

City of High Point

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

Meeting Agenda

Monday, August 17, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

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

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE - Council Member Whitley, Chair**

Committee Members - Bencini, Douglas, Alexander

090193**Change Order - Kool Pool Outfall - HDR Engineering**

Council is requested to approve a change order to the HDR Engineering Contract for the Kool Pool Outfall Project in the amount of \$286,947.09.

090194**Condemnation Proceedings - Realignment of Deep River Road**

Council is requested to authorize the City Attorney's office to begin condemnation proceedings on property located at 1942, 1948, 2004 and 2008 Eastchester Drive belonging to Vintage Investment Company (Sherry Vaughn) and Century Income, Inc. (J. Sanders Dallas, Jr.). This property is needed for the Deep River Road realignment project.

090195**Condemnation Proceedings - Northwest Waterline Project - Ballinger Property**

Council is requested to authorize the City Attorney's office to begin condemnation proceedings on property located at 533 Macy Grove Road, Colfax, NC belonging to Jonathan Thomas Ballinger. This property purchase is needed for the Northwest Waterline project.

090196**Condemnation Proceedings - Northwest Waterline Project - Hedgecock Property**

Council is requested to authorize the City Attorney's office to begin condemnation proceedings on property located at 8857 Boylston Road and 3653 Adkins Road, Colfax, NC belonging to Mr. & Mrs. James S. Hedgecock. This property purchase is necessary for the Northwest Waterline project.

090200**Capital Project Ordinance - American Recovery & Reinvestment Funds - Transportation Roadway Improvements**

Council is requested to adopt a capital project ordinance amendment to appropriate funds in the amount of \$2,400,000 from the American Recovery & Reinvestment funds (ARRP) for the following transportation roadway projects:

Burton Avenue Widening & Intersection Improvements - \$450,000
Clinard Farm Road Intersection Improvements - \$50,000
Deep River Road Realignment - \$1,800,000

090197 Resolutions - Municipal Agreements - American Recovery and Reinvestment ACT (ARRA)

Council is requested to authorize the mayor to execute municipal agreements and adopt resolutions for funding in the amount of \$2,400,000.00 from the American Recovery and Reinvestment Act (ARRA) for the following projects:

Burton Avenue Widening & Intersection Improvements - \$450,000

Clinard Farm Road Intersection Improvements - \$150,000

Deep River Realignment - \$1,800,000

090199 Agreement - Odor Control at Eastside WWTP

Council is requested to authorize the Mayor to execute an agreement between the City of High Point, the Town of Jamestown, Sedgefield Sanitary District and the City of Archdale for cost recovery associated with the odor control project at the Eastside Wastewater Treatment Plant.

090207 Contract - Purchase of Aerial Bucket Trucks

Council is requested to approve contract with Piedmont Ford Truck for the purchase of four (4) 55' Aerial Bucket Trucks at price of \$127,600 per the NC State Contract. Total contract price for these trucks is \$510,400.

Pending Items**090050 Revised Economic Incentive Policy**

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

3/5/2009 Committee of the Whole referred

Committee of the Whole

PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

090201 Resolution of Intent - Annexation 09-02 - City of High Point - Penny Road

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 21, 2009 at 5:30 p.m. to consider a contiguous annexation of approximately 2.68 acres owned by the City of High Point. The site is lying along the east side of Penny Road, approximately 560 feet south of East Fork Road (1646 Penny Road).

090202 Resolution of Intent - Street Abandonment 09-16 - City of High Point

Approval of a Resolution of Intent that establishes a public hearing date of September 21, 2009 to consider a request to abandon an unimproved portion of N. Hoskins Street, lying north of Graves Avenue opposite N. Hoskins Street.

090203 Resolution of Intent - Street Abandonment 09-17 - City of High Point

Approval of a Resolution of Intent that establishes a public hearing date of September 21, 2009 to consider a request to abandon an unimproved portion of Fairmont Avenue lying north of Wendell Avenue, approximately 750 feet west of Gordon Street.

090204 Resolution of Intent - Street Abandonment 09-18 - City of High Point

Approval of a Resolution of Intent that establishes a public hearing date of September 21, 2009 to consider a request to abandon an unimproved portion of Arlington Avenue lying north of Wendell Avenue, approximately 300 feet east of Henry Place.

PUBLIC HEARINGS ON ITEMS**090205 Ordinance - Text Amendment 09-08 - City of High Point re Display of Dumpsters and Storage Containers**

A request by the High Point City Council to amend Sections 9-3-1; 9-2-2; 9-5-2; and Table 4-7-1 of the Development Ordinance, modifying the manner in which bulky items are regulated, and pertaining particularly to the display of dumpsters and storage containers.

090206 Ordinance - Text Amendment 09-09 - City of High Point - re Regulating Parking of Cars and the Location of Disabled Vehicles

A request by the High Point City Council to amend Sections 9-5-6(g); 9-5-2(ww); and 9-8-5(d) of the Development Ordinance pertaining to regulating the parking of cars on single-family and two-family residential properties and the location of disabled motor vehicles.

ADJOURNMENT

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



MEMORANDUM

DATE: August 5, 2009
TO: Pat Pate, Asst. City Manager
FROM: W. Chris Thompson, PE, Director *W. Chris Thompson*
SUBJECT: Agenda Item – Kool Pool Outfall Change Order 1

Please place this item on the agenda for the next Council meeting. A change order for a bore on the Kool Pool outfall line is necessary to cross the Plantation Pipeline within the project limits. The original design called for an open cut but the area is totally rock and the option of blasting is not permitted. As such, a bore is the alternate method and will prove much safer as well.

This change order in the amount of \$286,947.09 will be paid from account 421001001305.

A copy of the change order is attached.

Change Order No. 01

Project Name: Kool Pool Outfall Improvements	HDR Project No. 00236-19153-018
Project Owner: City of High Point	Owner's Project No.: 10-091008
	Date of Issuance: July 23, 2009
Project Contractor: Metra Industries, Inc. 50 Muller Place Little Falls, NJ 07424	Date of Contract: November 4, 2008
	Original Contract Price: \$5,876,599.00
	Original Contract Period: 420 days (substantial)/450 days (final)

It is agreed to modify the Contract referred to above as follows:

Item No.	Item and Description of Changes	Contract Price		Contract Time	
		Decrease	Increase	Decrease	Increase
CPR 1	Boring under Plantation Pipeline due to rock (attached)		\$286,947.09		7
Sub-Total			\$286,947.09		7
Difference Net			\$286,947.09		7

Summary: It is agreed to modify the Contract referred to above as follows:

Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$5,876,599.00	420 days/450 days

Net Increase (decrease) in the Contract Price of this Change Order

\$286,947.09

Revised Contract Price with all approved Change Orders

\$6,163,546.09

Revised Contract Time with all approved Change Orders

427 days/457 days

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

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Accepted for Contractor by:

Date

--	--

Recommended for Approval By (HDR Engineering, Inc. of the Carolinas)

Date

--	--	--

Approved for Owner by:

Attest

Date

--	--

Approved: (Other - when required)

Date

Distribution:

☐

Owner

☐

Contractor

☐

Office

☐

Field

☐

Other

Kool Pool Outfall Improvements



Change Proposal Request No. 01 (Not a Change Order)

Project Name: Kool Pool Outfall Improvements	HDR Project No. 00236-19153-018
Project Owner: City of High Point	Owner's Project No. (if
Contractor: Metra Industries, Inc	Regulatory Agency Project No. (if
Att: Robert DePonte	Date: 04/16/09
	Initiated ☒ Engineer ☐ Contractor

Attention:

The following change in the contract on this project is proposed.

- A breakdown of cost **SHALL** be attached.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

Ref sheet 00C-06 attached-Provide bore and casing from STA 52+63 to STA 53+80

Furnish and install app 115 lf of 48" x 0.5" wall steel casing pipe and bore to provide an under-crossing at the Plantation Pipeline gas and fiber optic lines between MH's KP-18 and KP-19.

Contractor will verify that there is more than 24" clearance between the top of the casing pipe and the lowest of the steel gas lines. If less than 24" clearance is found, Contractor will provide a Cathodic protection system as noted on the attached drawings.

Contractor will field verify depths of all Plantation lines prior to submitting costs for this proposal

By: Barry D Rowland 2009.05.27 16:09:04
-04'00'

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the Work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged
by 60 calendar days.

HDR Recommendation:

☒ Recommend Acceptance ☐ Do Not Recommend Acceptance

By: Barry D Rowland
HDR Engineering, Inc. of the Carolinas

6/4/09
Date

This change will: ☒ Add ☐ Deduct ☐ Not Changed
\$ 286,947.09

Rh
General Contractor

6/2/09
Date

Owner's Action:

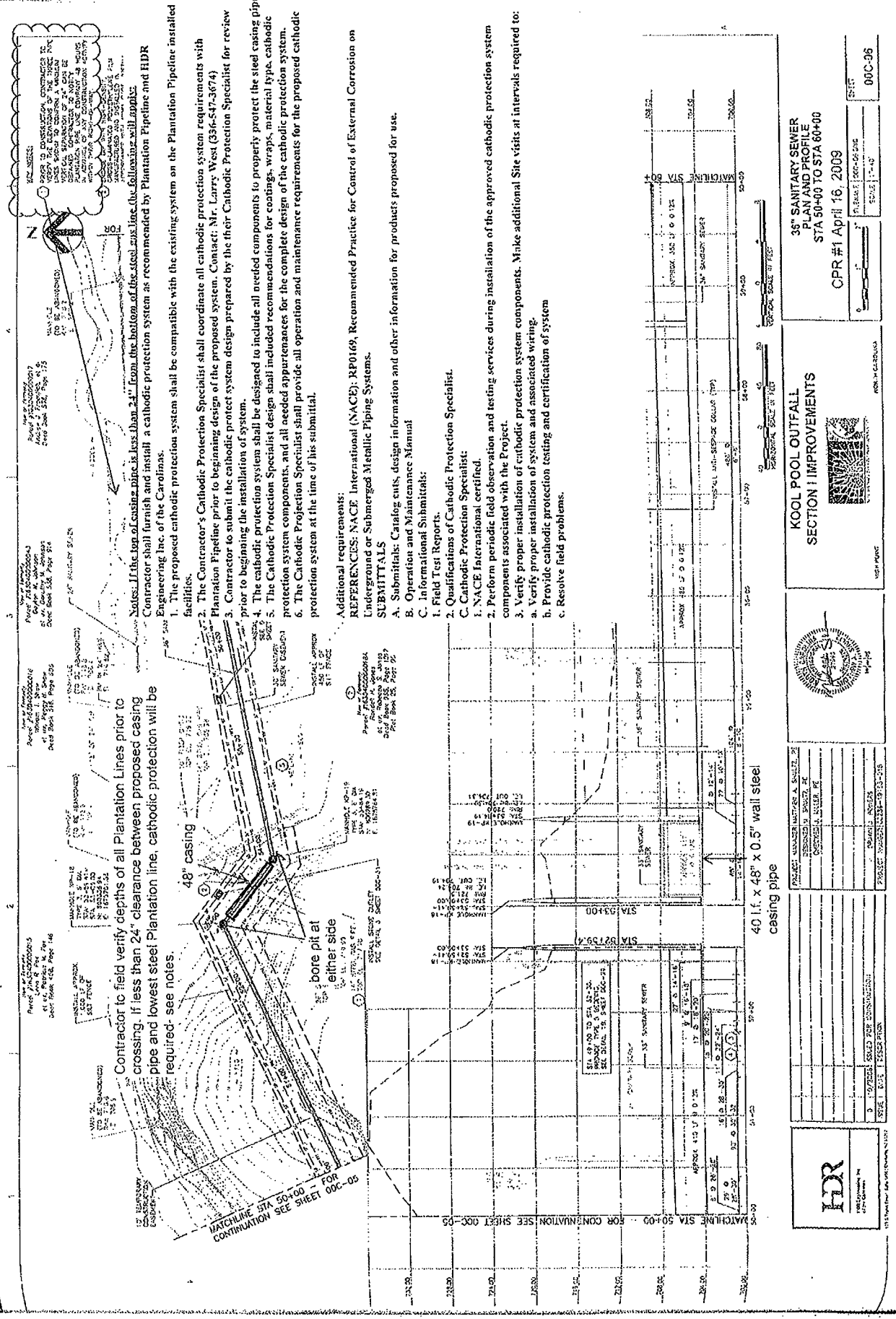
☐ Accepted ☐ Not Accepted

By: _____
Owner

Date

00236-19153-018

City of High Point
Kool Pool Outfall Improvements



Notes: If the top of casing pipe is less than 24" from the bottom of the steel box, the following will apply:
Contractor shall furnish and install a cathodic protection system as recommended by Plantation Pipeline and HDR Engineering Inc. of the Carolinas.

1. The proposed cathodic protection system shall be compatible with the existing system on the Plantation Pipeline installed facilities.
2. The Contractor's Cathodic Protection Specialist shall coordinate all cathodic protection system requirements with Plantation Pipeline prior to beginning design of the proposed system. Contact: Mr. Larry West (336-547-3674)
3. Contractor to submit the cathodic protect system design prepared by the their Cathodic Protection Specialist for review prior to beginning the installation of system.
4. The cathodic protection system shall be designed to include all needed components to properly protect the steel casing pipe.
5. The Cathodic Protection Specialist design shall include recommendations for coatings, wraps, material type, cathodic protection system components, and all needed appurtenances for the complete design of the cathodic protection system.
6. The Cathodic Protection Specialist shall provide all operation and maintenance requirements for the proposed cathodic protection system at the time of his submittal.

Additional requirements:
REFERENCES: NACE International (NACE): RP0169, Recommended Practice for Control of External Corrosion on Underground or Submerged Metallic Piping Systems.

SUBMITTALS

- A. Submittals: Catalog cuts, design information and other information for products proposed for use.
- B. Operation and Maintenance Manual
- C. Informational Submittals:
 1. Field Test Reports.
 2. Qualifications of Cathodic Protection Specialist.
 3. NACE International Specialist.
 4. NACE International Certified.
 5. Perform periodic field observation and testing services during installation of the approved cathodic protection system components associated with the Project.
 6. Verify proper installation of cathodic protection system components. Make additional Site visits at intervals required to:
 - a. Verify proper installation of system and associated wiring.
 - b. Provide cathodic protection testing and certification of system
 - c. Resolve field problems.

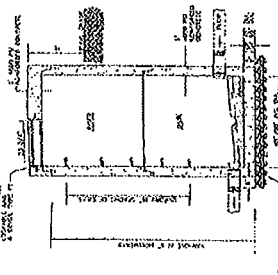
35" SANITARY SEWER
PLAN AND PROFILE
STA 50+00 TO STA 60+00
CPR #1 April 16, 2009

SECTION / IMPROVEMENTS

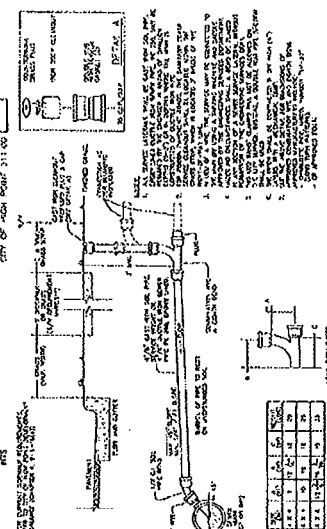
DESIGNED BY: MATTIE A. SMITH, PE
CHECKED BY: JAMES E. SMITH, PE
DATE: 11/05/08
PROJECT: 15000000000000000000

SCALE: 1" = 40'

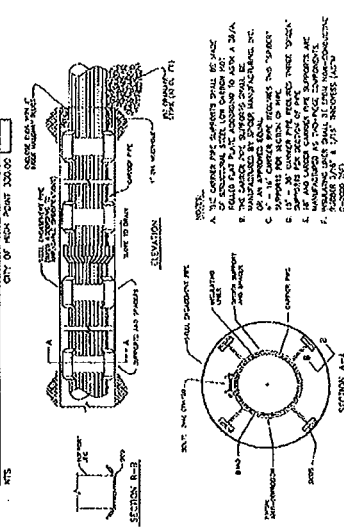
00C-06



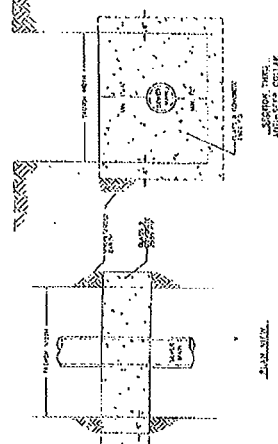
NON-VENTED OUTFALL MANHOLE
 CITY OF HIGH POINT 311.00



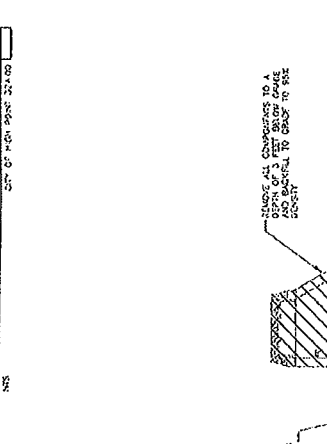
SANITARY SEWER SERVICE (NEW)
 CITY OF HIGH POINT 330.00



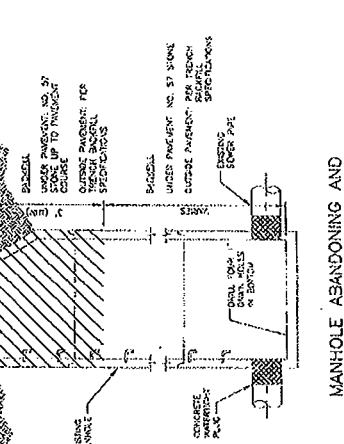
SPIDER SUPPORT
 CITY OF HIGH POINT 23.00



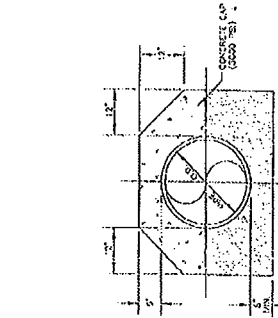
ANTI-SEEP PIPE COLLAR
 CITY OF HIGH POINT 22.00



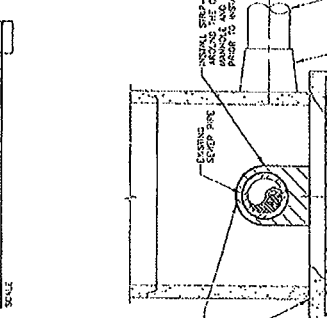
**MANHOLE ABANDONING AND
 SEWER PIPE PLUGGING DETAIL**
 CITY OF HIGH POINT 23.00



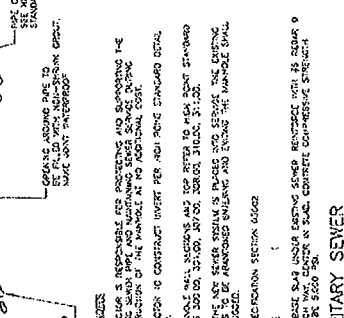
COOL POOL OUTFALL
 CITY OF HIGH POINT 23.00



CONCRETE CAP DETAIL
 CITY OF HIGH POINT 23.00



DOGHOUSE MANHOLE DETAIL
 CITY OF HIGH POINT 23.00



SANITARY SEWER DETAILS
 CITY OF HIGH POINT 23.00

HDR
 HANCOCK DESIGN & ENGINEERING, INC.
 10000 W. 10TH AVE.
 SUITE 100
 DENVER, CO 80231
 (303) 751-1000
 FAX (303) 751-1001
 WWW.HDR-INC.COM

PROJECT: 10000 W. 10TH AVE. - 10000 W. 10TH AVE.

DATE: 10/20/2008

ISSUED FOR: 2008 CONSTRUCTION

ISSUED BY: [Signature]

ISSUED DATE: 10/20/2008

PROJECT: 10000 W. 10TH AVE. - 10000 W. 10TH AVE.

DATE: 10/20/2008

ISSUED FOR: 2008 CONSTRUCTION

ISSUED BY: [Signature]

ISSUED DATE: 10/20/2008

PROJECT: 10000 W. 10TH AVE. - 10000 W. 10TH AVE.

DATE: 10/20/2008

ISSUED FOR: 2008 CONSTRUCTION

ISSUED BY: [Signature]

ISSUED DATE: 10/20/2008

PROJECT: 10000 W. 10TH AVE. - 10000 W. 10TH AVE.

DATE: 10/20/2008

ISSUED FOR: 2008 CONSTRUCTION

ISSUED BY: [Signature]

ISSUED DATE: 10/20/2008

PROJECT: 10000 W. 10TH AVE. - 10000 W. 10TH AVE.

DATE: 10/20/2008

ISSUED FOR: 2008 CONSTRUCTION

ISSUED BY: [Signature]

ISSUED DATE: 10/20/2008

Owner: City of High Point
Kool Pool Outfall Section 1 & 2 Improvements
Contractor: Metra Industries

Date Prepared: Rev.2
N/A

05/08/2009

EWS # 6 CPR #1

Total Extra Work Summary EWS (See pg 3)

\$308,547.09

Credit \$21,600.00
Total CPR #1 \$286,947.09

Description:

Plantation Pipeline under crossing to add bore and casing. Costs prior to performing any work with adjustments for the 36" pipe that was shown on the drawings at 14-16 foot depth. Bore price includes 36" pipe per contract docs.

As Per CPR #1 April 16, 2009 Drawing

The Bore is based on 80' not 40' and 54" casing not 48" casing

The credit for the line item is only for the 80' of pipe in casing = 80' x the line item of \$270 = a credit of \$21,600.00

LABOR COST:

TYPE	Total Hours	BASE RATE	COST
SUPERINTENDENT	56.00	\$50.00	\$2,800.00
FOREMAN	56.00	\$33.75	\$1,890.00
BACKHOE OPERATOR	56.00	\$24.00	\$1,344.00
LOADER OPERATOR	56.00	\$18.00	\$1,008.00
LABORERS	112.00	\$13.50	\$1,512.00
PIPE LAYERS	112.00	\$17.00	\$1,904.00
FLAG MEN	0.00	\$9.00	\$0.00
TRUCK DRIVER	0.00	\$15.00	\$0.00
TOTAL LABOR			\$10,458.00

BENEFITS

TYPE	Total Hours	BENEFITS	COST
SUPERINTENDENT	56.00	\$10.08	\$564.48
FOREMAN	56.00	\$10.08	\$564.48
BACKHOE OPERATOR	56.00	\$10.08	\$564.48
LOADER OPERATOR	56.00	\$10.08	\$564.48
LABORERS	112.00	\$0.00	\$0.00
PIPE LAYERS	112.00	\$10.08	\$1,128.96
FLAG MEN	0.00	\$0.00	\$0.00
TRUCK DRIVER	0.00	\$0.00	\$0.00
TOTAL BENEFITS			\$3,386.88

Owner: City of High Point
Kool Pool Outfall Section 1 & 2 Improvements
Contractor: Metra Industries

Date Prepared: Rev.2

05/08/2009

EWS # 6 CPR #1

N/A

**EQUIPMENT
COSTS**

TYPE	HOURS	RATE	COST
CAT 365 Backhoe	56.00	\$135.68	\$7,598.08
CAT 330 Backhoe	0.00	\$77.91	\$0.00
Komatsu D-65 Dozer	0.00	\$35.37	\$0.00
LOADER Cat 972	56.00	\$46.37	\$2,596.72
Portable Screening Plant	0.00	\$31.79	\$0.00
IR Drill	0.00	\$29.96	\$0.00
Loader Komatsu 320	0.00	\$26.45	\$0.00
PICK-UP/TOOL TRUCKS	56.00	\$6.08	\$340.48
TANDEM DUMP	0.00	\$28.64	\$0.00
Backhoe Komatsu PC 300	0.00	\$77.55	\$0.00
TRENCH BOX	672.00	\$12.44	\$8,359.68
Backhoe wa 150 Komatsu	0.00	\$19.15	\$0.00
STEEL PLATES	0.00	\$3.78	\$0.00
3" Trash PUMP	56.00	\$2.94	\$164.64
Trench Compactor	0.00	\$22.76	\$0.00
BROOM	0.00	\$16.85	\$0.00
Jack Hammer	0.00	\$1.01	\$0.00
30 KW GENERATOR	672.00	\$4.41	\$2,963.52
Compressor 175 HP	0.00	\$4.18	\$0.00
Hydraulic impact breaker	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0.00	\$24.12	\$0.00
3" Pump Electric w/ Hoses 100'	672.00	\$2.23	\$1,498.56
Asphalt Roller	0.00	\$38.21	\$0.00
Pipe Laser	0.00	\$8.19	\$0.00
UTILITY SAW	0.00	\$2.12	\$0.00
TOTAL EQUIPMENT COST			\$23,521.68

**EQUIPMENT
OPERATING COST**

TYPE	HOURS	RATE	COST
CAT 365 Backhoe	56.00	\$147.75	\$8,274.00
CAT 330 Backhoe	0.00	\$85.00	\$0.00
Komatsu D-65 Dozer	0.00	\$53.90	\$0.00
LOADER Cat 972	56.00	\$62.20	\$3,483.20
Portable Screening Plant	0.00	\$39.16	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 320	0.00	\$33.95	\$0.00
PICK-UP/TOOL TRUCKS	56.00	\$18.85	\$1,055.60
TANDEM DUMP	0.00	\$61.70	\$0.00
Backhoe Komatsu PC 300	0.00	\$77.90	\$0.00
TRENCH BOX	672.00	\$0.00	\$0.00
Backhoe wa 150 Komatsu	0.00	\$25.15	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
3" Trash PUMP	56.00	\$2.15	\$120.40
Trench Compactor	0.00	\$11.50	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
30 KW GENERATOR	672.00	\$9.80	\$6,585.60
Compressor 175 HP	0.00	\$14.80	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$26.25	\$0.00
3" Pump Electric w/ Hoses 100'	672.00	\$2.15	\$1,444.80
Asphalt Roller	0.00	\$24.45	\$0.00
Pipe Laser	0.00	\$3.65	\$0.00
UTILITY SAW	0.00	\$1.95	\$0.00
TOTAL OPERATING COSTS			\$20,963.60

Owner: City of High Point
Kool Pool Outfall Section 1 & 2 Improvements
Contractor: Metra Industries

N/A

06/08/2009 EWS # 6 CPR #1

EWS # 6 CPR #1

SUBCONTRACTOR MATERIAL
COST[illegible]

Summary

LABOR	\$10,458.00
MATERIALS & SUBS	\$205,892.80
BENEFITS	\$3,386.88
EQUIPMENT	\$23,521.68
OPERATING COST	\$20,963.60
SUBTOTAL	\$264,222.96
OVERHEAD @ 5%	\$13,211.15
SUBTOTAL	\$277,434.11
PROFIT @ 10%	\$27,743.41
SUBTOTAL	\$305,177.52
BOND, INSURANCE & P/ROLL TAX	\$3,369.57
TOTAL	\$308,547.09
Credit for Line Item	\$21,600.00
Total CPR #1	\$286,947.09

PLANNING AND ZONING COMMISSION RECOMMENDATION

On July 28, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Jay Wagner.

City of High Point

Text Amendment Case 09-09

A request by the High Point City Council to amend Sections 9-5-6(g); 9-5-2(ww); and 9-8-5(d) of the Development Ordinance pertaining to regulating the parking of cars on single-family and two-family residential properties and the location of disabled motor vehicles.

Mr. Loveland presented this request to the Commission and recommended approval as outlined in the staff report.

No one from the public spoke either in support of, or in opposition to the amendment.

Commission members asked questions and discussed the amendment at length. Several concerns were raised. Briefly, these are:

- ❖ That vehicles displaying a valid handicapped permit should be exempt from the regulation;
- ❖ That temporary events or family gatherings where vehicles are parked on the grass due to a lack of space would result in ticketing;
- ❖ That renters, who do not have control of the property to create a larger parking area, would be unfairly affected, and landlords would be adverse to providing more parking;
- ❖ That owners of small lots, notably on the south side of town, would be unfairly affected, as many homes have no garage and short narrow driveways;
- ❖ That no one was in attendance to speak on the amendment – perhaps more feedback from the public is needed.

A motion to approve Text Amendment Case 09-09 was ***defeated*** by the Planning & Zoning Commission by a vote of 2-4. Members Putnam and Carter voted in favor, while members Walsh, White, Humble and Shepherd voted against.

Because the Text Amendment request is being forwarded to City Council with an unfavorable recommendation from the Planning & Zoning Commission, the Development Ordinance requires a 2/3 favorable vote by the City Council (6 members) for the Text Amendment request to be approved.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
TEXT AMENDMENT CASE 09-09
July 28, 2009**

Request	
Applicant: City of High Point City Council Planning & Development Committee	Affected Ordinance Sections: Section 9-5-6(g), <i>Prohibition of Large Vehicles in Residential Districts</i> ; Section 9-8-5(d), <i>Penalties</i> ; Section 9-5-2 (ww), <i>Disabled Motor Vehicles (As an Accessory Use)</i> .
Proposal: To regulate the parking of cars on single- family and two-family residential properties and the location of disabled motor vehicles.	

Background

The City Council Planning and Development Committee initiated this amendment, which is intended to regulate the parking of vehicles in the front or corner side yards of single-family and two-family (duplex) residences, as well as prohibit the parking of disabled vehicles in the front yard.

Details of Proposal

This proposed amendment would affect three different sections of the Development Ordinance. Section 9-5-6(g) would be amended to include a subsection requiring the parking of vehicles in the front or corner side yards of single-family or two-family residential properties to be on an improved parking area. This subsection would also regulate the amount of the front or corner side yard (for corner lots) that could be improved for parking (being up to 50%). The amendment would further establish that such an improved driveway could be gravel or covered with an all-weather surface such as asphalt, concrete, brick, stone or similar material. The amendment would also alter section 9-8-5(d) regarding civil penalties, so as to establish the monetary fine for violators of these new provisions at ten dollars, with a twenty-five dollar late fee being assessed after 15 days if the fee is not paid.

Lastly, this proposed amendment would alter the existing development standards of section 9-5-2 in regards to Disabled Motor Vehicles. The current provisions of the Ordinance allow any use in a residential district to have not more than one disabled vehicle stored outside. The proposed amendment would change that provision such that for single-family residential or two-family residential lots, the one permissible disabled vehicle parked or stored outside must be located behind the front building line of the house (in the side or rear yard).

Analysis

The proposed amendment achieves City Council's desire to prevent the parking of vehicles on the grass (or other unimproved area) in the front or corner side yards (for corner lots) of single-family and two-family residential properties. Such properties would be permitted to improve up to 50% of the front or corner side yard for use as vehicular parking. This should allow sufficient area to park vehicles off the street for most residential properties. This amendment would not prevent the parking of vehicles on unimproved surfaces in the side or rear yards however, or within a garage or other enclosed structure.

In preparation of this text amendment staff researched the provisions of several other municipalities within the state which have in the last few years adopted residential parking provisions similar to this proposed amendment, and staff was able to gain useful information from those communities.

The staff learned from these communities that a provision such as that proposed requires significant enforcement resources, whether the provision is enforced on a complaint basis or not. Because vehicles are mobile, properties can be in violation, or in compliance, with just the movement of a vehicle.

One of the communities staff researched helped ease this issue by allowing the enforcement officers the ability to issue a notice of violation, in conjunction with a small civil penalty, directly at the time and place that the violation is discovered by the enforcement officer - similar to a parking ticket. This procedure can reduce the amount of time needed to insure compliance. The proposed amendment includes this remedy to aid in the effective and efficient enforcement of the regulation.

At Council's direction this amendment also requires that any disabled motor vehicle located on a residential lot be located behind the front building line of the dwelling, so as to lessen the visibility of such a vehicle from public view as seen from the street.

Staff recommends that this amendment, if adopted, not become effective until January 1, 2010 to allow the City time to educate the public on the restrictions, and to fully prepare the system of enforcement.

Recommendation

Staff recommends approval.

The proposed amendment achieves City Council's desire of preventing the parking of vehicles on the grass in the front and corner side yards of residential properties, and lessens the public's view of disabled vehicles on residential lots. **Staff recommends that this amendment become effective on January 1, 2010.**

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the staff's conclusions as written in this report, by adopting the staff's conclusions with additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with staff's conclusions, by adoption of its own statement.

City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan. This may be done by adopting the staff's conclusions as written in this report, by adopting the staff's conclusions with additions or changes as agreed upon by the Council, or, if the Council is in disagreement with staff's conclusions, by adoption of its own statement.

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the text amendment regulating parking of vehicles on single-family and two-family residential properties, as well as the location of disabled vehicles is reasonable and in the public interest as: 1) it is reasonable to require vehicles to be parked on designated and improved parking areas rather than in yards; 2) it would promote a more aesthetically pleasing street environment; 3) it would allow for an adequate amount of the front or corner side yard to be improved for the purposes of vehicular parking and would allow such an improved surface to be graveled or paved, and 4) it would lessen the public's view of a disabled motor vehicle on residential properties. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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

TEXT AMENDMENT 09-09

PROPOSED AMENDMENT TO THE CITY OF HIGH POINT

DEVELOPMENT ORDINANCE

(This text amendment regulates the parking of cars on single-family residential properties and the permitted location of disabled motor vehicles.)

SECTION 1.

Part 1.

Section 9-5-6 (g), entitled *Prohibition of Large Vehicles in Residential Districts*, shall be amended as follows:

(g) ~~Prohibition of Large Vehicles in Residential Districts~~

- (1) **Prohibition of Large Vehicles:** The parking of vehicles in excess of twenty-four (24) feet in length, or 14,000 pounds gross vehicle weight shall be prohibited in residential districts, with the following exceptions:
 - a. Recreation vehicles (RV's) as defined in Chapter 2 (Definitions of this Ordinance), provided that any such large RV that was not originally designed and manufactured as an RV shall be situated on the lot and located behind the front building line of the principal building. Occupancy of recreational vehicles or travel trailers shall only be permitted in manufactured dwelling or recreational vehicle parks;
 - b. For temporary loading and unloading purposes;
 - c. For emergency home service; and
 - d. For use in the operation of legal nonconforming uses when the parking of such vehicles is only on the property occupied by said legal nonconforming use.
 - e. Church bus and school bus when used for purposes associated with churches and schools and when vehicle is parked on church or school property.
- (2) **Parking only on an Improved Parking Area: Any motor vehicle located on a property in which the principal use is a single-family detached dwelling or a two-family dwelling (duplex) and which is parked, stored or otherwise located**

between the street and the front or corner side building line of the dwelling shall be parked, stored or otherwise located on an improved parking area for the property. An improved parking area shall be that portion of the property that is graveled or paved with an all-weather surfaced (such as asphalt, concrete, brick, stone or similar material) and provides access to the street. The improved parking area shall not exceed fifty (50) percent of the area of the front or corner yard in which it is located and shall meet any driveway requirements.

~~(2)~~**(3)** The Board of Adjustment is not authorized to grant a variance to the standards of this Section.

SECTION 2.

Section 9-5-2 (ww), entitled *Disabled Motor Vehicles (As an Accessory Use)*, shall be amended as follows:

(1) Where Required: All districts except AG.

(2) Screening:

- a. Residential ~~Districts~~ **Uses**: One (1) vehicle meeting the definition of "Disabled Motor Vehicle" shall be allowed as outside storage. When such a vehicle is located on a property where the principal use is either a single-family detached dwelling or a two-family dwelling (duplex), then the disabled vehicle shall be located behind the front building line of the principal structure. Any additional vehicles meeting said definition shall be enclosed within a building which meets the dimensional requirements of the district in which it is located.
- b. Nonresidential ~~Districts~~ **Uses**: Any vehicle meeting the definition of "Disabled Motor Vehicle" shall be stored, parked, or placed on the property in such a manner so as to be totally screened from view from any street and/or from any adjacent residentially or public and institutionally zoned property. Total screening shall be affected by placement of the vehicle(s) either within or behind a building, or by plant materials, fences, berms, or a combination thereof, with a minimum height of six (6) feet.

SECTION 3.

Section 9-8-5(d), entitled *Penalties*, shall be amended as follows:

(d) Penalties

Any person who violates any provision of this Ordinance, **except as stated below**, shall be subject to assessment of a civil penalty in the amount of \$25.00 for the first violation, \$50.00 for the second violation, \$100.00 for the third violation, and \$200.00 for the fourth and each succeeding violation. (See Section 9-8-6 for Erosion Control Penalties)

For violations to Section 9-5-6 (Vehicles in Residential Districts) and Section 9-5-2 (ww) (Disabled Motor Vehicles), the violator shall be subject to an assessment of a civil penalty in the amount of \$10.00; provided that failure to pay the civil penalty within fifteen(15) days of the delivery of notice shall result in an additional \$25.00 late fee being assessed.

EXHIBIT C

Resolution authorizing condemnation to acquire a portion of certain property in connection with the Northwest Waterline Project.

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire that certain property located at 8857 Boylston Road and 3652 Adkins Road.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed interest in this property by negotiated conveyance; and

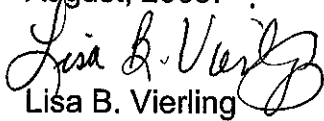
WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$1,830.00;

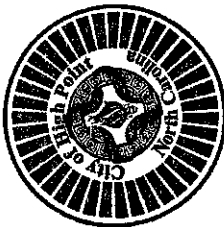
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of High Point THAT:

1. the City of High Point shall acquire by condemnation, for the purposes stated above, the property and interest described as follows;

title to a portion of that certain property located at 8857 Boylston Road recorded in Deed Book 2737, Page 693, and 3652 Adkins Road recorded in Deed Book 3343, Page 375.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$1,830.00 to the Clerk of Superior Court as just compensation to said owners, payment to be made from Account No. 421001020740.

Adopted by City Council,
this 17th day of
August, 2009.


Lisa B. Vierling
City Clerk



August 10, 2009



MEMORANDUM

AGENDA ITEM

TO: Pat Pate
Assistant City Manager

FROM: Mark McDonald
Transportation Director

SUBJECT: Municipal Agreements for ARRA Projects U-5156A, U-5156B, and U-5185

The North Carolina Department of Transportation (NCDOT) has agreed to use up to \$2,400,000 in American Recovery and Reinvestment Act (ARRA) funds to construct roadway improvements at three locations in High Point. These locations, and the amount allocated for each, are as follows:

Burton Avenue Widening & Intersection Improvements (U-5156A)	\$ 450,000
Clinard Farm Road Intersection Improvement (U-5156B)	\$ 150,000
Deep River Road Realignment (U-5185)	\$1,800,000
ARRA Roadway Construction Total	\$2,400,000

Municipal agreements (3 originals each) and resolutions are attached for consideration by City Council at their August 17 meeting. The agreements allow for one hundred percent (100%) reimbursement of eligible project costs up to the amounts shown for each project. The City will be responsible for any ineligible expenses and other costs that exceed the project allocation amounts. Ineligible expenses are typically associated with discretionary features or amenities that are not directly related to a project's purpose and need. For example, the water line extension proposed as part of the Deep River Road project will not qualify for reimbursement under ARRA program rules.

Other costs for which the City may be responsible include actual construction costs in excess of the maximum federal award amounts shown above, and/or administrative, project review, and construction inspection charges by NCDOT staff that when added to construction costs exceed the maximum federal award amounts. At this time we anticipate that the City's financial participation in the construction and management of these projects will be less than twenty (20) percent of total

Department of Transportation

August 10, 2009



project costs. This participation will be funded through 2004 General Obligation Bond accounts established for the Deep River Road realignment and intersection improvements.

A request for budget amendments to support each project has been sent to Lou Hedrick. I will be available to answer questions at the Finance Committee meeting and Council's general session on Monday August 17.

Please advise if additional information is needed.

c Randy McCaslin, Lou Hedrick, Jeff Moore, Keith Pugh, David Hyder, File

RESOLUTION

By the

HIGH POINT CITY COUNCIL

DEEP RIVER ROAD (SR 1538) REALIGNMENT (TIP PROJECT U-5185)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of the realignment of Deep River Road (SR 1538), from Sunset Hollow Drive to Eastchester Drive (NC 68); and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$1,800,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$1,800,000.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk

RESOLUTION

By the

HIGH POINT CITY COUNCIL

BURTON AVENUE WIDENING & INTERSECTION IMPROVEMENTS (TIP PROJECT U-5156A)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of roadway widening and intersection improvements on Burton Avenue from Westchester Drive (NC 68) to Wright Street; and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$450,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$450,000.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk

RESOLUTION

By the

HIGH POINT CITY COUNCIL

CLINARD FARM ROAD (SR 1837) INTERSECTION IMPROVEMENT (TIP PROJECT U-5156B)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of intersection improvements on Clinard Farm Road (SR 1837) at Eastchester Drive (NC 68); and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$150,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 7/8/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5156 A

AND

WBS Elements: PE _____
ROW 45182.2.ST1
CON 45182.3.ST1

CITY OF HIGH POINT

Federal Aid Project #: STM-0068(13)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$450,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for NC 68 and Burton Road Intersection Improvements, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$450,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 7/8/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5156 B

AND

WBS Elements: PE _____
ROW _____

CITY OF HIGH POINT

CON 45182.3.ST2

Federal Aid Project #: STM-0068(14)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$150,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for NC 68 and Clinard Road Intersection Improvements, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$150,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

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

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

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

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

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

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

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.

- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.
- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

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

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

SPONSOR TO PERFORM ALL WORK

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

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

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

2. SCOPE OF PROJECT

The Project consists of additional turn lanes and improve drainage at the intersection of NC 68 and Clinard Farms Road in High Point.

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

- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Hundred Fifty Thousand Dollars (\$150,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
ARRA	\$150,000	100 %	\$0	0 %
Total Estimated Cost		\$150,000		

4. USEFUL LIFE

The Useful Life of this Project is determined to be thirty (30) years. Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within two (2) months of execution of this Agreement or no later than September 1, 2009. The Municipality shall

complete the construction of the Project within one (1) year and six (6) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

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

7. PROFESSIONAL AND ENGINEERING SERVICES

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

PROCUREMENT POLICY

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

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.

- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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

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

WORK BY ENTITY

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

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

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

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

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

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascritps/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

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

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html)

"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

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

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

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

- **UNSUBSTANTIATED COSTS**

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

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$150,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

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

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

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

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

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

OTHER AGREEMENTS

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

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

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

TERMINATION OF PROJECT

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

AUDITS

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

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

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

23. SUNSET PROVISION

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

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

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

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 9, 2009

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 7/8/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5156 B

AND

WBS Elements: PE _____
ROW _____

CITY OF HIGH POINT

CON 45182.3.ST2

Federal Aid Project #: STM-0068(14)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$150,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes Enhancement funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for NC 68 and Clinard Road Intersection Improvements, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$150,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

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

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

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

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

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

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

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.

- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.
- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

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

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

SPONSOR TO PERFORM ALL WORK

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

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

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

2. SCOPE OF PROJECT

The Project consists of additional turn lanes, revising existing traffic signal and improving drainage at the intersection of NC 68 (Westchester Drive) and Burton Road in High Point.

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

- ROW Acquisition
- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Four Hundred Fifty Thousand Dollars (\$450,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
ARRA	\$450,000	100 %	\$0	0 %
Total Estimated Cost			\$450,000	

4. USEFUL LIFE

The Useful Life of this Project is determined to be thirty (30) years. Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within two (2) months of execution of this Agreement or no later than September 1, 2009. The Municipality shall complete the construction of the Project within one (1) year and six (6) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

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

7. PROFESSIONAL AND ENGINEERING SERVICES

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

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*.

Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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

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

WORK BY ENTITY

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

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

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

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

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

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all

damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from

that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

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

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- ROW Acquisition
- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

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

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

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

▪ UNSUBSTANTIATED COSTS

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

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$450,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

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

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

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

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

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

OTHER AGREEMENTS

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

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

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

TERMINATION OF PROJECT

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

AUDITS

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

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

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

23. SUNSET PROVISION

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

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

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

ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: July 9, 2009

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 7/16/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: U-5185

AND

WBS Elements: PE _____

ROW _____

CITY OF HIGH POINT

CON 45247.3.ST1

Federal Aid Project #: STM-1538(7)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,800,000

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

WITNESSETH:

WHEREAS, Section 1113 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes ARRA funds, which require that federal funds be available for certain specified transportation activities; and,

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

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,800,000 for the Project; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA), with reimbursement subject to the requirements as set forth in this Agreement under **ARRA Funding Requirements**; and,

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

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

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

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

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

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

1. GENERAL PROVISIONS

ARRA FUNDING REQUIREMENTS

- The parties to this Agreement and associated contractors shall adhere to all applicable Federal and state requirements including, but not limited to, Competitive Procedures (Section 1554); Buy America (Section 1605); Davis-Bacon Prevailing Wage Rate (Section 1606); Authority of the U.S. Comptroller General (Section 902); and Authority of the Inspector General (Section 1515(a)) of the American Recovery and Reinvestment Act of 2009.
- The parties and/or the contractors shall post with the local Employment Security Commission Office all positions for which they intend to hire workers as a result of being awarded this funding and/or contract.
- All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.
- Reporting documentation shall be submitted monthly prior to the Department processing invoices. Appropriate documents to meet the reporting requirements will be provided to all Parties.

- Construction authorization from the Federal Highway Administration must be received prior to **October 1, 2009**. To meet this deadline, all documentation should be submitted to the Department by **September 1, 2009**. Construction contracts must be awarded by **December 31, 2009**. In the event these deadlines are not met, the terms of this Agreement will be null and void and all funding will be rescinded.
- The Department will not process any invoices prior to construction authorization approval.

AGREEMENT MODIFICATIONS

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

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

SPONSOR TO PERFORM ALL WORK

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

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

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

2. SCOPE OF PROJECT

The Project consists of the realignment of Deep River Road (SR 1538) from the intersection with Willard Road (SR 1539) to NC 68 near Lake Forrest Drive, the construction of a two-lane curb and gutter cross section and the sidewalk on one side to connect to the High Point Greenway system.

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

- Construction

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of One Million Eight Hundred Thousand Dollars (\$1,800,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
ARRA	\$1,800,000	100 %	\$0	0 %
Total Estimated Cost		\$1,800,000		

4. USEFUL LIFE

The Useful Life of this Project is determined to be thirty (30) years. Any leases or encroachments entered into by the Municipality for this Project shall be for the length of the Useful Life. If the Project ceases to be used and designated as described in this Agreement, within the period of the Useful Life, the Department will require reimbursement for the amortized value of the Department's initial investment.

5. TIME FRAME

The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and final PS&E package, within one (1) month of execution of this Agreement or no later than September 1, 2009. The Municipality shall complete the construction of the Project within one (1) year and six (6) months of execution of this Agreement.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

6. PRELIMINARY ENGINEERING AUTHORIZATION

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

7. PROFESSIONAL AND ENGINEERING SERVICES

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

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*.

Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.
- Reimbursement of construction administration costs cannot exceed fifteen percent (15%) of the total construction contract.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

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

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

WORK BY ENTITY

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

8. PLANNING / ENVIRONMENTAL DOCUMENTATION

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

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

9. DESIGN

CONTENT OF PLAN PACKAGE

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

10. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

11. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all

damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

12. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. The Municipality shall submit a request, in writing, to all utility owners to relocate or adjust their facilities in accordance with the Right of Way Acquisition Policy contained in Title 23 of the Code of Federal Regulations, Part 710, Subpart B, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm.

13. ENCROACHMENT AGREEMENT

If any part of the Project is located on State Highway System right of way or property, the Municipality shall secure an Encroachment Agreement with the Department prior to performing any work or improvements on that right of way or property.

14. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from

that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

15. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

16. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633, Subpart A, and Part 635, Subpart A, incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.

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

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

FORCE ACCOUNT

Force Account work is not allowed on any project receiving ARRA funds.

17. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

CONSTRUCTION ENGINEERING, SAMPLING, TESTING

The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

18. CLOSE-OUT

Upon completion of the construction phase of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

19. MAINTENANCE

Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department. The Municipality shall assume all liability and maintenance responsibilities for said sidewalk, at no expense to the Department.

20. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

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

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

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

▪ UNSUBSTANTIATED COSTS

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

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,800,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY REIMBURSEMENT**

If costs of right of way acquisition are an eligible expense, reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the approved appraised fair market value of the property, at the reimbursement rate as shown in the FUNDING TABLE.

BILLING THE DEPARTMENT

- **PROCEDURE**

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

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

21. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

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

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

22. OTHER PROVISIONS

REFERENCES

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

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The

Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

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

OTHER AGREEMENTS

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

AVAILABILITY OF FUNDS

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

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

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

TERMINATION OF PROJECT

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

AUDITS

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

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

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

23. SUNSET PROVISION

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

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

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

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: August 6, 2009

Fleet Services Department

Gary L. Smith
DIRECTOR



MEMORANDUM

DATE: July, 2009
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services *Gary L. Smith*
SUBJECT: Agenda Item – 55' Aerial Bucket Electric Trucks

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

Acceptance of quote submitted by Piedmont Ford Truck for four (4) 55' Aerial Bucket Trucks at a price of \$127,600 per the NC State Contract 070G. These trucks are used by the Electric Department to maintain the electric infrastructure. These will replace four existing trucks that have been in service well past their recommended useful life per the manufacturer and are not cost effective to repair.

Manufacturer and Model Bid: 2009 Ford F750 with Aerial Body from Terex
Unit Price: \$127,600
Total Price: \$510,400

Funding for this equipment will come from the following account:

DAK 501271-532401 \$510,400

Fleet Services Department

Gary L. Smith
DIRECTOR



pc: Patty Sykes, Purchasing



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

December 9, 2009

Mr. Keith Pugh, PE
Engineering Services Director
City of High Point
PO Box 230
High Point, NC 27261

SUBJECT: Concurrence in Award
City of High Point, Guilford County
Burton Ave, TIP: U-5156 A , WBS Element: 45182.3.ST1, Fed-Aid: STM-0068(13)
Clinard Farm Rd, TIP: U-5156 B, WBS: 45182.3.ST2, Fed-Aid: STM-0068(14)
Deep River Rd, TIP: U-5185, WBS: 45247.3.ST1, Fed-Aid: STM-1538(7)

Dear Keith:

Thank you for the documentation on the City of High Point's proposal to award a construction contract for the above-referenced project. This is to advise that the Department of Transportation concurs in the award of the construction contract to the low bidder as received and noted in the attached concurrence memo. The low bidder is:

Vecellio & Grogan \$1,651,833.38

TIP #	Contract Amount	15% Contingency	Total Reimbursement
U-5156 A	\$272,698.51	\$40,904.78	\$313,603.29
U-5156 B	\$67,333.35	\$ 10,100.00	\$77,433.35
U-5185	\$1,311,801.52	\$1,96,770.23	\$1,508,571.75

MAX REIMBURSEMENT POSSIBLE \$1,899,608.39

The low bidder met the Disadvantaged Business Goal (DBE) of 10%. The final goal for DBE participation on this construction contract is 10.6% or \$175,330. By submitting the letter(s) of intent, the contractor commits to using the following DBE subcontractors:

Harris Concrete & Construction	\$84,226.50
Regional Site Solutions	\$91,103.50

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234
FAX: 919-212-5711

WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

Mr. Keith Pugh
Page 2 of 2
December 9, 2009

According to the terms of the Locally Administered ARRA Project Agreement, you must fully execute the construction contract with the approved low bidder by December 31, 2009, or risk forfeiture of all ARRA funding.

At this time, all project management will be handled by John Hunsinger, Division 7 Project Manager. His contact information is below:

John Hunsinger, NCDOT – Division 7 Project Manager
PO Box 14996 / 1584 Yanceyville Street
Greensboro, NC 27415-4996
336-334-3192
jhunsinger@ncdot.gov

Once the contract is executed, please furnish two (2) copies of the executed contract and two (2) copies of the final plans, plus addendums, to the Division 7 Project Manager. In addition, you will need to coordinate with the Division Construction Engineer for the pre-construction meeting. An electronic set of plans and proposal should also be sent to the FHWA Transportation Engineer, Erin Harrington at erin.harrington@dot.gov.

All future reimbursement requests should be directed to the Division Project Manager. When requesting reimbursement from NCDOT, please provide the Subcontractor Payment Report (DBE-IS), so that the Department can accurately track payments made to DBEs. An electronic copy can be found on the NCDOT website at www.ncdot.org/business/, click on "Electronic Forms" and use the search term "DBE".

All ARRA reporting will be provided to the Div. Const. Eng., Patty Eason at peason@ncdot.gov.

If you have any questions, please contact John Hunsinger at 336-334-3192. Thank you.

Sincerely,



Marta Matthews
Local Programs Management Office

encl.

ec: John Hunsinger, Division 7 Project Manager
Patty Eason, PE, Division 7 Construction Engineer
Teresa Canales, PE, Contractual Services Unit
Calvin Leggett, PE, Program Development Branch
Majed Al-Ghandour, PE, Program Development Branch
Angie Ayscue, Federal Funds Management
Mitch Batuzich, FHWA
Erin Harrington, PE, FHWA Transportation Engineer

CONCURRENCE IN AWARD

CITY OF HIGH POINT

BIDS OPENED 11/10/09

<u>PROJECT NO.</u>	<u>DESCRIPTION</u>	<u>TYPE</u>
Project TIP: U-5185	Deep River Road Realignment	
Project TIP: U-5156 A	Burton St	Paving, Sidewalks, Drainage
Project TIP: U-5156 B	Clinard Farm Road	
WBS 45247.3.ST1, 45182.3.ST1, 45182.3.ST2		
Guilford County		
FA #: STM-1538(7), STM-0068(13), STM-0068(14)		
		<u>ESTIMATE</u>
		\$2,187,000

<u>BIDDERS</u>	<u>TOTAL BID</u>	<u>% DIFF</u>
Vecellio & Grogan, Inc.	\$1,651,833.38	-24.5%
Yates Construction	\$1,694,059.80	-22.5%
APAC	\$1,811,466.25	-17.2%
Triangle Grading & Paving	\$1,834,935.70	-16.1%
Larco	\$1,889,763.45	-13.6%
Blythe	\$2,042,253.04	-6.6%

The City Council of High Point at its meeting on November 16, resolved to award the contract to the low bidder, Vecellio & Grogan, in the amount of \$1,651,833.38, subject to approval by the Department of Transportation.

Federal-Aid participation is limited to 100% of eligible costs up to \$2,400,000. The City of High Point is responsible for all costs not reimbursed by the Federal Highway Administration.

The following goal was established for this contract: DBE 10%.
The low bidder submitted the following participation: DBE 10.6%.

Regional Site Solutions (#62899)

Harris Concrete and Construction (#56470)

Contract Availability Date:	Upon Notice to Proceed
Completion Date:	330 Calendar Days
Liquidated Damages:	\$500/Calendar Day

Concurrence Approval



Randy A. Garriss, PE
State Contract Officer

12/7/09
(date)



August 12, 2009

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The City's Department of Transportation has negotiated three Municipal Agreements with NC DOT which will result in the City receiving \$2,400,000 in American Recovery and Reinvestment funds. The City will use the stimulus funds for the construction of roadway improvements as follows:

Burton Avenue Widening & Intersection Improvements	\$450,000
Clinard Farm Road Intersection Improvements	\$150,000
Deep River Road Realignment	\$1,800,000

Mark McDonald has requested a budget amendment to appropriate the stimulus funds for these projects which is attached.

Mark McDonald or Keith Pugh will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Mark McDonald
Keith Pugh
Jeff Moore

Department of Transportation

August 10, 2009



MEMORANDUM

AGENDA ITEM

TO: Lou Hedrick
Budget & Evaluation Officer

FROM: Mark McDonald
Transportation Director

SUBJECT: Budget Amendments for ARRA Projects U-5156A, U-5156B, and U-5185

The North Carolina Department of Transportation (NCDOT) has agreed to use up to \$2,400,000 in American Recovery and Reinvestment Act (ARRA) funds to construct roadway improvements at three locations in High Point. These locations, and the amount allocated for each, are as follows:

Burton Avenue Widening & Intersection Improvements (U-5156A)	\$ 450,000
Clinard Farm Road Intersection Improvement (U-5156B)	\$ 150,000
Deep River Road Realignment (U-5185)	\$1,800,000

ARRA Roadway Construction Total	\$2,400,000
--	--------------------

Municipal agreements and resolutions have been prepared for consideration by City Council at their August 17 meeting. The agreements allow for one hundred percent (100%) reimbursement of eligible project costs up to the amounts shown for each project. The City will be responsible for any ineligible expenses and other costs that exceed the project allocation amounts.

These projects will be administered by the City; therefore, budget amendments are necessary to establish supporting accounts for each.

Please advise if additional information is needed. Thank you for your assistance.

c Pat Pate, Randy McCaslin, Jeff Moore, Keith Pugh, David Hyder, File

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR AMERICAN RECOVERY & REINVESTMENT FUNDS
FOR TRANSPORTATION ROADWAY IMPROVEMENTS

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

Section 1. The City has an executed three NCDOT Municipal Agreements for the roadway improvements identified in section 2(B) below. The City will receive up to \$2,400,000 in stimulus funding for the projects from the American Recovery and Reinvestment funds as negotiated with the NC Department of Transportation.

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

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

Federal Grant Funds (411610/412999)	\$ 2,400,000
-------------------------------------	--------------

- (B) That the following General Bond Projects Fund projects for the road improvements as follows:

Burton Ave Widening & Intersection Improvements	\$ 450,000
Clinard Farm Road Intersection Improvements	\$ 50,000
Deep River Road Realignment	<u>\$ 1,800,000</u>
	\$ 2,400,000

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 this _____ day of August 2009

EXHIBIT C

Resolution authorizing condemnation to acquire a portion of certain property in connection with the Deep River Road Relocation.

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire that certain property located at 1942, 1948, 2004, and 2008 Eastchester Drive, High Point, NC.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed interest in this property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$152,700.00;

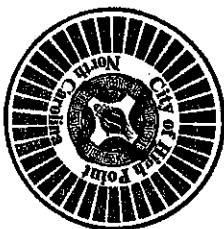
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of High Point THAT:

1. the City of High Point shall acquire by condemnation, for the purposes stated above, the property and interest described as follows;

title to a portion of that certain property located at Deed Book 3377, Page 1044; Deed Book 3348, Page 0060; and Deed Book 3838, Page 1769 (tracts 8 & 9) located at 1942, 1048, 2004 and 2008 Eastchester Drive, High Point, NC
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$152,700.00 to the Clerk of Superior Court as just compensation to said owners, payment to be made from Account No. 411001007020.

Adopted by City Council,
this 17th day of
August, 2009.


Lisa Vierling
City Clerk



**RESOLUTION STATING THE INTENT OF THE
CITY OF HIGH POINT TO ANNEX CONTIGUOUS PROPERTY
OWNED BY THE CITY OF HIGH POINT
(Case # ANX09-02)**

BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. It is the intent of the City Council, pursuant to G.S. 160A-31, to annex approximately 4.09 acres lying along the east side of Penny Road, approximately 560 feet south of East Fork Road (1646 Penny Road), and is also known as Guilford County Tax Parcel 15-94-7007-0-1020-00-016, which is owned by the City of High Point. Area to be annexed consists of a 2.68 acre parcel and approximately 1.41 acres of the Penny Road right-of-way.

Section 2. The property described in Section 1 is contiguous to the current municipal boundaries, but will meet the requirements of G.S. 160A-31.

Section 3. A public hearing will be held Monday, September 21, 2009, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing on the question of annexation.

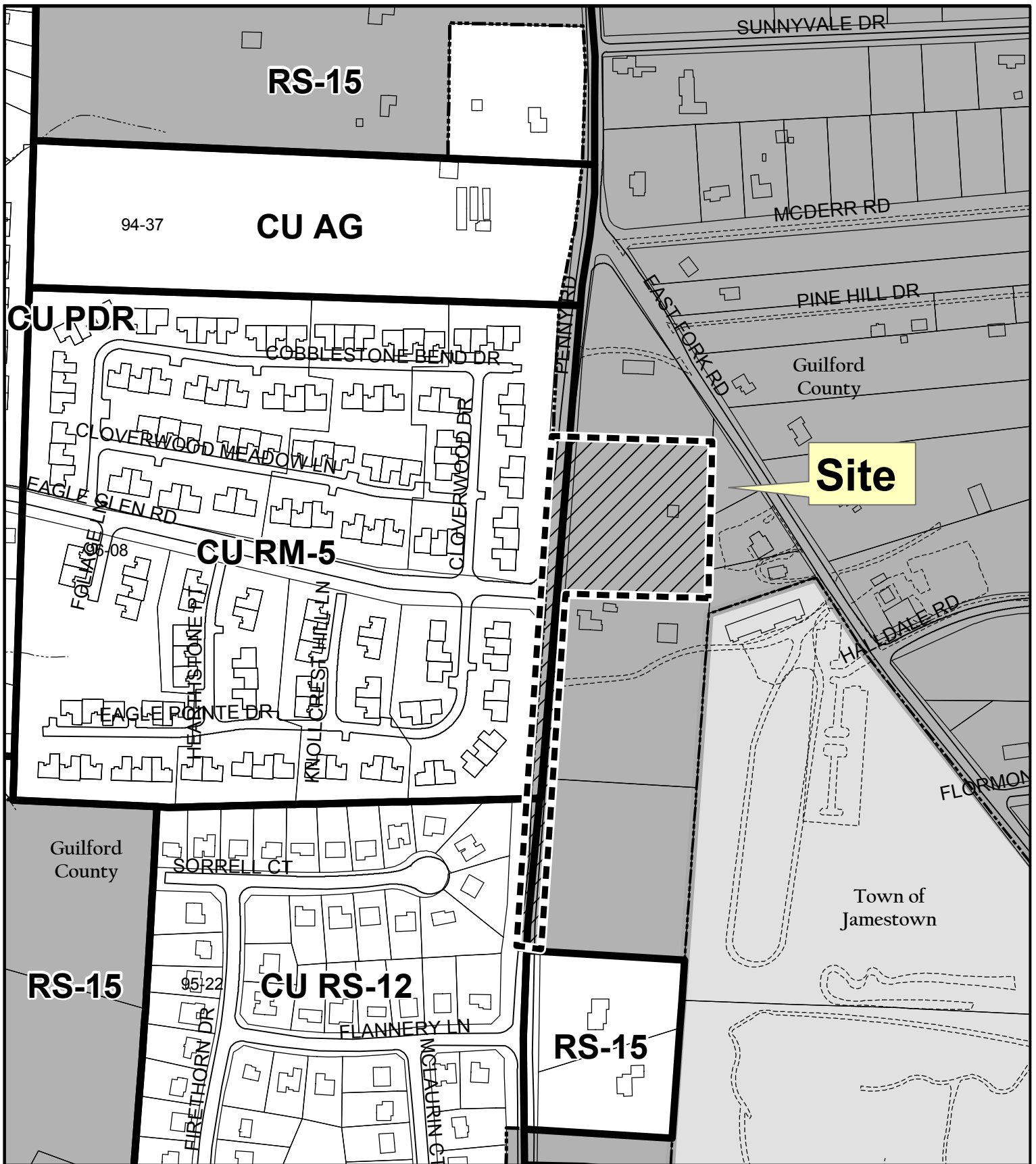
Section 4. Notice of the public hearing shall be published once in the High Point Enterprise, a newspaper having general circulation in the City of High Point, at least ten (10) days prior to the date of the public hearing. Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or the TDD# 336/883-8517.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately or on any specified date within six (6) months from date of passage of ordinance.

Further information pertaining to this request is available for public inspection upon request at the Department of Planning and Development in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By order of the City Council,
This the 17th day of August, 2009

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST ANX09-02

Applicant: City of High Point
Area: 4.09 acres

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: August 11, 2009



Scale: 1"=300'

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 anx09-02exhb.mxd

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



MEMORANDUM

DATE: August 11, 2009
TO: Pat Pate, Asst. City Manager
FROM: W. Chris Thompson, PE, Director
SUBJECT: Agenda Item - Agreement for Payment of Odor Control @ EWWTP

Attached is an agreement between the City of High Point and the Town of Jamestown, Sedgefield Sanitary District and the City of Archdale for cost recovery associated with the odor control project at the Eastside Wastewater Treatment Plant. Also, attached is Exhibit 1 for the repayment proposal. Staff has met with these entities and everyone concurs with the agreement as formatted.

Please place this item on the Council Agenda for next week for consideration and approval.

NORTH CAROLINA

AGREEMENT

GUILFORD COUNTY

This Agreement, made this _____ day of _____, 2009, among the City of High Point ("High Point"), the Town of Jamestown ("Town"), the Sedgefield Sanitary District ("Sedgefield"), and the City of Archdale ("Archdale"):

WHEREAS, High Point and each of the other parties have separate existing agreements concerning the joint use of and financial support for High Point's Eastside Wastewater Treatment Plant ("Eastside Plant"), to wit:

- Agreement between Jamestown and High Point dated June 10, 1981; and "Amendment No 1" to the original agreement with execution signatures of December 23, 1982 and December 29, 1982.
- Agreement between High point and Sedgefield dated April 1, 1992.
- Agreement between High Point and Archdale dated June 10, 1981; and

WHEREAS, the parties intend that the aforementioned existing agreements remain in full force and effect until a new Consolidated Wastewater Treatment Facility contract is completed among the parties; and

WHEREAS, High Point, at its own expense, have made upgrades to the Eastside Wastewater Treatment Plant for an Odor Control system (the "Project") that will benefit all parties.

NOW, THEREFORE, in consideration of the mutual promises herein expressed, the parties agree as follows:

1. The aforementioned existing separate agreements are ratified and remain in full force and effect according to their respective terms, except as specifically modified herein, and the respective obligations of Jamestown, Sedgefield and Archdale under those existing agreements are in addition to their respective obligations under this Agreement.
2. Jamestown, Sedgefield, and Archdale shall pay to High Point as their respective shares of the total costs of the Project the following respective sums and according to the following schedule:
 - A. Jamestown shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.
 - B. Archdale shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.
 - C. Sedgefield shall pay \$47,320.83 on or before December 31, 2009. The City of High Point agrees that this shall be 100% of Sedgefield's cost for the Project at the Eastside Wastewater Treatment Plant.
3. This Agreement will remain in effect until modified by the parties, and is not subject to modification except as a written and executed amendment of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.

CITY OF HIGH POINT, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

TOWN OF JAMESTOWN, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

CITY OF ARCHDALE, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

SEDGEFIELD SANITARY DISTRICT,
NORTH CAROLINA

Title

Corporate Seal

ATTEST:

Repayment Proposal (Exhibit 1)

Odor Control Project/Facility (Eastside Wastewater Treatment Plant)

	MGD	% ownership	Cost per owner	Payments
High Point	21.275	0.82	\$ 4,474,447.04	
Archdale	2.5	0.10	\$ 525,786.96	or see below
Jamestown	2	0.08	\$ 420,629.57	or see page 2
Sedgefield	<u>0.225</u>	<u>0.01</u>	<u>\$ 47,320.83</u>	
	26		\$ 5,468,184.40	

Engineering costs \$ 498,759.15

Construction costs \$ 4,969,425.25
Total \$ 5,468,184.40

Engineering estimate for facility life expectancy is 20 years

City of Archdale					
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	Begins 9/1/2009
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly	
\$ 26,289.35	4.125%	\$ 27,373.78	\$ 2,281.15	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly	
\$ 525,786.96		\$ 547,902.88			

Repayment Proposal (Exhibit 1)

Town of Jamestown

\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	Begins 9/1/2009
\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	
\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	
\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	
\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	
\$	21,031.48	3.500%	\$	21,767.58	\$	1,813.97	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.000%	\$	21,872.74	\$	1,822.73	monthly	
\$	21,031.48	4.125%	\$	21,899.03	\$	1,824.92	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	21,031.48	5.000%	\$	22,083.05	\$	1,840.25	monthly	
\$	420,629.57		\$	438,322.30				

Town of Sedgefield

\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	3.500%	\$	2,448.85
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.000%	\$	2,460.68
\$	2,366.04	4.125%	\$	2,463.64
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	2,366.04	5.000%	\$	2,484.34
\$	47,320.83		\$	49,311.26

SEGEFIELD SIGNED

RECEIVED

SEP 15 2009

Public Services Den

NORTH CAROLINA

AGREEMENT

GUILFORD COUNTY

FILE

This Agreement, made this 15 day of September, 2009, among the City of High Point ("High Point"), the Town of Jamestown ("Town"), the Sedgefield Sanitary District ("Sedgefield"), and the City of Archdale ("Archdale"):

WHEREAS, High Point and each of the other parties have separate existing agreements concerning the joint use of and financial support for High Point's Eastside Wastewater Treatment Plant ("Eastside Plant"), to wit:

- Agreement between Jamestown and High Point dated June 10, 1981; and "Amendment No 1" to the original agreement with execution signatures of December 23, 1982 and December 29, 1982.
- Agreement between High point and Sedgefield dated April 1, 1992.
- Agreement between High Point and Archdale dated June 10, 1981; and

WHEREAS, the parties intend that the aforementioned existing agreements remain in full force and effect until a new Consolidated Wastewater Treatment Facility contract is completed among the parties; and

WHEREAS, High Point, at its own expense, have made upgrades to the Eastside Wastewater Treatment Plant for an Odor Control system (the "Project") that will benefit all parties.

NOW, THEREFORE, in consideration of the mutual promises herein expressed, the parties agree as follows:

1. The aforementioned existing separate agreements are ratified and remain in full force and effect according to their respective terms, except as specifically modified herein, and the respective obligations of Jamestown, Sedgefield and Archdale under those existing agreements are in addition to their respective obligations under this Agreement.

2. Jamestown, Sedgefield, and Archdale shall pay to High Point as their respective shares of the total costs of the Project the following respective sums and according to the following schedule:

A. Jamestown shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.

B. Archdale shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.

C. Sedgefield shall pay \$47,320.83 on or before December 31, 2009. The City of High Point agrees that this shall be 100% of Sedgefield's cost for the Project at the Eastside Wastewater Treatment Plant.

3. This Agreement will remain in effect until modified by the parties, and is not subject to modification except as a written and executed amendment of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.



Corporate Seal

ATTEST:

Clawson Sparks
Deputy City Clerk

CITY OF HIGH POINT, NORTH CAROLINA

Rebecca Smithers
Mayor

TOWN OF JAMESTOWN, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

CITY OF ARCHDALE, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

SEDGEFIELD SANITARY DISTRICT,
NORTH CAROLINA

[Signature]
Title Chairman

Corporate Seal

ATTEST:

CHECH WAS Posted to LAWSON Account
621999-451104

9.16.2009
SV

Sedgefield Sanitary District 2003-B Boulevard St. Greensboro, NC 27417-9056		1960 66-162/531 BRANCH 20001
DATE		September 9, 2009
PAY TO THE ORDER OF	City of High Point	\$47,320.83
Forty Seven Thousand Three Hundred Twenty and 83/100***** 000000		
 WACHOVIA Wachovia Bank, N.A. wachovia.com		J. Robert Stout, Chairman
FOR Odor Control at Eastside WWTP		
⑈001960⑈ ⑆053101626⑆207208705833⑈		

PLANNING AND ZONING COMMISSION RECOMMENDATION

On July 28, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Jay Wagner.

City of High Point

Text Amendment Case 09-08

A request by the High Point City Council to amend Sections 9-3-1; 9-2-2; 9-5-2; and Table 4-7-1 of the Development Ordinance, modifying the manner in which bulky items are regulated, and pertaining particularly to the display of dumpsters and storage containers.

Mr. Loveland presented this request to the Commission and recommended approval as outlined in the staff report.

No one spoke on the proposal.

The Planning & Zoning Commission recommended ***approval***, by a vote of 6-0, of Text Amendment Case 09-08.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
TEXT AMENDMENT CASE 09-08
July 28, 2009**

Request	
Applicant: City of High Point City Council Planning & Development Committee	Affected Ordinance Sections: Section 9-2-1, <i>Definition Index</i> ; Section 9-2-2(g), <i>General</i> ; Section 9-5-2 (dd), <i>Developmental Standards for Individual Uses</i> ; Table 4-7-1, <i>Permitted Use Schedule</i> .
Proposal: To amend the definition and regulations regarding the display of bulky outdoor items.	

Background

The City Council Planning and Development Committee initiated this amendment which is intended to address issues concerning the outdoor display of bulky items in various commercial zoning districts.

Details of Proposal

This proposed amendment affects four different sections of the Development Ordinance. Two sections in Chapter 2 would be amended to regulate the display of bulky items whether they are for rent, lease or sale. The amended definition clarifies that dumpsters and portable storage containers on display are included in the definition. The amendment also changes the development standards for bulky items by requiring portable storage containers and dumpsters on display be placed behind the principal building setback and by regulating such displays as either a principal or accessory use. Finally, this amendment changes the permitted use schedule to reflect that such displays are permitted as an accessory use in the GB, HB, SC, LI and HI districts.

Analysis

The Planning and Development Committee of City Council expressed a desire to regulate the location of portable storage containers and dumpsters that are on display for lease. The existing requirements allow for a fairly prominent display of dumpsters and portable storage units (i.e. P.O.D.S.). While the Development Ordinance carefully regulates the placement of those items when used for their intended storage purposes, it currently allows them to be placed within 10 feet of the edge of curb of the street when they are being displayed, provided such a location is outside of the right-of-way, and required parking and landscaping areas. The Development Ordinance currently requires that larger bulky items (those being taller than 10-feet) be located

further from the roadway, behind the principal building setback of the district in which they are located. This amendment proposes the same locational requirements for dumpsters and portable storage containers.

The proposed amendment changes the bulky item provision of the Ordinance by including the display of such for rent or lease, not just sales as the provision currently regulates. In addition, since it is more common to find the display of bulky items as an accessory use to a larger retail use, the amendment would apply whether the item is displayed as a principal use or accessory use of land.

Recommendation

Staff recommends approval.

The proposed amendment achieves City Council's desire to regulate the display of portable storage containers and dumpsters, whether for sale, lease, or rent; and whether as an accessory use or principal use, and also insures the reduction of street side clutter.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the staff's conclusions as written in this report, by adopting the staff's conclusions with additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with staff's conclusions, by adoption of its own statement.

City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan. This may be done by adopting the staff's conclusions as written in this report, by adopting the staff's conclusions with additions or changes as agreed upon by the Council, or, if the Council is in disagreement with staff's conclusions, by adoption of its own statement.

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the text amendment regulating bulky item outdoor display is reasonable and in the public interest because: 1) it would reduce street side clutter; 2) it expands the definition of bulky items to include other items that are similar to those currently regulated by the provision; and 3) if the sales of bulky items are regulated, then it is reasonable to regulate the rental or lease of such items in the same manner. The City Council may adopt this statement,

it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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

TEXT AMENDMENT 09-08

PROPOSED AMENDMENT TO THE CITY OF HIGH POINT

DEVELOPMENT ORDINANCE

This text amendment modifies the manner in which bulky items are regulated, particularly pertaining to the display of dumpsters and storage containers.

Section 1.

Section 9-2-1, entitled *Definition Index*, shall be amended as follows:

Bulky Item Outdoor Sales **Display**

2-31

Section 2.

Section 9-2-2, entitled *Definitions*, shall be amended as follows:

- (17) **BULKY ITEM OUTDOOR SALES DISPLAY**: The sale **display** of large or bulky items **for rental, leasing or sale** which are customarily displayed outdoors ~~as a principal use~~, including but not limited to: truck-caps, truck-beds, bed-liners, campers, prefabricated outdoor buildings and structures such as sheds, utility buildings, carports, gazebos, swimming pools, decks, **dumpsters, portable storage containers**, and hot tubs.

Section 3.

Section 9-5-2, entitled *Development Standards for Individual Uses*, shall be amended as follows:

(dd) **BULKY ITEM OUTDOOR SALES DISPLAY**

(1) Where Required: ~~GB, HB, LI, HI~~.

a. **As a Principal Use: GB, HB, LI, HI**

b. **As an Accessory Use: GB, HB, SC, LI, HI**

- (2) **Portable storage containers and dumpsters that are utilized for the purpose of display must be located behind the minimum setback of the zoning district in which they are located and be located outside any required parking or planting yards. Portable storage containers and dumpsters utilized for their intended purpose (the storage of material or waste), and not for the purpose of display, are regulated elsewhere in this Ordinance.**

~~(2)~~**(3)** Merchandise Items other than portable storage containers and dumpsters that ~~is~~ **are** less than or equal to ten (10) feet in height must be located at least ten (10) feet from the street curb or edge of pavement and be located outside any right-of-way, required parking area, or planting yards.

~~(3)~~**(4)** Merchandise An Item which exceeds ten (10) feet in height must be located behind the minimum setback of the zoning district and be located outside any required parking or planting yards.

~~(4)~~**(5)** No storage of merchandise items shall be located such that sight distance is reduced at a street intersection.

Section 4.

Table 4-7-1, entitled *Permitted Use Schedule*, shall be amended to add Bulky Item Outdoor Display (SIC 0000) under Accessory Uses and Structures as permitted with Development Standards ('D') in the GB, HB, SC, LI and HI districts.

Publish four (4) consecutive weeks: August 21, 28, September 4, & 11, 2009

RESOLUTION OF INTENT TO CONSIDER A
STREET ABANDONMENT
(Case # SA09-17)

WHEREAS, the City Council is requesting to close an unimproved portion of Fairmont Avenue (see Plat Book 14 Page 71), lying north of Wendell Avenue approximately 750 feet west of Gordon Street.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to close the street and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, September 21, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

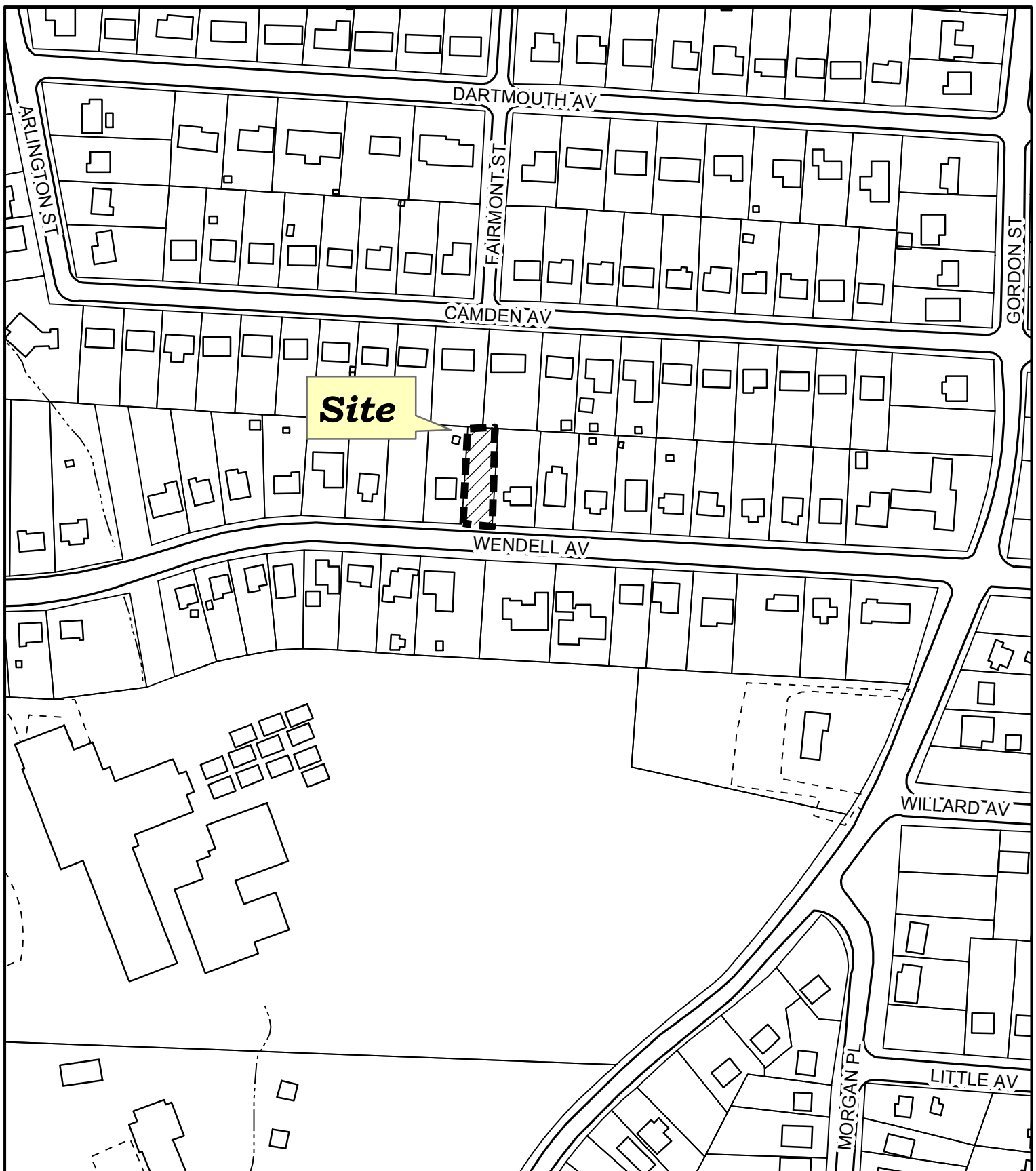
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

Further information pertaining to this request is available at the Planning and Development in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, 336/883-3544 or FAX 336/883-3056.

By Order of the City Council
This the 17th day of August, 2009.

Lisa B. Vierling, City Clerk

Petition Submitted By:
City of High Point - Technical Review Committee



STREET ABANDONMENT REQUEST SA09-17

Applicant: Technical Review Committee

Area: 0.17 acres



Location of requested street abandonment

**Planning & Development
Department**

City of High Point

Date: August 11, 2009



Scale: 1"=200'

y:/ba-pz/2009/pz/
sa09-17.mxd



MEMORANDUM

TO: Mayor and City Council

FROM: Fred Baggett

RE: Condemnation – August 17, 2009 Agenda
Realignment of Deep River Road
1942, 1948, 2004 and 2008 Eastchester Drive

DATE: July 16, 2009

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 3377, Page 104; Deed Book 3348, Page 0060; and Deed Book 3838, Page 1769 of the Guilford County Registry located at 1942, 1948, 2004, and 2008 Eastchester Drive.

On July 15, 2009 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

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



July 15, 2009

NOTICE OF CONDEMNATION

Ms. Sherry W. Vaughn
VINTAGE INVESTMENT COMPANY
502 S. Elm Street
High Point, NC 27260

VIA CERTIFIED MAIL
7099 3400 0014 1264 8040

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.
General Description of property is as follows:
Being the property described in Deed Book 3377, page 1044, Deed Book 3348, Page 0060, and Deed Book 3838, Page 1769 (tracts 8 & 9) located at 1942, 1948, 2004, and 2008 Eastchester Drive, High Point, NC

Dear Ms. Vaughn:

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

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

The purpose for which this property is to be condemned is the following public project: Deep River Road Relocation

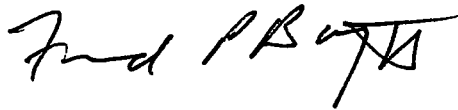
The City has estimated the amount of \$152,700.00 to be just compensation for the property.

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on August 17, 2009 at 4:45 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

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

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

Yours very truly,

A handwritten signature in black ink, appearing to read "Fred P. Baggett". The signature is stylized with a large, sweeping "F" and a cursive "Baggett".

Fred P. Baggett
Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

FBP:djs



July 15, 2009

NOTICE OF CONDEMNATION

Mr. J. Sanders Dallas, Jr.
CENTURY INCOME, INC.
215 Centennial Street
High Point, NC 27260

VIA CERTIFIED MAIL
7004 0550 0000 5687 4315

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.

General Description of property is as follows:

Being the property described in Deed Book 3377, page 1044, Deed Book 3348, Page 0060, and Deed Book 3838, Page 1769 (tracts 8 & 9) located at 1942, 1948, 2004, and 2008 Eastchester Drive, High Point, NC

Dear Mr. Dallas:

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

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

The purpose for which this property is to be condemned is the following public project: Deep River Road Relocation

The City has estimated the amount of \$152,700.00 to be just compensation for the property.

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Yours very truly,

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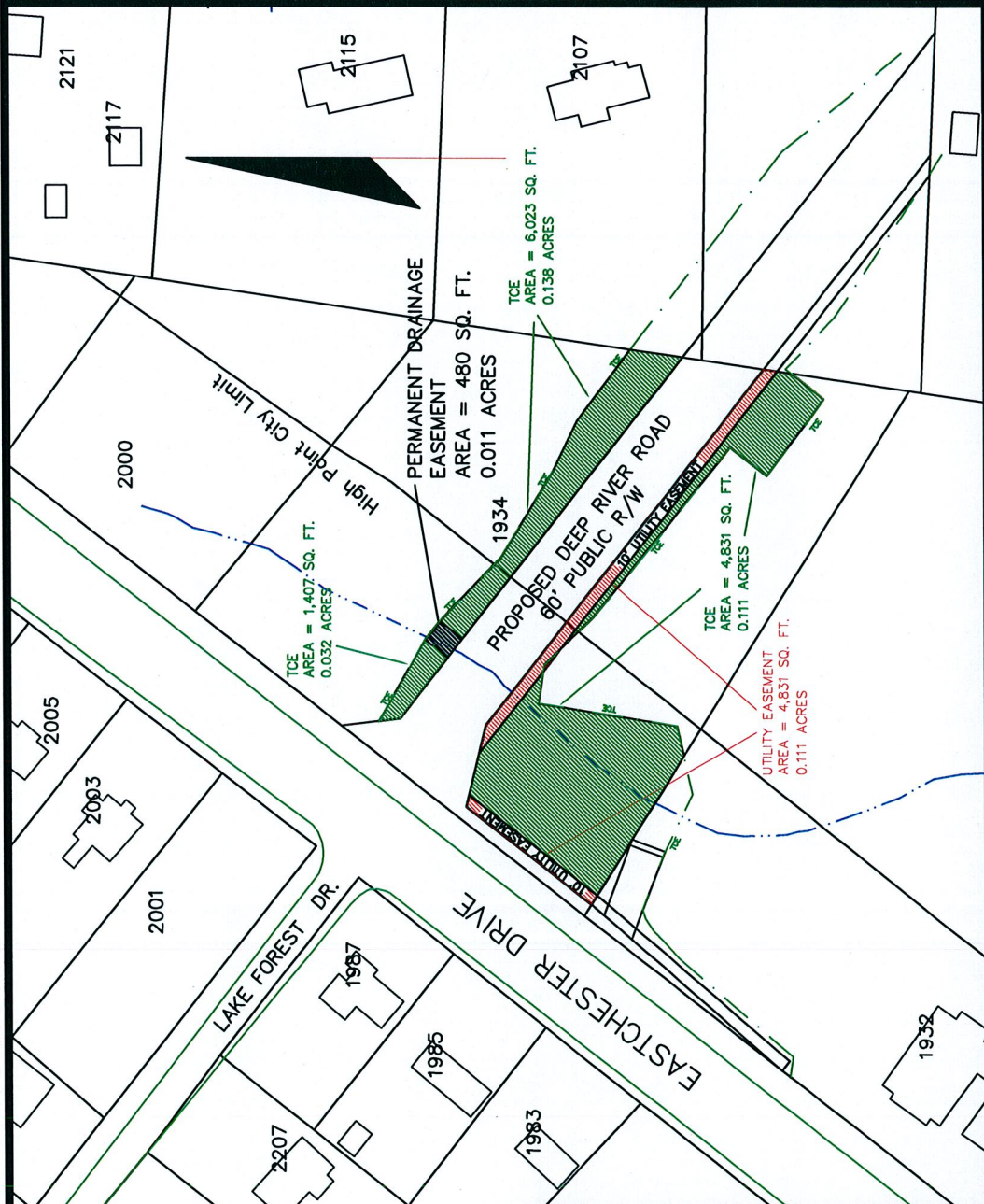
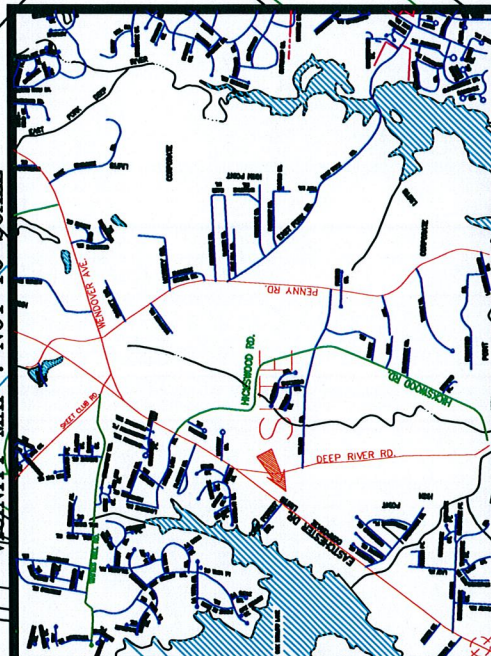
Fred P. Baggett
Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

FBP:djs

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

THE INFORMATION ON THIS MAP IS TAKEN FROM A CITY OF HIGH POINT GIS DEVELOPED IN 2005 AND THE AREAS ARE FROM A STANTEC SURVEY IN 2008.

NEIGHBORHOOD MAP : NOT TO SCALE



CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

PURCHASE OF EASEMENTS FOR
UTILITIES AND DRAINAGE

VINTAGE INVESTMENTS CO.

DB 1537 PG 20

APPROXIMATELY 3.68 ACRES TOTAL LOT
TM 180002770000100014

SCALE: N.T.S.

BY: MBN

PROJECT: 2432 DATE: JULY 2009

FILE

NORTH CAROLINA

AGREEMENT

GUILFORD COUNTY

This Agreement, made this 15 day of September, 2009, among the City of High Point ("High Point"), the Town of Jamestown ("Town"), the Sedgefield Sanitary District ("Sedgefield"), and the City of Archdale ("Archdale"):

WHEREAS, High Point and each of the other parties have separate existing agreements concerning the joint use of and financial support for High Point's Eastside Wastewater Treatment Plant ("Eastside Plant"), to wit:

- Agreement between Jamestown and High Point dated June 10, 1981; and "Amendment No 1" to the original agreement with execution signatures of December 23, 1982 and December 29, 1982.
- Agreement between High point and Sedgefield dated April 1, 1992.
- Agreement between High Point and Archdale dated June 10, 1981; and

WHEREAS, the parties intend that the aforementioned existing agreements remain in full force and effect until a new Consolidated Wastewater Treatment Facility contract is completed among the parties; and

WHEREAS, High Point, at its own expense, have made upgrades to the Eastside Wastewater Treatment Plant for an Odor Control system (the "Project") that will benefit all parties.

NOW, THEREFORE, in consideration of the mutual promises herein expressed, the parties agree as follows:

1. The aforementioned existing separate agreements are ratified and remain in full force and effect according to their respective terms, except as specifically modified herein, and the respective obligations of Jamestown, Sedgefield and Archdale under those existing agreements are in addition to their respective obligations under this Agreement.

2. Jamestown, Sedgefield, and Archdale shall pay to High Point as their respective shares of the total costs of the Project the following respective sums and according to the following schedule:

A. Jamestown shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.

B. Archdale shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.

C. Sedgefield shall pay \$47,320.83 on or before December 31, 2009. The City of High Point agrees that this shall be 100% of Sedgefield's cost for the Project at the Eastside Wastewater Treatment Plant.

3. This Agreement will remain in effect until modified by the parties, and is not subject to modification except as a written and executed amendment of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.



Corporate Seal

ATTEST:

Shawn Sparks

Deputy City Clerk

CITY OF HIGH POINT, NORTH CAROLINA

Rebecca R. Smith
Mayor

TOWN OF JAMESTOWN, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

CITY OF ARCHDALE, NORTH CAROLINA

Bert Lance Stone
Mayor

Corporate Seal

ATTEST:

Patsy Dougherty

City Clerk

SEDGEFIELD SANITARY DISTRICT,
NORTH CAROLINA

Title

Corporate Seal

ATTEST:

Repayment Proposal (Exhibit 1)

Odor Control Project/Facility (Eastside Wastewater Treatment Plant)

	MGD	% ownership	Cost per owner	Payments
High Point	21.275	0.82	\$ 4,474,447.04	
Archdale	2.5	0.10	\$ 525,786.96	or see below
Jamestown	2	0.08	\$ 420,629.57	or see page 2
Sedgefield	<u>0.225</u>	<u>0.01</u>	<u>\$ 47,320.83</u>	
	26		\$ 5,468,184.40	

Engineering costs \$ 498,759.15

Construction costs \$ 4,969,425.25
 Total \$ 5,468,184.40

Engineering estimate for facility life expectancy is 20 years

City of Archdale					
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly To begin 9/1/2009
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$ 2,267.46	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$ 2,278.41	monthly
\$	26,289.35	4.125%	\$ 27,373.78	\$ 2,281.15	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$ 2,300.32	monthly
\$	525,786.96		\$ 547,902.88		

Repayment Proposal (Exhibit 1)

Town of Jamestown					
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly To begin 9/1/2009
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly
\$	21,031.48	3.500%	\$ 21,767.58	\$	1,813.97 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.000%	\$ 21,872.74	\$	1,822.73 monthly
\$	21,031.48	4.125%	\$ 21,899.03	\$	1,824.92 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	21,031.48	5.000%	\$ 22,083.05	\$	1,840.25 monthly
\$	420,629.57		\$ 438,322.30		

Town of Sedgefield			
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.125%	\$ 2,463.64
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	47,320.83		\$ 49,311.26



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – August 17, 2009 Agenda
Northwest Waterline Project
8857 Boylston Road and 3625 Adkins Road

DATE: July 9, 2009

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 2737, at Page 693 and Deed Book 3343 at page 375 of the Guilford County Registry located at 8857 Boylston Road, Colfax, NC and 3653 Adkins Road, Colfax, NC.

On July 8, 2009 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

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

Assistant City Attorney

JoAnne L. Carlyle



July 8, 2009

NOTICE OF CONDEMNATION

Mr. and Mrs. James S. Hedgecock
8857 Boylston Road
Colfax, NC 27235

VIA CERTIFIED MAIL
7099 3400 0014 1264 8057

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.
General Description of property is as follows:
Being the property described in Deed Book 2737, Page 693 located at 8857 Boylston Road and property described in Deed Book 3343, Page 375 located at 3652 Adkins Road

Dear Mr. and Mrs. Hedgecock:

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

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

The purpose for which this property is to be condemned is the following public project: Northwest Waterline Project

The City has estimated the amount of \$1,830.00 to be just compensation for the property.

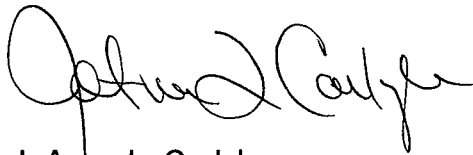
City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883-3301 Fax: 336.883.
E-mail: joanne.carlyle@highpointnc.gov

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on August 17, 2009 at 4:45 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

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

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

Yours very truly,



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

JLC:drd

c: CB Services, Trustee for RBC Bank
John B. Fleming, Jr., Agent
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601-1738

Michael Morton, Trustee for Carolina Farm Credit, ACA
146 Victory Lane
Statesville, NC 28265

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

THE INFORMATION ON THIS MAP IS TAKEN FROM A CITY OF HIGH POINT GIS DEVELOPED IN 2008.

BOYLSTON ROAD

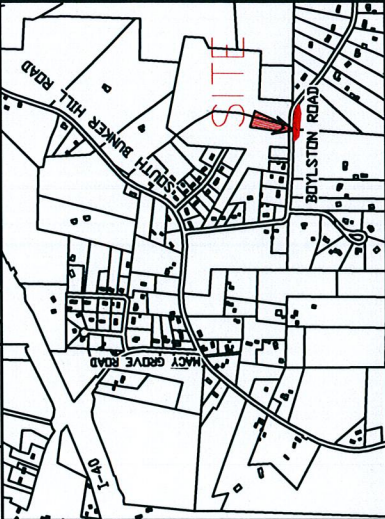
WESTBOURNE GROVE COURT

Proposed Permanent Easement -
2,692 SF.
Proposed Temporary Construction
Easement: 3,772 SF.

James S. & Elizabeth A. Hedgecock
DB 2737 PG 693
Parcel #179469480119300034
Parcel 2

BOYLSTON ROAD

VICINITY MAP / NOT TO SCALE



CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

PURCHASE OF EASEMENTS FOR PROPOSED
WATERLINE

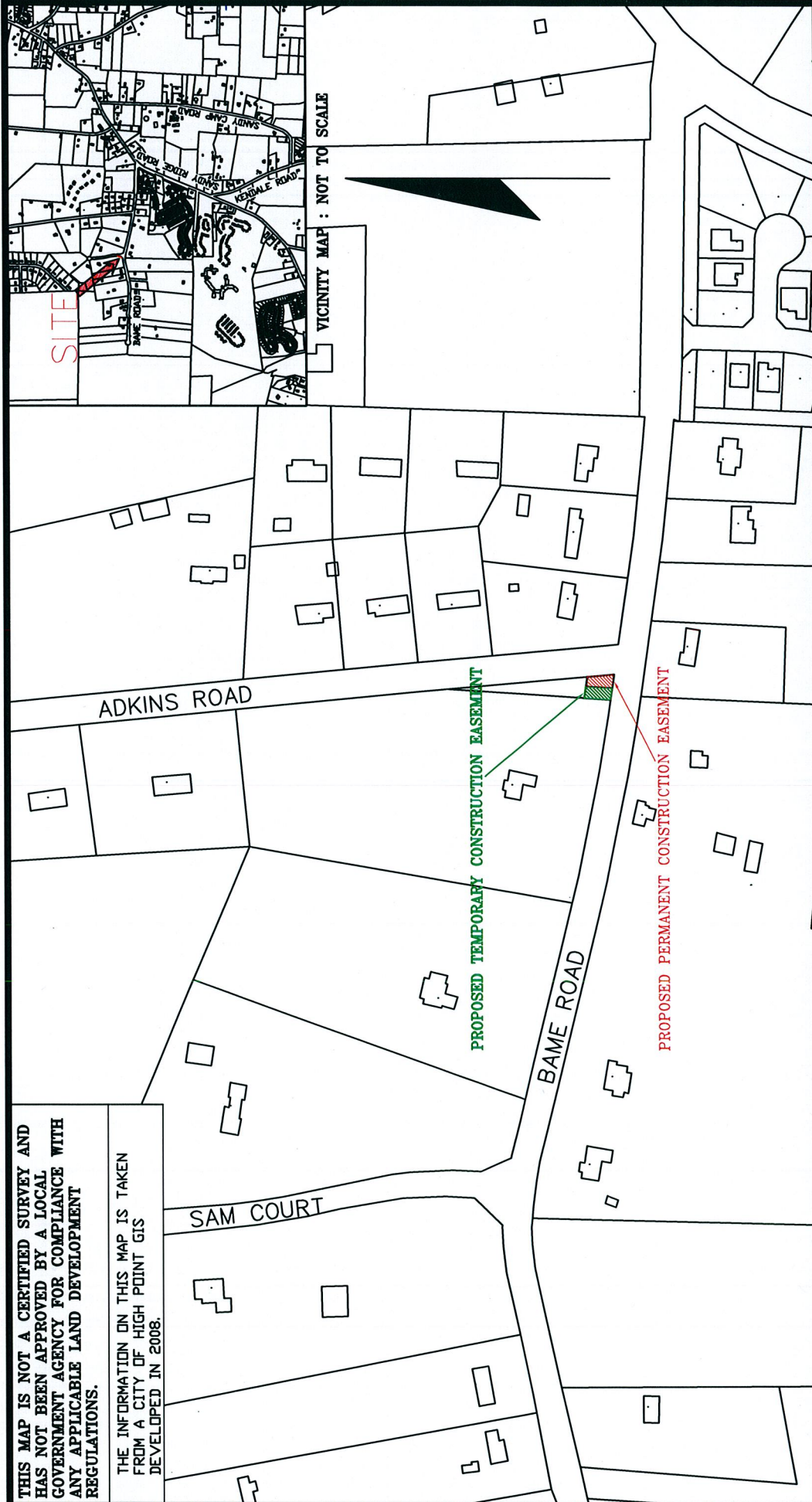
JAMES S. & ELIZABETH A. HEDGECOCK
#8857 BOYLSTON ROAD
AREA OF PROPOSED EASEMENTS:
TEMPORARY 3,772 SF & PERMANENT 2,692 SF

SCALE: N.T.S. BY: MBN

PROJECT: 2430 DATE: JUL. 2009

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CITY OF HIGH POINT
NORTH CAROLINA

PURCHASE OF EASEMENTS FOR PROPOSED
WATERLINE

ENGINEERING SERVICES
DEPARTMENT

JAMES S. HEDGECOCK
DB 3343 PG 373

AREA OF PROPOSED EASEMENTS:
TEMPORARY 1,609 SF & PERMANENT 528 SF

SCALE: N.T.S.

BY: MBN

PROJECT: 2430 DATE: JUL. 2009

Publish four (4) consecutive weeks: August 21, 28, September 4, & 11, 2009

RESOLUTION OF INTENT TO CONSIDER A
STREET ABANDONMENT
(Case # SA09-18)

WHEREAS, the City Council is requesting to close an unimproved portion of Arlington Avenue (see Plat Book 14 Page 71), lying north of Wendell Avenue approximately 300 feet east of Henry Place.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to close the street and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, September 21, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

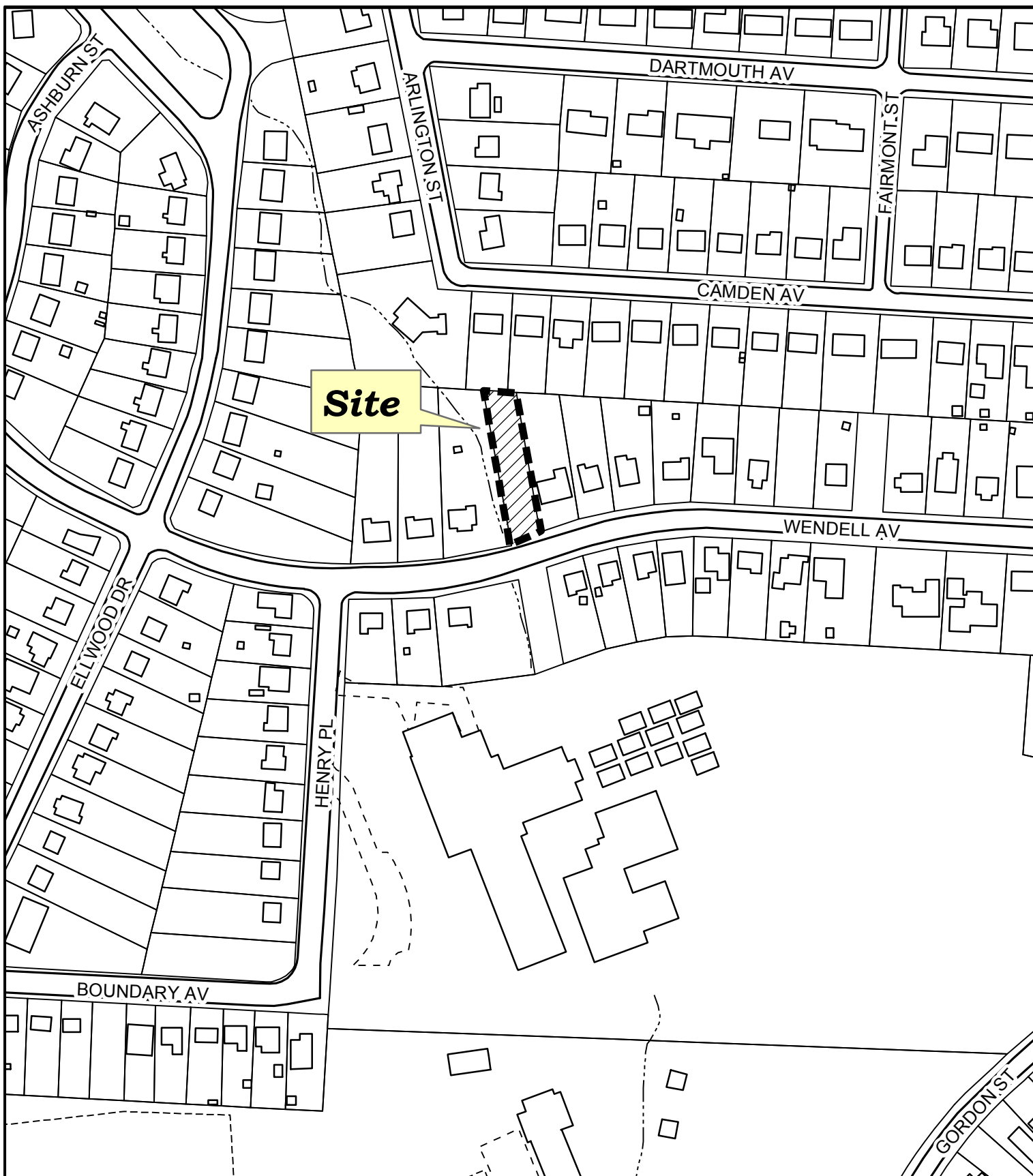
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

Further information pertaining to this request is available at the Planning and Development in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, 336/883-3544 or FAX 336/883-3056.

By Order of the City Council
This the 17th day of August, 2009.

Lisa B. Vierling, City Clerk

Petition Submitted By:
City of High Point - Technical Review Committee



STREET ABANDONMENT REQUEST SA09-18

Applicant: Technical Review Committee

Area: 0.26 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: August 11, 2009



Scale: 1"=200'

y:/ba-pz/2009/pz/
sa09-18.mxd

August 10, 2009



MEMORANDUM

AGENDA ITEM

TO: Pat Pate
Assistant City Manager

FROM: Mark McDonald
Transportation Director

SUBJECT: Municipal Agreements for ARRA Projects U-5156A, U-5156B, and U-5185

The North Carolina Department of Transportation (NCDOT) has agreed to use up to \$2,400,000 in American Recovery and Reinvestment Act (ARRA) funds to construct roadway improvements at three locations in High Point. These locations, and the amount allocated for each, are as follows:

Burton Avenue Widening & Intersection Improvements (U-5156A)	\$ 450,000
Clinard Farm Road Intersection Improvement (U-5156B)	\$ 150,000
Deep River Road Realignment (U-5185)	\$1,800,000
ARRA Roadway Construction Total	\$2,400,000

Municipal agreements (3 originals each) and resolutions are attached for consideration by City Council at their August 17 meeting. The agreements allow for one hundred percent (100%) reimbursement of eligible project costs up to the amounts shown for each project. The City will be responsible for any ineligible expenses and other costs that exceed the project allocation amounts. Ineligible expenses are typically associated with discretionary features or amenities that are not directly related to a project's purpose and need. For example, the water line extension proposed as part of the Deep River Road project will not qualify for reimbursement under ARRA program rules.

Other costs for which the City may be responsible include actual construction costs in excess of the maximum federal award amounts shown above, and/or administrative, project review, and construction inspection charges by NCDOT staff that when added to construction costs exceed the maximum federal award amounts. At this time we anticipate that the City's financial participation in the construction and management of these projects will be less than twenty (20) percent of total

Department of Transportation

August 10, 2009



project costs. This participation will be funded through 2004 General Obligation Bond accounts established for the Deep River Road realignment and intersection improvements.

A request for budget amendments to support each project has been sent to Lou Hedrick. I will be available to answer questions at the Finance Committee meeting and Council's general session on Monday August 17.

Please advise if additional information is needed.

c Randy McCaslin, Lou Hedrick, Jeff Moore, Keith Pugh, David Hyder, File

RESOLUTION

By the

HIGH POINT CITY COUNCIL

DEEP RIVER ROAD (SR 1538) REALIGNMENT (TIP PROJECT U-5185)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of the realignment of Deep River Road (SR 1538), from Sunset Hollow Drive to Eastchester Drive (NC 68); and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$1,800,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$1,800,000.

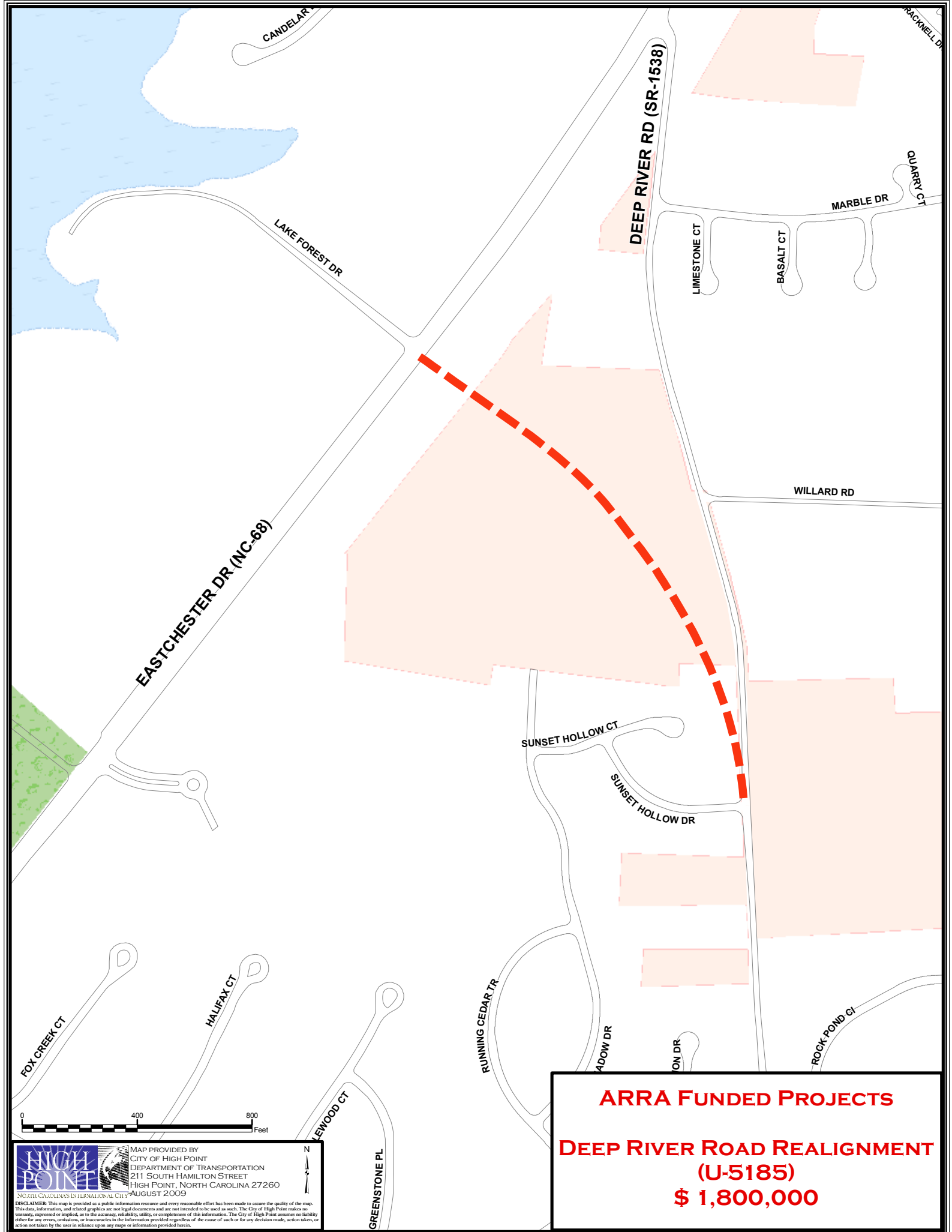
NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk





MAP PROVIDED BY
CITY OF HIGH POINT
DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2009

DISCLAIMER: This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data, information, and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, expressed or implied, as to the accuracy, reliability, utility, or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

ARRA FUNDED PROJECTS

**DEEP RIVER ROAD REALIGNMENT
(U-5185)**

\$ 1,800,000

RESOLUTION

By the

HIGH POINT CITY COUNCIL

BURTON AVENUE WIDENING & INTERSECTION IMPROVEMENTS (TIP PROJECT U-5156A)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of roadway widening and intersection improvements on Burton Avenue from Westchester Drive (NC 68) to Wright Street; and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$450,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$450,000.

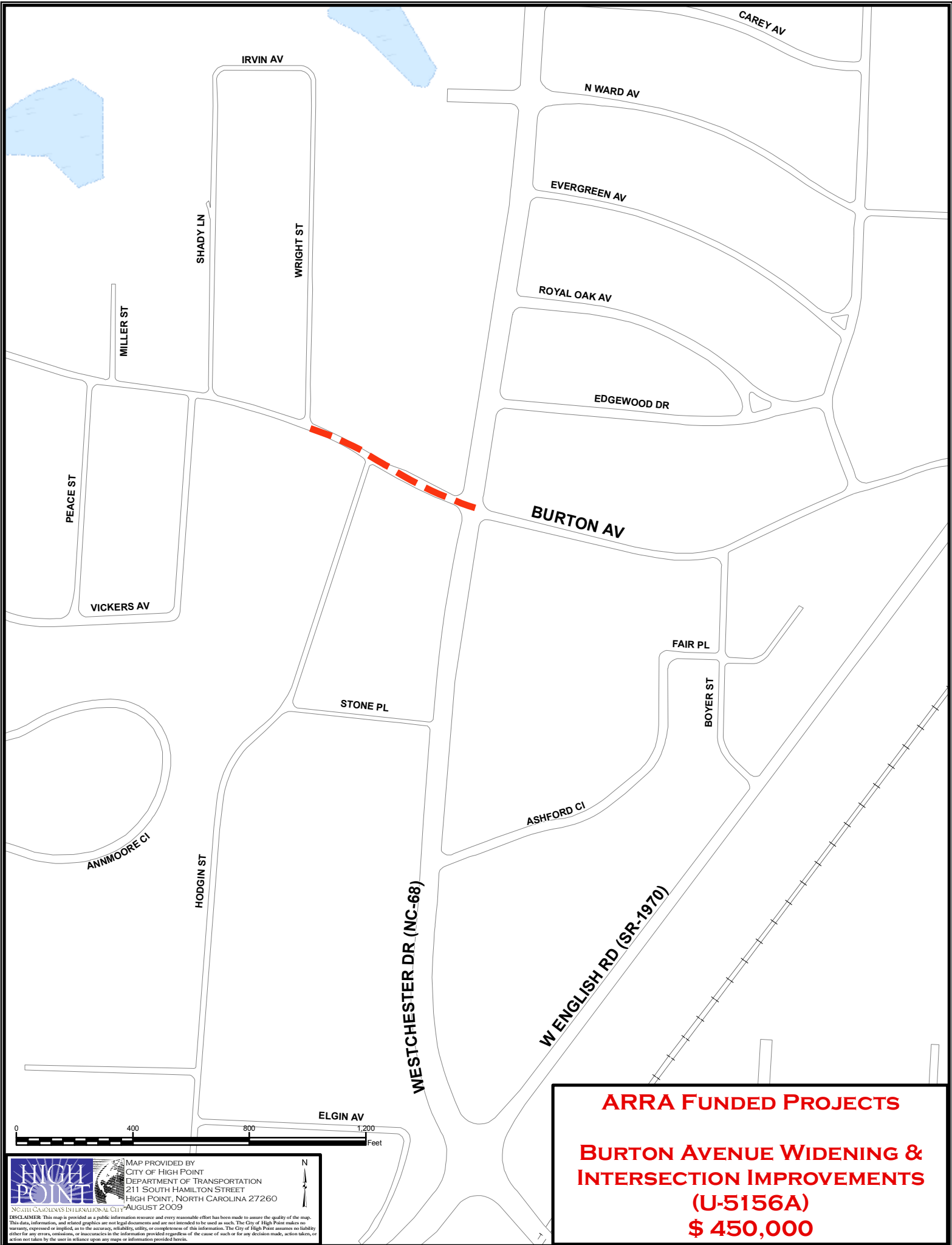
NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk





MAP PROVIDED BY
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DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
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ARRA FUNDED PROJECTS

**BURTON AVENUE WIDENING &
INTERSECTION IMPROVEMENTS
(U-5156A)
\$ 450,000**

RESOLUTION

By the

HIGH POINT CITY COUNCIL

CLINARD FARM ROAD (SR 1837) INTERSECTION IMPROVEMENT (TIP PROJECT U-5156B)

Whereas, the City of High Point has requested American Recovery and Reinvestment Act (ARRA) funding for construction of intersection improvements on Clinard Farm Road (SR 1837) at Eastchester Drive (NC 68); and

Whereas, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said construction; and

Whereas, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to one hundred percent (100%) of the approved eligible expenses up to a maximum federal award of \$150,000; and

Whereas, the City of High Point shall be responsible for one hundred percent (100%) of all costs that exceed the federal award of \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this ____ day of _____, 2009

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, City Clerk

CLINARD FARMS RD (SR-1837)

EASTCHESTER DR (NC-68)

PIEDMONT PW

GUILFORD COUNTY

CARSON LN

THE OAKS LN

EMPIRE ST



MAP PROVIDED BY
CITY OF HIGH POINT
DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2009

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ARRA FUNDED PROJECTS

**CLINARD FARM ROAD
INTERSECTION IMPROVEMENTS
(U-5156B)
\$ 150,000**

EXHIBIT C

Resolution authorizing condemnation to acquire a portion of certain property in connection with the Northwest Waterline Project.

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire that certain 533 Macy Grove Road, Colfax, NC.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed interest in this property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$1,205.00;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of HighPoint THAT:

1. the City of High Point shall acquire by condemnation, for the purposes stated above, the property and interest described as follows;

title to a portion of that certain property located at 533 Macy Grove Road, Colfax, NC, recorded in Deed Book 4377, Page 428 of the Guilford County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$1,205.00 to the Clerk of Superior Court as just compensation to said owners, payment to be made from Account No. 421001020740.

Adopted by City Council,
this 17th day of
August, 2009.

Lisa Vierling
Lisa Vierling
City Clerk





MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – August 17, 2009 Agenda
Northwest Waterline Project
533 Macy Grove Road

DATE: July 9, 2009

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 4377, at Page 428 of the Guilford County Registry located at 533 Macy Grove Road, Colfax, NC.

On July 8, 2009 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

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

Assistant City Attorney

JoAnne L. Carlyle



July 8, 2009

NOTICE OF CONDEMNATION

Mr. Jonathan Thomas Ballinger
6112 Ballinger Road
Greensboro, NC 27410

VIA CERTIFIED MAIL
7099 3400 0014 1265 1507

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.

General Description of property is as follows:

Being the property described in Deed Book 4377, Page 428 located at 533 Macy Grove Road, Colfax, NC

Dear Mr. Ballinger:

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

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

The purpose for which this property is to be condemned is the following public project: Northwest Waterline Project

The City has estimated the amount of \$1,205.00 to be just compensation for the property.

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

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on August 17, 2009 at 4:45 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

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

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

Yours very truly,

A handwritten signature in black ink, appearing to read 'JoAnne Carlyle', with a long, sweeping horizontal line extending to the right.

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

JLC:drd

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

THE INFORMATION ON THIS MAP IS TAKEN FROM A CITY OF HIGH POINT GIS DEVELOPED IN 2008.

JONATHAN THOMAS BALLINGER
DB 4377 PG 428
Parcel #179469480122500042
Parcel 20

Proposed Permanent Easement
1,200 SF.

VICINITY MAP : NOT TO SCALE



PURCHASE OF EASEMENTS FOR PROPOSED WATERLINE

JONATHAN THOMAS BALLINGER
GRAYS LAND ROAD
AREA OF PROPOSED EASEMENTS:
PERMANENT 1,200 SF

CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

SCALE: N.T.S. BY: MBN

PROJECT: 2430 DATE: JUL. 2009

Jamestown > Signed

RECEIVED

SEP 17 2009

NORTH CAROLINA

AGREEMENT

Public Services Dept

GUILFORD COUNTY

FILE

This Agreement, made this 15 day of September, 2009, among the City of High Point ("High Point"), the Town of Jamestown ("Town"), the Sedgefield Sanitary District ("Sedgefield"), and the City of Archdale ("Archdale"):

WHEREAS, High Point and each of the other parties have separate existing agreements concerning the joint use of and financial support for High Point's Eastside Wastewater Treatment Plant ("Eastside Plant"), to wit:

- Agreement between Jamestown and High Point dated June 10, 1981; and "Amendment No 1" to the original agreement with execution signatures of December 23, 1982 and December 29, 1982.
- Agreement between High point and Sedgefield dated April 1, 1992.
- Agreement between High Point and Archdale dated June 10, 1981; and

WHEREAS, the parties intend that the aforementioned existing agreements remain in full force and effect until a new Consolidated Wastewater Treatment Facility contract is completed among the parties; and

WHEREAS, High Point, at its own expense, have made upgrades to the Eastside Wastewater Treatment Plant for an Odor Control system (the "Project") that will benefit all parties.

NOW, THEREFORE, in consideration of the mutual promises herein expressed, the parties agree as follows:

1. The aforementioned existing separate agreements are ratified and remain in full force and effect according to their respective terms, except as specifically modified herein, and the respective obligations of Jamestown, Sedgefield and Archdale under those existing agreements are in addition to their respective obligations under this Agreement.
2. Jamestown, Sedgefield, and Archdale shall pay to High Point as their respective shares of the total costs of the Project the following respective sums and according to the following schedule:

- A. Jamestown shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.
- B. Archdale shall pay the City of High Point as outlined in Exhibit 1, expressed as "Repayment Proposal" of this document for their allocated share of costs associated with the Project.
- C. Sedgefield shall pay \$47,320.83 on or before December 31, 2009. The City of High Point agrees that this shall be 100% of Sedgefield's cost for the Project at the Eastside Wastewater Treatment Plant.

3. This Agreement will remain in effect until modified by the parties, and is not subject to modification except as a written and executed amendment of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first written above.



Corporate Seal

CITY OF HIGH POINT, NORTH CAROLINA

Rebecca R. Smithers
Mayor

ATTEST:

Laura Sparks
City Clerk



Corporate Seal

TOWN OF JAMESTOWN, NORTH CAROLINA

Keith Wolf
Mayor

ATTEST:

Martha Stapp Wolf
City Clerk

CITY OF ARCHDALE, NORTH CAROLINA

Mayor

Corporate Seal

ATTEST:

City Clerk

SEDGEFIELD SANITARY DISTRICT,
NORTH CAROLINA

Title

Corporate Seal

ATTEST:

Repayment Proposal (Exhibit 1)

Odor Control Project/Facility (Eastside Wastewater Treatment Plant)

	MGD	% ownership	Cost per owner	Payments
High Point	21.275	0.82	\$ 4,474,447.04	
Archdale	2.5	0.10	\$ 525,786.96	or see below
Jamestown	2	0.08	\$ 420,629.57	or see page 2
Sedgefield	<u>0.225</u>	<u>0.01</u>	<u>\$ 47,320.83</u>	
	26		\$ 5,468,184.40	

Engineering costs \$ 498,759.15

Construction costs \$ 4,969,425.25
 Total \$ 5,468,184.40

Engineering estimate for facility life expectancy is 20 years

City of Archdale					
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly To begin 9/1/2009
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly
\$	26,289.35	3.500%	\$ 27,209.48	\$	2,267.46 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.000%	\$ 27,340.92	\$	2,278.41 monthly
\$	26,289.35	4.125%	\$ 27,373.78	\$	2,281.15 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	26,289.35	5.000%	\$ 27,603.82	\$	2,300.32 monthly
\$	525,786.96		\$ 547,902.88		

Repayment Proposal (Exhibit 1)

Town of Jamestown					
\$	21,031.48	3.500%	\$	21,767.58	\$ 1,813.97 <i>monthly To begin 9/1/2009</i>
\$	21,031.48	3.500%	\$	21,767.58	\$ 1,813.97 <i>monthly</i>
\$	21,031.48	3.500%	\$	21,767.58	\$ 1,813.97 <i>monthly</i>
\$	21,031.48	3.500%	\$	21,767.58	\$ 1,813.97 <i>monthly</i>
\$	21,031.48	3.500%	\$	21,767.58	\$ 1,813.97 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.000%	\$	21,872.74	\$ 1,822.73 <i>monthly</i>
\$	21,031.48	4.125%	\$	21,899.03	\$ 1,824.92 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	21,031.48	5.000%	\$	22,083.05	\$ 1,840.25 <i>monthly</i>
\$	420,629.57		\$	438,322.30	

Town of Sedgefield			
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	3.500%	\$ 2,448.85
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.000%	\$ 2,460.68
\$	2,366.04	4.125%	\$ 2,463.64
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	2,366.04	5.000%	\$ 2,484.34
\$	47,320.83		\$ 49,311.26