

City of High Point

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

Meeting Agenda

Monday, April 4, 2011

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
Latimer B. Alexander, IV, Mayor Pro Tem
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

110050**Contract - Bid No. 24 - Steel Transmission Poles for Johnson Street**

Consideration of award of contract for Bid No. 24 for the purchase of Steel Transmission Poles for the Johnson Street project. Purchasing and the Electric Department recommends that contract be awarded to TransAmerican Power Products in the amount of \$373,942.00 which is the lowest responsible and responsive bidder meeting specifications.

110051**Sole Source Recommendation - ICOP - A Safety Vision Company - Equipment for the HPPD**

City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment for the Police Department from ICOP - A Safety Vision Company and approve the acquisition of the equipment and related services from said company in the amount of \$29,999.94.

110052**Budget Ordinance Amendment - Material Recovery Facility Operating Budget**

Adoption of an ordinance amending the 2010-2011 Budget Ordinance to amend the Material Recovery Facility Operating Budget in the amount of \$325,000.00.

110055**Contract - Bid No. 26 - PVC Swimming Pool Liner at City Lake Pool**

Consideration of award of contract for Bid No. 29 for the Installation of PVC Swimming Pool Liner at the City Lake Pool. Purchasing and Parks and Recreation recommends that contract be awarded to Natara Corporation in the amount of \$121,300.00 which is the lowest responsive and responsible bidder meeting specifications.

110057**Budget Ordinance Amendment - Model Farm Road Bridge Replacement**

Adoption of an Capital Project Ordinance amending the 2010-2011 Budget Ordinance in the amount of \$1,096,000 for Model Farm Bridge Replacement Funds.

110056**NCDOT Municipal Agreement - Model Farm Bridge**

Consideration and approval of a North Carolina Department of Transportation Municipal Agreement for the preliminary engineering study and design for the replacement of the Model Farm Road bridge. This bridge will be replaced under the NCDOT Municipal Bridge Replacement Program.

Pending Items**110033****Contract - Auditing Services - Martin Starnes and Associates**

City Council is requested to authorize the Mayor to execute a formal contract for Fiscal Year End June 30, 2011 through June 30, 2014 for financial and compliance audit of the City's financial operations with the firm of Martin Starnes & Associates at the proposed rate of \$60,000.00. (At the March 21st City Council Meeting this item was placed in Committee.)

3/21/2011

Committee of the Whole

postponed

Finance Committee

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member**Sims, Chair***Committee Members - Blakeney, Faircloth, Whitley, Alexander***Pending Items****110045****Ordinance - Vacate/Close Structure - 800 E. Commerce Street**

Council is requested to adopt an ordinance ordering the Inspector to effectuate the vacating and closing of a structure located at 800 E. Commerce Street belonging to Nathaniel E & Margaret G. Bolds.

3/21/2011

Committee of the Whole

deferred

Public Safety &
Community Development
Committee**PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY****COMMITTEE -Council Member Whitley, Chair***Committee Members - Sims, Henley, Moore***Pending Items****110053****City of High Point Incentives Policies**

Council is requested to receive the following Incentives Policy Review Committee recommendations:

- 2) City of High Point Job Creation Incentives Policy [new]
- 4) City of High Point Retail Incentives Policy [new]

Note: For Parts 1 and 3 of the Incentive Policies, please refer to Legislative Matter 110032.

110038**Part 150 Assessment Report**

Consideration of a report from the Planning and Development Department that assesses the PTIA Part 150 Airport Noise Compatibility Study including a recommendation to amend the Airport Overlay District.

3/21/2011 Committee of the Whole referred

**Planning , Economic Dev.
& Information
Technology Committee**

PUBLIC COMMENT PERIOD - 5:15 P.M.

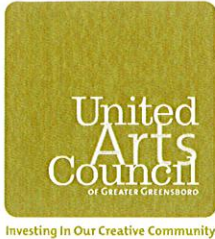
PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

110054**Public Hearing - Outside Agency Funding Requests - 2011-2012 Annual Budget**

Monday, April 4, 2011 at 5:30 p.m. is the date and time established to receive public comments from Outside Agencies requesting funding in the City of High Point 2011-2012 Annual Budget.

ADJOURNMENT

4-4-2011 HPCC



FOR IMMEDIATE RELEASE

Greensboro and High Point Arts Councils Work Together in First-Ever Creative Vitality Index for Guilford County

February 3, 2011 – Greensboro and High Point, NC – The united arts councils of Greensboro and High Point today jointly released the highlights of a first-ever **Creative Vitality Index (CVI)** for Guilford County. The CVI is a tool used nationally and regionally to measure the economic vitality of the arts and arts activity in a specified geographic region. The good news: Guilford County has a strong index value when considered in state and regional context.

Great bookstores, coffee shops, art galleries, theater and an eclectic music scene contribute to the Piedmont Triad region's unique personality and character, elements which directly drive a new economy. An environment rich in artistic opportunities creates an atmosphere that attracts skilled workers interested in a community with a vibrant quality of life – and the businesses and services which cater to them. Significantly, Guilford County offers a creative environment nearly on par with the national index baseline, and well above the index for the southern region of the United States and the state of North Carolina.

Even during a time of recession, the larger Triad region remains competitive in the state's creative economy. Taken together with Winston-Salem/Forsyth County, the Piedmont Triad's index is the third highest among the seven regions measured in North Carolina for 2008, making it an important creative region within the state. Commissioned from WESTAF (the Western States Arts Federation), the creative economy as defined in the CVI study included both for profit and nonprofit arts-related enterprises, and reported the number of jobs and the volume of retail sales for both, along with the financial activity of nonprofit cultural organizations in Guilford County's creative economy.

The index tracks 2008 employment data from 36 selected occupational categories – including art directors, industrial designers, musicians, visual artists, editors, exhibit designers, dancers and authors – that are highly correlated with skill sets in creative thinking, originality and self-expression.

HIGHLIGHTS FROM THE 2008 GUILFORD COUNTY CVI STUDY:

- In 2008, there were over 7,200 highly creative jobs in Guilford County (**Table 1**)
- Guilford County's creative vitality index score was .95, against a national baseline score of 1.00, indicating a number of unique strengths when compared to the nation, as well as areas for potential growth (**Table 2**)
- Compared to the nation, Guilford County shows consistent strengths in the areas of photography and book sales. Guilford County outperforms the nation 2-to-1 in the number of interior designers, as well as high concentrations of commercial and industrial designers, floral designers, radio and television announcers, set and exhibit designers and broadcast technicians (**Table 3**)
- When compared to North Carolina, Guilford County shows strong numbers for performing arts participation, indicating a potential niche as a creative center for the state. Performing arts categories within the county outperform the state averages in those areas by 150% (**Table 4**)

- When compared to the southern region of the United States and the state of North Carolina, Guilford County shows index values well above the averages for these two regions. Essentially, Guilford County is 50% above the average CVI input value for the State of North Carolina (**Tables 4 and 5**)
- Total revenues of arts-related nonprofit organizations in Guilford County totaled nearly \$23 million in 2008 (**Table 6**)

The Guilford County Creative Vitality Index provides findings on the overall health of Guilford County's and the Piedmont Triad region's creative economy. This multi-level analysis shows the strengths and weaknesses within the County and identifies areas of opportunity and growth. With a strong concentration of creative jobs – from the national, regional and local perspective – Guilford County has the potential to grow this sector. In order to remain competitive in the regional and national marketplace, support of our creative community is vital.

About the UAC and the HPAAC

With 50 years of service, the United Arts Council of Greater Greensboro and the High Point Area Arts Council are Guilford County's largest sources of financial support for our creative community, the only umbrella arts resources – funding arts and culture, from nationally recognized programs, community arts projects, and arts-in-education initiatives to mission support – with a high priority on access to the arts across all cultures, ages, and economic backgrounds throughout the County.

Together, the united arts councils in Greensboro and High Point are targeting fundraising goals to raise \$1.7 million for the arts in Guilford County through their 2011 United Arts Funds, grants and public funding. UAC and HPAAC are jointly marketing and promoting their annual campaigns to raise awareness and support for the arts throughout the county. This collaboration comes on the heels of other cooperative projects between the two councils including the joint research effort for the Creative Vitality Index, new online portals to a regional events calendar through the Everwondr Network, and numerous advocacy efforts to sustain support at both county and state levels.

For questions, contact:

Thomas Philion
President/CEO
United Arts Council of Greater Greensboro
336-373-7523, ext. 250
tphilion@uacarts.org

Debbie Lumpkins
Executive Director
High Point Area Arts Council
336-887-2787, ext. 22
dlumpkins@highpointarts.org

Table 1: Creative Jobs in Guilford County

Jobs Report by Occupation, Guilford County, 2008

Regions : Guilford

Occupation Type	2008 Jobs
Actors	126
Advertising and Promotions Managers	83
Agents and Business Managers of Artists, Performers, and Athletes	95
Architects, Except Landscape and Naval	137
Art Directors	202
Audio and Video Equipment Technicians	104
Broadcast Technicians	86
Camera Operators, Television, Video, and Motion Picture	31
Choreographers	22
Commercial and Industrial Designers	192
Dancers	22
Directors, Religious Activities	263
Editors	270
Fashion Designers	95
Film and Video Editors	72
Fine Artists including Painters, Sculptors, and Illustrators	143
Floral Designers	234
Graphic Designers	579
Interior Designers	299
Landscape Architects	54
Librarians	329
Media and Communication Equipment Workers, All Other	29
Media and Communication Workers, All Other	209
Multi-Media Artists and Animators	177
Music Directors and Composers	288
Musical Instrument Repairers and Tuners	26
Musicians and Singers	398
Photographers	1,222
Producers and Directors	192
Public Relations Managers	111
Public Relations Specialists	316
Radio and Television Announcers	140
Set and Exhibit Designers	117
Sound Engineering Technicians	24
Technical Writers	56
Writers and Authors	538
Total	7,281

Source: Economic Modeling Specialists, Inc. Complete Employment, Forsyth and Guilford Counties CVI, 2008

**7,281 Creative Jobs in
Guilford County**

**Table 2: Guilford County Creative Vitality Index
Guilford County vs. United States, 2008**

Region A: Guilford

Region B: United States

Description	Region A	Region B	Categorical Index
Year - 2008			
Population	472,216	304,059,724	
Industry Data			
Photography Store Sales	\$4,226,000	\$1,426,736,000	1.907
Music Store Sales	\$4,415,000	\$3,064,022,000	0.928
Book and Record Store Sales	\$17,855,000	\$8,640,277,000	1.331
Art Gallery and Individual Artist Sales	\$23,735,000	\$34,129,019,000	0.448
Performing Arts Participation	\$14,452,000	\$14,086,245,000	0.661
Non Profit Data			
Arts Organization Revenue	\$13,965,574	\$14,520,426,857	0.619
Arts-Active Organization Revenue	\$8,970,239	\$16,107,694,069	0.359
Occupation Data			
Total Jobs	7,281	4,361,087	1.075
Total CVI : 0.95			

Source: WESTAF

**Guilford County
CVI vs. US = .95**

**Table 4: Guilford County's CVI vs. North Carolina
Guilford County vs. North Carolina, 2008**

Region A: Guilford

Region B: North Carolina

Description	Region A	Region B	Categorical Index
Year - 2008			
Population	472,216	9,222,414	
Industry Data			
Photography Store Sales	\$4,226,000	\$25,238,000	3.270
Music Store Sales	\$4,415,000	\$73,164,000	1.179
Book and Record Store Sales	\$17,855,000	\$197,095,000	1.769
Art Gallery and Individual Artist Sales	\$23,735,000	\$381,265,000	1.216
Performing Arts Participation	\$14,452,000	\$109,969,000	2.567
Non Profit Data			
Arts Organization Revenue	\$13,965,574	\$222,757,493	1.224
Arts-Active Organization Revenue	\$8,970,239	\$303,249,345	0.578
Occupation Data			
Total Jobs	7,281	106,340	1.337
Total CVI : 1.515			

Source: WESTAF

**Guilford County
CVI vs. NC = 1.515**

**Table 5: Guilford County CVI vs. Southern States
Guilford County vs. Southern States, 2008**

Region A: Guilford

Region B: Tennessee, South Carolina, North Carolina, Mississippi, Louisiana, Kentucky, Georgia, Florida, Alabama

Description	Region A	Region B	Categorical Index
Year - 2008			
Population	472,216	64,211,745	
Industry Data			
Photography Store Sales	\$4,226,000	\$154,159,000	3.728
Music Store Sales	\$4,415,000	\$516,249,000	1.163
Book and Record Store Sales	\$17,855,000	\$1,437,249,000	1.689
Art Gallery and Individual Artist Sales	\$23,735,000	\$3,743,706,000	0.862
Performing Arts Participation	\$14,452,000	\$1,943,474,000	1.011
Non Profit Data			
Arts Organization Revenue	\$13,965,574	\$1,763,899,636	1.077
Arts-Active Organization Revenue	\$8,970,239	\$1,536,961,121	0.794
Occupation Data			
Total Jobs	7,281	745,598	1.328
Total CVI : 1.394			

Source: WESTAF

**Guilford County
CVI vs. Southern States = 1.394**

Table 3: Creative Jobs vs. State & National Levels
Jobs Report by LQ, Guilford County, 2008

Regions : Guilford

Occupation Type	2008 State LQ	2008 National LQ
Actors	1.33	0.83
Advertising and Promotions Managers	1.47	1.02
Agents and Business Managers of Artists, Performers, and Athletes	1.58	1.22
Architects, Except Landscape and Naval	0.68	0.59
Art Directors	1.45	1.00
Audio and Video Equipment Technicians	2.11	1.31
Broadcast Technicians	1.57	1.43
Camera Operators, Television, Video, and Motion Picture	1.25	0.72
Choreographers	1.20	0.62
Commercial and Industrial Designers	2.01	1.64
Dancers	1.14	0.67
Directors, Religious Activities	1.11	1.32
Editors	1.61	1.07
Fashion Designers	1.40	1.02
Film and Video Editors	2.21	1.68
Fine Artists including Painters, Sculptors, and Illustrators	1.17	0.90
Floral Designers	1.57	1.54
Graphic Designers	1.75	1.41
Interior Designers	2.11	2.00
Landscape Architects	0.70	0.59
Librarians	1.21	1.26
Media and Communication Equipment Workers, All Other	1.17	0.76
Media and Communication Workers, All Other	1.27	1.08
Multi-Media Artists and Animators	1.17	0.90
Music Directors and Composers	1.20	1.02
Musical Instrument Repairers and Tuners	0.96	1.04
Musicians and Singers	1.13	1.00
Photographers	1.36	1.11
Producers and Directors	1.46	0.94
Public Relations Managers	1.28	1.14
Public Relations Specialists	1.01	0.69
Radio and Television Announcers	1.87	1.76
Set and Exhibit Designers	1.60	1.47
Sound Engineering Technicians	1.29	0.68
Technical Writers	0.87	0.60
Writers and Authors	1.30	0.95

Source: Economic Modeling Specialists, Inc.

**Strenghts in Creative
Employment Sectors**

**Total Revenues (Income)
of Nearly \$23 Million**

Table 6: Total Revenues of arts related organizations \$22.9 million

Guilford County Arts Organizations by Income, 2008

Region	Program Revenues	Investment Income	Special Events	Contributions, Gifts & Grants	Membership Dues	Total Revenues
Guilford	\$5,217,858	\$278,053	\$243,050	\$8,125,888	\$100,725	\$13,965,574
Totals	\$5,217,858	\$278,053	\$243,050	\$8,125,888	\$100,725	\$13,965,574

Source: National Center for Charitable Statistics, Core PC Database for Arts, Culture and Humanities Organizations

Guilford County Arts-Active Organizations by Income, 2008

Region	Program Revenues	Investment Income	Special Events	Contributions, Gifts & Grants	Membership Dues	Total Revenues
Guilford	\$2,830,060	\$502,102	\$314,739	\$4,548,798	\$774,540	\$8,970,239
Totals	\$2,830,060	\$502,102	\$314,739	\$4,548,798	\$774,540	\$8,970,239

Source: National Center for Charitable Statistics, Core PC Database for Arts, Culture and Humanities Organizations



The Piedmont Triad Film Commission generates more than \$25 million annually for our 12-county region in films, television, and commercial productions. Our work includes:

- Recruiting film productions to the region
- Scouting locations and maintaining a photo database of 2,000-plus sites
- Serving as a central clearinghouse for crew and resource for producers and directors.



Watch for High Point scenes in *The Shunning's* premiere April 16, 9 pm, on Hallmark Channel.

.....
"From the moment a movie gets talked about, money is being spent. Real money — on rentals, homes, locations, insurance, accounting, office supplies. Cash."

— Stanley Bogest, High Point location auditor, *Fifth Quarter*, many others

.....
***The 5th Quarter*, now in local theaters, filmed at sites in High Point thanks to the Film Commission's direction.**

.....
"Filmmaking makes good sense for High Point, and the Film Commission makes it happen."

— Dr. John Lindsay, High Point, staff physician, *The Shunning*, *Fifth Quarter*

.....
"The potential for what we can do in High Point is limitless. The city is perfectly situated for film production with available show-room and warehouse space."

— Brad Yoder, High Point actor, *Red Dirt Rising*, producer

Investing in the Film Commission yields big returns

1. We generate jobs.

Our work helps more than 200 local freelance crew — including more than 40 who live in High Point — land high-paying jobs. Many of these talented crew trained at our universities and community colleges.

2. We generate revenue.

Films and commercials are lucrative. When Scott Tissue filmed a commercial here last fall, producers spent \$300,000 over two weeks to rent locations such as High Point's Radio Building, rent cars, eat out, buy materials — and hire local crew.

3. We keep our area top of mind.

With the state's film incentives gaining traction, we're fielding more and more scouting requests. Without the Piedmont Triad office, these projects would go to other parts of the state. Increased funding will allow us to step up our outreach.

4. We're building a reputation.

Michael Landon Jr. had such a positive experience filming his Hallmark Channel movie, *The Shunning*, here last fall (including scenes at the High Point bus terminal and Presbyterian Nursing Home) — especially with the quality of local crew — that he hopes to film two more in the series here.

5. We're good stewards of local funding.

Every \$1 invested in the Film Commission brings \$178.54 to High Point and the region in wages, rentals, sales and taxes (based on fiscal year 2011 funding).

Piedmont Triad Film Commission Funding

	FY 11	FY 12 request
• Guilford County	\$50,000	\$50,000
• City of Greensboro/Greensboro Economic Development Alliance	30,000	30,000
• City of Winston-Salem	20,000	30,000
• Forsyth County	20,000	40,000
• Piedmont Triad Partnership*	10,000	10,000
• High Point Convention & Visitors Bureau	6,500	---
• City of High Point	---	15,000
Totals:	\$136,500	\$175,000

* Plus in-kind donation of office space, accounting services, and Internet

BID INFORMATION AND RECOMMENDATION**BID #24-031611****DATE OPENED: 03/16/11****DESCRIPTION: STEEL TRANSMISSION POLES FOR JOHNSON ST.****BID PACKAGES DISTRIBUTED: 11****DEPARTMENT: ELECTRIC****SOURCE OF FUNDS: 631799-533701-631001020505-40216****BUDGETED AMOUNT: \$400,000****RECOMMENDED AWARD**

DESCRIPTION	UNIT PRICE	TOTAL PRICE
STEEL TRANSMISSION POLES	\$373,942.00	\$373,942.00

PURPOSE: For Johnson Street project.**COMMENTS:** N/A**BID TABULATION**

VENDOR NAME & ADDRESS	QTY.	UNIT PRICE	TOTAL PRICE	DELIVERY A.R.O.
TRANSAMERICAN POWER PRODUCTS c/o UAI/UTILICOR 2417 SOUTH SECOND AVE. MANSFIELD, TX 76063			\$373,942.00	14-18 WKS.
WESCO PO BOX 41189 RALEIGH, NC 27629			\$437,487.00	12-14 WKS.
IRBY 2913 S. CHURCH ST. ROCKY MOUNT, NC 27803			\$453,829.00	12-14 WKS.
MD HENRY PO BOX 40 PELHAM, AL 35124			\$477,977.00	14-16 WKS.
VALMONT STRUCTURES, INC. 7002 N. 288 STREET VALLEY, NE 68064-0358			\$528,364.00	14-16 WKS.
SABRE TUBULAR STRUCTURES 8653 E. HIGHWAY 67 ALVARADO, TX 76009			\$567,005.00	16-18 WKS.
HD SUPPLY 5031 UNICON DR. WAKE FOREST, NC 27587			\$585,422.00	8-10 WKS.

The **ELECTRIC DEPARTMENT** and **PURCHASING DIVISION** recommend that the purchase of **STEEL TRANSMISSION POLES** be awarded to **TRANSAMERICAN POWER PRODUCTS**; the lowest responsible and responsive bidder meeting specifications for the total amount of **\$373,942.00**.

DATE OF RECOMMENDATION: March 25, 2011

Approved by:

Strib Boynton, CITY MANAGER



March 25, 2011

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Bid number 24-031611

On March 16, 2011, the City of High Point opened bids for steel transmission poles for the Johnson St. transmission project. We received bids from ten suppliers. Three of the proposals were not read because there was no bid bond or signed Addendum included.

Jerry Ford of Southeastern Consulting Engineers has reviewed the bids, and I have attached his recommendation to this letter. As seen on the bid tabulation, TransAmerican Power Products, Inc. was the low bid.

The Electric Department recommends that Bid 24-031611, for steel transmission poles, be awarded to **TransAmerican Power Products, Inc.** in the amount of **\$373,942.00**. The amount of \$1,060,000 has been budgeted in the electric capital budget for this entire project, of which these poles are part of that project. They are the lowest responsible bidder and they supplied the most responsive bid that complied with the specifications.

cc: file
Bob Martin
Jeff Moore
Josh Williams
Sherry Smith
Larry Hopkins

Attachments

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





Southeastern Consulting Engineers, Inc.

March 22, 2011

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



Ref.: Steel Pole Bid Recommendation for Johnson Street

Dear Garey:

The City received proposals on March 16, 2011, from ten suppliers solicited for providing steel transmission poles. Three proposals were not read because there was no bid bond or signed Addendum included.

A tabulation of bids received is attached. As shown, the low bid was submitted by TransAmerican Power Products, Inc.

Therefore, we are recommending that this equipment purchase be awarded to TransAmerican Power Products, Inc. (TAPP) in the amount of \$373,942.00. TAPP's proposal is valid for ninety days.

Please notify us of the City's decision in awarding this purchase and how you wish to proceed. If you have any questions or need additional information, please contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By



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

JLF/lc

Enclosure



March 30, 2011

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

City Council will be asked to approve a municipal agreement with the NCDOT on the next agenda for replacement of the current Model Farm Bridge. State inspection of the bridge has rated the bridge to be in poor condition. The estimated cost for the replacement is \$1,370,000.

Terms of the agreement are for the NCDOT to fund 80% or an estimated \$1,096,000. The City would fund 20% or an estimated \$274,000. The City's portion is currently available in the General Capital Projects Fund Bridge Repairs, and will be used toward this project.

If approved, a budget amendment to appropriate the State funds for this project is attached.

Let me know if you have any questions.

cc: Pat Pate
Randy McCaslin
Chris Thompson
Richard McMillan
Jeff Moore

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR MODEL FARM BRIDGE REPLACEMENT FUNDS

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

Section 1. The Public Services Department received notice from the NCDOT that the Model Farm Bridge was rated in poor condition. The City has received approval for the replacement of this bridge as part of the Municipal Bridge Program. Replacement of the bridge is estimated to be \$1,370,000. The Federal Highway and NCDOT will fund 80% of the costs with the City match at 20%.

Section 2. The following revenues need to be appropriated for the project:

(A) That the General Capital Projects Fund of the City of High Point, is hereby amended as follows:

State Grant Funds (401710/411999)	\$ 1,096,000
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(B) That the following General Capital Projects Fund projects for expenditures as follows:

Other Improvements (401710/533701)	\$ 1,096,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of April, 2011



Public Services Department

Richard D. McMillan, P.E.

ASSISTANT DIRECTOR



MEMORANDUM

DATE: March 25, 2011
TO: Pat Pate, Assistant City Manager
W. Chris Thompson, P.E., Director of Public Services
FROM: Richard D. McMillan, P.E., Asst. Public Services Director
REF: NCDOT Municipal Agreement
SUBJECT: Model Farm Bridge – Preliminary Engineering

A handwritten signature in blue ink, reading "Richard D. McMillan".

=====

The North Carolina Department of Transportation (NCDOT) has approved the bridge on Model Farm Road to be replaced. This bridge will be replaced under the NCDOT Municipal Bridge Replacement Program (Project B-5358).

The attached Municipal Agreement is for the preliminary engineering and design for the replacement of the bridge. The City is required to provide 100% of the funding initially for all work. However, the Federal Highway Administration (FHWA) and NCDOT will provide 80% reimbursement for the costs associated with design and construction of this bridge replacement.

This Municipal Agreement is only for the preliminary engineering study and design of the project – an estimated \$250,000. An additional municipal agreement will be placed before City Council for construction costs and any right-of-way.

The Public Services Department has funds for the preliminary engineering in the FY 10-11 General Capital Projects (*Line Item 401710 – 527105 – 401001000120 – 40205: Model Farm Bridge*).

We would request that this item be placed on the City Council Agenda for consideration and approval. If you have any questions, or need further assistance, please call me (3215).

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 2/11/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF HIGH POINT

TIP #: B-5358

WBS Elements: PE 46072.1.1

ROW _____

CON _____

OTHER FUNDING:

FEDERAL-AID NUMBER: BRZ-0710(22)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$200,000

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

WITNESSETH:

WHEREAS, Section 1114 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Municipal Bridge funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for Model Farm Road Bridge Project, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$200,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Municipal Bridge Program Guidelines: <http://www.ncdot.org/planning/development/TIP/mbridge/mbridge.html>.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the replacement of Bridge No. 428 on Model Farm Road over a branch of Richland Creek in Guilford County.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Two Hundred Thousand Dollars (\$200,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Municipal Bridge	\$200,000	80 %	\$50,000	20 %
Total Estimated Cost		\$250,000		

4. TIME FRAME

The Municipality shall complete this phase of the Project by March 1, 2013.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The

Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress according to the milestone dates or the Department and/or FHWA reserves the right to de-obligate said funding.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if Preliminary Engineering is an eligible expense.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department.
- If the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The

Municipality shall bear all costs associated with penalties for violations and claims due to delays.

- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is

being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$200,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

▪ PROCEDURE

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Recipient Information Form, which is available at <http://www.ncdot.gov/programs/Enhancement/ProjectAdministration/Forms/>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

10. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred

under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

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

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Municipal Bridge funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late

payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

12. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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

ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

Approved by _____ of the City of High Point as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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

Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of High Point

County: Guilford

TIP: B-5358

Division 7

Project: Model Farm Road Bridge Project

Scope: the replacement of Bridge No. 428 on Model Farm Road over a branch of Richland Creek in Guilford County.

Eligible Activities:

PE	46072.1.1	Design
		Environmental
ROW		ROW Acquisition
		Utility Relocation
CON		Construction
OTHER		
FEDERAL-AID	BRZ-0710(22)	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Municipal Bridge	\$200,000	80 %	\$50,000	20 %
Total Estimated Cost		\$250,000		

Responsibility: The City of High Point shall be responsible for all aspects of the project.



MEMORANDUM

March 28, 2011

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 April 4, 2011, Council meeting:

The City Council approved a sole source exception for the purchase of the digital in-car camera system developed by ICOP Digital Inc at its April 21, 2008 Council meeting. Since that time, no other company has developed a similarly capable digital system. In March 2011, a company named SafetyVision LLC acquired the intellectual and property rights as well as remaining inventory from ICOP. As a result and to remain compliant with NC general statutes, City Council is requested to authorize an exception to the bid laws for this proprietary technology with SafetyVision LLC.

Although the value of the \$29,999.94 contract will be an informal contract of less than \$90,000, there is no current provision in State law to delegate City Council's authority to any appointed staff the approval of the exception to bid laws for "sole source" approval.

1. In order to complete the purchase, City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment for the Police Department from SafetyVision LLC.

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 circumstances arising from the acquisition of the company's intellectual property, the Police Department continues to meet 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 SafetyVision LLC. The required funds of \$29,999.94 for the purchase are budgeted in the Special Grants Fund.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

DATE: March 30, 2011

TO: Strib Boynton, City Manager

FROM: Major Derek Stafford,
Assistant Chief HPPD, Field Operations Division - North

SUBJECT: SOLE SOURCE RECOMMENDATION FOR IN-CAR CAMERA SYSTEMS

I recommend that *ICOP- A Safety Vision Company* be the sole source vendor for the purchase of six (6) additional *ICOP* Model 20/20W In-Car DVR Camera systems for the High Point Police Department's fleet of vehicles. The funds to purchase these camera systems are from 2010 JAG money (per Vee Nance).

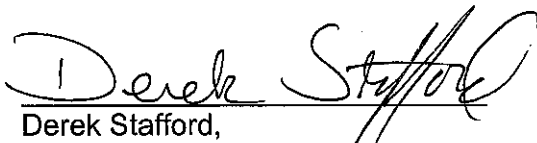
We have exclusively used *ICOP* in-car camera systems for several years and continue to be satisfied with the product. On previous occasions (2008 & April 2010) HP City Council had approved *ICOP Digital* as our sole source in-car camera system. The *ICOP* in-car system is an in-dash mount which is a significant vehicle cab safety feature. Other camera systems would not be compatible with the HPPD server in use. *ICOP Digital* uses proprietary software built exclusively for their camera/server systems. Our Radio Shop is certified to install and provide maintenance on the *ICOP* cameras.

The *ICOP Digital Inc.* business closed its doors and shut down in December 2010. *Safety Vision* purchased *ICOP Digital* in 2011 and will continue to sell, manufacture, and service the product under the company name of *ICOP-A Safety Vision Company*.

The High Point Police Department studied and tested several in-car camera systems in 2005. That study committee recommended the *ICOP* system for our fleet. We have added additional *ICOP* in-car cameras to our fleet over the years, and *ICOPs* are the only in-car cameras used by HPPD.

The quoted cost for six *ICOP* 20/20W camera systems with a 3-yr. warranty is **\$29,999.94**.

Please feel free to contact me if you have questions regarding this recommendation.



Derek Stafford,
Assistant Chief, Field Operations Division – North

cc: Chief Jim Fealy



| March 7, 2011

Dear

We are in the process of preparing our 2011-12 Annual Budget that will be presented to the City Council in early May.

Our ability to meet needs is severely challenged by the significant economic problems facing North Carolina. Our current 2010-2011 general fund expenditures was reduced this year by \$7.1 million or 6.6%, and we currently anticipate a \$7.0 million or a 6.6% reduction in 2011-12 general fund expenditures primarily due to a continuing decline in sale tax revenues, property taxes, building related permits, and state shared revenues.

Our challenge is very real. If your organization anticipates requesting a contribution from the City during the coming 2011-12 fiscal year, I think you need to anticipate and plan for a reduction in current City funding levels closely mirroring our own expenditure reductions.

If you will be requesting funding for 2011-12, we ask that you please complete and submit the attached form indicating your funding request and the purpose(s) for which funding will be used. We also ask that you include a copy of your most recent annual audit or financial statements as part of your budget request.

In order for each request to be considered, funding requests should be submitted to the address indicated below by Friday March 25, 2011:

City of High Point
Attn: Louanne C. Hedrick
PO Box 230
High Point, NC 27261

A public hearing has tentatively been set for Monday April 4, 2011 at 5:30 p.m. in the Council Chambers of City Hall located at 211 S. Hamilton Street, High Point, NC. The purpose of the hearing is to give each agency the opportunity to appear before City Council to present their request and to answer any questions the Council members may have. This hearing is an effort to give each agency equal consideration.

Please feel free to contact Lou Hedrick at either (336) 883-3018 or (336) 883-3295, if you have any questions.

Sincerely,

Strib Boynton
City Manager

OUTSIDE AGENCIES
Funding History and Requests

	<u>Approved</u> <u>FY 06-07</u>	<u>Approved</u> <u>FY 07-08</u>	<u>Approved</u> <u>FY 08-09</u>	<u>Approved</u> <u>FY 08-09</u>	<u>Approved</u> <u>2009-10</u>	<u>Approved</u> <u>2010-11</u>	<u>Requested</u> <u>2011-12</u>	<u>\$</u> <u>Incr/Decr</u>	<u>%</u> <u>Incr/Decr</u>
PIEDMONT TRIAD AMBULANCE & RESCUE SQUAD	1,620	3,000	3,000	3,000	3,000	3,000	3,000	-	0%
NATIONAL GUARD	2,000	2,000	2,500	2,500	2,500	2,500		(2,500)	-100%
GUILFORD CO.HISTORIC PRESERVATION COM	2,000	2,000	2,000	2,000	2,000	2,000	2,000	-	0%
THEATRE ART GALLERY	26,650	30,000	31,000	31,000	31,000	31,000	31,000	-	0%
HIGH POINT ARTS COUNCIL	120,000	183,500	183,500	183,500 (a)	123,224	117,063	117,063	-	0%
PIEDMONT TRIAD FILM COMMISSION				-	-	-	15,000	15,000	0%
HIGH POINT WORKFORCE DEVELOPMENT	-	50,000	50,000	50,000	50,000	-		-	0%
NC SHAKESPEARE FESTIVAL Theatre Credits	-	-	-	-	50,000 *	50,000		(50,000)	-100%
HIGH POINT HISTORICAL MUSEUM	300,000	374,816	320,000	370,000 (b)	-	-		-	0%
ROSETTA C. BALDWIN FOUNDATION/MUSEUM	-	-	-	-	-	10,000		(10,000)	0%
PIEDMONT TRIAD PARTNERSHIP	-	-	-	-	-	25,000	25,000	-	
TOTALS	456,270	645,316	592,000	642,000	261,724 -	240,563	193,063	(47,500)	-18.15%

*In the form of Theatre Credits



MEMORANDUM

To: Pat Pate, Assistant City Manager

From: Allen Oliver, Parks and Recreation Director

A handwritten signature in black ink, appearing to read "Allen Oliver".

Date: March 28, 2011

Subject: City Lake Pool

As you know we have and are continuing to have major problems with the surface of the City Lake Pool bottom. For some reason the very top layer of concrete is chipping off and causing rough and uneven places during the time the pool is in operation.

We have researched the possible ways to correct this problem and we have two solutions. One is to replace the pool bottom which would mean removing the old bottom and re-pouring the concrete. We estimate the cost to be in excess of \$750,000. We would have to remove the 6 inch slab of concrete along with replacement of the rebar, pool return lines and drains. The other option is to patch the existing chipped areas and glue a PVC pool shell to the existing pool bottom and sides.

Currently we are spending in excess of \$15,000 to patch and paint the pool each season. The PVC lining will give us a 15 year warranty and a safe solution to our problem.

On March 23, 2011 bids were opened for the installation of a PVC liner for City Lake Pool.

I would like to recommend awarding the contract to Natore Corporation in the amount of \$121,300 as the lowest responsive and responsible bidder.

/AO

BID INFORMATION AND RECOMMENDATION**BID # 26-032311****DATE OPENED: March 23, 2011****DESCRIPTION: Installation of PVC Swimming Pool Liner at City Lake Pool****BID PACKAGES DISTRIBUTED: 2****DEPARTMENT: Parks & Recreation****SOURCE OF FUNDS: 401410-527101-401001001280-53010 BUDGETED AMOUNT: \$145,000****RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Installation of PVC Swimming Pool Liner at City Lake Pool	\$ 121,300	\$121,300

PURPOSE: Cover City Lake Pool Bottom and sides with PVC liner that will eliminate patching and repainting pool on an annual basis.

COMMENTS: Pool bottom is chipping and causing a potential safety hazard. The PVC liner comes with a 15 year warranty and comes highly recommended by two area public swimming pools. We are currently spending in excess \$15,000 yearly to patch and re-paint the pool.

BID TABULATION

VENDOR NAME & ADDRESS	15 Year Warranty	10 Year Warranty
Natare Corporation 5905 West 74 th Street Indianapolis, IN 46278	\$ 121,300.00	\$ 121,300.00
RenoSys Corporation 2825 E. 55 th Place Indianapolis, IN 46220	\$ 133,237.00	\$ 124,452.00

The **PURCHASING DEPARTMENT AND PARKS & RECREATION DEPT** recommends that the contract for **INSTALLATION OF PVC SWIMMING POOL LINER AT CITY LAKE POOL** be awarded to **NATARE CORPORATION**, the lowest responsible and responsive bidder meeting specifications for the amount of **\$121,300.00**.

DATE OF RECOMMENDATION: March 29, 2011

Approved by:
Strib Boynton, CITY MANAGER

RECOMMENDATION

BID # 26-032311	DATE OF BID OPENING: March 23, 2011
DESCRIPTION: Installation of PVC Swimming Pool Liner at City Lake Pool	
DEPARTMENT: Parks and Recreation	
SOURCE OF FUNDS:401410 401001001280 BUDGETED AMOUNT:\$145,000	

PURPOSE: Cover City Lake Pool Bottom and sides with PVC liner that will eliminate patching and repainting pool on an annual basis.

COMMENTS: Pool bottom is chipping and causing a potential safety hazard. The PVC liner comes with a 15 year warranty and comes highly recommended by two area swimming pools. We are currently spending in excess \$15,000 yearly to patch and re-paint the pool.

RECOMMENDATION:I am recommending awarding the contract to Natare Corporation in the amount of \$121,300 as the lowest responsive and responsible bidder.

DEPARTMENT HEAD Allen Oliver
DATE 3/28/2011



March 25, 2011

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The Material Recover Facility (MRF) in the Public Services Department has experienced substantial growth in materials being processed through the facility. As a result, revenues have increased over 30%. Correspondingly, operating expenditures have increased in order to handle the additional materials, and has caused a budget deficit in the operating accounts.

The Director of Public Services has requested a budget amendment to appropriate \$325,000 of the additional revenues to eliminate the budget overdraws. I am requesting this be included on the next City Council agenda. A budget amendment is attached as well as the initial memo from the Director. Chris Thompson or Richard McMillan will be available to answer any questions you may have.

cc: Pat Pate
Randy McCaslin
Chris Thompson
Richard McMillan
Jeff Moore

Attachments: Budget Amendment
Memo – Chris Thompson

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



MEMORANDUM

DATE: March 24, 2011
TO: Pat Pate, Assistant City Manager
FROM: W. Chris Thompson, PE, Director *W. Chris Thompson*
SUBJECT: MRF Operating Budget – FY 10-11

Since our change from 18 gallon bins to 95 gallon recycling roll out carts, the Material Recovery Facility (MRF) has experienced a 30% increase of incoming material (over 2000 additional tons per year). In order to process the additional volume, we have had to utilize temporary workers from a temporary service.

The additional work required by the additional volume translates into a \$325,000 increase in expenses, for a bottom line increase in the MRF's 2010-2011 Budget from \$1,653,670 to \$1,978,670 or 19.6%. However, the additional expenses are more than covered by additional recycling sales.

The original \$1,653,670 MRF budget was based on \$500,000 or 30.2% from recycling sales. However, the additional volume along with a more aggressive sales effort has also translated into a significant \$274,821 or 54.9% increase in additional recycling sales so far this year. Sales are now projected to reach \$977,000 by year's end on June 30, or a \$477,000 or 95.4% increase in sales over and above the \$500,000 estimated and included in MRF's 2010-2011 budget.

What does all this mean to our community? On the bottom line, we have both greater volume and greater sales. This means that the additional volume and a more aggressive sales effort will cover \$977,000 or 49.3% of the MRF's revised \$1,978,670 budget for 2010-2011. The original 2010-2011 MRF budget was based on sales covering \$500,000 or 30.2% of our costs.

Your consideration and approval of the attached resolution amending the MRF budget is requested. We will be available for questions at Monday's meeting. Many thanks for your consideration and approval.

"AN ORDINANCE AMENDING THE 2010-2011 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO AMEND THE MATERIAL RECOVERY FACILITY OPERATING BUDGET

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

Section 1. The Material Recovery Facility (MRF) in the Public Services Department has received additional revenues as a result of increased materials being processed. The department has requested the funds be appropriated to cover the additional operating expenses associated with the increased volume of materials.

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

- (A) That the Landfill Fund - MRF of the City of High Point, is hereby amended as follows:

MRF Recycling Sales (661999/436606)	\$ 325,000
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- (B) That the following Landfill Fund - MRF expenditures be amended as follows:

MRF Operating Expenditures (661742/527202)	\$ 325,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of April, 2011

Lisa B. Vierling, City Clerk