City of High Point

Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Meeting Agenda

Thursday, February 28, 2019

4:00 PM

3rd Floor Conference Room

Finance Committee

FINANCE COMMITTEE - Council Member Britt W. Moore, Chair

2019-67 Resolution - Purchase of 521 W. English Road
Monday, March 4, 2019 at 5:30 p.m. is the date and time established for a public hearing to receive comments on the purchase of property located at 521 W. English Road in the amount of $275,000 as part of the catalyst project.

Attachments: 1. Resolution to Purchase 521 W. English Rd

2019-68 Contract - CourtOne - Deep River Recreation Center - Outdoor Court Reconstruction
City Council is requested to approve a contract with CourtOne for the reconstruction of (3) outdoor tennis courts and (1) outdoor basketball court at Deep River Recreation Center in the amount of $148,950.

Attachments: 2. Deep River Outdoor Court Reconstruction Feb 2019

2019-69 Contract - Hodgin Construction - Oak Hallow Marina & Sailboat Point Accessibility Enhancements- Connect NC Bond Grant
City Council is requested to approve a contract with Hodgin Construction to make accessibility improvements at Oak Hollow Marina and Sailboat Point in the amount of $284,271.53.

Attachments: 3. Contract - Oak Hollow Marina and Sailboat Point Accessibility Enhancements

2019-70 Budget Amendment - Oak Hollow Marina Accessibility Enhancements
City Council is requested to adopt an ordinance amending the 2018-2019 budget for the contract, additional engineering and printing costs for the Oak Hollow Marina and Sailboat Point Accessibility Enhancements in the amount of $105,147.00

Attachments: 4. Budget Amendment Oak Hollow Marina Accessibility

2019-71 Resolution - Contract - Installment Financing for Fire & Fleet Equipment
City Council is requested to adopt a Resolution authorizing the City Manager and Financial Services Director to accept the proposal with Banc of America Public Capital Corp., for the issuance of an installment financing contract for the identified 2017-2018 and 2018-2019 fleet equipment replacement needs in the amount of $7,988,207.50.

Attachments: 5. Installment Financing Contract for Fire-Fleet Equipment Replacement

2019-72 Budget Amendment - Police Reimbursements for Hurricane Florence
City Council is requested to adopt an ordinance amending the 2018-2019 budget for reimbursements for SMAT and Police personnel deployment to New Bern during Hurricane Florence in the amount of $35,172.

Attachments: 6. Budget Amendment Hurricane Florence PD reimbursement

2019-73 Ordinance - Budget Amendment for General Fund Financial Plan
City Council is requested to adopt an ordinance amending the 2018-2019

budget ordinance to appropriate fund balance from the water and sewer fund to the general fund in the amount of $400,000.

Attachments: 7. Budget Amendment General Fund Financial Plan

2019-74 Contract - Riverdale Pump Station Submersible Pump- Xylem
City Council is requested to approve a contract to purchase (2) 10mgd submersible pumps for the Riverdale Pump Station in the amount of $205,000.

Attachments: 8. Riverdale Pump Stations Expansion Design - Xylem

2019-75 Contract - Riverdale Pump Station Expansion Design - Hazen and Sawyer
City Council is requested to approve a contract with Hazen and Sawyer for an engineering services contract on the Riverdale Pump Station Expansion project in the amount of $534,970.00.

Attachments: 9. Riverdale Pump Stations Expansion Design - Hazen Sawyer

2019-76 Contract - Riverdale Pump Station Expansion Design - The Wooten Company
City Council is requested to approve a contract with The Wooten Company for professional engineering services in the amount of $170,000.00 for the design of a 10mgd submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment plant.

Attachments: 10. Riverdale Pump Stations Expansion Design - Wooten

2019-77 Ordinance - Riverdale Pump Station Capital Project
City Council is requested to adopt an ordinance to appropriate funds in the amount of $9,000,000.00 for the expansion upgrade project for the Riverdale Pump Station.

Attachments: 11. Riverdale Pump Station Capital Project Ordinance

2019-78 Resolutions - Authorized Signatures for City Depositories
Council is requested to adopt a series of Resolutions for authorizing depository agreements for those active depository and investment institutions which the City currently conducts deposit, disbursement and/or investment relationships. Bank of America, BB&T, Wells Fargo.

Attachments: 12. Depository Agreement Resolution

2019-86 Resolution - FEMA Designate - Winter Storm March 2014
City Council is requested to approve a resolution to designate Amy Hughes, Grants Accountant II with the Financial Services Department and Perry Hall, Emergency Manager with the Fire Department as the City's agents to apply for assistance and request reimbursement for costs related to the 2014 Ice Storm.

Attachments: FEMA 2014 Ice Storm designation

Designation of Applicant Agent-2nd

PENDING ITEMS

2018-169 Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Attachments: 7. Amendment to Lease Agreement - Crown Castle

Brief Presentation on Ingleside Composting Facility

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorize Installment Financing Contract for Fire & Fleet Equipment Replacement

From: Eric Olmedo, Managing Director

Public Hearing: N/A

Attachments: RFP response bid tabulation
Resolution Approving Financing terms

Meeting Date: March 4, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
To recommend that the City Council authorize the issuance of an installment financing contract for fire and fleet equipment replacement needs.

BACKGROUND:
The issuance of any debt obligation (bonds, notes, financing agreements, and leases) of the City requires the authorization of the City Council. Installment financing contracts are authorized by G.S. 160A-20.

The FY 2017-2018 Budget identified replacement need for replacement fire trucks and a station alerting system. City Council previously approved the purchases and purchase orders were issued. The FY 2018-2019 also identified additional replacement needs for fire, water sewer, electric and solid waste large equipment fleet vehicles, and this equipment has been ordered. This equipment will be financed over a 10 year period.

Request for proposals were sent to 16 financial and leasing institutions, and the city received 7 responses, 6 of which were responsive and conforming to the specifications for the proposal. It is recommended that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to Banc of America Public Capital Corporation. Banc of America Public Capital Corporation provided the City with an interest rate of 2.689%, which was the lowest bidder. A summary of the bid results is attached for your information.

The bid results were evaluated on the initial proposal which requested estimated funding not to exceed $7,000,000 as budgeted. The repayment will be over ten years for a total repayment of $7,988,207.50.

BUDGET IMPACT:
Future debt service will be funded in the General Fund and the Internal Service Fund – Fleet Services Division.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to authorize the City Manager and the Financial Services Director to accept the proposal

City of High Point
Installment Financing Bid Tab

Institution	Rate%	Term	Additional Fees	Total of Payments
Banc of America Public Capital Corp	2.689	10	none	7,988,207.50
First Bank	2.93	10	none	8,091,872.67
BB&T	3.02	10	5,900.00	8,109,850.00
US Bancorp	3.037	10	none	8,116,097.50
SunTrust	3.053	10	250.00	8,121,977.50
Regions Capital Advantage Inc.	2.93	10	Not to exceed $7,500	8,173,627.78
PNC	3.18	10	No amortorization schedule	

Equipment to be financed:
FY 2017-18: 2 fire pumpers, 1 heavy rescue vehicle, 1 station alerting system
FY 2018-19: 1 fire pumper, 1 fire ladder truck, 4 garbage collection vehicles, 2 electric line trucks, 1 tandem dump truck

The City Council of the City of High Point, North Carolina met in 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 5:30 p.m. on March 4, 2019.

Present: Mayor Jay W. Wagner, presiding, and Council Members

Absent: Council Members

Also Present:

* * * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION ACCEPTING THE PROPOSAL OF BANC OF AMERICA PUBLIC CAPITAL CORP IN CONNECTION WITH AN INSTALLMENT FINANCING FOR VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

WHEREAS, the City of High Point, North Carolina (the "City") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina for the purpose of financing the cost of various firetrucks, vehicles and public safety communications equipment (collectively, the "Equipment"); and

WHEREAS, the City has solicited proposals from various financial institutions to provide the financing for the Equipment; and

WHEREAS, upon careful review and consideration of the proposals submitted by such financial institutions to provide such financing, the City desires to accept the proposal of Banc of America Public Capital Corp or any affiliate thereof (the "Lender");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point, North Carolina (the "City Council") as follows:

1. The proposal of the Lender to provide financing through an installment financing agreement in a principal amount not to exceed $7,000,000 for the purpose of providing funds, together with any other available funds, to pay the cost of the Equipment and related financing costs is hereby accepted, subject to further approval of the particular documentation related thereto by the City Council.

2. The City Manager, the Financial Services Director and the Budget and Administrative Director of the City are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Lender. All actions heretofore taken by such officers in connection with the solicitation of proposals and acceptance of the winning proposal is hereby ratified and confirmed.

3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was adopted by the following vote:

Ayes:_____

_____

Noes:_____

_____

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

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

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

(a) There exists in the City a need to finance the cost of various fire trucks, vehicles and public safety communications equipment (collectively, the "Equipment").

(b) After due consideration, the City has determined to enter into an installment financing agreement (the "Agreement") in an aggregate principal amount not to exceed $7,000,000 to provide funds, together with any other available funds, to (i) pay the cost of the Equipment and (ii) pay certain financing costs in connection therewith.

(c) The City intends to enter into the Agreement with Banc of America Public Capital Corp (the "Lender"), pursuant to which the Lender will advance to the City amounts sufficient, together with any other available funds, to pay the costs of the Equipment, together with associated financing costs, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(d) In order to secure its obligations under the Agreement, the City will execute and deliver a security agreement (the "Security Agreement") granting a security interest in all or a portion of the Equipment.

(e) It is in the best interests of the City to enter into the Agreement and the Security Agreement in that such transaction will result in providing financing for the Equipment in an efficient and cost effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Equipment without an election; (ii) the nature of the Equipment does not allow for the issuance of revenue bonds to finance the costs of the Equipment; (iii) the costs of the Equipment exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence acquisition of the Equipment as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of acquisition of the Equipment by several months; and (v) there can be no assurances that the Equipment would be approved by the voters and the necessity of such Equipment dictates that the Equipment be financed by a method that assures that such Equipment will be acquired in an expedient manner.

(g) It has been determined by the City Council that the financing of the Equipment through the Agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the City Council.

(h) Counsel to the City will render an opinion to the effect that the proposed Agreement is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(j) No tax rate increase is expected to be necessary to pay the Installment Payments under the Agreement.

Section 2. The City Council hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve the Agreement and the proposed financing in connection therewith.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT" was adopted by the following vote:

Ayes:_____

_____

Noes:_____

_____

* * * * * *

I, Lisa B. Vierling, MMC, 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 March 4, 2019, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said City Council.

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

WITNESS my hand and official seal of said City this 4th day of March, 2019.

_____

City Clerk

[SEAL]

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for Police Reimbursements for Hurricane Florence

From: Eric Olmedo, Managing Director

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: March 4, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A Budget Amendment is needed to recognize reimbursements for SMAT shelter and Police personnel deployment to New Bern during Hurricane Florence.

BACKGROUND:
During Hurricane Florence the Police Department operated a State Medical Assistasnce Team (SMAT) shelter in the City. Also, personnel were deployed to New Bern to provide assistance to their operations. Because these responses increased overtime expenses, the reimbursements will be applied to overtime budgets in the police department.

BUDGET IMPACT:
The City is receiving reimbursements from several sources for these operations as follows:

SMAT Shelter Reimbursement (state) -	$25,167
New Bern Deployment (local) -	$10,005
Total -	$35,172

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the budget amendment as proposed.

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO RECOGNIZE REIMBURSEMENTS FOR POLICE DURING HURRICANE FLORENCE

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

Section 1. The City of High Point is receiving reimbursements for operations during Hurricane Florence.

Section 2. In order to recognize the reimbursements, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That General Fund revenues be amended as follows:

State Government Revenues	$25,167
Local Government Revenues	$10,005

(B) That General Fund expenses:

Police expenditures	$35,172

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 March 4, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Riverdale Pump Station Submersible Pump

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachments: Summary of Quotes

PURPOSE:
To expand the capacity of the Riverdale Lift Station while an emergency bypass is in place to repair the station from flooding that occurred during Hurricane Florence.

BACKGROUND:
The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. While still under the emergency bypass, the Public Services is expanding the Riverdale Lift Station. The expansion will will include a 10 MGD submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment Plant. Public Services requested quotes from six companies and four responded by the due date. The selection is based on meeting the design criteria and the fastest delivery at the lowest price. This has been declared a pressing need per the City's purchasing manager.

BUDGET IMPACT:
Funds for this project are available in the 2018-2019 Budget.

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department recommends tht City Council approve the quote submitted by Xylem for the amount of $205,000.

Prices for Submersible Pump for Riverdale Pump Station for the City of High Point

Contractor	Pump Price	Shop Dwgs. Delivery (after execution of PO)	Base & Rails Delivery (after approval of Shop Dwgs.)	Pump Delivery (After approval of Shop Dwgs.)
Tencarva Machinery	$ 186,075.00	7 calendar days	91 calendar days	217 calendar days
Xylem	$ 205,000.00	21 calendar days	21 calendar days	70 calendar days
Clearwater, Inc.	$ 314,000.00	60 calendar days (Preliminary Submittal available in 14 days)	80 calendar days	190 calendar days
Charles R. Underwood, Inc.	$ 432,000.00	7 calendar days	21 calendar days	210 calendar days

THE WOOTEN COMPANY

February 25, 2019

Terry Houk
City of High Point
P. O. Box 230
High Point, NC 27261

REF: Review of Pump Quotes
City of High Point, Riverdale Pump Station

Dear Terry,

On February 12, 2019 the City of High Point issued a request for quotes from five pump manufacturers for a 10 mgd submersible pump for Riverdale Pump Station. The responses were due on Feb 22, 2019, and responses were received from four manufacturers. A summary of the responses is as follows:

Manufacturer/ Representative	Pump Price	Shop Dwgs. Delivery (after execution of PO)	Base & Rails Delivery (after approval of Shop Dwgs.)	Pump Delivery (After approval of Shop Dwgs.)
Tencarva Machinery	$186,075.00	7 calendar days	91 calendar days	217 calendar days
Xylem	$205,000.00	21 calendar days	21 calendar days	70 calendar days
Clearwater, Inc.	$314,000.00	60 calendar days (Preliminary Submittal available in 14 days)	80 calendar days	190 calendar days
Charles R. Underwood, Inc.	$432,000.00	7 calendar days	21 calendar days	210 calendar days

The low quote was provided by Tencarva for a KSB pump. The second low bid was by Xylem for a Flygt pump.

The City of High Point desires to have the pump base and rails installed as quickly as possible, to remove the need for bypass pumping at the Riverdale Sewer Lift Station. Based on the delivery time of shop drawings and the base and rails, Charles Underwood has the shortest delivery time at 28 days and Xylem is second with 42 days. Tencarva's delivery time for shop drawings and base and rails was 98 days.

All of the submitted pumps meet the initial review against the technical specifications.

According to City staff the bypass pump operation is costing the City approximately $130,000 a month (30 days). To equate the time of delivery into cost provides the following:

300 S. Main Street
Lower Level Suite
Winston-Salem, NC 27101

336.722.5326
fax 336.722.5329

Manufacturer/Representative	Pump Price	Price for Delivery of Shop Drawings, Base and Rails w/bypass pumping cost at $4,333/day	Total cost of pump and time of shop drawing, base and rail delivery
Xylem	$205,000.00	$181,986.00	$386,986.00
Charles R. Underwood, Inc.	$432,000.00	$121,324.00	$553,324.00
Tencarva Machinery	$186,075.00	$424,634.00	$610,709.00
Clearwater, Inc.	$314,000.00	$606,620.00	$920,620.00

Based on consideration of pump cost and estimated cost for bypass pumping due to delivery times, Xylem has the lowest overall price. We therefore suggest the City of High Point award the Riverdale Pump Station Submersible Pump Procurement to Xylem Water Solutions USA, Inc., Flygt Products, 635 Gold Hill Rd, Fort Mill, SC 29715, contact is Matt Cox at 704-249-5465. Please contact us if you have questions or comments.

Sincerely,
THE WOOTEN COMPANY

John C. Grey, PE
Regional Manager

JCG/dsy

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR
OAK HOLLOW MARINA AND SAILBOAT POINT ACCESSIBILITY ENHANCEMENTS

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

Section 1. The City of High Point received a grant through the Connect NC Bond. Additional funds are needed to fully fund the project.

Section 2. In order to appropriate these funds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That Special Grants Fund – Transfer from General Capital Projects Fund revenues be amended as follows:

Transfer In	$40,000

(B) That Special Grants Fund – Transfer from General Fund be amended as follows:

Transfer In	$65,147

(C) That Special Grants Fund – Expenditures be amended as follows:

Oak Hollow Marina Accessibility Project	$105,147

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 March 4, 2019

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUND BALANCE FROM THE WATER SEWER FUND TO THE GENERAL FUND

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

Section 1. The City of High Point has legal expenses charged to the General Fund that are for Water-Sewer Fund purposes, and a fund balance appropriation and transfer is needed to pay for these services.

Section 2. The 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That Water Sewer Fund revenues be amended as follows:

Appropriated Fund Balance	$ 200,000

(B) That Water Sewer Fund expenditures be amended as follows:

Transfer to General Fund	$ 200,000

(C) That General Fund revenues be amended as follows:

Transfer from Water Sewer Fund	$ 200,000

(D) That the General Fund expenditures be amended as follows:

Legal Fees	$200,000

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 March 4, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Outdoor Court Reconstruction – Deep River Recreation Center

From: Lee Tillery –Parks and Recreation Director

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: January 17, 2019
Advertised By: Purchasing

Attachments: Attachment A – Formal Recommendation Request
Attachment B – Bid Tabulation

PURPOSE: Reconstruction of three outdoor tennis courts and one outdoor basketball court at Deep River Recreation Center.

BACKGROUND: The outdoor courts at Deep River are one of our most popular venues for tennis and basketball. The courts are over 20 years old and are beginning to deteriorate due to age and use. These courts were next on our prioritization list for renovations to outdoor sport venues. The project will consist of total reconstruction of asphalt courts and striping, new net foundations, nets and goals. New fencing will also be installed as part of a different contract.

BUDGET IMPACT: Funds for this project are included in the Capital Improvement Plan (CIP) of the Parks and Recreation 2018-19 budget.

RECOMMENDATION / ACTION REQUESTED: Staff recommends City Council approve contract with CourtOne in the amount of $148,950.

Bid Tabulation

Bid # 29-020519

Outdoor Tennis-Basketball Court Resurfacing

Tuesday, February 5, 2019

BIDDERS	TOTAL BID
Court One	**$148,950.00**
Ruston Paving Co. Inc	$161,915.00

*Three bid minimum was met, Bidder did not submit complete bid package and no addendum.

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Parks and Recreation

COUNCIL AGENDA DATE: Feb 14, 2019

BID NO.: 29-020519 CONTRACT NO.: DATE OPENED: Feb 5, 2019

DESCRIPTION:

Reconstruction of three outdoor tennis courts and one outdoor basketball court at Deep River Recreation Center

PURPOSE:

Address deferred maintenance issue to improve court conditions and playability. Current courts are deteriorating and over 20 years old

COMMENTS:

RECOMMEND AWARD TO: CourtOne AMOUNT: $148,950

JUSTIFICATION:

Lowest Responsible Bid

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
40140	533701	401191025705	55120	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: P. Lee Tillery Digitally signed by P. Lee Tillery DN: cn=P. Lee Tillery, o=City of High Point, ou, email=lee.tillery@highpointnc.gov, c=US Date: 2019.02.14 14:51:22 -05'00' DATE: Feb 14, 2019

The Purchasing Division concurs with recommendation submitted by the Parks & Recreation and recommends award to the lowest responsible, responsive bidder CourtOne in the amount of $ 148,950.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2019.02.18 10:44:53 -05'00' DATE: Feb 18, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services, email=bobby.fitzjohn@highpointnc.gov, c=US Date: 2019.02.26 08:03:43 -05'00' DATE: Feb 26, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko Date: 2019.02.26 09:18:50 -05'00' DATE: Feb 26, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title: Public Hearing Regarding the Purchase of Property for Catalyst Redevelopment Project under N.C.G.S 158-7.1

From: Randy Hemann

Public Hearing: March 4, 2019 at 5:30 pm

Attachments: Public Hearing Notice
Map

Meeting Date: March 4, 2019
Advertising Date: Feb. 19, 2019
Advertised By: City Clerk

PURPOSE:
N.C.G.S. 158-7.1 which allows the City to formulate a redevelopment plan and work with a master developer on a negotiated sale where development requirements are set forth in a Development Agreement. The statute requires a public hearing prior to the City's acquisition of any land to be redeveloped under this statute. The purpose of this item is to conduct a public hearing regarding the proposed purchase the .55-acre parcel located at 521 W. English at a purchase price of $275,000.

BACKGROUND:
In March of 2016, City Council adopted a goal to create a downtown catalyst project that produces: 500 private sector jobs, 15-20 new restaurants and shops, 250 additional residential housing units and a centralized gathering space. On April 3, 2017 City Council Authorized the Manager to proceed with land purchases, site design and Multi Use Stadium design with a total cost not to exceed $15 million.

Per previous briefings to City Council, N.C.G.S. 158-7.1 which allows the City to formulate a redevelopment plan and work with a master developer on a negotiated sale where development requirements are set forth in a Development Agreement. That statute requires a public hearing prior to the City's acquisition of any land to be redeveloped under this statute. This land is being purchased for future redevelopment.

BUDGET IMPACT:
City Council has approved up to $15 million for land purchase. As of February 25, 2019, $3,568,192 is available/unencumbered. The parcel advertised for purchase totals $275,000.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the High Point City Council hold a public Hearing to receive public comment regarding the purchase of properties outlined in the Public Hearing Notice and pass the attached resolution authorizing the Mayor, City Attorney, City Manager or his designee to execute any and all documents associated with the acquisition of properties pursuant to the provisions of N.C.G.S. 158-7.1.

AFFP
NOTICE OF PUBLIC HEARING PL

Affidavit of Publication

STATE OF NORTH CAROLINA } SS
COUNTY OF GUILFORD }

Cherayne Faris, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

February 19, 2019

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Cherayne Faris
the billing clerk

Subscribed to and sworn to me this 19th day of February 2019.

Barbara M Daniels
Barbara Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30852935

GREG DEMKO
CITY OF HP CITY MANAGER
PO BOX 230
HIGH POINT, NC 27261

BARBARA M. DANIELS NOTARY MY COMMISSION EXPIRES 2-1-22 PUBLIC GUILFORD COUNTY, NC

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the High Point City Council will hold a Public Hearing on March 4, 2019 at 5:30 p.m. at the High Point Municipal Building located at 211 South Hamilton Street, High Point, North Carolina in the High Point City Council Chambers, Third Floor. The purpose of the meeting is to receive public comment concerning the acquisition of property pursuant to the provisions of N.C.G.S. 158-7.1. The City Council intends to approve a property acquisition and expend City funds from the General Capital Projects Fund totaling $275,000 for the purchase of 521 W. English Road, recorded in Deed Book 7656, at Page 2643. The property is suitable for commercial use and acquisition shall be in fee simple. This property acquisition shall increase the taxable property, employment, industrial output, and business prospects of the City.

Lisa B. Vierling
City Clerk
Feb. 19, 2019

RESOLUTION AUTHORIZING THE MAYOR, CITY ATTORNEY, CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE ACQUISITION OF PROPERTY PURSUANT TO THE PROVISIONS OF N.C.G.S. 158-7.1

WHEREAS, on April 3, 2017 City Council adopted the implementation of procedures relating to the Downtown Catalyst Project ("Project") which included the purchase of land, site and multi-use stadium design at a cost not to exceed $15,000,000; and

WHEREAS, the Project requires the acquisition of property and the City Council desires to acquire said property located in the downtown area in accordance with the provisions of N.C.G.S. 158-7.1; and

WHEREAS, City staff has negotiated an Offer to Purchase fee simple interest for the property located at 521 W. English Road in the amount of $275,000.

THEREFORE, THE HIGH POINT CITY COUNCIL RESOLVES THAT the Mayor, City Attorney, City Manager, or his designee, execute any and all documents necessary in order to effectuate the City's acquisition of the property located at 521 W. English Road at a purchase price of $275,000.

ADOPTED this the 4th day of March, 2019.

_____
Mayor Jay W. Wagner

Attested to:

_____
Lisa Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for General Fund Financial Plan

From: Eric Olmedo, Managing Director

Public Hearing: N/A

Attachments: Budget Ordinance

Meeting Date: March 4, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A Budget Amendment is needed to transfer funds from the General Debt Service Fund and the Water Sewer Fund for outside legal services, and a recommendation to defer a transfer of funds from the General Fund to the General Debt Service Fund for completion of the General Fund financial plan.

BACKGROUND:
A total of $400,000 is recommended to be transferred from the General Debt Service Fund ($200,000) and the Water-Sewer Fund ($200,000) for outside legal services that were charged to the General Fund that should have been charged to these two funds over the previous 18 months. A $200,000 budget amendment appropriation for the Water Sewer Fund is included. The $200,000 from the General Debt Service Fund will be transferred from the General Fund transfer to General Debt Service Fund to the legal services budget.

The City of High Point maintains a General Debt Service Fund necessary to fund all current and planned debt service. An analysis of the fund determined that the fund balance reserve was in excess of the fund balance policy recommendation. A recommendation is being made to defer the budgeted $4.0 million of the budgeted $4,743,550 transfer from the General Fund to the debt service fund.

BUDGET IMPACT:
There is no operating budget impact. Water-Sewer funds are being appropriated from available fund balance and transferred to the General Fund.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the budget amendment and authorize the appropriate city officials to approve the appropriation and transfer of funds.

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUND BALANCE FROM THE WATER SEWER FUND TO THE GENERAL FUND

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

Section 1. The City of High Point has legal expenses charged to the General Fund that are for Water-Sewer Fund purposes, and a fund balance appropriation and transfer is needed to pay for these services.

Section 2. The 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That Water Sewer Fund revenues be amended as follows:

Appropriated Fund Balance	$ 200,000

(B) That Water Sewer Fund expenditures be amended as follows:

Transfer to General Fund	$ 200,000

(C) That General Fund revenues be amended as follows:

Transfer from Water Sewer Fund	$ 200,000

(D) That the General Fund expenditures be amended as follows:

Legal Fees	$200,000

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 March 4, 2019

RESOLUTION AUTHORIZING THE MAYOR, CITY ATTORNEY, CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE ACQUISITION OF PROPERTY PURSUANT TO THE PROVISIONS OF N.C.G.S. 158-7.1

WHEREAS, on April 3, 2017 City Council adopted the implementation of procedures relating to the Downtown Catalyst Project ("Project") which included the purchase of land, site and multi-use stadium design at a cost not to exceed $15,000,000; and

WHEREAS, the Project requires the acquisition of property and the City Council desires to acquire said property located in the downtown area in accordance with the provisions of N.C.G.S. 158-7.1; and

WHEREAS, City staff has negotiated an Offer to Purchase fee simple interest for the property located at 521 W. English Road in the amount of $275,000.

THEREFORE, THE HIGH POINT CITY COUNCIL RESOLVES THAT the Mayor, City Attorney, City Manager, or his designee, execute any and all documents necessary in order to effectuate the City's acquisition of the property located at 521 W. English Road at a purchase price of $275,000.

ADOPTED this the 4th day of March, 2019.

Mayor Jay W. Wagner

Attested to:

Lisa Vierling, City Clerk

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
RIVERDALE PUMP STATION PROJECT

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

Section 1. The Project is the expansion project at Riverdale Pump Station. The Project will serve the citizens and water and sewer customers of the City of High Point. The Project will be paid by proceeds from water and sewer revenue bonds.

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

Revenue Bond Proceeds	$ 9,000,000

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

Infrastructure Improvements	$ 9,000,000

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

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

CITY OF HIGH POINT
AGENDA ITEM

Title: Designate agents for FEMA related to 2014 Severe Winter Storm

From: Eric Olmedo, Managing Director

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: FEMA Resolution and Designation of Agents

PURPOSE:
FEMA requires that City Council adopt a resolution to designate primary and secondary agents for the purpose of applying for assistance and requesting reimbursement of eligible costs related to the Severe Winter Storm of March, 2014.

BACKGROUND:
The City of High Point qualifies for assistance for expenses incurred as a result of the Severe Winter Storm (DR-4167), which was declared a Major Disaster on March 31, 2014. A previous designation was made, but the staff members named are no longer employed by the City. This updated designation will allow for FEMA to move forward with processing the reimbursement.

BUDGET IMPACT:
None

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to approve a resolution to designate Amy Hughes, Grants Accountant II with the Financial Services Department and Perry Hall, Emergency Manager with the Fire Department as the City's agents to apply for assistance and request reimbursement for costs related to the 2014 Ice Storm.

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization): City of High Point	Disaster Number: FEMA -4167-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start: Month: July Day: 01	
Applicant's Federal Employer's Identification Number: 56 - 6000231	
Applicant's Federal Information Processing Standards (FIPS) Number: - -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name: Amy Hughes	Agent's Name: Perry Hall
Organization: City of High Point	Organization: City of High Point
Official Position: Accountant II	Official Position: Emergency Manager
Mailing Address: PO Box 230	Mailing Address: 434 S. Elm St.
City ,State, Zip: High Point, NC 27261	City ,State, Zip: High Point, NC 27260
Daytime Telephone: (336) 883-3246	Daytime Telephone: (336) 883-3364
Facsimile Number: (336) 883-8572	Facsimile Number: (336) 822-7281
Pager or Cellular Number:	Pager or Cellular Number:

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20 .

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title: See attached	Name: Lisa Vierling
Name and Title:	Official Position: City Clerk
Name and Title: March 4 2019	Daytime Telephone: (336) 883-3536

CERTIFICATION

I, Lisa Vierling, (Name) duly appointed and City Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of City of High Point (Organization) on the 4 day of March, 2019.

Date: March 4 2019 **Signature:** Lisa B. Vierling

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

CITY OF HIGH POINT
AGENDA ITEM

Title: Riverdale Pump Station Expansion Design- Hazen and Sawyer

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: On-Call

Attachments: Scope of Services

PURPOSE:
To expand the capacity of the Riverdale Lift Station while an emergency bypass is in place to repair the station from flooding that occurred during Hurricane Florence.

BACKGROUND:
The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. While still under the emergency bypass, the Public Services is expanding the Riverdale Lift Station. The expansion will include a 10 MGD submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment Plant. Hazen/DMP will have the following: Gravity design, coordination between new force and connection to gravity system, interconnection between submersible and existing force main, structural modifications, odor control, CMAR services, construction and administration and inspection services.

BUDGET IMPACT:
Funds for this project will be made available in the attached capital project ordinance.

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department recommends approval and request that Council award a professional engineering services to Hazen and Sawyer in the amount of $534,970.00.

Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408

February 24, 2019

Mr. Terry Houk
Public Services Director
211 S. Hamilton Street
High Point, NC 27261

Re: Riverdale Pump Station Expansion Project

Dear Mr. Houk:

Hazen and Sawyer appreciates the opportunity to submit a scope for engineering services on the Riverdale Pump Station Expansion Project.

Background: The City of High Point is currently under contract with The Wooten Company for the design of a new submersible pump and second force main for the Riverdale Pump Station (RPS) in order to increase capacity of the station. The City also plans to divert flows from the Register's Creek Pump Station around the Riverdale Pump Station, thereby reducing capacity requirements. The Register's Creek Pump Station and force main modifications are contracted to Freese and Nichols.

The City of High Point approached Hazen and Sawyer, teamed with Davis, Martin, Powell and Associates, to support The Wooten Company's design for the expansion of the Riverdale Pump Station. Hazen and Sawyer, with DMP, have been asked to provide the following services:

- Design of a gravity sewer extension
- Design of an interconnection to the existing force main from the new submersible pump
- Coordination of the Contruction Manager at Risk (CMAR)
- Coordination of the combination of the design drawings from the Consultants to the CMAR
- Construction Management activities with the CMAR and all consultants including submittal and inspection activities.

Task 001 – Gravity Sewer Design

Design of a gravity sewer extension to convey flow from the new Riverdale Pump Station force main (designed by TWC) and the Register's Creek pump station (Designed by F&N) to the Eastside WWTP. Approximate length of 2,800 LF. This task will be subcontracted to DMP.

- Evaluate routing for the proposed gravity sewer, identifying potential stream crossings and wetland impacts. Carolina Ecosystems, Inc. (CEI) will perform preliminary corridor evaluation, including desktop data review, and initial field walk-thru review in compliance with the local and state regulatory requirements.
- Prepare plan-profile drawings for the proposed gravity sewer line at a scale of 1"=40' horizontal and 1"=4' vertical.
- Erosion control design and details
- CEI will delineate jurisdictional wetlands/streams following Clean Water Act, USACE, and NCDEQ methodologies. CEI will flag features for DMP to include in the field survey (Survey is

contracted directly to the City under separate PO). CEI will prepare and submit permit applications for stream/wetland impacts, if necessary.

- Hazen/DMP will prepare Technical Specifications included in the gravity sewer task.
- Hazen/DMP will provide Estimate of Probable Cost included in the gravity sewer task.
- Permitting Assistance. Hazen/DMP will prepare applications to obtain necessary permits such as:
  - Fast Track Application (FTA) Permit for Gravity Sewers & Authorization to Construct
  - NC Division of Land Quality – Sedimentation & Erosion Control Permit
  - NC Department of Transportation – Encroachment Agreement
  - Environmental Permitting for CWA 404/401 permitting
    - Prepare and submit a PJD to USACE and coordinate a field verification visit with USACE and NCDEQ , if necessary
    - Prepare a PCN for a Nationwide Permit and submit to USACE and NCDEQ
  - Agreements with other utilities including power, natural gas, etc. (if necessary)
- Property Acquisition Assistance
  - Perform limited boundary surveying and prepare maps and legal descriptions as needed for the City to acquire real property and easements necessary to construct the project. Documents will be prepared to meet the requirements of the City.
  - Accompany City staff to meet with individual property owners, as needed, during the property acquisition process
  - It is anticipated that up to five (5) easements total may be required for the gravity sewer (Hazen/DMP design) and forcemain (Wooten design). Fee based on $1,500 per tract/parcel.

Task 002 – Coordination of the Gravity Sewer/FM Tie-ins and the transition box

- Evaluate, design and coordinate the force main to gravity transition box from the Riverdale and Register's Creek FMs to mitigate foul air community impacts and hydrogen sulfide corrosion. Evaluation will include ways to minimize agitation and sulfide release and design of a foul air scrubber if determined necessary.

Task 003 – Interconnection to the Existing Force Main

- Design an interconnection of the new pump and second force main to the existing fiberglass force main from Riverdale Pump Station. The interconnection will include the coordination of a line stop installation to maintain bypass pump flow, replacement of the existing 36" pump station isolation valve found to be broken, tie-in of the 36" interconnection with the existing force main including the design of isolation valves, check valve, tee and transition fittings.
- Perform a desktop evaluation on the existing force main to determine whether the existing force main is appropriate to transfer the proposed additional design flow from the new pump.

Task 004 – Structural Modifications to the Riverdale Pump Station

- Design the required structural modifications to accommodate the removal of the new submersible pump, designed by others. Design to include:
  - A hatch placed directly above the location of the submersible pump.
  - A monorail, davit crane or mobile gantry to facilitate the removal of the submersible pump from the wet well for maintenance and removal from the pump station to a bed of a truck.

Task 005 – Odor Control System

- Design of a replacement odor control system to treat the hydrogen sulfides and protect the wet well at the Riverdale Pump Station from the microbiologically induced corrosion the city is currently experiencing. A recommendation of operation for the new configuration of the wet well will be required from The Wooten Company to finalize the design.

Task 006 – CMAR Selection Assistance, Preconstruction, Construction and Post-Construction Services Support including Consultant and Drawing Package Coordination

The City of High Point, due to the compressed schedule requirements has elected to utilize the Construction Manager at Risk (CMAR) delivery method. Hazen and Sawyer was requested to coordinate the CMAR through selection, pre-construction, construction and post-construction periods. As such, the following tasks will be included:

- Hazen will act as the lead consultant and owner's representative, coordinating with the consultant teams for drawing and technical specification development. We will review the deliverables for contract document consistency and constructability . Consultant teams will prepare documents consistent with the City's design standards for inclusion in the CMAR's GMP development. Hazen will assist the City and the CMAR in coordination with the design consultants to package the drawings for bidding.
- Support the city in preparing a RFQ for the selection of the CMAR. Hazen will support the city in review of the qualification based proposals and provide a recommendation of the selection criteria to provide to the selection committee.
- Hazen will provide support through GMP Development process. The basis of this proposal will include up to three (3) bid and GMP phases for the proposed work.
- Permitting coordination amongst the consultant teams to consolidate permit applications, required meetings and permits for the CMAR and City to manage.

Task 007 – Construction Administration

- Hazen Scope
  - Attend monthly progress meetings, up to 12 meetings included
  - Review material/equipment submittals from the Contractor on Hazen Scope and coordination with CMAR and Consultants
  - Review and respond to Requests for Information (RFI's) from the Contractor on Hazen Scope and coordination with CMAR and Consultants
  - Review Change Order requests from the Contractor on Hazen Scope and coordination with CMAR and Consultants
  - Review all monthly pay requests and recommend for payment
  - Contract Closeout, to include attendance at final inspection, review of final contract documents and coord
  - Provide Engineer's Certification(s) of project completion to the appropriate agencies.
  - Record drawings will be prepared from the Contractor's and/or RPR's mark-ups for all consultants work. Hazen will coordinate with the other consultants to provide a comprehensive set of record drawings at the completion of the project. One (1) set of Record drawings will be provided to the City. Other digital formats, such as scanned images, GIS or DWG can be provided if requested.

- DMP Scope
  - Attend monthly progress meetings, up to 10 meetings included
  - Review material/equipment submittals from the Contractor on DMP Scope
  - Review and respond to Requests for Information (RFI's) from the Contractor on DMP Scope
  - Review Change Order requests on the DMP Scope
  - Review monthly pay requests on the DMP Scope
  - Contract Closeout, to include attendance at final inspection, review of final contract documents
  - Provide Engineer's Certification(s) of project completion to the appropriate agencies.
  - Record drawings will be prepared from the Contractor's and/or RPR's mark-ups on the DMP Scope. One (1) set of Record drawings will be provided to the City. Other digital formats, such as scanned images, GIS or DWG can be provided if requested.

Task 008 – Resident Project Representative

- Hazen will provide RPR services either through our own forces or by subcontracting to DMP depending on the phase and task of the construction, this task will be provided at an hourly, not to exceed rate as shown in the categorical rate schedule included in Attachment A.
- The interconnection of the 36" force main, structural modifications, odor control, submersible pump installation and associated electrical is based on an average work day of eight (8) hours per day for a 120 calendar day construction contract.
- The construction of the force main and gravity sewer extension is based on an average work day of eight (8) hours per day for a 330 calendar day construction contract.

Task 009 – Additional Services

If required, the team of Hazen and DMP are available to provide addditional services outside of the scope of work outlined here. These services can be provided on an hourly basis, or negotiated as an amendment to this proposal. Additional expenses will not be incurred without prior written authorization from the Owner. The categorical rate schedule can be found in Attachment A for this work.

Common Design Considerations

Designs shall be completed with the following considerations:

- Drafting standards will be followed for preparation of the drawings per the individual consultant standards.
- Technical specifications will be consistenet with those of the High Point standards and supplemented with the individual consultant modifications.

Scope Exclusions

In addition to the scope of work delineation provided in Attachment B, the following tasks are not included in the Hazen/DMP scope of work, if desired the city may include them in the Additional Services task if they are required:

- Payment of any advertisement, agency review, and permit application fees
- Geotechnical or SUE Investigations
- Assistance with legal proceedings
- Construction Materials Testing
- Environmental Reports, special mitigation plans

- CWA Individual Permit application
- Specific threatened or endangered species/habitat investigations
- Archaeological or cultural resources surveys will be required by the State Historic Preservation Office (SHPO) or the North Carolina Office of State Archaeology (OSA)

Subconsultants:

- DMP will provide services as described herein on the Riverdale Pump Station.
    - Carolina Ecosystems, Inc. as a subconsultant to DMP for the gravity sewer design.

Fee Schedule

The outlined services shall be provided for the following amounts. All reimburable expenses and subconsultant invoices will be submitted at cost + 10% markup.

Task	Billing Type	Extension
001 – A. Gravity Sewer Design and Bidding Support (DMP) **B. Property Acquisition Assistance (DMP)**	Lump Sum Hourly, NTE	$61,550 $7,500
002 – GS and Force Main Coordination and Transition Box Evaluation	Lump Sum	$17,280
003 – Interconnection to existing FM	Lump Sum	$24,700
004 – Structural Modifications to accommodate expansion	Lump Sum	$18,820
005 – Odor Control System Design	Lump Sum	$23,600
006 – CMAR Support and Coordination	Hourly, NTE	$52,520
007 – Construction Administration		
A. Hazen (All Contracts with CMAR)	Hourly, NTE	$77,880
B. DMP (Gravity Sewer)	Hourly, NTE	$26,800
008 – RPR Services		
A. Hazen (All Contracts with CMAR, not GS)	Hourly, NTE	$70,000
B. DMP (Gravity Sewer)	Hourly, NTE	$128,850
Reimbursable Expenses (Mileage, Reprographics, etc.)		$3,000
Subconsultant Markup (10%)		$22,470
Total		**$534,970**

Thank you very much for the opportunity to submit this scope of work, and please let me know if you would like to discuss this scope further.

Best Regards,

Alan Stone, PE
Vice President

Enclosure
cc: Aaron Babson

Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408

Attachment A

Categorical Rate Sheets

Hazen and Sawyer

Title	Rate per hour	Title	Rate per hour
Vice President	$230	**Principal Engineer/Engineer**	$130
Associate VP	$215	**Operations Specialist**	$125
Senior Associate	$195	**Principal Designer**	$120
Associate	$160	**Assistant Engineer**	$110
Senior Principal Engineer	$135	**Technician**	$50

Job no

Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408

DMP Rate Schedule

Principal	$175.00
Associate	$155.00
Project Manager	$140.00
Senior Engineer / Surveyor	$120.00
Project Engineer / Surveyor	$105.00
Senior Designer/Technician	$100.00
Engineering/Surveying Technician I	$82.00
Engineering/Surveying Technician II	$67.00
Construction Manager	$100.00
Senior Resident Project Representative	$85.00
Resident Project Representative	$72.00
3-Man Surveying Crew	$145.00
Standard Surveying Crew	$120.00
Senior Administrative Assistant	$74.00
Administrative Assistant	$56.00
Travel Mileage	$0.60
Meals and Lodging	At Cost
Reimbursable Expenses	At Cost+15%
SUE Level A • Half day, includes survey location (minimum charge) • Full day, includes survey location	 $ 1,000.00 $ 1,800.00
SUE Level B, Delineation, hourly	$ 50.00
SUE Level B, Ground Penetrating Radar, hourly	$ 105.00
SUE Traffic Control Assistance	At Cost
SUE Select Backfill / Surface Restoration	At Cost

Attachment B

Notes from the Scope Delineation Meeting

Riverdale Pump Station Rehabilitation and Upgrades
Date: 2019-01-17

Delineation of Scope

	Construction		Design			
Tasks	In-Water Services	Bid at Later Date	Hazen/DMP	Wooten	F&N	SME
Emergency Repairs						
Temporary Bulkhead on Influent Pipe						
Design			X			
Installation	X					
Removal	X					
66"x66" Slide Gate on Influent Pipe						
Design			X			
Coordination with supplier	X		X			
Installation	X					
Adapter Plates and Valves at Pump Suctions						
Design			X			
Fabrication and Installation	X					
Wet well Repair						
Evaluation			X			
Repair Design and Recommendation			X			
Coating Installation	X					
Coating Inspection			X			X
Upgrades to Riverdale Pump Station						
Submersible Pump						
Hydraulic Design of Pump to meet capacity needs				X		
Evaluation of the wet well hydraulics considering the submersible, WEMCO pumps, adapter plates with valves and baffle walls required.				X		
Pump Pad						
Design Location, Dimensions and Elevation				X		
Design Structural				X		
Installation		X				
Baffle Walls						
Design Location, Dimensions and Elevation				X		
Design Structural			X	X		
Installation		X				
Interior Discharge Pipe to terminate at the Wall Pipe						
Design Sizing, Location, Material				X		
Design Pipe Supports			X	X		
Design Core and Repair				X		
Installation		X				
Structural Changes to Accommodate the Submersible Pump						
Design			X			
Installation		X				
Odor Control/Foul Air Improvements						
Design			X			

Riverdale Pump Station Rehabilitation and Upgrades
Date: 2019-01-17

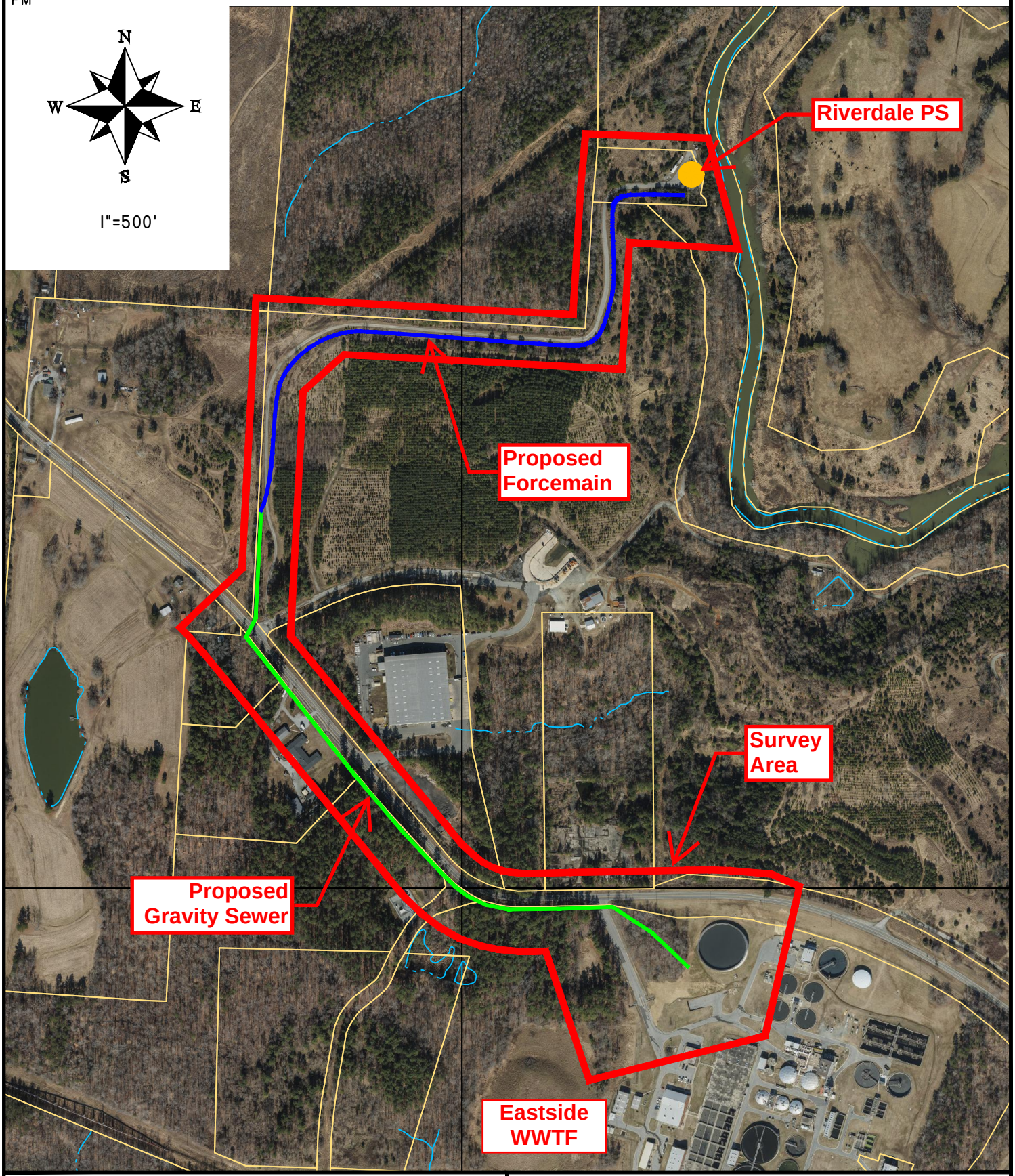
Delineation of Scope

	Construction		Design			
Tasks	In-Water Services	Bid at Later Date	Hazen/DMP	Wooten	F&N	SME
Installation		X				
Electrical Improvements						
Design				X		
Installation		X				
Operation of the Pump Station				X		
Capacity of the Pump Station/Coordination with the State				X		
Force Mains						
Discharge Tie-in to the existing Force Main						
Sizing				X		
Alignment			X			
Check Valves			X			
Isolation Valves			X			
Air Release Valve Size and Location			X			
Tie-in			X			
Insert-a-valve design and coordination			X			
Installation		X				
Secondary 36" Force Main						
Design All components				X		
Flow Meter				X		
Installation		X				
Gravity Sewer Design						
All Design Components			X			
Required Capacity of the Gravity Sewer			X	X	X	
Installation		X				
Coordination for terminal MH, FM tie-in			X	X	X	
Permitting						
Pump Station Improvements with NCDWQ including tie to FM				X		
Secondary Force Main						
NCDWQ				X		
Erosion Control				X		
Gravity Sewer						
NCDWQ			X			
Erosion Control			X			
Coordinate CMAR RFQ and during Design and Construction			X			
Registers Creek Pump Station and Force Main						
All Design Components					X	
Installation		X				

Attachment C

Proposed Piping Layout

DRAWING NAME: P:\PROJECT\HighPoint\dwg\Riverdale_Richland Sewer.dwg – Layout1 – 1/30/2019 12:07 PM



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

CITY OF HIGH POINT, NC
RIVERDALE PUMP STATION UPGRADES

PROJECT AREA

CITY OF HIGH POINT
AGENDA ITEM

Title: Updating Authorized Signatories for City Depositories

From: Eric Olmedo, Managing Director

Meeting Date: March 4, 2019

Advertising Date /

Public Hearing: No

Advertised By: N/A

Attachments: Resolution Authorizing Depository Agreement with Bank of America and the City of High Point;
Resolution Authorizing Depository Agreement with BB&T and the City of High Point; and
Resolution Authorizing Depository Agreement with Wells Fargo and the City of High Point

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PURPOSE:
The Financial Services Department recommends that the City Council update the resolutions for authorizing depository agreements for those active depository and investment institutions to be effective upon adoption.

BACKGROUND:
The authorization of City depositories for operational accounts and investments is required by NC General Statute 159-30. Associated with that law, City Council also authorizes individuals by virtue of their position to deposit and disburse funds in accordance with the City's business.

The attached resolutions update the financial institutions with which the City currently conducts deposit, disbursement and/or investment relationships. Upon adoption, the resolutions will affirm City Manager Greg Demko, Kelly Latham, Assistant Financial Services Director, Heather Forrest, Accounting Manager and Ashley Grindstaff, Accounting Supervisor, and add Bobby Fitzjohn as authorized individuals with whom our banks and financial institutions will do business on behalf of the City of High Point.

BUDGET IMPACT: None.

RECOMMENDATION / ACTIONS REQUESTED:
Council is requested to adopt the series of attached resolutions so that the changes may be communicated, and signature cards made effective upon adoption.

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH BANK OF AMERICA AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of America as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of America is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of America; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of America in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by Bank of America unless otherwise agreed upon by the City of High Point and Bank of America, and by such rules and regulations as Bank of America shall, from time to time, promulgate and establish. It is understood that Bank of America shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of America. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and Bank of America. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as Bank of America shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of America is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of America when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of America is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of America (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and Bank of America is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of America by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish Bank of America a certified copy of this Resolution or such form as the institution may require, and Bank of America is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of America."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

_____
Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

_____
Lisa B. Vierling, CMC
City Clerk

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH BB&T AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate BB&T as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that BB&T is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with BB&T; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with BB&T in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by BB&T unless otherwise agreed upon by the City of High Point and BB&T, and by such rules and regulations as BB&T shall, from time to time, promulgate and establish. It is understood that BB&T shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from BB&T. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and BB&T. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as BB&T shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that BB&T is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on

deposit with BB&T when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that BB&T is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of BB&T (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and BB&T is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with BB&T by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish BB&T a certified copy of this Resolution or such form as the institution may require, and BB&T is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to BB&T."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

_____
Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

_____
Lisa B. Vierling, CMC
City Clerk

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH WELLS FARGO NA AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate WELLS FARGO NA as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that WELLS FARGO NA is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with WELLS FARGO NA; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with WELLS FARGO NA in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by WELLS FARGO NA unless otherwise agreed upon by the City of High Point and WELLS FARGO NA, and by such rules and regulations as WELLS FARGO NA shall, from time to time, promulgate and establish. It is understood that WELLS FARGO NA shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from WELLS FARGO NA. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and WELLS FARGO NA. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as WELLS FARGO NA shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that WELLS FARGO NA is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with WELLS FARGO NA when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that WELLS FARGO NA is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of WELLS FARGO NA (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and WELLS FARGO NA is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with WELLS FARGO NA by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish WELLS FARGO NA a certified copy of this Resolution or such form as the institution may require, and WELLS FARGO NA is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to WELLS FARGO NA."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

_____
Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

_____
Lisa B. Vierling, CMC
City Clerk

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO RECOGNIZE REIMBURSEMENTS FOR POLICE DURING HURRICANE FLORENCE

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

Section 1. The City of High Point is receiving reimbursements for operations during Hurricane Florence.

Section 2. In order to recognize the reimbursements, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That General Fund revenues be amended as follows:

State Government Revenues	$25,167
Local Government Revenues	$10,005

(B) That General Fund expenses:

Police expenditures	$35,172

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 March 4, 2019

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization)	Disaster Number:
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):	
Applicant's Fiscal Year (FY) Start Month: Day:	
Applicant's Federal Employer's Identification Number -	
Applicant's Federal Information Processing Standards (FIPS) Number - -	

PRIMARY AGENT	**SECONDARY AGENT**
Agent's Name	Agent's Name
Organization	Organization
Official Position	Official Position
Mailing Address	Mailing Address
City ,State, Zip	City ,State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	**CERTIFYING OFFICIAL**
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ **Signature:_____**

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

CITY OF HIGH POINT
AGENDA ITEM

Title: Riverdale Pump Station Capital Project Ordinance

From: Eric Olmedo, Managing Director

Public Hearing: N/A

Attachments: Capital Project Ordinance

Meeting Date: March 4, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A capital project ordinance is needed to appropriate funds for the expansion upgrade project for the Riverdale Pump Station.

BACKGROUND:
The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Staton from areas located on the north side of the city. This is the city's largest pump station. The expansion of the Riverdale Pump Station will include a 10 MGD submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment Plant. Funds are needed for this project and will be included in the Series 2019 Revenue Bond.

BUDGET IMPACT:
Funding in the amount of $9,000,000 will be provided by the Series 2019 Revenue Bond sale. This amount will provide the necessary budget for the contract as well as contingency for unforeseen issues during construction.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the capital project ordinance in the amount of $9,000,000.

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
RIVERDALE PUMP STATION PROJECT

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

Section 1. The Project is the expansion project at Riverdale Pump Station. The Project will serve the citizens and water and sewer customers of the City of High Point. The Project will be paid by proceeds from water and sewer revenue bonds.

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

Revenue Bond Proceeds	$ 9,000,000

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

Infrastructure Improvements	$ 9,000,000

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

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

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract Award 2018-007 Oak Hollow Marina and Sailboat PointAccessibility Enhancements (Bid 28-013119)

From: Keith Pugh, Engineering Services
Lee Tillery, Parks and Recreation

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: December 21, 2018
Advertised By: Purchasing Division

Attachments: Vicinity Maps
Bid Tabulation

PURPOSE:

The Parks and Recreation Department and the Engineering Services Department ask City Council to award contract 2018-007 for Oak Hollow Marina and Sailboat Point Accessibility Enhancements to Hodgin Construction, Inc.

BACKGROUND:

On January 31, 2019 the City of High Point received bids for Contract ENG-2018-007. We received five responsive bids with the lowest being Hodgin Construction Company.

The availability date of this contract is immediately upon execution of the contract documents. The completion time for the contract work is 150 consecutive calendar days from contract execution.

The purpose of this contract is to make accessibility improvements at Oak Hollow Marina and at Sailboat Point. Both locations will receive new handicap accessible docks and parking area accessibility improvements. The work will involve new sidewalks, new curb ramps, additional handicap signage, removal of the existing dock at Sailboat Point, construction of three new docks at Sailboat Point and an ADA Transfer Platform dock at Oak Hollow Marina. This work is being done through a Connect NC Bond Grant (2017 CNC 07) with 25% matching funds from the city.

The engineer's estimate for the work is $241,000.

BUDGET IMPACT:

Funding is available through budgeted match funds and those identified in accompanying budget amendment.

RECOMMENDATION / ACTION REQUESTED:

Parks and Recreation and Engineering Services recommends that CityCouncil to approve this contract award to Hodgin Construction as the lowest responsive bidder at the bid amount of $284,271.53.

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: February 18, 2019

BID NO.: 28-013119 CONTRACT NO.: ENG2018-007 DATE OPENED: Jan 31, 2019

DESCRIPTION:

Accessibility enhancements for Parks and Recreation at Sailboat Point and Oak Hollow Marina.

PURPOSE:

Provide improved ADA access to Marina and Sailboat Point using Connect NC Bond Program funds (80/20) match available through the state. In addition to site improvements: the existing dock at Sailboat Point will be replaced with three new floating docks; an ADA Transfer Platform will be built at the Marina.

COMMENTS:

We received 5 bids for the work ranging from the lowest responsive bidder at $284,271.52 to the highest bid of $499,212.00

RECOMMEND AWARD TO: Hodgin Construction AMOUNT: $284,271.52

JUSTIFICATION:

The work will greatly improve ADA compliant access to both facilities.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301410	527101	301182201705	53050	$284,271.52
TOTAL BUDGETED AMOUNT				$284,271.52

DEPARTMENT HEAD: B. Keith Pugh, PE, PWLF Digitally signed by B. Keith Pugh, PE, PWLF Date: 2019.02.07 13:49:27 -05'00' DATE: Feb 7, 2019

The Purchasing Division concurs with recommendation submitted by the Engineering Services and recommends award to the lowest responsible, responsive bidder Hodgin Construction in the amount of $ 284,271.52.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2019.02.07 15:55:59 -05'00' DATE: Feb 7, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn DN: cn=Bobby Fitzjohn, o=City of High Point, ou=Financial Services, email=bobby.fitzjohn@highpointnc.gov, c=US Date: 2019.03.14 13:37:36 -04'00' DATE: Mar 14, 2019

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2019.03.14 13:43:01 -04'00' DATE: Mar 14, 2019

Bid Tabulation

City of High Point, North Carolina
Oak Hollow Marina and Sailboat Point Accessibility Enhancements
Bid 28-013119 / Thursday, 1/31/19 2:00 PM

Contractor	Addendum	Bid Bond	Proposal Form	MWBE Forms	Total Bid
ASJ Wilson Construction LLC	Yes	Yes	Yes	Yes	$388,011.85
S&S Building and Development LLC	Yes	Yes	Yes	Yes	$413,825.00
Yates Construction Company, Inc.	Yes	Yes	Yes	Yes	$499,212.00
Hodgin Construction Company	Yes	Yes	Yes	Yes	**$284,271.53**
DreamBuilt Construction Inc.	Yes	Yes	Yes	Yes	$345,730.00

North Carolina
Connect North Carolina Bond (CNCB) Grant

Parks and Recreation Authority Members

Neal Lewis, Chair

Ann Babcock

Lydia Boesch

Chad Brown

Vinnie Goel

Lewis Ledford

Cynthia Tart

Lisa Wolff

Edward W. Wood

May 5, 2017

Mr. Lee Tillery
City of High Point
136 Northpoint Ave
High Point, NC 27262

Dear Mr. Tillery,

Enclosed is a fully executed copy of Connect NC Bond contract number 2017--07 between the city and the Department of Natural and Cultural Resources for Connect NC Bond grant project titled Oak Hallow Marina and Sailboat Point Accessibility Enhancements. The city will have three years to complete the project. The three-year contract period is May 1, 2017 to April 30, 2020.

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, as indicated on page 2 of the contract document. Please include the contract number on each invoice submitted.

Connect NC Bond grants are paid on a reimbursement basis. A local government must spend its own funds towards completing the project, and then it will be reimbursed for up to 80 percent of the expenses. Please submit invoices for only the items contained within the costs estimates attached to the contract.

If you have any questions about your project, please call me at (919) 733-9303.

Sincerely,

Marcia Lieber

Marcia Lieber
Community Specialist,
Division of Parks and Recreation

Enclosure

Cc Project file

incurred in the performance of work under this Contract. Invoices may be submitted to the Contract Administrator quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the Contract period or Contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond a five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the Contract and CONNECT NC BOND project to which they are applicable. The State Auditor and the Department's Internal Auditors shall have access to persons and records as a result of all Contracts and Grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7. The final payment will be made Net 30 days after inspection by the Department's Contract Administrator.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without written approval of the Department. When one of the conditions in the Contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the Contract period, the Grantee must submit in writing a request to the Department for approval. Thus Contract shall not be amended orally or by performance but only through a written amendment duly executed by the Parties.

2. The Grantee shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual Contractual relationship with the Department.

3. In the event the Grantee subcontracts for any or all of the services covered by the Contract:

    a. The Grantee is not relieved of any of the duties and responsibilities provided in this Contract;
    b. The contractor shall be responsible for all Subcontractor activities including adherence by Subcontractors for all requirements of this Contract;
    c. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
    d. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.

5. The Grantee shall not substitute key personnel assigned to the performance of this Contract without prior approval by the Department's Contract Administrator. Lee Tillery is designated by the Grantee as key personnel for purposes of this Contract. The Department designates Marcia Lieber, CONNECT NC BOND as the Contract Administrator for the Contract. Either party may designate a different Contract Administrator upon written notice to the other party.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Marcia Lieber, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone: 919-707-9303 Email: marcia.lieber@ncparks.gov	City of High Point Attention: Mr. Lee Tillery Address:136 Northpoint Ave. High Point, NC 27262 Telephone: 336-883-3473 Email: lee.tillery@highpointnc.gov

BOND administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in CONNECT NC BOND, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §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 (Contractor) 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.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the Parties.

City of High Point	William S Bencini
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
William S. Bencini, Jr.	Mayor
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of Guilford

On this 18th day of April, 2017, William S. Bencini, Jr.

personally appeared before me the said named Mayor, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: 1/18, 2020.

Cynthia C Duncan-Smith
Signature of Notary Public

(Seal Here)

CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC

North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By:

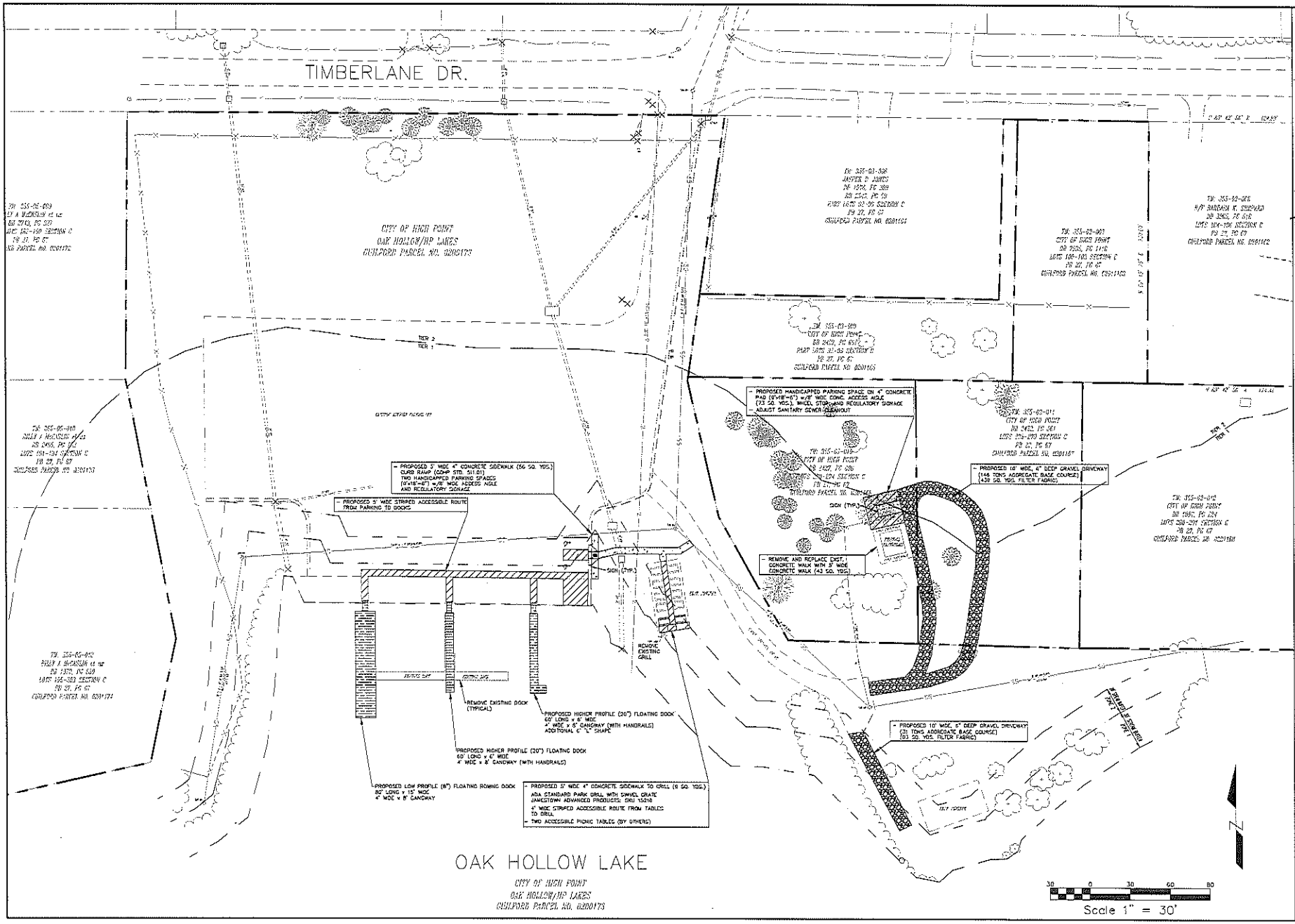
Department Head or Authorized Agent
for Secretary Susi H. Hamilton

DIRECTOR, NC DIVISION OF PARKS AND RECREATION
Title

Project Costs
Oak Hollow Marina and Sailboat Point Accessibility Enhancements
City of High Point
December 2016

Site #1 - Oak Hollow Marina

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	**Unit**	**Unit Cost**	**Total Item Cost**
Building and/or Renovating Costs			
Playground (ground level structure add-ons, wheelchair accessible swings, accessible surfacing)	Lump Sum	$75,150	$75,150
Accessible dock (ADA 16' x 26' dock with 3' x 12' slip and aluminum gangway with transition lip)	Lump Sum	$46,250	$46,250
General project elements (mobilization, erosion control, earthwork and grading, new handicap ramp and truncated dome mat)	Lump Sum	$21,214	$21,214
Accessible Routes (Concrete sidewalks and bump outs, from 4' – 10' feet wide for 618 square yards @ $25 / square yard; 4" aggregate base course)	Lump Sum	$20,245	$20,245
Costs to Develop the Project			$162,859
Planning Costs			
Construction management, site planning, preliminary design, or the cost of preparing the application (not to exceed 15% of the cost of the project)	8%		$13,028
Contingency for the Cost of Building / Renovating			
Contingency (not to exceed 5% of the cost to develop the project)	5%		$8,794
Total Project Cost			$184,681
Total CNCB Grant Request			$138,511
Total Local Match			$46,170



CITY OF HIGH POINT
ENGINEERING SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, NC 27261
TELEPHONE (336) 883-3104
FAX (336) 883-4115

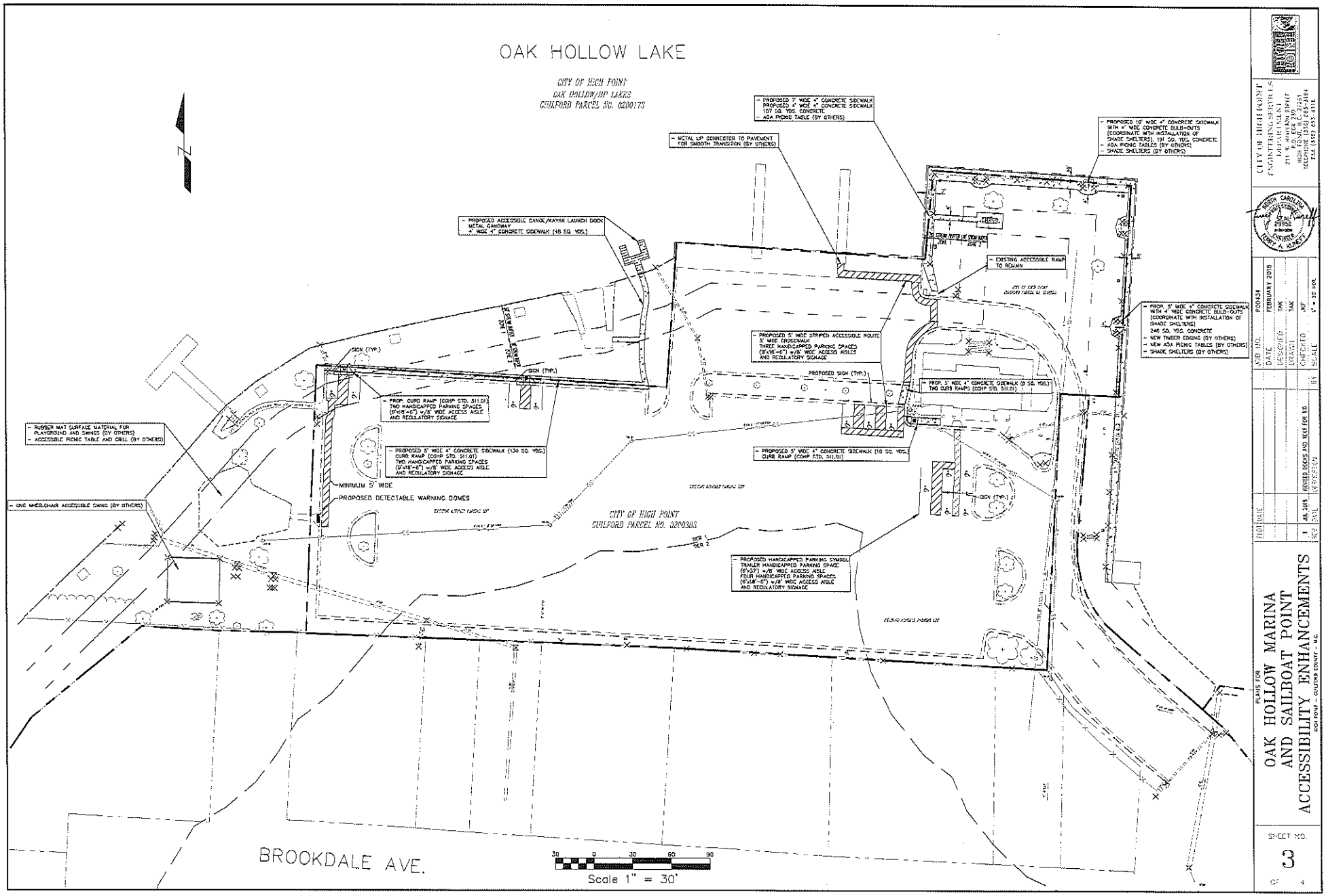
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 20953 TERRY A. KINCER

JOB NO.	P20AUA
DATE	FEBRUARY 2018
DESIGNED	TAK
DRAWN	TAK
CHECKED	MF
SCALE	1" = 30' HOR.

NO.	DATE	REVISION	BY
1	MAY 2018	REVISED DOCKS AND TEXT FOR BID	TAK

PLANS FOR
OAK HOLLOW MARINA AND SAILBOAT POINT ACCESSIBILITY ENHANCEMENTS
HIGH POINT - GUILFORD COUNTY - N.C.

SHEET NO.
2
OF 4


OAK HOLLOW LAKE
CITY OF HIGH POINT
OAK HOLLOW/HP LAKES
GUILFORD PARCEL NO. 0200175
N
- PROPOSED 3' WIDE 4" CONCRETE SIDEWALK
PROPOSED 4' WIDE 4" CONCRETE SIDEWALK
107 SQ. YDS. CONCRETE
- ADA PICNIC TABLE (BY OTHERS)
- METAL L/P CONNECTOR TO PAVEMENT FOR SMOOTH TRANSITION (BY OTHERS)
- PROPOSED 10' WIDE 4" CONCRETE SIDEWALK WITH 4' WIDE CONCRETE BULB-OUTS (COORDINATE WITH INSTALLATION OF SHADE SHELTERS), 191 SQ. YDS. CONCRETE
- ADA PICNIC TABLES (BY OTHERS)
- SHADE SHELTERS (BY OTHERS)
- PROPOSED ACCESSIBLE CANOE/KAYAK LAUNCH DOCK METAL GANGWAY 4' WIDE 4" CONCRETE SIDEWALK (48 SQ. YDS.)
- EXISTING ACCESSIBLE RAMP TO REMAIN
- PROP. 5' WIDE 4" CONCRETE SIDEWALK WITH 4' WIDE CONCRETE BULB-OUTS (COORDINATE WITH INSTALLATION OF SHADE SHELTERS)
246 SQ. YDS. CONCRETE
- NEW TIMBER EDGING (BY OTHERS)
- NEW ADA PICNIC TABLES (BY OTHERS)
- SHADE SHELTERS (BY OTHERS)
- PROPOSED 5' WIDE STRIPED ACCESSIBLE ROUTE
5' WIDE CROSSWALK
THREE HANDICAPPED PARKING SPACES (8'x16'-0") w/8' WIDE ACCESS AISLES AND REGULATORY SIGNAGE
SIGN (TYP.)
PROPOSED SIGN (TYP.)
- PROP. 5' WIDE 4" CONCRETE SIDEWALK (9 SQ. YDS.) TWO CURB RAMPS (CDHP STD. 511.01)
- PROP. CURB RAMP (CDHP STD. 511.01) TWO HANDICAPPED PARKING SPACES (8'x18'-0") w/8' WIDE ACCESS AISLE AND REGULATORY SIGNAGE
- RUBBER MAT SURFACE MATERIAL FOR PLAYGROUND AND SWINGS (BY OTHERS)
- ACCESSIBLE PICNIC TABLE AND GRILL (BY OTHERS)
- PROPOSED 5' WIDE 4" CONCRETE SIDEWALK (130 SQ. YDS.) CURB RAMP (CDHP STD. 511.01) TWO HANDICAPPED PARKING SPACES (8'x18'-0") w/8' WIDE ACCESS AISLE AND REGULATORY SIGNAGE
- PROPOSED 5' WIDE 4" CONCRETE SIDEWALK (10 SQ. YDS.) CURB RAMP (CDHP STD. 511.01)
MINIMUM 5' WIDE
PROPOSED DETECTABLE WARNING DOMES
- ONE WHEELCHAIR ACCESSIBLE SWING (BY OTHERS)
CITY OF HIGH POINT
GUILFORD PARCEL NO. 0200305
- PROPOSED HANDICAPPED PARKING SYMBOL TRAILER HANDICAPPED PARKING SPACE (8'x32') w/8' WIDE ACCESS AISLE
FOUR HANDICAPPED PARKING SPACES (8'x18'-0") w/8' WIDE ACCESS AISLE AND REGULATORY SIGNAGE
BROOKDALE AVE.
30 0 30 60 90
Scale 1" = 30'
CITY OF HIGH POINT
ENGINEERING SERVICES
PARKS ENGINEERING
211 PEDDINCOTT AVENUE
HIGH POINT, NC 27261
P.O. BOX 230
HIGH POINT, NC 27261
TELEPHONE (336) 883-3486
FAX (336) 883-4116
NORTH CAROLINA
PROFESSIONAL ENGINEER
SEAL
029558
TERRY A. MCNEELY
JOB NO. P00434
DATE FEBRUARY 2018
DESIGNED TAK
DRAWN TAK
CHECKED JMF
SCALE 1" = 30' HOR.
NO. DATE REVISED DOCKS AND TENT FOR BID BY
1 JUL 2018 REVISED DOCKS AND TENT FOR BID TAK
PLANS FOR
OAK HOLLOW MARINA
AND SAILBOAT POINT
ACCESSIBILITY ENHANCEMENTS
HIGH POINT - GUILFORD COUNTY, N.C.
SHEET NO.
3

CITY OF HIGH POINT
AGENDA ITEM

Title: Riverdale Pump Station Expansion Design- The Wooten Company

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: March 4, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: On-Call

Attachments: Proposal
Scope of Services

PURPOSE:
To expand the capacity of the Riverdale Lift Station while an emergency bypass is in place to repair the station from flooding that occurred during Hurricane Florence.

BACKGROUND:
The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. While still under the emergency bypass, the Public Services is expanding the Riverdale Lift Station. The expansion will will include a 10 MGD submersible pump and a second force main that will discharge to the Eastside Wastewater Treatment Plant.

BUDGET IMPACT:
Funds for this project are available in the 2018-2019 Budget.

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department recommends approval and asks for the Council to award the professional engineering services to The Wooten Company in the amount of $170,000.

THE WOOTEN COMPANY

February 16, 2019

Mr. Terry L. Houk
Director of Public Services
City of High Point
P. O. Box 230
High Point, NC 27261

RE: Riverdale Pump Station Expansion Proposal

Dear Terry:

This proposal is for the design of the expansion of the Riverdale Sewer Pump Station. The Design includes a 10 MGD submersible pump and second force main to expand the Riverdale Sewer Pump Station from 20 mgd to 30 mgd. Our services are further described in the attached Proposal which includes scope of services, schedule and estimated fees.

If everything is satisfactory, please provide an Agreement form for us to execute. Feel free to contact our office if you have questions.

Regards,
THE WOOTEN COMPANY

W. Brian Johnson, PE
Vice President

300 S. Main Street,
Lower Level
Winston-Salem, NC 27101

336.722.5326
Fax 336.722.5329

THE
WOOTEN
COMPANY

CITY OF HIGH POINT
RIVERDALE PUMP STATION EXPANSION
SCOPE OF SERVICES
PROPOSAL

February 15, 2019

Project Description:

The Project includes:

- Design of a 10 mgd submersible pump to be installed in the wet well
- Electrical service for the pump and backup generation
- Connection to the existing SCADA system for pump operation
- Coordination with Hazen and DMP for structural needs and connecting the submersible pump to the existing force main
- Wet Well improvements necessary for proper operation of the submersible pump
- Design of approximately 2,800 LF of new 36-inch diameter force main from the Riverdale Pump Station along the access road to the high point where it will connect to a gravity line being designed by Hazen and DMP
- Design meter for installation on new force main

Scope of Services added to the project to be provided by Engineer:

DESIGN SERVICES

Phase 1 Pump Design:

- Design 10 MGD submersible pump for conditions of pumping through existing 36" force main with and without the existing pumps running.
- Provide a technical specification for the pump and controls for the City to use in procuring the submersible pump.
- Subcontract with Clemson Engineering Hydraulics, Inc for an analysis of the wet well with the submersible pump installed and existing and future (40 MGD) capacity. Results will provide location of the pump and possible baffling in the wet well
- Provide a design of modifications to the wet well for the pump base, rails, grout fill, baffling, discharge pipe and supports.
- Provide 1 sheet showing the plan and section drawing of wet well improvements and pump installation
- Provide electrical design for power and control of the submersible pump and connection to the SCADA system for pump operation
- Provide design for backup power for the submersible pump and coordinate with the existing backup power system
- Submit for fast track permit to DWQ and respond to comments if received
- Attend design team coordination meetings (assume 4 meetings)
- Coordinate with Hazen on the project scope and schedule

300 S. Main Street,
Lower Level
Winston-Salem, NC 27101

336.722.5326
Fax 336.722.5329

THE WOOTEN COMPANY

Phase 2 Force Main Design:

- Provide design of approximately 2,800 linear feet of 36-inch force main along access road including plan and profile sheets at 1:40 scale. Review option for above ground installation verses below ground installation. Survey data will be provided by DMP
- Design a meter to be installed on the force main near the connection point at the station and tie data output to SCADA system
- Attend design team coordination meetings (assume 4 meetings)

Estimated Fee: $170,000 (based on hourly rates using attached sheet and expenses plus 10% multiplier)

Schedule:

Pump design – January 2019 – April 2019
Wet Well model by Feb 6
Pump Spec by Feb 4
Wet Well Improvements by Feb 22
Electrical Design by Feb 28
Coordination with Structural and Force Main connection by March 15
Review and permitting by April 19
Force Main Design – March 2019 – Sept 2019
Coordinate with Survey by Feb 8
Initial layout by May 31
Final Drawings by July 26
Permitting by Sept 27

Scope of Services to be provided by the Owner (City):

1) Designate a person to act as the Owner's representative with respect to the work to be performed under the Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the Owner policies.
2) Provide such legal accounting and insurance counseling services as may be required for the project and such auditing services as the Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
3) Pay all permit and application fees required for the project approval and construction.
4) Assist the Engineer by placing at his disposal all available information pertinent to the projects as may be required by the Engineer.
5) Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required to perform his services.
6) Examine all sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtaining advice of an attorney,

300 S. Main Street,
Lower Level
Winston-Salem, NC 27101

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insurance counselor, and other consultants as the Owner deems appropriate for such examination.

7) Provide frequent observation of the project in order to apprise the Engineer of specific matters relating to the project that would foster good relations among all parties involved as well as to allow work to progress in an orderly manner.

8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or changed circumstances.

9) Furnish the Engineer in a timely manner with copies of pertinent correspondence relating to the project which would not otherwise have been delivered to the Engineer.

10) Bear all cost of incidentals for the compliance with the requirements of this article.

300 S. Main Street,
Lower Level
Winston-Salem, NC 27101

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Fax 336.722.5329

The City Council of the City of High Point, North Carolina met in 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 5:30 p.m. on March 4, 2019.

Present: Mayor Jay W. Wagner, presiding, and Council Members: Mayor Pro Tem Jason Ewing, Wesley Hudson, Monica Peters, Britt Moore, Chris Williams, Jefferey Golden, Donald Scarborough, Victor Jones

Absent: None

Also Present: Greg Demko, City Manager; JoAnne Carlyle, City Attorney; and Lisa Vierling, City Clerk

* * * * * *

Council Member Britt Moore introduced the following resolution the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION ACCEPTING THE PROPOSAL OF BANC OF AMERICA PUBLIC CAPITAL CORP IN CONNECTION WITH AN INSTALLMENT FINANCING FOR VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT

WHEREAS, the City of High Point, North Carolina (the "City") intends to enter into an installment financing agreement pursuant to Section 160A-20 of the General Statutes of North Carolina for the purpose of financing the cost of various firetrucks, vehicles and public safety communications equipment (collectively, the "Equipment"); and

WHEREAS, the City has solicited proposals from various financial institutions to provide the financing for the Equipment; and

WHEREAS, upon careful review and consideration of the proposals submitted by such financial institutions to provide such financing, the City desires to accept the proposal of Banc of America Public Capital Corp or any affiliate thereof (the "Lender");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point, North Carolina (the "City Council") as follows:

1. The proposal of the Lender to provide financing through an installment financing agreement in a principal amount not to exceed $7,000,000 for the purpose of providing funds, together with any other available funds, to pay the cost of the Equipment and related financing costs is hereby accepted, subject to further approval of the particular documentation related thereto by the City Council.

2. The City Manager, the Financial Services Director and the Budget and Administrative Director of the City are each hereby authorized and directed to execute and deliver such documentation as may be necessary to accept the proposal of the Lender. All actions heretofore taken by such officers in connection with the solicitation of proposals and acceptance of the winning proposal is hereby ratified and confirmed.

3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member Moore, seconded by Council Member Ewing, the foregoing resolution was adopted by the following vote:

Ayes: Mayor Jay W. Wagner, and Council Members: Mayor Pro Tem Jason Ewing, Wesley Hudson, Monica Peters, Britt Moore, Chris Williams, Jefferey Golden, Donald Scarborough, Victor Jones

Noes: None

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT

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

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

(a) There exists in the City a need to finance the cost of various fire trucks, vehicles and public safety communications equipment (collectively, the "Equipment").

(b) After due consideration, the City has determined to enter into an installment financing agreement (the "Agreement") in an aggregate principal amount not to exceed $7,000,000 to provide funds, together with any other available funds, to (i) pay the cost of the Equipment and (ii) pay certain financing costs in connection therewith.

(c) The City intends to enter into the Agreement with Banc of America Public Capital Corp (the "Lender"), pursuant to which the Lender will advance to the City amounts sufficient, together with any other available funds, to pay the costs of the Equipment, together with associated financing costs, and the City will repay the advancement in installments, with interest (the "Installment Payments").

(d) In order to secure its obligations under the Agreement, the City will execute and deliver a security agreement (the "Security Agreement") granting a security interest in all or a portion of the Equipment.

(e) It is in the best interests of the City to enter into the Agreement and the Security Agreement in that such transaction will result in providing financing for the Equipment in an efficient and cost-effective manner.

(f) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the financing of the Equipment without an election; (ii) the nature of the Equipment does not allow for the issuance of revenue bonds to finance the costs of the Equipment; (iii) the costs of the Equipment exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to commence acquisition of the Equipment as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the commencement of acquisition of the Equipment by several months; and (v) there can be no assurances that the Equipment would be approved by the voters and the necessity of such Equipment dictates that the Equipment be financed by a method that assures that such Equipment will be acquired in an expedient manner.

(g) It has been determined by the City Council that the financing of the Equipment through the Agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the City Council.

(h) Counsel to the City will render an opinion to the effect that the proposed Agreement is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(i) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(j) No tax rate increase is expected to be necessary to pay the Installment Payments under the Agreement.

Section 2. The City Council hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve the Agreement and the proposed financing in connection therewith.

Section 3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member Moore, seconded by Council Member Ewing, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS FIRE TRUCKS, VEHICLES AND PUBLIC SAFETY COMMUNICATIONS EQUIPMENT FOR THE CITY OF HIGH POINT, NORTH CAROLINA PURSUANT TO AN INSTALLMENT FINANCING AGREEMENT AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT" was adopted by the following vote:

Ayes: Mayor Jay W. Wagner, and Council Members: Mayor Pro Tem Jason Ewing, Wesley Hudson, Monica Peters, Britt Moore, Chris Williams, Jefferey Golden, Donald Scarborough, Victor Jones

Noes: None

* * * * * *

I, Lisa B. Vierling, MMC, 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 March 4, 2019, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said City Council.

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

WITNESS my hand and official seal of said City this 4th day of March, 2019.

SEAL

City Clerk

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH WELLS FARGO NA AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate WELLS FARGO NA as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that WELLS FARGO NA is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with WELLS FARGO NA; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with WELLS FARGO NA in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by WELLS FARGO NA unless otherwise agreed upon by the City of High Point and WELLS FARGO NA, and by such rules and regulations as WELLS FARGO NA shall, from time to time, promulgate and establish. It is understood that WELLS FARGO NA shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from WELLS FARGO NA. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and WELLS FARGO NA. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as WELLS FARGO NA shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that WELLS FARGO NA is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with WELLS FARGO NA when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that WELLS FARGO NA is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of WELLS FARGO NA (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and WELLS FARGO NA is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with WELLS FARGO NA by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish WELLS FARGO NA a certified copy of this Resolution or such form as the institution may require, and WELLS FARGO NA is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to WELLS FARGO NA."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

Lisa B. Vierling, CMC
City Clerk

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH BANK OF AMERICA AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of America as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of America is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of America; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of America in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by Bank of America unless otherwise agreed upon by the City of High Point and Bank of America, and by such rules and regulations as Bank of America shall, from time to time, promulgate and establish. It is understood that Bank of America shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of America. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and Bank of America. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as Bank of America shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of America is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of America when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of America is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of America (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and Bank of America is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of America by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish Bank of America a certified copy of this Resolution or such form as the institution may require, and Bank of America is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of America."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

Lisa B. Vierling, CMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for Additional Funds for Oak Hollow Marina Accessibility Enhancements

From: Eric Olmedo, Budget Director

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: March 4, 2019
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A Budget Amendment is needed to appropriate additional funds for Oak Hollow Marina and Sailboat Point Accessibility Enhancements.

BACKGROUND:
On January 31, 2019 the City of High Point received bids for Contract ENG-2018-007. We received five responsive bids, with the low bid being from Hodgin Construction Company for $ 284,271.52.

The purpose of this contract is to make accessibility improvements at Oak Hollow Marina and at Sailboat Point. Both locations will receive new handicap accessible docks and parking area accessibility improvements. The work will involve new sidewalk, new curb ramps, additional handicap signage, removal of the existing dock at Sailboat Point, construction of three new docks at Sailboat Point and an ADA Transfer Platform dock at Oak Hollow Marina. This work is being done through a Connect NC Bond Grant (2017 CNC 07) with 20% matching funds from the city as well as additional costs related to engineering and printing. The engineer's estimate for the work is $241,000. Not included in this bid is an accessible playground, which is estimated to cost $80,000.

BUDGET IMPACT:
Funding in the amount of $259,125 is available in the Special Grants Fund. This cost of this bid plus the accessible playground is estimated to be $364,272.

A budget amendment in the amount of $105,147 is needed for the contract and playground. The funds are recommended to be transferred from project reserve funds in the General Fund and from the General Capital Projects Fund to the Special Grants Fund.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR
OAK HOLLOW MARINA AND SAILBOAT POINT ACCESSIBILITY ENHANCEMENTS

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

Section 1. The City of High Point received a grant through the Connect NC Bond. Additional funds are needed to fully fund the project.

Section 2. In order to appropriate these funds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That Special Grants Fund – Transfer from General Capital Projects Fund revenues be amended as follows:

Transfer In	$40,000

(B) That Special Grants Fund – Transfer from General Fund be amended as follows:

Transfer In	$65,147

(C) That Special Grants Fund – Expenditures be amended as follows:

Oak Hollow Marina Accessibility Project	$105,147

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 March 4, 2019

"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH BB&T AND THE CITY OF HIGH POINT

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate BB&T as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with applicable rules and regulations for such an account(s); and,

WHEREAS, the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that BB&T is herewith designated as an authorized depository of the City of High Point as of March 4, 2019m, and that one or more checking and/or other deposit accounts be opened and maintained with BB&T; that any of the following employees, to wit:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts, acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with BB&T in connection with forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such account(s), as amended from time to time by BB&T unless otherwise agreed upon by the City of High Point and BB&T, and by such rules and regulations as BB&T shall, from time to time, promulgate and establish. It is understood that BB&T shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from BB&T. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank or America, as amended from time to time unless otherwise agreed upon by the /city of High Point and BB&T. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards", applications and forms as BB&T shall deem appropriate, from time to time, in connection with the opening and maintaining of such account(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that BB&T is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on

deposit with BB&T when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that BB&T is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of BB&T (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Bobby Fitzjohn, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashely Grindstaff, Accounting Supervisor

and BB&T is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with BB&T by the City Clerk or other officer of the City.

BE IT FURTHER RESONVED, that the City Clerk shall furnish BB&T a certified copy of this Resolution or such form as the institution may require, and BB&T is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to BB&T."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

Witness my hand and the Corporate Seal of
the City of High Point, North Carolina

Jay W. Wagner, Mayor

Adopted by City Council,
This the 4th day of March, 2019.

Lisa B. Vierling, CMC
City Clerk