point:

Treasury Services Manager	Jackie Astrop
Accounting Manager	Kelly Latham
Financial Services Manager	Eric Olmedo

I request that City Council authorize the aforementioned positions and the individuals within those positions as "deputy finance officers" for purposes of executing the preaudit certificate and that said action shall be retroactively applied. This request is authorized in GS 159-28(a) and GS 159-28(d).

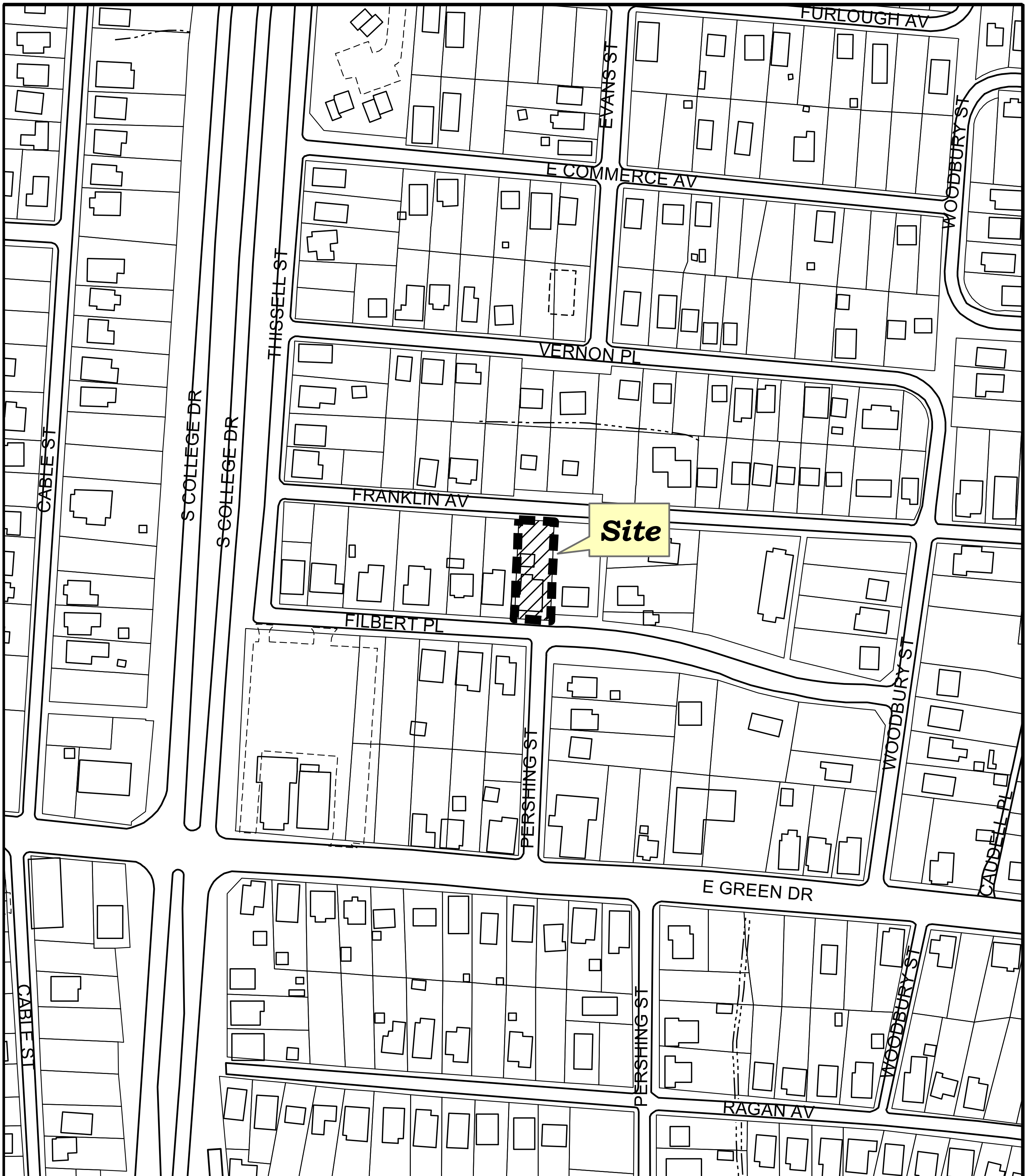
This action is a formality and does not change in practice what we have been doing for years. I will be available to answer any questions that may arise.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

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

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	1213 Filbert Place
OWNER:	Irene Palamanis
FIRST INSPECTION: 4-15-2011	Number of Violations: Major 5 Minor 17 1) large holes in roof covering and sheathing exposing the interior to rain 2) rear concrete porch and steps deteriorated and crumbled 3) missing heating system 4) numerous holes or cracks in the foundation wall 5) moisture damaged structural members in carport roof and ceiling * accessory structure/utility building is included in the demolition request
HEARING RESULTS: 5-9-2011	The owner did not appear for the hearing The hearing established, the following findings of fact. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since 2003. During the hearing, the following findings of fact were established. The house is currently uninhabitable due to the extensive structural damage. 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 $12,500. The repair estimate is $39,650.
ORDER(S) ISSUED: 5-9-2011	Order to Repair or Demolish with a compliance date of 8-9-2011
APPEALS:	No appeals to date
OWNER ACTIONS:	There have been no permits issued and repairs have not started.
EXTENSIONS:	None requested by owner
CURRENT STATUS:	Conditions still exist. 4-16-2012



1213 Filbert Place

Ordinance to Demolish

Location of subject property

Department of Planning and Development

City of High Point

Date: May 1, 2012

N

Scale: 1'=200'

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

1213 Filbert Place

1213 Filbert Place

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2012 AND PRIOR YEARS' TAXES

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

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2004 through 2012 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2004 through 2012 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

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

Taxes on classified Motor Vehicles for 2008 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2006 and prior years.

WITNESS my hand and official seal, this the 15th day of July, 2013.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

City of High Point North Carolina

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF
2013 TAXES

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

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2013 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2013 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

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

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

WITNESS my hand and official seal, this the 15th day of July, 2013.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

City of High Point North Carolina

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 30, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Recommendation for City-wide concrete supply contracts

Please place the following item for City Council's consideration at their May 7, 2012, Council meeting:

The Purchasing Division took bids for the City's annual estimated supply needs for the FY 2012-2013 for concrete usage. Departments that use the annual supply contract most include Streets, Transportation, Engineering Services, Water and Sewer, and Parks & Recreation, as well as other departments.

The attached recommendation provides set pricing for the type of concrete needed under a variety of uses. Each department can contact the vendor to place their order depending on their need and location. The contracts have been arranged to provide the City an option to renew for two additional annual periods.

Compared to last year's contract pricing, the new contract prices average slightly less than a 2% increase.

The Purchasing Division's recommendation is that City Council award the annual concrete supply contracts jointly to Chandler Concrete and Hartley Ready Mix. The low bidder and vendor of preference is Chandler Concrete. Due to occasional conflicts with specific availability or delivery requirements, we also recommend a back up award to Hartley Ready Mix.

The estimated value of the contract awards is $94,775.00. Funding for the contracts is provided in the City's various annual operating budgets.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Purchasing

COUNCIL AGENDA DATE: May 7, 2012

BID NO.: 70-071812 CONTRACT NO.: DATE OPENED: Apr 18, 2012

DESCRIPTION:

Concrete, City-Wide

PURPOSE:

To establish a contractor or contractors to supply concrete to all City Departments on an as-needed basis. This is a one-year contract beginning July 1, 2012 and ending June 30, 2013 with the option to renew for two additional one-year periods.

COMMENTS:

Two bids were received:
Chandler Concrete is the low bidder, with Hartley Ready Mix in second. Estimated contract values based on historical usage

RECOMMEND AWARD TO: Chandler Concrete & Hartley Ready Mix AMOUNT: $94,775. & $95,300.

JUSTIFICATION:

It is recommended that a contract be awarded jointly to both vendors with the low bidder, Chandler Concrete, being the primary supplier and Hartley Ready Mix the back-up supplier in the event Chandler could not meet a delivery requirement.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
Various department				
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: 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: 2012.04.27 08:57:18 -04'00' DATE: Apr 23, 2012

The Purchasing Division concurs with recommendation submitted by the **Various Depts.** **and recommends award to the lowest responsible, responsive bidder** **Chandler & Hartley** **in the amount of $** **94,775.00**.

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: 2012.04.19 14:58:24 -04'00' DATE: Apr 23, 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: 2012.04.27 08:59:01 -04'00' DATE: Apr 27, 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: 2012.04.27 09:15:00 -04'00' DATE: Apr 27, 2012

Bid Tabulation
70-041812 Concrete City Wide

			Chandler Concrete P O Box 131 Burlington, NC 27216		Hartley Ready Mix 1040 Boulder Road Greensboro, NC 27409					
	Material	Qty	Each	Total	Each	Total	Each	Total	Each	Total
A	Class A W/28 Day 3000 PSI	700	$101.00	$70,700.00	$102.00	$71,400.00		$0.00		$0.00
B	Class A High - Early	100	$109.00	$10,900.00	$107.00	$10,700.00		$0.00		$0.00
C	Class B W/28 Day 2500 PSI	25	$96.00	$2,400.00	$99.50	$2,487.50		$0.00		$0.00
D	Class B High - Early	25	$104.00	$2,600.00	$104.50	$2,612.50		$0.00		$0.00
E	Flowable Backfill Mix	25	$88.00	$2,200.00	$88.00	$2,200.00		$0.00		$0.00
F	Class AA W/28 Day 4500 PSI	25	$106.00	$2,650.00	$109.50	$2,737.50		$0.00		$0.00
G	Class AA High Early	25	$114.00	$2,850.00	$114.50	$2,862.50		$0.00		$0.00
H	Add for Retarding Agent (Full Dose)	25	$2.00	$50.00	$0.00	$0.00		$0.00		$0.00
I	Add for Accelerating Agent 1%	25	$5.75	$143.75	$4.00	$100.00		$0.00		$0.00
J	Add for Accelerating Agent 2%	25	$11.25	$281.25	$8.00	$200.00		$0.00		$0.00
	GRAND TOTAL			$94,775.00		$95,300.00				
K	Small Load Delivery Charge	1	$50.00	$50.00	$75.00	$75.00		$0.00		$0.00

The City Council of the City of High Point, North Carolina held a regular meeting 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 May 7, 2012.

Present: Mayor Rebecca R. Smothers, presiding, and Council Members Latimer Alexander, James Corey, A.B. Henley, Britt Moore, Michael Pugh, Bernita Sims and Christopher Whitley

Absent: Council Member Foster Douglas

Also Present: Assistant City Manager, W. Patrick Pate, City Attorney, JoAnne Carlyle, Lisa B. Vierling, City Clerk and Jeffrey Moore, Financial Services Director

* * * * * *

Council Member Latimer Alexander introduced the following order the title of which was read and copies of which had been previously distributed to each Council Member:

ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED $36,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012A AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

BE IT ORDERED by the City Council of the City of High Point, North Carolina (the "City"):

Section 1. The City Council does hereby find and determine as follows:

(a) The City has heretofore entered into a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), with Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City's Combined Enterprise System created thereunder.

(b) Pursuant to the Trust Agreement and a First Supplemental Trust Agreement, dated as of November 1, 2004 ("First Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its $40,375,000 Combined Enterprise System Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), $35,200,000 of which are currently outstanding.

(c) Pursuant to the Trust Agreement and a Second Supplemental Trust Agreement, dated as of June 1, 2006 (the "Second Supplemental Trust Agreement), between the City and the Trustee, the City has heretofore issued its $31,380,000 Combined Enterprise System Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), $28,065,000 of which are currently outstanding.

(d) At a meeting held on April 2, 2012, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of not to exceed $54,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2012A (the "Series 2012A Bonds") of the City for the purpose of providing funds, together with other available funds, to (i) refund all or a portion of the outstanding Series 2004 Bonds and Series 2006 Bonds, (ii) fund any necessary debt service reserve fund for the Series 2012A Bonds and (iii) pay certain other costs and expenses incurred in connection with the issuance and sale of the Series 2012A Bonds.

(e) The City, by resolution, also requested the Commission to sell the Series 2012A Bonds at private sale without advertisement.

(f) The Commission has approved the application of the City for the issuance of the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 in accordance with G.S. 159-86.

(g) The City has determined to issue the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 for the purpose of providing funds, together with other available funds, to (i) refund a portion of the outstanding Series 2004 Bonds, (ii) fund any necessary debt service reserve fund for the Series 2012A Bonds and (iii) pay certain other costs and expenses incurred in connection with the sale and issuance of the Series 2012A Bonds

(h) The City proposes to sell the Series 2012A Bonds to Wells Fargo Bank, National Association and BB&T Capital Markets, a division of Scott & Stringfellow, LLC (collectively, the "Underwriters"), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City.

(i) There have been presented to the City Council at this meeting forms of the following documents relating to the sale and issuance of the Series 2012A Bonds:

(1) Fifth Supplemental Trust Agreement, to be dated as of June 1, 2012 (the "Fifth Supplemental Trust Agreement"), between the City and the Trustee;

(2) Escrow Deposit Agreement, to be dated as of June 1, 2012 (the "Escrow Agreement"), between the City and U.S. Bank National Association, as escrow agent;

(3) Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Underwriters, the Commission and the City; and

(4) Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Series 2012A Bonds; and

(j) The City has determined that the issuance and sale of the Series 2012A Bonds in the manner provided in this order is in the best interests of the City.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Fifth Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), particularly G.S. 159-88, the City hereby authorizes the issuance of the Series 2012A Bonds in an aggregate principal amount not to exceed $36,000,000 for the purposes set forth in Section 1(g) of this order. The exact amount of Series 2012A Bonds to be issued shall be determined by the Financial Services Director of the City at the time the Series 2012A Bonds are sold and shall be an amount sufficient, together with other available funds of the City, to (a) refund a portion of the outstanding Series 2004 Bonds, (b) fund any necessary debt service reserve fund for the Series 2012A Bonds and (c) pay certain other costs and expenses incurred in connection with the sale and issuance of the Series 2012A Bonds. The Series 2012A Bonds shall mature at such times and in such amounts as shall be set forth in the Fifth Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2012A Bonds shall be issued as fully registered bonds in denominations of $5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of the Series 2012A Bonds as set forth in the Fifth Supplemental Trust Agreement. Interest on the Series 2012A Bonds shall be payable on May 1 and November 1 of each year, beginning November 1, 2012, until the payment in full of the principal thereof. The final maturity of the Series 2012A Bonds shall not be later than December 31, 2031.

Section 4. The Series 2012A Bonds may be subject to redemption prior to their respective maturities if and to the extent so provided in the Fifth Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2012A Bonds shall be applied as provided in Section 204 of the Fifth Supplemental Trust Agreement.

Section 6. The Series 2012A Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Fifth Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the Series 2012A Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the Series 2012A Bonds and such interest rates not to result in an aggregate effective interest cost in excess of 4.31%, is hereby approved. The Commission is hereby requested to sell and award the Series 2012A Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the Series 2012A Bonds to the Underwriters at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such changes, additions and deletions as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The form, terms and provisions of the Fifth Supplemental Trust Agreement and the Escrow Agreement are hereby approved, and the Mayor or the City Manager and the City Clerk or any assistant or deputy City Clerk are hereby authorized and directed to execute the Fifth Supplemental Trust Agreement and the Escrow Agreement in substantially the forms presented, together with such changes, additions and deletions as the Mayor or the City Manager, with the advice of counsel, may deem necessary and appropriate, including, without limitation, changes, additions and deletions necessary to incorporate the final terms of the Series 2012A Bonds as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

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 a portion of the Series 2004 Bonds, subject to the right of the City to appoint another Escrow Agent as provided in the Escrow Agreement, and as such shall perform its responsibilities as provided in the Escrow Agreement.

The City Manager and the Financial Services Director are each hereby authorized to determine on the date of sale of the Series 2012A Bonds whether it is in the best economic interests of the City to refund or not to refund all or any portion of the outstanding Series 2004 Bonds and which maturities of the outstanding Series 2004 Bonds are to be so refunded, so long as such refunding will result in net present value debt service savings that equals or exceeds 3.00% of the Series 2012A Bonds.

The City Council hereby directs that the Series 2004 Bonds refunded by the Series 2012A Bonds be called for optional redemption on November 1, 2014, in the manner set forth in the Escrow Agreement.

Section 10. The Preliminary Official Statement relating to the offering for sale of the Series 2012A Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the Series 2012A Bonds by the Underwriters in hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2012A Bonds.

The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to execute and deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes, additions and deletions as such officer, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 11. The Mayor, the City Manager, the Financial Services Director, the City Clerk and the City Attorney, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Fifth Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement. Any such actions heretofore taken by such persons to the extent not inconsistent with the provisions of this resolution are hereby ratified, authorized and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2012A Bonds, the Trust Agreement, the Fifth Supplemental Trust Agreement, the Escrow Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 12. The issuance and sale of the Series 2012A Bonds are hereby approved subject to the terms and conditions set forth in this order.

Section 13. This order shall take effect immediately upon its passage.

Upon motion of Council Member Latimer Alexander, seconded by Council Member Bernita Sims, the foregoing order entitled "ORDER AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED $36,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2012A AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was passed by the following vote:

Ayes: Mayor Rebecca R. Smothers, and Council Members Latimer Alexander, James Corey, A.B. Henley, Britt Moore, Michael Pugh, Bernita Sims and Christopher Whitley

Noes: None

* * * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on May 7, 2012, as relates in any way to the adoption of the foregoing order authorizing the issuance, sale and delivery of revenue bonds of said City and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 7th day of May, 2012.

City Clerk

[SEAL]

WCSR 7238402v1

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 30, 2012

MEMO TO: Strib Boynton, City Manager
Members of City Council

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

SUBJECT: Required City Council actions for 2/3 Bonds

Please include the following actions by City Council for their May 7, 2012, Council meeting. The City's bond attorney has prepared the attached form of proceedings for the public hearing on the 2/3 bonds based on the authorization Council provided at our last meeting.

1. City Council is scheduled to conduct a public hearing on May 7, 2012 at 5:30pm as required by state law on the issuance of the referenced 2/3 bonds.
2. Following the public hearing, City Council is requested to approve the bond order authorizing $5,785,000 Downtown Improvemment Bonds as presented at its April 16, 2012, meeting.

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

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

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

The City Council of the City of High Point, North Carolina held a regular meeting 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 May 7, 2012.

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

____

Absent: Council Members ____

____

Also Present: ____

____

* * * * * *

At 5:30 p.m. the Mayor announced that this was the hour and day fixed by the City Council for the public hearing upon the bond order entitled “ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS” and that the City Council would immediately hear anyone who might wish to be heard on the questions of the validity of said bond order or the advisability of issuing said bonds.

A list of all persons making comments and a summary of such comments are attached as Exhibit A.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the City Council.

Thereupon, upon motion of Council Member _______________, seconded by Council Member ________________, the order introduced and passed on first reading on April 16, 2012, entitled “ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS” was read a second time and placed upon its final passage. The vote upon the final passage of said order was:

Ayes: ____

____

Noes: ____

____

________________ then announced that the order entitled “ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS” had been adopted.

The City Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in the High Point Enterprise.

* * * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, 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 May 7, 2012, as relates in any way to the holding of a public hearing on a bond order authorizing general obligation bonds of said City and the adoption of said bond order.

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 7th day of May, 2012.

____
City Clerk

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

TO THE PUBLISHER OF THE HIGH POINT ENTERPRISE:

Please publish the following once in the High Point Enterprise on Friday, May 11, 2012:

ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS

BE IT ORDERED by the City Council of the City of High Point, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the City of High Point, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue downtown improvement bonds in an aggregate principal amount not exceeding $5,785,000 for the purpose of providing funds, together with any other available funds, for acquiring, constructing and equipping various improvements to said City's downtown area, including, without limitation, streets and streetscape improvements, the conversion of overhead electric lines to underground lines, the installation of street lighting, benches, trees, pedestrian islands and other related improvements and the acquisition of any necessary land and rights of way

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said City at a referendum as provided in said Act.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said City has been reduced in the preceding fiscal year.

The foregoing order was adopted on the 7th day of May, 2012, and is hereby published this 11th day of May, 2012. Any action or proceeding questioning the validity of the order must be begun within 30 days after the date of publication of this notice.

Lisa B. Vierling, CMC
City Clerk
City of High Point, North Carolina

The City Council of the City of High Point, North Carolina held a regular meeting 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 May 7, 2012.

Present: Mayor Rebecca R. Smothers, presiding, and Council Members Latimer Alexander, James Corey, Britt Moore, Michael Pugh, Bernita Sims and Christopher Whitley

Absent: Council Member Foster Douglas and A.B. Henley

Also Present: Assistant City Manager, W. Patrick Pate, City Attorney, JoAnne Carlyle, Lisa B. Vierling, City Clerk and Jeffrey Moore, Financial Services Director

* * * * * *

At 5:30 p.m. the Mayor announced that this was the hour and day fixed by the City Council for the public hearing upon the bond order entitled "ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS" and that the City Council would immediately hear anyone who might wish to be heard on the questions of the validity of said bond order or the advisability of issuing said bonds.

A list of all persons making comments and a summary of such comments are attached as Exhibit A.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the City Council.

Thereupon, upon motion of Council Member Latimer Alexander, seconded by Council Member Bernita Sims, the order introduced and passed on first reading on April 16, 2012, entitled "ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS" was read a second time and placed upon its final passage. The vote upon the final passage of said order was:

Ayes: Mayor Rebecca R. Smothers, and Council Members Latimer Alexander, James Corey, A.B. Henley, Britt Moore, Michael Pugh, Bernita Sims and Christopher Whitley

Noes: None

Council Member Latimer Alexander then announced that the order entitled "ORDER AUTHORIZING $5,785,000 DOWNTOWN IMPROVEMENT BONDS" had been adopted.

The City Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in the High Point Enterprise.

* * * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, 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 May 7, 2012, as relates in any way to the holding of a public hearing on a bond order authorizing general obligation bonds of said City and the adoption of said bond order.

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 7th day of May, 2012.

Lisa B. Vierling

City Clerk

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

None

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 20, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Recommendation for Sole Source Authorization

Please place the following item for City Council's consideration at their May 7, 2012, Council meeting:

The ability to have versatile and reliable electronic control devices for our Police officers is a necessity in today's public safety and corresponding legal environment. The Police Department has determined that it is time to replace and upgrade the arsenal of Tasers now utilized. Their evaluation wholeheartedly supports their continued use of the Taser branded equipment as superior over other potential competitors. A copy of the Police Department's justification of the recommendation is attached, and in my opinion seems to be a justified sole source based on the continued unique qualifications and performance of the product.

In order to complete the purchase, the following actions are requested from City Council to authorize the exception to the bid laws and approve the purchase of the Taser X2 equipment from Taser International (through Lawmen's Suppliers of Law Enforcement Supplies.)

1. City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment by the Police Department.

State statute (G.S. 143.129(e)(6)) requires City Council to specifically authorize "qualified sole source" exceptions to the bid laws prior to awarding the contract. Based on the letter of justification, the Police Department appears to have met the standard for "standardization considerations" as a qualified exemption. Representatives of the Police Department will be present to answer any questions which may arise.

2. City Council is requested to approve the acquisition of the equipment and related services from Lawmen's Suppliers of Law Enforcement Supplies. The required funds of $165,983.54 for the purchase are budgeted in the Special Grant's Fund (Federal Forfeitures).

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

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

4/20/2012

Chief Marty Sumner

Request to Purchase Taser X2 from Sole Source

Submitted To | Finance Director Jeff Moore

April 20, 2012

TO: Jeff Moore, Finance Director

FROM: Marty A. Sumner, Chief of Police

SUBJECT: SOLE SOURCE JUSTIFICATION FOR TASER PURCHASE

I submitted requisition number 7014 to purchase 117 model X2 Tasers from Lawmen's Suppliers of Law Enforcement Supplies. Taser is the sole source manufacturer of the X2 Taser and Lawmen's is the North Carolina sales representative for Taser International. In 2008 we chose Taser International as the sole source of our currently issued X26 Taser and issued 90 Tasers to officers. We did not issue all the first responding officers who wanted to carry a Taser one at that time. I tasked Major Shultz with gathering an order to complete the issue of Tasers to officers and review our current model before we purchased any more. Major Shultz's recommendation is to purchase an additional 27 model X2 Tasers and trade in the 90 Tasers currently issued for the model X2. I approved option 4 of his attached proposal.

I have federal equitable sharing forfeited funds to pay for the entire $165,983.54 order.

Our sole source justification for this purchase of that particular model and from Taser International is as follows:

- Taser is a quality product which we have found reliable over the past four years
- Our instructors are already trained as Taser instructors and have been certified on the X2 model, the X2 could be immediately deployed with a brief retraining session
- Our current model of Taser the X26 is four years old, that model has a recommended service life of five years, I would need to begin replacing them next year
- The quote from Lawmen's includes a $250 trade in for our current model totaling $22,500, if we purchased another manufacture's device we would not be able to trade these in
- While Taser International, Inc. has been named in a number of product liability lawsuits arising from law enforcement use of the Taser ECD, Taser International has been successful in getting dismissals, summary judgment or favorable jury verdicts in 51 lawsuits to date
- The new X2 is safer because it now comes with a 5 second maximum reset which was not available on the model we carry. This limits the duration of the Neuromuscular Incapacitation (NMI). Best practices now state to limit the number of NMIs and the duration of each NMI for a lower risk of injury.

Attachments:

DATE: April 4, 2012

TO: Chief Marty A. Sumner
High Point Police Department

FROM: Major Kenneth J. Shultz
Assistant Chief, Field Operations South

SUBJECT: EXECUTIVE REPORT ON TASER PURCHASE OPTIONS

On March 16th 2012, I requested that Commanders conduct a survey and compile a listing of anyone currently without, who wanted to be issued a Taser. They were given until March 30th 2012 to provide me with the information. The results of the survey found that 27 officers requested that a Taser be assigned to them.

Out of the 27 officers, 1 is a Captain, 9 are Lieutenants, 10 are Detectives and 7 are Patrol Officers.

Upon review of Taser products, there are two choices for Taser purchases. One is the Taser X26 which is the same model that we currently have issued and the second is the Taser X2. The X2 is the improved function Taser that holds two separate cartridges and allows for two separate engagements before needing to change cartridges. The Taser International web site lists the following improvements and comparisons.

Taser Model X2

HIGH PERFORMANCE

- Dual LASERs improve accuracy and help take the guesswork out of aiming
- Improved power magazine provides for up to 500 firings
- IPX2 rated weatherproofing to better resist rain and humidity
- Self diagnostics tells you if the device is healthy or has a problem

MORE EFFECTIVE

- Back up shot capability for multiple targets or miss recovery with x-connect technology
- Warning Arc while loaded prevents conflict from escalating
- Current Metering measures and accurately delivers the precise amount of current to maximize both safety and effectiveness

Feature Function	X26	X2	X3
Backup Shot		✔	✔
Compact Size	✔	✔	
Extended Battery Life		✔	✔
Dual LASERs		✔	✔
Warning Arc		✔	✔
X-Connect		✔	✔
Self-Diagnostics		✔	✔
Water Resistant		✔	✔
Current Metering		✔	✔
TASER® CAM™	✔	✔	
Static Resistant Cartridges		✔	✔
Audible Warning (APPM)		✔	
Internet Updateable		✔	✔
Range Adjusted LASERs			✔
Rotational Pulse		✔	✔
Trilogy Logs		✔	✔
Flashlight	✔	✔	✔
Focused Beam Flashlight			✔
Ambidextrous Safety Switch	✔	✔	✔
Cam Lock Safety			✔
Full Color CID			✔
Advanced CID		✔	✔

	X26	X2	X3
Physical Sights	✔	✔	✔
Stealth Mode	✔	✔	✔
Rail Mount	✔	✔	✔
Serial Numbered	✔	✔	✔
Evidence.com Enabled	✔	✔	✔
Independent Fire Control		✔	✔
Power Off Safety		✔	✔
Multi-Language			✔
Connection Indicator			✔
LASER Configuration	✔	✔	✔
Sleep Mode	✔	✔	✔
Battery Indication	✔	✔	✔
CID System Info		✔	✔
Training Mode			✔
Semi-Mode	✔	✔	✔
Manual Mode			✔
Download Kit Available	✔	✔	✔

The X2 appears to be better technology, however it is more expensive. As the purchase decisions are made, we should also evaluate the expected use of these Tasers (kept in a car by detectives and carried by supervisors) and determine if our needs would be better served by deploying the more advanced Taser to active patrol officers.

Another factor that should be evaluated during this review is that Taser International now lists the average expected life of the X26 model as being five years. We currently have 90 Taser X26s issued and the majority of them are approaching the five year deployment period. I have found no documentation that requires or suggests removing the Tasers at the five year period; however reliability and repair expense may begin to be an impacting issue.

Lawman's is the only authorized Taser representative for our area. I contacted them and checked on pricing. The package price for the X2 (as noted below) is $1,467.69 each. For 27 Tasers, that comes to $39,627.63.

In regard to trade in options, we can get $250.00 back on any trade-ins of our current Taser model X26s. Lawmen's can keep that rate until July 30th 2012 as long as we submit a purchase order on some number of them in the next few weeks. After July, the trade-in value will drop down to a $210.00 per unit. The above noted trade-in value differs over the offer advertised by Taser which is copied below and was an agreement that Lawmen's was able to secure for us, giving us an extra 30 days in which to make the purchases.

PACKAGE CONTENTS:	**Offer Period**	**3/1 – 6/30**	**7/1 – 9/30**	**10/1 – 12/31**
X2 HANDLE (EITHER YELLOW OR BLACK) HOLSTER (CHOOSE 1 OF 3)	SAVE	$250	$210	$160
FOUR X2 SMART CARTRIDGES BATTERY (PPM OR TPPM) 4 YR EXTENDED WARRANTY **$1,467.69 VALUE**	PRICE TO AGENCY	$1,217.69	$1,257.69	$1,307.69

In contrast to the X2, we can currently purchase the Model X26 for $844.95 each, plus the cost of the cartridges. Cartridges are approximately $25.00 each and would allow us to purchase everything needed for approximately $944.95 per Taser. 27 Taser model X26s would cost us approximately $25,513.65.

I suggest we look at our budget and determine which way we wish to proceed.

Option 1-Purchase 27 Model X2s and provide to those who requested them- $39,627.63.

Option 2-Purchase 27 Model X26s and provide to those who requested them-$25,513.65.

Option 3-Purchase 27 Model X2s and provide them to patrol officers and reassign the Model X26s to the detectives/supervisors.

Option 4-Trade in a determined number of our Model X26s and replace them with Model X2s. A trade-in of all 90 Tasers would cost us $109,592.10. This would be a savings of $22,500.00 as a result of the $250 trade-in option.

Trading in all 90 Model X26s and purchasing 27 new Taser Model X2s will be a total expense of $149,219.73.

There is also a choice of Black or Yellow in regards to the new Tasers.

http://www.taser.com/products/law-enforcement/taser-x2

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Kenneth J. Shultz
Assistant Chief-Field Operations South

ORIGINAL Taser Sole Source Justification – June 2008

The Training Unit at the High Point Police Department is currently familiar with two brands of Electronic Control Devices or "ECDs" which are utilized by Law Enforcement Officers as tools for controlling resisting individuals. Both devices discharge metallic probes that penetrate into a suspect's clothing or skin and through a set of trailing wires, conducts electricity into a resisting individual in order to interfere with muscle control so as to allow officers to subdue and handcuff the individual. The two companies that produce these devices are Taser International, Inc. out of Scottsdale Arizona who has been in business since 1993 and Stinger Systems out of Tampa Florida who has been in business since March 2000.

In completing research on these products, a recent report titled A Qualitative & Quantitative Analysis of Conducted Energy Devices: Taser X26 vs. Stinger S200 was located. The report was done by the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice, the Research, Development, and Evaluation Agency of the U.S. Department of Justice and was dated May 28, 2008. Throughout its 117 pages of documentation, Florida Gulf Coast University (the university that actually conducted the testing for the NIJ) noted the performance of the most popular brand of Taser and Stinger ECDs in a side by side comparison. The most notable issues covered during the testing included evaluations of the following areas:

Performance Documentation during the testing showed that the Taser product seemed to perform more consistently as expected than the Stinger product did. Issues with the probes bouncing off, not penetrating the target and actually breaking off into the target during testing were commonly encountered by Stinger.

Reliability Testing documents drastically fewer malfunctions or problems with Taser than it did with Stinger. It appears they actually had to get several Stinger replacements before they could continue with the testing.

Accuracy Both ECDs performed similar in accuracy at less than 20 feet distance from the target. Stinger maintained a slightly tighter grouping of the two probes while Taser had a slightly larger spread. During testing at 20 feet or greater, the documented results showed that Taser's spread resulted in several documented incidents where only one probe made contact. (Taser maintained that this was caused by the design of the target which did not depict a realistic stance and thus lacked appropriate surface area.) This was the only area that Stinger "outperformed" Taser.

Durability Testing documentation showed the Taser to be much more rugged than the Stinger through several test (after being dropped).

Training Program Described Taser as being a very advanced program that encompassed use of force and deployment related issues commonly encountered by officers as well as conducted practical application, actual exposure of the product to the officers and a written test.

Described Stinger as lacking in content, not addressing law enforcement applications, having many discrepancies that the students were told to overlook or disregard and did not require a written test.

Other A final area noted during the report concerned the deployment techniques of each device. Taser utilizes compressed nitrogen to actuate the weapon and fire the probes while Stinger uses black powder to do so. By the Bureau of Alcohol Tobacco and Firearms' definition, this appears to result in Stingers being classified as firearms. This complicates many issues of training and use that Tasers approach does not.

Summary

Taser has been producing ECDs for a lot longer than Stinger. Their marketing, research and development appear to be much more advanced than that of the relatively newer Stinger Systems. Of interest, included in the 117 page report is a letter response from Stinger stating that the actual Stinger system that was used in the study was only a prototype and that it has now been replaced with a much improved unit. They protested the filing of the report and said it would cause unfair bias against Stinger. This in itself brings concern in that their newest replacement product is now untested by outside sources and reliability, performance and all the other areas discussed in the NIJ report are once again un-tested.

Taser products are generally considered the "industry norm" based on their almost exclusive deployment by the law enforcement community nationwide (Florida Gulf Coast University had to resort to using criminal justice students after initially wanting to use law enforcement officers for the testing, but then realizing that the vast majority of the officers in the southeast carried Tasers and they feared there would be an unfair bias towards Tasers). Additionally, Taser has much more experience during the litigation process that traditionally results with the deployment of such newer technology. Their track record on service, experience and usability currently greatly outweighs that of Stinger. It is possible that with time, this trend may reverse, but right now, there appears to be no comparison and no question that Taser is the better product. As such, we highly endorse Taser as being the only ECD option which will perform to our standards.

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Captain Kenneth J. Shultz

High Point Police Department

TASER

Protect Life

17800 N. 85th St. * Scottsdale, Arizona * 85255 * 1-480-991-0797 * Fax 1-480-991-0791 * www.taser.com

April 20, 2012

SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER brand products:

- Electronic control devices (ECDs):
    1. TASER X2™ Models: 22002, and 22003.
    2. TASER X3® Models: 33209, and 33210.
    3. TASER X26™ Models: 26511, 26523, 26517, 26011, 26014, 26026, 26023, 26020, 26017, 26311, 26314, 26326, 26323, 26320, 26317, 26512, 26524, 26518, 26012, 26015, 26027, 26024, 26021, 26018, 26312, 26315, 26327, 26324, 26321, 26318, 26029, 26049, 26082, 26083, 26088, 26089, 26092, 26097, 26095, 26096, 26093, 26094, 26084, 26085, 26086, and 26087.
    4. TASER X3W™ Models: 33228, and 33229.

- Optional Extended Warranties for ECDs:
    1. X2 ECD - 4-year extended warranty, item number 22014.
    2. X26 ECD - 1-year extended warranty, item number 26730.
    3. X26 ECD - 4-year extended warranty, item number 26744.
    4. X3 ECD - 1-year extended warranty, item number 33500.
    5. X3 ECD - 3-year extended warranty, item number 33501.
    6. X3W ECD - 1-year extended warranty, item number 33503
    7. X3W ECD - 2-year extended warranty, item number 33502

- TASER ECD cartridges compatible with the X26, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):

    1. 15-foot Model 34200.
    2. 21-foot Model 44200.
    3. 21-foot non-conductive Model 44205.
    4. 25-foot Model 44203.
    5. 35-foot Model 44206.

- TASER Smart cartridges compatible with the X2, X3, and X3W ECDs (required for these ECDs to function in the probe deployment mode):
    1. 15-foot Model 22150.

2. 25-foot Model 22151.
3. 35-foot Model 22152.
4. Inert Simulator 25-foot Model 22155.
5. 25-foot non-conductive Model 22157.

- TASER CAM™ recorder, Model 26750 (full video and audio) and 26753 (full video and **NO** audio).
    1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.

- TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.
    1. TASER CAM HD replacement battery, Model 26764.
    2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
    3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.

- Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.

- Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.

- Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203

- TASER eXtended Range Electronic Projectile (XREP®), Models 50002 and 50005. TASER International's XREP rounds may be fired by the TASER X12™ Less Lethal Shotgun (LLS) by Mossberg, manufactured by Mossberg®, TASER Model 50024.

- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.

- TASER AXON™ system:
    1. AXON Tactical Computer (ATC) Model 70000.
    2. AXON Com Hub user interface Model 70001 (regular length cable) and 70002 (long cable).
    3. AXON HeadCam headgear Model 70010.
    4. AXON Headband Model 70011.
    5. AXON Ballcap Mount Model 70944.
    6. AXON Collar Mount Model 70022.
    7. AXON Bat Holster Model 70900.
    8. AXON Radio Integration Cable 3.5 MM Motorola Model 70918.
    9. AXON Training Model 85014.
    10. AXON Kit Model 70941 (Includes 70000, 70001, 70010, and 70011).

11. SYNAPSE™ Evidence Transfer Manager (ETM) Models 70926, 70927, 70928, 70936 and 70929.
12. EVIDENCE.com™ services 1-year subscription license Model 85018.

- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

AUTHORIZED TASER DISTRIBUTOR FOR NORTH CAROLINA	**SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS**
Lawmen's Safety Supply Inc. 3319 Anvil Drive Raleigh, NC. 27603 1-919-779-6141 Phone 1-919-662-1573 Fax	**TASER International, Inc. 17800 N. 85th Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791**

Please contact us at 1-800-978-2737 with any questions.

Sincerely,

Jim Halsted

Vice President, LE Sales

TASER International, Inc.

Lawmen's
Suppliers of Law Enforcement Supplies

REMIT TO:

3319 Anvil Place Raleigh, NC 27603 Ph: 919.779.6141	3440 St. Vardell Ln. Ste H Charlotte, NC 28217 Ph: 704.494.7575	3315 Broad River Rd. Ste 120 Columbia, SC 29210 Ph: 803.798.2253

SALES QUOTE

SQ-152659	4/17/2012

Customer	Contact	Ship To
CITY OF HIGH POINT ATTN: ACCOUNTS PAYABLE FINANCE DEPARTMENT PO BOX 230 HIGH POINT NC 27261 Tel: (336)883-3495 Fax: (336)883-8572		HIGH POINT POLICE DEPT KENNETH SHULTZ 1009 LEONARD AVE HIGH POINT NC 27260

Account	Terms	Due Date	Account Rep	Schedule Date	
HIGHPO	NET 15	5/2/2012	ANNA DINWIDDIE	4/17/2012	
Quotation	**PO #**	**Reference**	**Ship VIA**	**Page**	**Printed**
SQ-152659				1	4/17/2012 11:23:04AM

L	Item / Model / Brand Description	Qty		Price UM	Discount %	Amount
1	TAS-MI TASER X2 BLACK ECD WITH POWER MAGAZINE	117		$999.95 EA	$0.00	$116,994.15
2	TAS-MI ADDITIONAL COST FOR UPGRADING FROM STANDARD PPM TO APPM	117		$10.00 EA	$0.00	$1,170.00
3	TAS22501 / TAS22501 X2 HOLSTER RH BLACKHAWK (PLEASE SPECIFY RIGHT OR LEFT HANDED WHEN ORDERING)	117		$59.95 EA	$0.00	$7,014.15
4	TAS22151 / 796430221510 25' LIVE SMART CARTRIDGE FOR X2 & X3	259		$28.95 EA	$0.00	$7,498.05
5	TAS22014 WARRANTY, X2 4-YEAR EXTENDED	117		$299.99 EA	$0.00	$35,098.83
6	TAS22157 / TAS22157 25' TRAINING NON-CONDUCTIVE CART X2 & X3	234		$27.95 EA	$0.00	$6,540.30
7	TAS22013 / 796430220131 X2 DATAPORT DOWNLOAD KIT	2		$159.95 EA	$0.00	$319.90

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.

**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.

**FREIGHT WILL BE ADDED TO ALL INVOICES.

**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.

**QUOTE IS GOOD FOR 30 DAYS.

Page 1	
Sub Total	$174,635.38

REMIT TO:

Lawmen's

Suppliers of Law Enforcement Supplies

3319 Anvil Place Raleigh, NC 27603 Ph: 919.779.6141	3440 St. Vardell Ln. Ste H Charlotte, NC 28217 Ph: 704.494.7575	3315 Broad River Rd. Ste 120 Columbia, SC 29210 Ph: 803.798.2253

SALES QUOTE

SQ-152659	4/17/2012

Customer	Contact	Ship To
CITY OF HIGH POINT ATTN: ACCOUNTS PAYABLE FINANCE DEPARTMENT PO BOX 230 HIGH POINT NC 27261 Tel: (336)883-3495 Fax: (336)883-8572		HIGH POINT POLICE DEPT KENNETH SHULTZ 1009 LEONARD AVE HIGH POINT NC 27260

Account	Terms	Due Date	Account Rep	Schedule Date
HIGHPO	NET 15	5/2/2012	ANNA DINWIDDIE	4/17/2012

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-152659				2	4/17/2012 11:23:04AM

L	Item / Model / Brand Description	Qty		Price UM	Discount %	Amount
8	TRADEINRAL CREDIT FOR TRADE-IN OF TASERS X26 - MUST BE RECEIVED BEFORE 6/30/12	90		$-250.00 EA	$0.00	$-22,500.00
9	SH SHIPPING/HANDLING	1		$1,930.00 EA	$0.00	$1,930.00

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.

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**QUOTE IS GOOD FOR 30 DAYS.

Tax Details

EXEMPT $0.000
NCCTY675 $11918.163

Taxable	$176,565.38
Total Tax	$11,918.16
Exempt	-$22,500.00
Total	$165,983.54
Balance	$165,983.54

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-01
May 7, 2012

Request	
Applicant: Carolina Income Properties VI, LLC Mannington Mills, Inc.	**Proposal:** To install a 4-inch conduit for data communications between 201 N. Pendleton Street and 206 N. Pendleton Street.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
N. Pendleton Street	Local	60 ft. R/W and 40-foot curb & gutter

Analysis

The applicants are requesting to install a 4-inch conduit 10 feet below the existing grade of N. Pendleton Street. The conduit will contain communication lines for communication between 201 and 206 N. Pendleton Street. Polo Ralph Lauren shall maintain the conduit and associated communication lines. The company shall also be responsible for any damage caused during installation or maintenance of said conduit and communications lines.

The installation of this conduit must avoid the typical utilities found with a public right-of-way (water, sewer, natural gas, and electric). In addition, there is a 36-inch raw water line (shown as a blue line on the aerial image) serving the nearby water treatment plant. Additional precautions to protect the raw waterline are necessary. Utility representatives for the City shall be present during the excavation/boring process to install the conduit.

Findings

The Technical Review Committee (TRC) supported the proposal to install the 4-inch conduit at their April 18, 2012 meeting. The conditions outlined in the encroachment petition, including a closely monitored installation process and full responsibility for any damage to the public utilities being the burden of Polo Ralph Lauren, sufficiently addressed the concerns of the TRC.

Recommendation

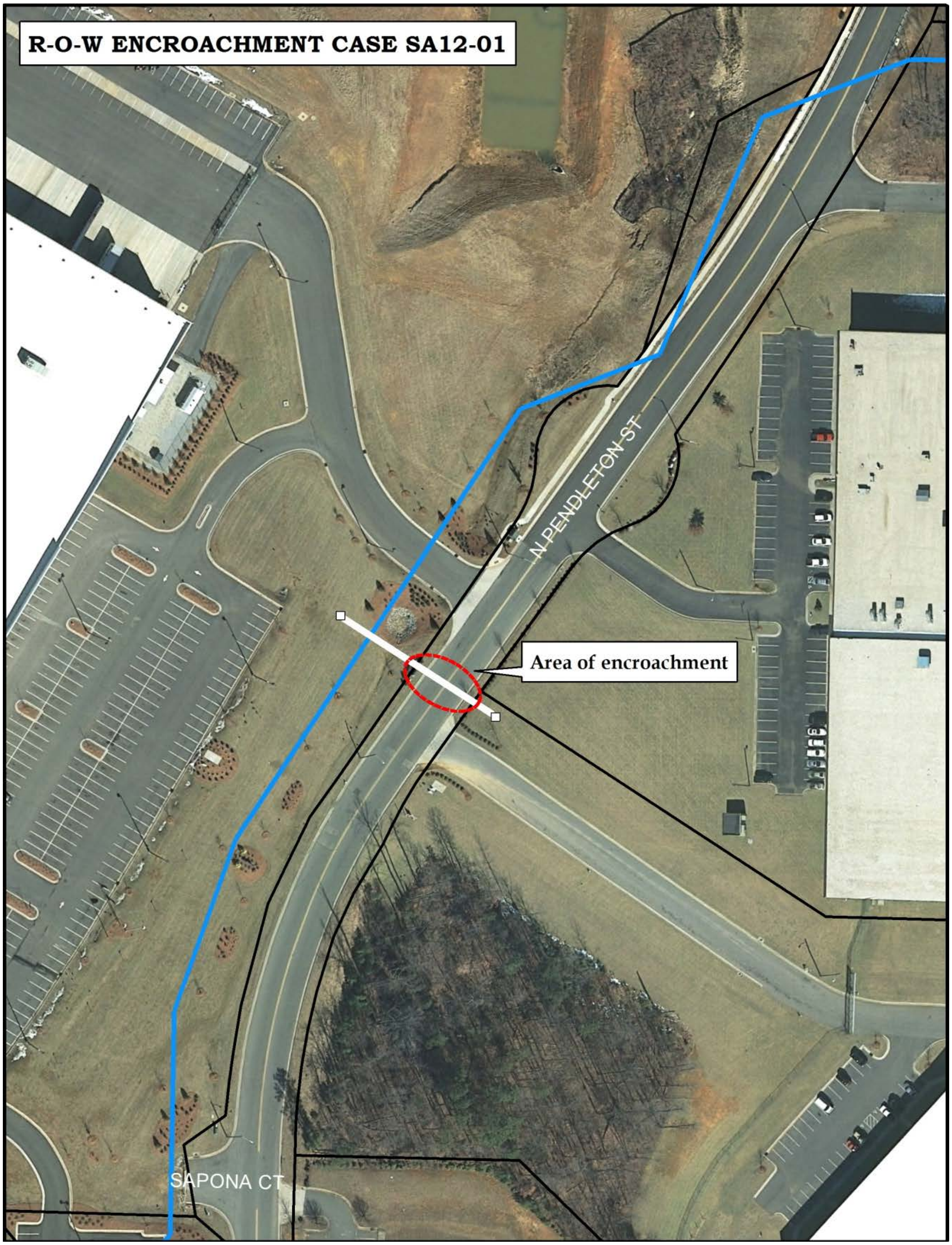
The Planning and Development Department recommends approval of the requested right-of-way encroachment based on the above findings.

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.

East side N. Pendleton looking north over delivery entrance to Mannington Mills.


Looking west across N. Pendleton St. towards Ralph Lauren Corp.



2010 Aerial showing encroachment area. Blue line is the 36-inch raw water line.

2012 JUSTICE ASSISTANCE GRANT

"JAG"

2012 Award to Three Jurisdictions $245,582.00

JAG grant awards are direct to local jurisdictions. They are formula-based, non-competitive; there is no match. High Point is again the lead administrative agency for these grant funds.

The Sherriff's Office is certified at 20% disparity by the NC Attorney General's office, which means Greensboro and High Point each must give 20% of their award to GCSO. Reasoning is that while the county's crime numbers are not as high as the cities', the Sheriff is responsible to house prisoners arrested from all three jurisdictions, not only those arrested by deputies.

PROPOSED SPENDING OF 2012 JUSTICE ASSISTANCE FUNDS

Guilford County Sheriff's Department will use the 2012 JAG Funds ($62,331.60) to purchase a Support Services Vehicle to be used for a variety of uses and will be fully outfitted with necessary law enforcement accessories. The vehicle will be suitable for patrol use, undercover operations, administrative functions, etc. The vehicle will enable the Guilford County Sheriff's Office to continue to ensure exemplary law enforcement response in Guilford County.

Greensboro Police Department will use 2012 JAG Funds ($135,012.80) to renovate the recently acquired Federal building. When renovations are completed the building will be used as the headquarters for the Greensboro Police Department. The Federal building renovations will allow much needed space for the Greensboro Police Department.

The High Point Police Department will use 2012 JAG Funds ($48,237.60) to purchase 10 in car cameras. The in-car cameras are a technological tool which enhances not only officer safety, but is a tool that produces indisputable evidence in arrest situations.