City of High Point

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

Meeting Agenda

Monday, August 6, 2012

4:45 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE

1. 120197 Contract - James River Equipment Company - Wheel Loader
Council is requested to approve contract for the purchase of a new 2012 John Deere 524K Wheel Loader per the current U.S. General Services Administration (GSA) contract. Purchasing and Fleet Services recommends the contract be awarded to James River Equipment Company in the amount of $134,257.41 which is the lowest responsible and responsive bidder meeting specifications.
Attachments: Contract - Wheel Loader for MRF.pdf

2. 120198 Contract - Piedmont Truck Center - Ford Dump Trucks
Council is requested to approve contract for the purchase of two (2) Ford F750 Dump Trucks for use by the Streets Division per North Carolina State Contract. Purchasing and Fleet Services recommends that contract be awarded to Piedmont Truck Center in the amount of $209,512.00 which is the lowest responsive and responsible bidder meeting specifications.
Attachments: Contract - Piedmont Truck Center - Dump Trucks.pdf

3. 120199 Contract Extension - Asplundh - Tree Trimming
Council is requested to approve a one-year contract extension for tree trimming services for the Electric Department (ElectriCities cooperative contract) to Asplundh in the amount of $588,066.00.
Attachments: Contract Renewal - Asplundh - Tree Trimming.pdf

4. 120200 Contract Extension - Breece Enterprises - Water & Sewer Improvements
Council is requested to approve a final and maximum contract extension to the Breece Enterprises contract for additional water and sewer improvements in the amount of $881,700.00.
Attachments: Contract Extension - General W & S Improvemens.pdf

5. 120201 Resolution Authorizing Financing & Budget Ordinance Amendment for Downtown Wi-Fi Project
Council is requested to 1) authorize the City Manager and Financial Services Director to accept the proposal for the lease-purchase agreement with BB&T Governmental Finance, to authorize the borrowing as evidenced in the attached resolution, and to prepare and execute the necessary documents in connection with the financing agreement, and 2) adopt a budget ordinance in the amount of $104,092 to appropriate funds for a Downtown Wi-Fi project.
Attachments: DowntownWi Fi Financing.pdf

6. 120207 Contract - HIT Solutions - Downtown Wi-Fi Project

Consideration of contract with HIT Solutions (Meraki) in the amount of $104,092.00 to install an outdoor downtown wireless (Wi-Fi) solution for the City of High Point.

Attachments: Contract - HIT Solutions - Downtown Wireless System.pdf

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE

7. 120203 Ordinance - Demolition of Structure - 420 Tate Street

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 420 Tate Street belonging to Nellie M. Parker, heirs.

Attachments: 420 Tate Street - Demolition Ordinance.pdf

Pending Items

8. 120032 Ordinance - Demolition of Structure - 1315 Vernon Place

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

Attachments: Demolition Ordinance - 1315 Vernon Place.pdf

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE

9. 120202 Minor Amendment to Conditional Use Permit 07-31

A request by Ralph Lauren to amend vehicular access condition, to allow an additional access point to North Pendleton Street.

Attachments: Minor Amendment Staff Report - CUP07-31.pdf

PUBLIC COMMENT PERIOD - 5:15 P.M.

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

10. 120204 Public Hearing - Filing of FY 2013 FTA Section 5307 Grant Application - Hitran

Monday, August 6, 2012 at 5:30 p.m. is the date and time established to receive public comments on the filing of the FY 2013 FTA Section 5307 operating, capital and planning grant application for High Point Transit, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System.

Attachments: FY 2013 FTA - Hi Tran - Public Hearing.pdf

ANY OTHER NEW BUSINESS

11. 120205 Reappointment - Historic Preservation Commission - Peter Freeman

Council is requested to confirm the reappointment of Peter Freeman to the

Historic Preservation Commission. Reappointment to be effective immediately and will expire July 1, 2015.

12. 120206 Appointment - Housing Authority Board - Taronza Sherika Berry

Council is requested to confirm the appointment of Taronza Sherika Berry to the Housing Authority Board to fill the unexpired term of Mary Brown who has resigned. Appointment to be effective immediately and will expire December 22, 13.

Attachments: BERRY Taronza Sherika 2012.pdf

13. 120209 Proposed Change in Meeting Schedule - Labor Day Holiday - September 3, 2012

Consideration of change in meeting scheduled for September 3rd at 4:45 p.m. Suggested meeting dates are Tuesday, September 4th at 4:45 or Thursday, September 6th at 9:00 a.m.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

14. 120208 Approval of the following minutes:

Combined Meeting held Monday, July 16th @ 4:45/5:30 p.m.

Planning, Economic Development & Information Technology Committee Meeting held Tuesday, July 17th @ 9:00 a.m.

Attachments: July 16 2012 High Point City Council Combined Meeting Minutes

July 17 2012 PEDIT Committee minutes

ADJOURNMENT

CITY OF HIGH POINT **MUNICIPAL OFFICE BUILDING**

COMBINED MEETING

July 16, 2012 **4:45/5:30 P.M.**

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem M. Christopher Whitley (Ward 5); and Council Members Latimer B. Alexander, IV. (At-Large); Foster Douglas (Ward 2); Britt Moore (At-Large); Bernita Sims (Ward 1); Michael D. Pugh (Ward 3); A. B. Henley, III (Ward 4); and James W. Corey, Ph.D. (Ward 6) were present.

Mayor Smothers offered the invocation; the Pledge of Allegiance followed.

PRESENTATION OF ITEMS

120196 **APPROVAL OF THE MINUTES FROM PREVIOUS MEETINGS:**

The minutes of the following meetings were unanimously approved as submitted upon motion by Council Member Sims and second by Council Member Corey.

- Finance Committee; Monday, June 4th @ 3:30 p.m.
- Budget Review Session #3; Thursday, June 7th @ 11:30 a.m.
- Adjourned Session (Budget Review #4); Monday, June 11th @ 4:00 p.m.
- Combined Meeting; Monday, June 18th @ 4:45/5:30 p.m.
- Finance Committee; Monday, June 18th @ 3:30 p.m.

FINAL ACTION TAKEN AT THIS MEETING

At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council, **motion was made by Council Member Alexander, seconded by Council Member Sims to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent when this vote was taken]**

Motion was then made by Council Member Alexander, seconded by Council Member Sims that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent when this vote was taken]

This action cancels the Regular Meeting scheduled for Thursday, July 19th at 9:00 a.m.

FINANCE COMMITTEE- *Chaired by Council Member Alexander*

Committee Members: Whitley, Smothers and Corey

(all were present)

120180 **Contract - Bid No. 72 - Transformer for Burton Street Substation**

Approval of contract awarding Bid No. 72 for the purchase of a transformer for the Burton Street Substation. Purchasing and the Electric Department recommends the contract be awarded to Pennsylvania Transformer in the amount of $442,579.00 which is the lowest responsible and responsive bidder meeting specifications.

Larry Hopkins, Electric Operations Engineer with the High Point Electric Department, was available for questions.

Chairman Alexander publicly thanked Mr. Hopkins and the city's electric crews for getting High Point through the 100 degree heat and for dealing with the Barrow Road issues.

Council Member Corey asked about the number of electric substations in High Point; life expectancy for transformers; and standby or spare transformers. Staff replied that there are currently thirteen electric substations with the fourteenth one under construction with the life expectancy of the transformers generally being around 40 years. Mr. Hopkins explained that currently the city does have a few spare transformers as part of the Capital Program that can be moved into place should the need arise.

As a point of clarification, Mayor Smothers explained the city was fortunate that a transformer was available to replace the one that recently went bad and reiterated that the city was recently blasted over having even purchased a transformer. Council Member Douglas asked if the transformers are universal or if they have to meet certain specifications. Mr. Hopkins explained that every transformer is actually custom manufactured and the estimated delivery time is normally around six months.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Awarded contract to Pennsylvania Transformer in the amount of $442,579.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley, that this matter be approved. The motion carried unanimously. [9-0 vote]

120181 **Contract - Bid No. 76 - Broad Avenue Transit Terminal Reconstruction and Canopy Revisions**

Approval of contract awarding Bid No. 76 for Broad Avenue Transit Terminal Reconstruction and Canopy Revisions. Purchasing, Engineering and the Transportation Department recommends the contract be awarded to S & S Building Company in the amount of $790,368.00 which is the lowest responsible and responsive bidder meeting specifications.

Angela Wynes, Assistant Transit Manager (Hi tran), briefed Council on this project. Plans are to reconstruct the Broad Avenue passenger terminal by demolishing the existing building and rebuilding from the ground up. The proposed new facility will have multiple restroom facilities for male and female passengers, a larger waiting room area and a slightly larger ticket area for the terminal attendant. She explained that it would be necessary to raise the terminal canopy about two feet to prevent large vehicles from hitting it. She noted that S & S Building was one of six bids received for this project and they were the lowest responsive bidder meeting all the qualifications. Council Member Sims asked about phasing the construction and staff replied that the project is on a fast track with construction starting in mid-August with an estimated completion date of November 30th. She noted that all terminal operations will be moved from the present location to the Hi tran administrative facility. The Mayor inquired about access issues. Ms. Wynes explained they were trying to limit non-bus traffic as much as possible with signage guiding people to use Kivett Drive into the main entrance.

Council Member Douglas asked if there was a sketch available of what the new facility would look like. Ms. Wynes replied that the architect does have something available and she would get the information to the manager so it could be shared with Council. Chairman Alexander asked about the timing for posting notices and staff explained notices would be posted once the contract is awarded and a meeting takes place with the contractor so the public would be aware of a schedule and what to expect. Council Member Sims asked if staff considered using the Depot for the temporary transition rather than moving the operation to the Hi tran headquarters. Ms. Wynes explained they did not specifically look at the Depot as a location because of the challenges of the space since it would be difficult to get in and out using High Street.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Awarded contract to S & S Building Company in the amount of $790,368.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley, that this matter be approved. The motion carried unanimously. [9-0 vote]

120182 **Resolution - BB&T Investment Deposit Account Agreement**

Council is requested to adopt a resolution and agreement for deposit account with BB&T which provides the needed authorization to establish a deposit account and lists the authorized signatories on the account.

Prior to discussion, Council Member Henley asked to be recused on this matter due to a potential conflict [his position on the local advisory board with BB&T]. **Motion by Council Member Pugh, second by Council Member Douglas to recuse Councilman Henley from voting/discussion on this issue. The motion carried unanimously.**

Jackie Astrop, Treasury Services Manager, was present to answer any questions regarding this matter. She explained that Bank of America is currently the city's primary banking facility and BB&T is an additional depository for CDs.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Adopted resolution and agreement for deposit account with BB&T which provides the needed authorization to establish a deposit account and lists the authorized signatories on the account.

A motion was made by Council Member Alexander, seconded by Council Member Sims, that the resolution be adopted. The motion carried unanimously. [9-0 vote]

Resolution No. 1244/12-45 **Introduced 7/16/2012**
Adopted 7/16/2012
Resolution Book, Volume XVII, Page 94

120183 **<u>Resolution - Condemnation - 2210 Penny Road</u>**

Council is requested to authorize the City Attorney's office to proceed with the condemnation of property located at 2210 Penny Road belonging to Mr. & Mrs. Benjamin Jordon. The property is needed for the Penny Road Transmission Line.

Chairman Alexander asked if there was anyone present to speak on behalf of the property owner. There being no one to speak, he asked staff to update Council on the condemnation.

Ritchie Tuttle, Right-of-Way Agent, explained the taking of this particular property (2210 Penny Road) is a very small one, but felt Mr. Jordan was holding out on this one due to a controversy regarding a larger easement purchase for heir property along NC Highway 68. He pointed out there would not be any negative impact on Mr. Jordan's property because there will not be any poles on it and the transmission line would span across the property 75-90 feet up in the air. Mr. Tuttle reported that after several attempts he has been unsuccessful in reaching an agreement with the property owner on the amount of compensation for the property at 2210 Penny Road. He explained once the negotiations started breaking down on the Highway 68 parcel, they have hired Attorney Skipper Gates to represent them and since that time, he has not had any response.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Adopted resolution authorizing the city attorney's office to proceed with the condemnation of property located at 2210 Penny Road.

A motion was made by Council Member Alexander, seconded by Council Member Corey, that the Resolution authorizing the city attorney's office to proceed with the condemnation of the property located at 2210 Penny Road be adopted. The motion carried unanimously. [9-0 vote]

Resolution No. 1245/12-46 **Introduced 7/16/2012**
Adopted 7/16/2012
Resolution Book, Volume XVII, Page 95

120184 **<u>Public Hearing Date - FY 2013 FTA Section 5307 Grant Application - Hitran</u>**

Council is requested to establish the date of Monday, August 6, 2012 at 5:30 p.m. to receive public comments on the filing of the FY 2013 FTA Section 5307 operating, capital and planning grant application for High Point Transit, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System.

Established the date of Monday, August 6, 2012 at 5:30 p.m. as the date and time to receive public comments on the filing of the FY 2013 FTA Section 5307 operating, capital and planning grant application for High Point transit, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System.

A motion was made by Council Member Alexander, seconded by Council Member Sims, that this matter be approved. The motion carried unanimously. [9-0 vote]

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE- Chaired by Council Member Sims
Committee Members: Alexander, Douglas and Corey

(all were present)

Pending Items

120032 **Ordinance - Demolition of Structure - 1315 Vernon Place**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

Note: This matter has been pending since February 18, 2012. At that time, the Council approved a six-month extension for the property owners to make the necessary repairs. Matter due back to Council on August 20, 2012.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE
Chaired by Mayor Pro Tem Whitley
Committee Members: Sims, Henley and Moore

(all were present)

120186 **Zoning Map Amendment - City of High Point/City of Archdale**

A request for High Point City Council to initiate a zoning map amendment to establish city zoning for areas recently added to the corporate limits from a land area exchange with the City of Archdale.

Bob Robbins of Planning and Development provided an overview of this matter. The General Assembly passed a bill in late June with an effective date of July 1st to allow the transfer/exchange of property between the City of Archdale and the City of High Point. Following the transfer of this property, the city must now apply zoning to these areas in a timely fashion. The Planning & Development Department staff is requesting that Council move to initiate the process for initial city zoning. Once authorized, it will be heard by the Planning & Zoning Commission in July with a tentative public hearing scheduled before the City Council on August 20th. Both tracts were zoned residential when in Archdale's jurisdiction; the southern tract was R-15 (15,000 sq. ft. lot minimum) and the northern tract was R-10 (10,000 sq. ft. minimum). The Planning & Development Department recommends initial High Point zoning to be RS-9 on both tracts.

Chairman Whitley asked staff to confirm that notices were sent to property owners. Mr. Robbins replied in the affirmative and pointed out that notice was also posted on the property. Staff received a few inquiries from property owners across the street from this property and only one inquiry from a property owner who was affected and was interested in an office use zoning. He indicated that staff would certainly entertain a rezoning application should there be some other development on that property. Council Member Sims inquired about the difference in the tax assessment for these properties once they are changed. Mr. Robbins stated he wasn't sure, but would get the information. Randy McCaslin, Assistant City Manager, pointed out the city has provided all services as of the effective date (July 1st) to these areas.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved the initiation of a zoning map amendment by the City Council to establish city zoning for areas recently added to the corporate limits from a land area exchange with the City of Archdale.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this matter be approved. The motion carried unanimously. [9-0 vote]

ANY OTHER NEW BUSINESS

120185 Appointment/Reappointment - High Point Theatre Advisory Board

Council is requested to confirm the appointment of Kerri Sigler to the Theatre Advisory Board (replacing Monica Munoz who has resigned) and the reappointments of Megan Walley, Ryan Ferguson and Barbara Taylor. All appointments are to be effective immediately and will expire June 1, 2015.

A motion was made by Alexander, seconded by Pugh, that these appointments/ reappointments be approved. The motion carried unanimously. [9-0 vote]

120194 Appointment - Library Board of Trustees

Council is requested to confirm the appointment of Ms. Brenda Coats to the Library Board of Trustees as the Ward 4 (Henley) appointment. Ms. Coats will be replacing David Slack. Appointment will be effective immediately and will expire October 31, 2014.

A motion was made by Henley, seconded by Alexander, that this appointment be approved. The motion carried unanimously. [9-0 vote]

PUBLIC COMMENT PERIOD - 5:15 P.M.

Mayor Smothers announced this is the time scheduled for the Public Comment period and asked those citizens desiring to speak to come forward.

Glenn Chavis, who resides at 137 Orville Drive, addressed Council regarding the following issues/concerns:

1. Outside Agency funding. *He felt the current process is flawed citing there is no process in place for all non-profit agencies to compete for the money. He felt it was only fair to spread the money around and suggested some type of waiting period between funding requests for those agencies that do get funded.*

2. Overgrown lot and other violations. *Mr. Chavis stated he read with interest a recent article in the newspaper regarding 1,174 overgrown properties that have been inspected by the city. He felt the city was focusing on the overgrown lot violation and not citing other violations such as parking vehicles in the front yards, parking 18-wheelers on residential streets, noise ordinance, etc.... He mentioned an incident recently involving a parked 18-wheeler on a residential street where children were playing basketball and he almost hit a child who darted out in the street in front of him and the parked 18-wheeler. Council Member Henley mentioned a violation involving parked*

cars in the front yard that he recently reported and he thought a citation would be forthcoming as a result.

Cynthia Davis, *who resides at 413 Evergreen, addressed Council regarding adoption of the budget. She expressed disappointment that Council passed the budget without considering her suggestions for a 2% reduction on the proposed amount which would have saved the city $6,539,832.30 which, in her opinion, would have allowed the city to pay in full the wholesale price for electric power. She expressed further disappointment that Council did not review the materials she provided on her initial thoughts for the budget where she made recommendations for reductions in service (one being bi-weekly trash pick-up instead of weekly trash pick-up) after hearing repeated comments from Council that no citizen actually asked for a reduction in service. She questioned the $10,000 that was put in the budget for the relocation program because Council actually rescinded the policy. She felt there are increases throughout the budget that should have been addressed and implored Council to be considerate of the poor and those residents on a fixed income. She shared that she read where the National League of Cities reported that cities are making personnel cuts, delaying and canceling infrastructure projects and cutting local services.*

She felt the city should be more creative and shared some thoughts on tourism. She suggested there might be some ways for the city to take advantage of the crowds of people that come into the city for Furniture Market.

Leonard Thomas, *who resides at 407 Hillcrest Drive, addressed Council regarding some property damage through water infiltration into his home which has caused mold in his basement. He explained he discovered the problem in January and was told to contact the city's insurance adjuster, Ken Sterling. After meeting with Mr. Sterling, he thought the matter would be taken care of, but eventually received two letters on the same day. One where Mr. Sterling had identified a list of seven demands and the other saying that the city is not responsible for any of the damage. He provided a brief history of the above ground power lines that were buried underground and felt the city failed to do the work properly. He thought the water could possibly be getting in through his electric meter that he claimed to also be installed improperly. Both Council Members Pugh and Douglas paid a personal visit to the home at Mr. Thomas' request and Council Member Pugh felt there is a dangerous situation with exposed wiring at the home and felt the electric meter and the underground line going to the house is still not installed correctly and should be rectified. He asked that the city take this seriously because the property has suffered damage.*

The Mayor thanked Mr. Thomas for coming and informed him he and the City Council would receive a report from the city manager.

There being no one else present to comment, the Public Comment period was closed.

PUBLIC HEARINGS ON ITEMS

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE

120187 **Ordinance- City of High Point- Zoning Case 12-05**

a. A request by the City of High Point City Council to rezone property at 213 Hobson Street from a Residential Single Family-7 (RS-7) District to Central Business (CB) District, and to add this parcel into the Washington Street Mixed Use Center Overlay (WMX) District.

This site is lying along the west side of Hobson Street, approximately 125 feet north of Washington Street.

b. A request by the City of High Point City Council to remove two portions of a parcel from the Washington Street Mixed Use Center Overlay (WMX) District. The areas to be removed are lying along the northeastern and eastern terminus of the Washington Street Mixed Use Center Overlay District.

The public hearing for this matter was held on Monday, July 16, 2012 at 5:30 p.m. Bob Robbins of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Chairman Whitley opened the public hearing and asked if there was anyone present who would like to comment. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved Zoning Case 12-05 (rezoning of property at 213 Hobson Street to a CB District and the addition of this property to the WMX Overlay District and approved the request to remove two portions of a parcel from the WMX Overlay District at the northeastern and eastern terminus of the District based on consistency with the city's adopted plans. Additionally, the City Council finds this to be reasonable and in the public interest because: 1) The request is consistent with the adopted plans; 2) The request is consistent with the goals of the WMX Overlay when initially established; 3) The request for CB District zoning for property at 213 Hobson Street will continue the established zoning pattern in this area as the property abuts the CB District to the east, south and west; 4) The request addresses the land use plan objectives #8 and #10 in regards to encouraging in-fill, mixed-use, cluster development, and higher residential densities at appropriate locations; and targeting areas adjoining the central business district for revitalization activities; and 5) The request follows the initial intent of having the WMX Overlay District and CB District to coincide.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]

120188 Resolution- High Point University -Land Use Plan Amendment Case 12-02

A request by High Point University to change the Land Use Map classification for approximately 4.5 acres from Low Density Residential to Institutional. The land area associated with this amendment is lying along the north side of Boundary Avenue, west of N. College Drive and east of Meadowbrook Boulevard.

The joint public hearing for this matter and related matter **120189 High Point University- Rezoning Case 12-06** *was held on Monday, July 16, 2012 at 5:30 p.m.*

Heidi Galanti of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Note: For discussion regarding this matter, please refer to related matter **120189 High Point University- Rezoning Case 12-06.**

Following the presentation of the staff report, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved the request by High Point University to change the future land use designation for approximately 4.5 acres to an Institutional land use classification based on the findings in the staff report that the request meets the goals and objectives of the city's land use policies and will be in harmony with the land use pattern of surrounding areas and with the added condition that the entrances can be gated and used at the university's discretion following an evaluation by staff that could warrant a modification.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Pugh, that this matter be approved. The motion carried unanimously. [9-0 vote]

Resolution No. 1246/12-47 **Introduced 7/16/2012**
Adopted 7/16/2012
Resolution Book, Volume XVII, Page 96

120189 **Ordinance- High Point University - Rezoning Case 12-06**

A request by High Point University to rezone approximately 10.4 acres from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District. The site is lying along the west side of N. College Drive, between Montlieu Avenue and Boundary Avenue.

The joint public hearing for this matter and related matter **120188 High Point University- Land Use Plan Amendment Case 12-02** *was held on Monday, July 16, 2012 at 5:30 p.m.*

Bob Robbins of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Council Member Alexander questioned access as the university develops this property in the future. Mayor Smothers questioned staff's decision to include a piece of property that the applicant did not ask to be included. Bob Robbins of Planning and Development explained staff included that one lot under the assumption that one day it would be owned by the university. He further explained that the property will remain as it is now and the property owner, under that zoning, has the same rights as he has presently. Chairman Whitley asked about the status of this property and if it was possibly a rental property. Mr. Robbins indicated that the applicant could better address these issues.

At this time, Chairman Whitley opened the public hearing and asked the petitioner to come forward.

Ron Guerra, Director of Construction and Renovation at High Point University, 833 Montlieu Avenue, addressed Council. He confirmed that this is a rental property and after the Planning & Zoning hearing, the person's attorney contacted the university to start negotiations. He noted the university would like to purchase the property and is actively trying to do so, but there seems to be a disparity in the price the property owner is asking and the amount the university is willing to pay. Regarding the access, he reiterated the fact that the university wants to have minimal impact on the homes that are on Boundary and he felt more people would use the Montlieu Avenue entrance because there is a traffic light there with the other entrance being available for auxiliary parking.

Council Member Sims also questioned access to the parking lot on Boundary. Mr. Robbins explained because of the number of vehicles that will be using the parking lot, staff felt it would be of tremendous benefit to have a way in and out on the southern portion because of the lack of access from the parking lot at N. College. He noted that the Transportation Department staff recommended to locate the driveway as close as possible to N. College to the intersection so there would be a minimal effect of cars entering and leaving the neighborhood below it and the applicant agreed. Council Member Sims asked if staff would reconsider the whole access issue off Boundary because of the effect it would have on the established neighborhood and felt it would be an intrusion to that neighborhood. Mark McDonald, Director of Transportation, explained due the anticipated volume being about 250-300 spaces, staff felt only one point of access to load and unload the parking lot would not be sufficient. In an effort to assuage the concerns, Mr. Guerra informed Council that through internal procedures and processes, they could govern and control the access and do what is necessary so people are not habitually coming through. He further explained that he has spoken to Transportation about the possibility of putting a turn lane in at Montlieu and widening that entrance to make it more comfortable and a little safer since they know the other lot is coming. Council Member Douglas agreed with Council Member Sims' concerns and felt people would use the easiest access and egress which would be through the neighborhood. Mr. Guerra felt those folks pulling out of the parking lot would go to Montlieu where it would be more convenient because of the traffic light.

Chairman Whitley asked Mr. Guerra if he would be agreeable to an additional clause that the entrances required could be gated and used at the university's discretion with an evaluation of the parking lot design by staff which might warrant a modification. Mr. Guerra noted the university would certainly be up to this condition.

At this time, Chairman Whitley opened the public hearing and asked if there was anyone present who would like to make any comments in support of or in opposition to either the Land Use Plan Amendment Case 12-02 or Rezoning Case 12-06. There being no one present to comment, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted ordinance providing for the rezoning of this property from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CA-PI) District based on the findings as outlined in the staff report and consistency with the city's adopted plans. Council finds this action to be reasonable and in the public interest as identified in the staff analysis section of the staff report.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims, that this matter be adopted. The motion carried unanimously. [9-0 vote]

Ordinance No. 6937/12-54 **Introduced 7/19/2012**
Adopted 7/16/2012
Ordinance Book, Volume XVII, Page 128

120190 **Resolution - High Point University - Street Abandonment Case 12-06**

A request by High Point University to abandon Harrison Street and to abandon a portion of Meadowbrook Boulevard lying west of N. College Drive.

The public hearing for this matter was duly held as advertised on Monday, July 16, 2012 at 5:30 p.m.

Doug Loveland of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Council Member Sims explained the importance of Harrison Street to the African-American community and asked that the university find a way to acknowledge Harrison Street's existence and the individuals who lived on the street. Ron Guerra, Director of Construction and Renovation for High Point University, explained they do plan to continue the roadway down into the new parking lot, so they could certainly keep the name.

At this time, Chairman Whitley opened the public hearing and asked if anyone in the audience would like to come forward to make any remarks regarding Street Abandonment Case 12-06. There being none, the public hearing was closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted the resolution authorizing the abandonment of Harrison Street and a portion of Meadowbrook Boulevard lying west of N. College Drive based on the retention of the following utility easements: 1) a 30-foot sanitary sewer easement centered on the existing 18-inch outfall; 2) a stormwater easement centered on the existing box culvert; and 3) a 30-foot electric utility easement centered on the existing lines and based on the findings as identified in the staff report that the abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Henley, that this matter be adopted. The motion carried unanimously. [9-0 vote]

Resolution No. 1247/12-48 **Introduced 7/16/2012**
Adopted 7/16/2012
Resolution Book, Volume XVII, Page 97

120191 **<u>Resolution- High Point University - Land Use Plan Amendment Case 12-03</u>**

A request by High Point University to change the Land Use Map classification for approximately 3.6 acres from Low Density Residential to Institutional. The land area associated with this amendment consists of the block lying north of North Avenue, between Willoubar Terrace and N. Centennial Street.

The joint public hearing for this matter and related matter **120192 High Point University- Amendment to Zoning Case 12-03** *was held on Monday, July 16, 2012 at 5:30 p.m. as duly advertised.*

Note: For specific comments made at the joint public hearing regarding this matter, please refer to related matter **120192 High Point University- Amendment to Zoning Case 12-03.**

Heidi Galanti of Planning and Development provided an overview of the staff report for Land Use Plan Amendment Case 12-03 which is hereby attached in Legistar as a permanent part of these proceedings.

Following the conclusion of the joint public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution approving Land Use Plan Amendment Case 12-03 to change the future land use designation for approximately 4 acres to an Institutional land use classification based on consistency with the city's adopted plans and by adopting the statements as outlined in the Staff Analysis section of the staff report.

A motion was made by Council Member Whitley, seconded by Council Member Henley, that this matter be approved. The motion carried by an 8-0 vote. [Council Member Pugh was absent due to being excused]

Resolution No. 1248/12-49 **Introduced 7/16/2012**
Adopted 7/16/2012
Resolution Book, Volume XVII, Page 98

120192 **Ordinance- High Point University - Amendment to Zoning Case 11-03**

A request by High Point University to amend Conditional Zoning Case 11-03 (CZ11-03) to:

a. Add approximately 4 acres and rezone the additional land area from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District. The parcels to be added to CZ11-03 consists of the property at 906 Willoubar Terrace and the block lying north of North Avenue, between N. Centennial Street and Willoubar Terrace.
b. Amend conditions of Conditional Zoning Ordinance CZ11-03 pertaining to permitted uses, development and dimensional requirements, landscaping/buffer/screening, and vehicular access.

The joint public hearing for this matter and related matter **120191- Land Use Plan Amendment Case 12-03** was held on Monday, July 16, 2012 at 5:30 p.m.

Bob Robbins of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Chairman Whitley asked staff to address the issue of the individual who resides there and his ability to have access to the street. Mr. Robbins replied that the university could address this concern, and confirmed issues were brought up at the Planning and Zoning Commission meeting regarding contractors equipment, etc... being in the street as well as other concerns. He also pointed out that North Avenue and Willoubar Terrace will remain public streets and open as long as the resident is there.

Mr. Robbins explained that staff is looking for some direction from Council as to whether or not they feel the policy is being addressed since the university's plans are somewhat unknown at this point until they submit a bonafide site plan that will be reviewed by the Technical Review Committee. He further explained that staff is really just trying to determine whether or not the university is doing enough to mitigate the case. He noted that the university does have a basic idea of a dormitory building at this time and it would be a matter of determining the location of the building and other details that they are just not ready to commit to at this point.

At this time, **Council Member Pugh asked if he could be excused from the remainder of the meeting due to a commitment he made to a church in Ward 3 that invited him to participate as a city representative in their state convention. Council Member Alexander moved to excuse Council Member Pugh. Council Member Sims made a second to the motion which carried unanimously.**

Ron Guerra, Director of Construction and Renovations at High Point University, 833 Montlieu Avenue, reviewed different building scenarios (number of buildings, height, location, shape, setbacks). He explained what they are planning on building depends on a few different things: enrollment and the percentage of students that actually live at the university since they do have an extremely high percentage of students living at the university. He mentioned they may consider a U-shaped building which would take away a lot of the frontage from Centennial Street. He shared a picture of the condition as it currently exists to give Council an idea of what setbacks can do with the building. He noted the design is really based upon keeping Willoubar Terrace and North Avenue open and free for Mr. Barnes and emergency vehicles to have access because there are no positive signs that Mr. Barnes really wants to sell his property. Mayor Smothers pointed out that no matter what, the university would be required to meet the codes regarding any development that takes place. As far as the design of the building(s), Chairman Whitley suggested the university work with staff since they are encroaching into a park area.

Mr. Guerra then addressed the issues regarding construction vehicles and certain areas that did not appear to be clean and assured Council that he is very adamant that the university's construction sites and the streets are kept clean. He has made available his office phone number, e-mail, cell phone number for anyone that has a complaint. Council Member Sims expressed appreciation to the university for attempting to keep the streets and roads clean since this was not being done at one point in time. She cautioned the university as they move forward to be sensitive to Mr. Barnes' feelings although she understands that the university is at an impasse as it relates to their ability to be able to acquire certain parcels and communication breaking down. She felt they should make whatever concerted efforts that might be necessary to resolve the issue with Mr. Barnes because he has a right to quiet enjoyment of his home.

At this time, Chairman Whitley opened the public hearing and asked if there was anyone in the audience who would like to make any comments in support of or in opposition to this request. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Following this action, Lee Burnette, Director of Planning and Development, brought an issue to Council's attention regarding proposed conditions submitted by High Point University in regards to Transportation Department requirements and explained this condition was actually agreed upon after the Planning and Zoning Commission meeting. It should have been included in Council's action tonight, but the applicant forgot to bring it forward during discussion of the case. This is a minor change that the applicant has worked out with the Transportation Department dealing with the last condition. He pointed out all items are there except for in Paragraph 3 where it says prior to the issuance of a Certificate of Occupancy, which was basically tied to the permitting of the 400 units.

Since this amended condition did not originally appear on tonight's agenda, **Council Member Alexander moved to suspend the rules relative to placing it on the agenda so it could be considered. Council Member Sims made a second to the motion which carried**

unanimously. [8-0 vote] [Council Member Pugh was absent, previously excused from the meeting]

Adopted ordinance providing for the addition of approximately 4 acres to Conditional Zoning Ordinance CZ 11-03 (CZ 11-03) rezoning the additional land area to the CZ-PI District subject to resolution of the compatibility issue, amending conditions of CZ 11-03 including the modified condition in C.b.3 as recommended by the Transportation staff and as agreed upon by the applicant. As conditioned, and with appropriate consideration given to Policy 3.5 of the University Area Plan, the requested CZ-PI District will be compatible with the surrounding area and in conformance with adopted plans and based on consistency with the city's adopted plans. The City Council finds this action taken to be reasonable and in the public interest by adopting the statements in the Staff Analysis section of the staff report.

Chairman Whitley then moved approval of the amendment to Zoning Case 11-03 to include the modified condition in C.b.3 that the southbound left turn lane and the northbound right turn lane on Centennial Street must be constructed prior to the issuance of Certificate of Occupancy of the last building that has frontage on North Avenue between N. Centennial Street and Fifth Street. Council Member Alexander made a second to the motion which carried by an 8-0 vote. [Council Member Pugh was absent, previously excused from the meeting]

Ordinance No. 6938/12-55 **Introduced 7/16/2012**
Adopted 7/16/2012
Ordinance Book, Volume XVII, Page 129

120193 **<u>Jacquelyn Haizlip - Special Use Permit Case 12-02</u>**

A request to allow two separate Special Use Permits in the Washington Street <u>Mixed Use Center Overlay District.</u>

a. A Special Use Permit request to allow a bar, in the Washington Street Mixed Use Center Overlay District, at 607 Washington Street.
b. A Special Use Permit request to allow a parking lot (principal use of property), in the Washington Street Mixed Use Center Overlay District, at 619 Washington Street. The 600 block of Washington Street, where the two parcels are located, is lying along the north side of Washington Street between Fourth Street and Hobson Street.

The public hearing regarding Special Use Permit Case 12-02 was duly held on Monday, July 16, 2012 at 5:30 p.m.

___________________________*Transcript of Public Hearing*____________________________

Chairman Whitley: If you're here to speak on that case either for or against, you will need to be sworn in. If you would come forward at this time.

[oaths administered]

Mayor Smothers: Bob, before you get into this, has everybody read their material? Don't read it to us again? Okay? And everybody here who has come about this case is well aware of it.

Bob Robbins: *This is Special Use Permit 12-02. It's being brought in two parts. Part A is a special use permit to allow a bar in the overlay district-Washington Street Mixed Use Overlay district. Part B of the Special Use Permit request is to allow a parking lot. Again, in the overlay district at 619. The bar will be at 607. On the screen you can see the locations. The bar is in this location and the parking lot in that location. Both properties, of course, have the zoning underlying district of Central Business. In other commercial areas of the city, a newly established bar is required to be located a specific distance from schools, churches, parks and residential uses. However, in the Washington Street Mixed Use Overlay District, no separation is required for a bar use. However, applicant's proposing a bar use are required to demonstrate that the use will not create negative impacts on adjacent properties, particularly schools and churches. As for the parking lot, the property owner desiring to establish a parking lot as a principle use must document the need for proposed parking and an analysis of the potential for shared use of that parking and to minimize the overall impact on the character of the district, such as the size and location of the parking area, screening, lighting and landscaping.*

On page 101 of your packet, you'll find the statement provided in the application by the applicant as supporting documentation for the special use permit. I won't go over that particularly. You can read that. As far as special use permits go, as you are aware, they are uses permitted by right, but requires analysis for the potential impacts on the proposed neighborhood and surrounding areas. The Development Ordinance requires that we make certain findings. The first finding is that the use will not materially endanger the public health or safety if it's located where proposed. In that regard, the staff finds that compliance with that finding stating that the building is proposed to be located in a multi-use facility-the bar. The applicant has noted that she wants to do a jazz lounge and she wants to serve alcoholic beverages to patrons, but this site is very limited. It's a small building on a small lot; therefore, the number of people allowed in the building at any one time will be held down by building code restrictions. So large events and large crowds will probably not be able to use that facility. Most parking in the overlay district right now occurs along the street. This can pose a safety issue especially during peak travel times and so on for folks trying to traverse the street. The proposed parking lot is limited in size. Again, it's a fairly small parcel. They can get approximately 20 spaces on this site. It is centrally located to businesses within the overlay district which is good and it provides a safer parking option in so many respects because people can pull off the street to park their vehicles. So we found no evidence that suggests the requested special use permit for the bar or the parking lot would negatively impact the public health or safety in this area.

The second finding is that the use meets all required standards of the Development Ordinance and any additional restrictions imposed in the Special Use Permit. Both proposed uses are meeting the standards of the Development Ordinance. Again, the bar is not really visible from schools and churches. There is no separation requirement and again, we haven't identified any negative impacts for the bar at that location or the parking lot at its location.

Thirdly, that the use will not substantially injure the value of adjoining or abutting property. All we say there is the district is designed to permit a wide variety of uses and that both these are permitted in the CB District and they both are encouraged by the Washington Drive District plan. So our recommendation is that staff recommends approval of the Special Use Permit request to allow the bar in the WMX Overlay District at 607 Washington Street. We also recommend approval of the Special Use Permit for the parking lot at 619 Washington Street based on the conditions in the attached Special Use Permit application and preliminary findings of fact that are in your packet.

I want to call your attention to one other item. At the Planning & Zoning Commission meeting in June where this case was discussed, the recommendation that came from P & Z was to approve this, but they also made a recommendation that the applicant meet with members of the clergy in the area and others that are interested due to the fact that several of those folks spoke at the Planning Commission meeting and had concerns about this use. So Ms. Haizlip did do that and met with these folks in the interim from P & Z until now. In your packet is evidence of that meeting and whether or not they have resolved issues I do not know.

***Chairman Whitley**: Bob, isn't that requirement….I know it was under the old conditional use zonings, but didn't it also pertain to special use permits and was supposed to be done prior to the P & Z hearings?*

***Bob Robbins**: We strongly recommended that…..I know that when Herb talked with Ms. Haizlip originally, we recommended they hold the meeting. I don't think it's a requirement under SUP procedures.*

***Chairman Whitley**: Just under the old conditional use?*

***Bob Robbins**: Yes, it's required under conditional zoning and under the old conditional use zoning, but not with special use permits.*

***Chairman Whitley**: I just thought that we also included that. Thank you. Any questions of Bob?*

***Mayor Smothers**: Did the applicant offer the 18 month deadline or is that required by ordinance?*

***Bob Robbins**: Per the ordinance.*

***Chairman Whitley**: Any other questions? [none at this time] Thank you Bob. Would the petitioner like to come forward and make a few remarks? If you will give us your name and address please.*

***Logan Leinster** (Legal Associate): Good evening. My name is Logan Leinster. I'm here with Tom Terrell. We represent Ms. Haizlip at Smith Moore Leatherwood. I have a couple of handouts. Can I bring them up before I start?*

***Chairman Whitley**: Sure.*

***Logan Lienster**: Thank you. Based on the testimony at P & Z, it appears that the discussion on this issue has focused on connotations implied by the term "bar" and in reality there is no zoning category that adequately fits the use and vision by Ms. Haizlip. This will be a space for a wide variety of community gatherings from birthday parties to baby showers where members can socialize, enjoy live music and hopefully reconnect with Washington Street's jazz legacy. And, yes, Ms. Haizlip intends to sell alcohol to her patrons, but that factor should not overshadow the benefits this new adventure will bring to Washington Street or distract the Council from finding that the proposal fulfills the four standards set forth to receive a special use permit. Mr. Robbins just read the standards, so I don't need to repeat them. Regarding the effect on public safety and property value, bring more people and more business to Washington Street will encourage more investment to improve the area making it a safer place to live, work and visit. Private investment in one business improves all business. Twenty new off-street parking spaces right next door will also offer safer parking options to both customers as well as other area residents, employees and visitors. Washington Street needs parking and developing this vacant, overgrown lot will remove what is at the present an eyesore collecting empty liquor bottles. A landscape and paved lot improves value. A vacant lot with weeds and trash harms values. At P & Z, a couple of citizens did voice concerns about smoking or security around the event space; however, by law it will be a non-smoking venue and security will be provided to escort exiting patrons to the parking lot when requested.*

Ms. Haizlip's plans are also entirely consistent with the broader redevelopment plans for the district as a whole as detailed here in the Washington Drive Development plan. By bringing back jazz and entertainment to Washington Street, Ms. Haizlip's proposal supports the plans identified goals of offering unique entertainment options that will help the area achieve an image that is distinct from the rest of the Piedmont and pay homage to its unique history. This plan was created with input from citizens from all areas of social, civic and economic life in High Point including Washington Drive. It calls for restaurants and entertainment. It doesn't say that Washington Street should be set aside as an alcohol free zone. However, what Ms. Haizlip proposes does very much embody the spirit of this development plan. Not only will she attract more business to the area, but she has already created new jobs for several local residents who she has hired to redesign and renovate her space. Her commitment to this community is deep and the success of her event space will continue to create more jobs and leverage benefits to the surrounding neighborhood. Clearly what Ms. Haizlip proposes is much more than just a bar.

To wrap things up, High Point has been discussing ways to revive Washington Street for years and now someone who is from this community and is ready to invest and take steps to fulfill the city's vision. You've got somebody here who is ready to do that. If the vision you all have for Washington Street, the vision that's here in this plan is going to be realized, you have to foster and support her efforts and that includes offering her a fair incentive to award her investment and assure she can compete with other High Point venues. After all the testimony tonight, I think you all will have heard sufficient evidence to warrant issuing these special use permits. Thank you for your time and I will be happy to answer any questions you all have.

***Council Member Corey**: I have a question. There was some question about how many clients could be inside this establishment at one time.*

***Logan Lienster**: She is not anticipating more than 200 visits on a daily basis. It's not a very large space.*

***Council Member Corey**: Two hundred?*

***Mayor Smothers**: Not at one time.*

***Logan Lienster**: Not at one time, but on a daily basis.*

***Mayor Smothers**: Fire Code would restrict how many people….*

***Council Member Douglas**: I think what he is asking is what is the capacity?*

***Logan Lienster**: I'm not entirely sure about that. It hasn't been given yet.*

***Mayor Smothers**: To clarify one thing you said we should reward her….what did you mean by that? Approve it? The permit?*

***Logan Lienster**: Yes. My argument is that you don't want to handicap her from being able to create more business in the area.*

***Mayor Smothers**: Correct. Got it.*

***Council Member Alexander**: There seem to be a great deal of uses that might be offered, everything from watching sporting events to baby showers to dancing and that kind of thing. Did you have any operating times and dates that you might have being that the church is there or obviously they have established hours of patterns?*

***Logan Lienster:** Well it's not intended that this would be open every day of the week. It would be mostly on the weekends and it won't be during church hours. This would be membership only. It's not going to be open to the public to come and go. The idea isn't that it's going to be a typical bar. It's going to be something that serves more of a special use.*

***Council Member Alexander**: And in the patio area that you mentioned, how would you control noise or would there be music piped into the patio area?*

***Logan Lienster**: For one, it's a very, very small area. I believe the music setup is inside, maybe Ms. Haizlip can speak more to that.*

***Mayor Smothers**: Well there's not anything behind it.*

***Council Member Alexander**: Well no, I just know that noise and presence on the street isn't a bad thing, but it may be in conflict with other activities.*

***Mayor Smothers**: I don't think so.*

***Jacquelyn Haizlip**: Good evening. We were trying to keep the noise….well, first of all, it will be a small facility. I envision maybe fifty people being there coming and listening to music on the weekends. The hours that I'm proposing on the weekends (Thursday, Friday and Saturday) would be from 6:00 p.m. to maybe 1:00 or 2:00 a.m.*

***Mayor Smothers**: Well the ABC laws also will restrict hours.*

***Council Member Sims**: They will restrict the hours she can serve alcohol.*

***Mayor Smothers**: Right, but if you're going to a bar, you are not just going to hang around and look at the wall.*

***Jacquelyn Haizlip**: I just want to emphasize that this will be membership and memberships will be offered to people age 30 and above trying to minimize any problems we might foresee. We do not plan to be open during the normal church hours. Private parties will be available, like I said for baby showers and everything…that will be available during the weekdays when music is not being offered.*

***Mayor Smothers**: Ms. Haizlip, I will say this….just your family name, just brings to mind all the support and the investment that you and your family members have made in this community and you, particularly, on Washington Street. I can't imagine and I realize this is highly prejudicial, but I can't imagine you doing anything that would harm that neighborhood.*

***Jacquelyn Haizlip**: Thank you. I would not.*

***Mayor Smothers**: Because you have, yourself, been there.*

***Jacquelyn Haizlip**: Thank you. I want to support everything that Logan has said and that, indeed, is my testimony.*

***Council Member Douglas**: Ms Haizlip, you say you met with the churches in the area?*

***Jacquelyn Haizlip**: Yes, we addressed their concerns. One of the things, I think, was when they heard the word "bar," they envisioned where it would be an open area where anyone could just come in off the street at any time and buy a drink and I think once we got into the meeting and they understood that it would be a membership activities. Even though I know people have revivals, so those times we're not thinking about, but during normal church hours, we would not be open.*

***Council Member Douglas**: So, in other words, you've pretty much reached an agreement to co-habitate.*

***Jacquelyn Haizlip**: I did not poll them as to see who was in agreement or who was opposed to it, but I felt that we had come together with the prayer of unity that was offered at the end of the meeting. I got the feeling that people were feeling a little better about the venture.*

***Mayor Smothers**: We'll hear from the ones that don't like it. [laughter]*

***Council Member Sims**: While you're here Ms. Haizlip, could I ask you a question? Will you pursue this venture if you don't get this ABC permit?*

***Jacquelyn Haizlip**: No, probably because I don't think it would be profitable. I would be out of business in six months if I did. Thank you.*

***Chairman Whitley**: Thank you. Is there anybody else? Tom, have you got anybody else? Anyone else like to come forward and speak for or against this request? If you would come forward and give us your name and address please.*

***Terry Rouse**: Good evening. My name is Terry Rouse. I'm a subcontractor out of Greensboro, North Carolina. I would just like to say that I think this whole situation has been somewhat misunderstood based on the word "bar." I know it has to be used, but this is a place that we are using…and me, personally, and several friends of mine that are connected to ministries in different parts of the country. We have used the people in the community to do the work as we have taken the opportunity to minister to these people. And we have seen their lives somewhat change in the last couple of months. These are people that are local people in the community. Not to say much about the church because we all intend to have the same motive. This is an event center and is going to be used for different reasons other than drinking. That's just something I feel would be necessary for business purposes. It's no different than going to Applebee's, Chili's which has children in it at the same time. That's pretty much all I have to say.*

***Chairman Whitley**: Anyone else?*

***Allen Jordan**: My name is Allen Jordan. I'm a resident. I live off Washington Street there on Underhill. I have been working with them and restoring this small building and everything like that. I like jazz, you know. I have to go to Winston and maybe Greensboro, but don't have nothing here in High Point with jazz just for middle-aged people to get out some time because everything else is designed for younger people. It's a good idea, plus it's going to bring in revenue for other businesses there too. When something like that takes off, you see a whole lot of things start generating more positive on Washington Street, you know. Revitalizing like things in Greensboro they did for Martin Luther King. They started revitalizing downtown, stuff like that. We have to take a front on revitalizing some of these historical areas like that. That's all I have to say.*

***Chairman Whitley**: Thank you. Anyone else?*

***Patrick Harman**: I'm Patrick Harman with the Hayden-Harman Foundation. We own the building right next to Ms. Haizlip's proposed membership jazz club. I just wanted to express my support for her effort. I think it's going to bring a bit of vibrancy down to Washington Street, a good kind of vibrancy which is really what the Foundation has been trying to do the last few years to get people to start coming down there and having a good time and for positive reasons. So I'm really supportive of this and also it would be nice to have that lot next to it because parking is really constrained down there and things are* *starting to pop and people have no place to park and we don't want them in the back of those houses behind that street-Washington Street. So I'm pretty excited about this.*

***Mayor Smothers**: You could have identified yourself as the noise buffer since you are right next to it.*

***Patrick Harman**: I've offered our parking lot as well for overflow of customers.*

***Chairman Whitley**: Thank you.*

***Glenn Chavis**: Once, again, Glenn Chavis. I admire Jackie. This is one of those rare cases where she's using her own money. That's very rare on Washington Street and I admire that. I also like the idea of being able to take my wife somewhere. Getting dressed up and taking my wife somewhere to sit down and enjoy my friends. I look forward.*

Now let's go back. I've heard these remarks about Washington Street. Most of you don't have any idea of what went on on Washington Street at one time.

***Mayor Smothers**: Yes we do. We read all your stuff.*

***Glenn Chavis**: Washington Street……do you remember when you paid the consultants to come in here and evaluate it in terms of the historic district? You spent a lot of money. I spent two hours with one at my house and it was jazz venue, jazz venue, jazz venue…..it hasn't happened yet. But now, this young lady comes along and she wants to make it happen and I want you to approve it and make it happen because we need it. Parking spaces are needed on Washington Street very badly. Alright? That's been a problem on Washington Street for years, the parking. We can get more things done if we had parking. But the membership thing was something new to me. I would love to join and get a senior discount I hope. [laughter] I look forward to it. I know it's the right thing for this street. Another thing about liquor on Washington Street in a bar and the churches….there were four boot-legging houses very close to the very churches we are talking about now and they co-existed. They didn't operate during church hours. There was no noise during church hours, so that's nothing different. We are simply maintaining the history of the street and I want to thank Jackie for doing it. Thanks for your time again.*

***Chairman Whitley**: Thank you. Anyone else like to come forward? Seeing none, I'm going to close the public hearing.*

***Council Member Moore**: I'd like to make a comment. Have you got something else to say?*

***Terry Rouse**: I'm Terry Rouse from Greensboro, North Carolina. I've been waiting for several weeks to hear back from you guys. She really wants this deck in the front and I think that that would improve the curb appeal there. It's going to be a nice desk with wrought iron railing and maybe three or four umbrella tables. As far as the music, I had an idea of putting in a couple of speakers out there but since you spoke up, I think we're* *going to do without the speakers there. So I would like to see if we could get some notice with that.*

***Chairman Whitley**: Can you deal with that, Lee and get back with them? Ed?*

***Ed Brown**: The application is pending to change the use of the building and you can't do the deck first. The changes have to be approved first. So it's right behind it.*

***Council Member Sims**: Now did we say that we were not going to do music because I don't necessarily think that's a good idea about the music outside.*

***Council Member Alexander**: My question was just during business hours if it was going to be during the day and church was going to be operating, that might not be a positive. But I think something that shows the neighborhood is alive is a positive thing. Noise and music are relative to those who are enjoying or being kept up by it.*

***Mayor Smothers**: Well if the crowd is going to be 30 and over, they won't last too long. [laughter]*

***Council Member Sims**: Speak for yourself, Madam Mayor.*

***Mayor Smothers**: I just did.*

***Chairman Whitley**: Any other questions or comments by members of Council?*

***Council Member Moore**: This is one of the more exciting things that I've heard in the last few months or maybe a couple of years. A small individual putting at risk her investment to make something better and to make a profit and I hope you make a huge profit and a huge positive impact in that area.*

***Chairman Whitley**: Anything else? I'm going to close the public hearing and* **make a motion to place on Thursday's agenda with a favorable recommendation, Plan A and Plan B, that the request is generally consistent with the surrounding zoning and development in the area and in compliance with the goals and objectives of the land use plan and the special use permit.**

***Council Member Alexander**:* **Second.**

***Mayor Smothers**: I have a motion and a second. Are there any questions? Do we need to have separate motions on that because one is for a bar and the other is for a parking lot.*

***JoAnne Carlyle**: You can combine it.*

***Bob Robbins**: It's part of the same application so I think you can make one motion.*

Mayor Smothers: *Okay, I just wanted to make sure we've got it clear.* **All in favor of the motion, please say Aye. Aye. Any opposed? [none] That motion carries. [8-0 vote] [Council Member Pugh absent, excused from the meeting]. [applause]**

[end of transcript]

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved Special Use Permit 12-02 to allow a bar in the Washington Street Mixed Use Center Overlay District (WMX) at 607 Washington Street based upon the conditions as outlined in the Special Use Permit application and the findings of fact and that the request is generally consistent with the surrounding zoning and development in the area and in compliance with the goals and objectives of the Land Use Plan; and

Approved Special Use Permit to allow a parking lot (principal use of property) in the Washington Street Mixed Use Center Overlay District (WMX) at 619 Washington Street based on the conditions as outlined in the Special Use Permit application and the findings of fact and that the request is generally consistent with the surrounding zoning and development in the area, and in compliance with the goals and objectives of the Land Use Plan.

A motion was made by Mayor Pro Tem Whitley, seconded by Council Member Alexander, that Special Use Permit 12-02 be approved. The motion carried by unanimously. [8-0 vote] [Council Member Pugh was absent, previously excused from meeting]

FOR INFORMATION ONLY:

Example- Effect of Revenue Neutral Tax Rate on Proposed Budget

Council Member Alexander shared some numbers he compiled on the effect the revenue neutral tax rate could have had on the proposed budget. He charted the property tax information for the nine citizens who spoke during the public hearing on the budget which resulted in an average reduction of $88.97 or less. He challenged anyone to randomly pick ten residents scattered across the city and do the same comparison because they would find exactly the same thing.

Exhibit Book, Volume X, Page 64

Expression of Appreciation to Alice Moore

Mayor Pro Tem Whitley publicly thanked Alice Moore for her assistance in writing a speech he recently delivered at the graduation ceremony for ECPI. He noted there were 160 graduates with 2,200 people in attendance and the speech was well received.

CLOSED SESSION- ECONOMIC DEVELOPMENT

Mayor Smothers announced the need for a closed session for Council to be briefed on two economic development projects. **Council Member Alexander moved to suspend the rules so Council could go into closed session since this matter did not originally appear on tonight's**

agenda. Mayor Pro Tem Whitley made a second to the motion which carried unanimously. [8-0 vote] [Council Member Pugh was absent, previously excused from the meeting]

At 7:40 p.m., Council Member Alexander moved to go into Closed Session pursuant to N.C. General Statute 143-318.11a(4) to be briefed by staff on two economic development projects.

Mayor Pro Tem Whitley made a second to the motion which carried unanimously. [8-0 vote] [Council Member Pugh was absent, previously excused from the meeting]

Note: Council Member Henley left the meeting at this time and did not participate in the Closed Session.

Upon reconvening into open session at 7:55 p.m., Mayor Smothers announced there was no action taken at this time as a result of the closed session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:55 p.m. upon motion duly made and seconded.

Respectfully Submitted,

____
Rebecca R. Smothers, Mayor

Attest:

____
Lisa B. Vierling, MMC
City Clerk

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

July 30, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Lease-purchase financing for Downtown Wi-Fi Project

The City's Information and Technology Services Department has recommended a downtown wi-fi solution to meet the connectivity needs of the downtown business community. A separate memo and action of Council is requested by Steve Lingerfelt for the acquisition of the equipment and installation services.

Because time was of the essence to meet deadlines associated with the project, the Financial Services Department sent requests for proposals to 2 alternative financial and leasing institutions, and received 2 responses, both of which were responsive and conforming to the specifications for the proposal. I recommend that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to BB&T Governmental Finance who provided the City with a 1.79% interest rate for three years. A summary of the bid results is attached below for your information.

BB&T Governmental Finance	1.790%	$8,928.71
SunTrust Equipment Finance	1.865%	$8,939.47
HIT Solutions (vendor financing)	2.000%	$9,379.92

The bid results were evaluated on the initial proposal which requested an estimated funding not to exceed $104,092. The actual repayment will be $8,928.71 quarterly for a total repayment of $107,144.52.

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

1. City Council is requested to authorize the City Manager and Financial Services Director to accept the proposal for the lease-purchase agreement with BB&T Governmental Finance, to authorize the borrowing as evidenced in the attached resolution, and to prepare and execute the necessary documents in connection with the financing agreement.
2. City Council is requested to approve a budget ordinance to reflect the value of the lease borrowing and purchase of the equipment.

If you have any questions, please let me know.

Accounting 336.883.3240 | Internal Audit 336.883.3122 | Purchasing 336.883.3219 | Treasury Services 336.883.3230

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

<u>Resolution Approving Financing Terms</u>

WHEREAS: The City of High Point ("City") has previously determined to undertake a project for electronic equipment (the "Project"), and the Financial Services Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated July 18, 2012. The amount financed shall not exceed $104,092.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.79%, and the financing term shall not exceed three (3) years from closing.

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

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

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

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the Project that is to financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the Project, for project costs may be reimbursed from the financing proceeds.

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

Approved this 6th day of August, 2012

____
Lisa B. Vierling, City Clerk

____
Rebecca R. Smothers, Mayor

SEAL

"AN ORDINANCE AMENDING THE 2012-2013 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR A DOWNTOWN WI-FI PROJECT

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

Section 1. The City of High Point is borrowing $104,092 in an installment financing contract from BB&T Governmental Finance, the proceeds from which need to be appropriated for use.

Section 2. The 2012-2013 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the General Fund revenues be increased:

Lease Financing Proceeds	$ 104,092

(B) That the General Fund expenditures be increased:

Information Services Capital Outlay-Equipment	$104,092

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 ____________

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

City of High Point
North Carolina

Hi tran

Department of Transportation

Public Transportation Division

June 7, 2012

AGENDA ITEM

MEMO

To: Randy McCaslin, Assistant City Manager

From: Mark McDonald, Transportation Director

Subject: Request for Public Hearing

The Department of Transportation is in the process of preparing the FY2013 FTA Section 5307 operating, capital and planning grant application for High Point Transit, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System. In order to comply with federal and state guidelines a public hearing must be held for the grant application and the filing of the grant application with FTA and NCDOT authorized by City Council.

If you concur with this request we would like to use the following schedule.

July 16, 2012	–	Council establishes August 6th as the date for the public hearing
August 6, 2012	–	Public hearing is held
August 9, 2012	–	Council authorizes filing of grant applications to FTA and NCDOT and passes authorizing resolution to enter into agreements with NCDOT.

The proposed funding is as follows:

GRANT	TOTAL	FEDERAL SHARE	STATE SHARE	CITY SHARE	COUNTY	OTHER
Section 5307 (FTA) Operating Assistance						
City of High Point	$2,948,808	1,197,403	425,000	396,405		930,000
Davidson County	$270,000	125,000			125,000	20,000
Guilford County	$144,400	68,000			68,000	8,400
Section 5307 Routine Capital	$181,500	145,200		36,300		
Section 5307 Major Capital	$250,000	200,000	25,000	25,000		
Section 5307 Planning	$158,000	126,400	15,800	15,800		
Section 5303 Planning	$44,840	35,872	4,484	4,484		
Total	**$3,997,548**	**$1,897,875**	**$470,284**	**$477,989**	**$193,000**	**$958,400**

If you have any questions or would like to discuss the matter further, please advise.

MVM/aww

716 West Kivett Drive · High Point, North Carolina 27262
Phone (336) 889-7433 · TDD Phone (336) 883-8517 · Fax (336) 883-3425
www.high-point.net/hitran

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Demolish

PROPERTY ADDRESS: 420 Tate Street

OWNER: Nellie M. Parker, Heirs

FIRST INSPECTION: 1-25-2012

Number of Violations: Major 9 Minor 24
1) cracked rear foundation wall
2) deteriorated interior stair system
3) dwelling missing all sinks and plumbing fixtures and pipes.
4) wiring has been removed from house
5) large holes in ceilings throughout dwelling
6) holes in interior walls throughout the dwelling
7) deteriorated roof system, leaking
8) no heating system, removed
9) rotted front porch floor and ceiling systems

HEARING RESULTS: 3-9-2012

The owner did not appear for the hearing. The owner is deceased. During the hearing, the following findings of fact were established. The inspection was in response to the Macedonia-Park Terrace Neighborhood targeted inspection request. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since March 2002. The house is currently uninhabitable due to the extensive structural damage and numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is $16,000. The repair estimate is $38,800.

ORDER(S) ISSUED: 3-9-2012

Order to Repair or Demolish with a compliance date of 7-2-2012

APPEALS: No appeals to date.

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

EXTENSIONS: None requested

CURRENT STATUS: 7-31-2012

Conditions still exist. Dwelling is vacant and secure.

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

DATE: July 23, 2012

TO: Randy McCaslin, Assistant City Manager

FROM: Gary L. Smith, Director of Fleet Services Gary L. Smith

SUBJECT: Agenda Item – Wheel Loader at MRF

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

Acceptance of the quote submitted by James River Equipment Company for a new 2012 John Deere 524K Wheel Loader per the current U.S. General Services Administration (GSA) contract at a cost of $134,257.41

The material recycling facility is currently using a 1996 Case 621B wheel loader with over 11,500 hours. The new loader is the same as their existing loader, so operator training will be minimal. Having reliable and proper sized equipment is a crucial component to operating this facility. The local service facility of the existing Case loader closed in 2010, leaving Charlotte as the nearest service facility. John Deere has a service facility through James River Equipment in Greensboro and nine others in North Carolina.

This request also includes declaring the 1996 Case 621B wheel loader as surplus property and,directing staff to dispose of said equipment through the online auction process.

Funding for this equipment will come from the following account:

501271-532401

pc: Patty Sykes, Purchasing

City of High Point, P.O. 230, 3524 Triangle Lake Road, High Point, NC 27260 USA
Phone: 336.883.3598 Fax: 336.883.6699

Fleet Services Department

Gary L. Smith
DIRECTOR

City of High Point, P.O. 230, 3524 Triangle Lake Road, High Point, NC 27260 USA
Phone: 336.883.3598 Fax: 336.883.6699

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: August 8, 2012

BID NO.: GSA Contract   CONTRACT NO.:   DATE OPENED:

DESCRIPTION:

One John Deere 524K Wheel Loader at a price of $134,257.41

PURPOSE:

This will replace a 1996 Case 621B wheel loader with over 11,500 hours.

COMMENTS:

RECOMMEND AWARD TO: James River Equipment Company   AMOUNT: $134,257.41

JUSTIFICATION:

Having reliable and proper sized equipment is a crucial component to operating this facility. The local service facility of the existing Case loader closed in 2010, leaving Charlotte as the nearest service facility. John Deere has a service facility through James River Equipment in Greensboro and nine others in NC.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$134,257.41
TOTAL BUDGETED AMOUNT				$134,257.41

DEPARTMENT HEAD: Gary Smith
Digitally signed by Gary Smith
DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2012.07.26 09:20:51 -04'00'
DATE: Jul 26, 2012

The Purchasing Division concurs with recommendation submitted by the Fleet Services Dept. **and recommends award to the lowest responsible, responsive bidder** James River Equip Co. **in the amount of $** 134,257.41.

PURCHASING MANAGER: Patricia H. Sykes
Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US
Date: 2012.07.26 15:30:20 -04'00'
DATE: Jul 26, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213
Digitally signed by Jeffrey Moore 20120614-210213
DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA40722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov
Date: 2012.07.30 14:18:41 -04'00'
DATE: Jul 30, 2012

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US
Date: 2012.07.30 14:52:41 -04'00'
DATE: Jul 30, 2012

Engineering Services Department

B. Keith Pugh, P.E.
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Date: July 30, 2012

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services BKPugh

Re: City Council Agenda, August 6, 2012 – **Extension of General Water and Sewer Improvements Contract** – City Contract ENG-2011-003

On Thursday, May 19, 2011 the City of High Point awarded Contract ENG-2011-003, General Water and Sewer Improvements to Breece Enterprises as the lowest responsive bidder at $1,068,383.50. This contract contains an extension clause that allows the City to extend the contract up to 100 percent beyond the original bid amount at the contract unit prices. To date, two additional projects have been added to the contract ($186,601) through extension change orders bringing the total contract value to $1,254,984.50.

At this time, Engineering Services and Public Services recommend the contract be extended to allow for construction of five additional water projects and one sewer main project.

- Hillcrest Drive (water) – replace existing 6 inch main from N. Main to N. Rotary
- Gatewood Avenue (water) – replace existing 6 inch main from N. Lindsay to Locke
- Fourth Street (water) – replace existing 6 inch line from Washington to Richardson
- Cable Street (water) – replace existing 4 inch water with 6 inch from Green to Russell
- Ragan Avenue (water) – replace existing 2 inch water with 6 inch in 1200 block of Ragan
- Ward Avenue (sewer) – replace existing VCP exposed in creek at 625 West Ward

In several cases, the unit prices contained in the contract have been reduced from the original awarded amount. The reduction in unit prices allows us to construct all six of these projects. Engineering Services recommends that City Council approves this contract extension in the amount of $881,700.00.

Funding is available in 421779 533701 421001012805 40201 $881,700.00

/bkp

Ec: Mr. Jeff Moore, Finance Director
Mr. Chris Thompson, Public Services Director
Mr. Leon Adams, Adams and Clark Enterprises, Inc.
Ms. Patty Sykes, Purchasing Division
Mr. Eric Olmedo, Budget & Eval Director

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

DATE: July 23, 2012

TO: Randy McCaslin, Assistant City Manager

FROM: Gary L. Smith, Director of Fleet Services Gary L. Smith

SUBJECT: Agenda Item – Dump Trucks

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

Acceptance of the quote submitted by Piedmont Truck Center for two (2) Ford F750 Dump Trucks at a price of $104,756 each per North Carolina State Contract (070G). Both trucks will be used by the Streets Division and will be equipped with snow plows and salt spreaders.

These trucks will replace two existing dump trucks with snow removal equipment that are fifteen years old and have over 100,000 miles. These trucks are used year round for street maintenance and snow removal and see more wear and tear than an average vehicle does throughout the years. The new trucks will provide better service capability, improved fuel economy, and cleaner emissions.

Funding for this equipment will come from the following account:

501271-532401

pc: Patty Sykes, Purchasing

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

City of High Point, P.O. 230, 3524 Triangle Lake Road, High Point, NC 27260 USA
Phone: 336.883.3598 Fax: 336.883.6699

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: August 8, 2012

BID NO.: NC State Contract   CONTRACT NO.: 070G   DATE OPENED:

DESCRIPTION:

Two (2) Ford F750 Dump Trucks at a price of $104,756 each

PURPOSE:

These trucks will replace two existing dump trucks with snow removal equipment that are fifteen years old and have over 100,000 miles.

COMMENTS:

RECOMMEND AWARD TO: Piedmont Truck Center   AMOUNT: $209,512

JUSTIFICATION:

These trucks are used year round for street maintenance and snow removal.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$209,512
TOTAL BUDGETED AMOUNT				$209,512

DEPARTMENT HEAD: Gary Smith Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2012.07.26 09:19:37 -04'00'   DATE: Jul 26, 2012

The Purchasing Division concurs with recommendation submitted by the Fleet Services Dept. and recommends award to the lowest responsible, responsive bidder Piedmont Truck Center in the amount of $ 209,512.00.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.07.26 15:05:53 -04'00'   DATE: Jul 26, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA40722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.07.30 14:14:50 -04'00'   DATE: Jul 30, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.07.30 14:50:28 -04'00'   DATE: Jul 30, 2012

Department of Electric Utilities
Administration Division

July 24, 2012

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Asplundh Contract

I am recommending that the City of High Point continue with ElectriCities contract for tree trimming services with the Asplundh Tree Expert Company. We will need to exercise one of the one year extensions on the ElectriCities contract that was awarded in March 1, 2011.

The estimated expenditure for this year is estimated at $588,066. This amount has been budgeted for this fiscal year. Asplundh has been providing exceptional service over the past years and I have no problem in recommending them for future work.

I have attached a copy of the contract and their minority participation in High Point and in this region for your review. Let me know if you have any concerns in connection with this contract.

cc: file
Patty Sykes
Jeff Moore
Sherry Smith
Larry Hopkins

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

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: ELECTRIC

COUNCIL AGENDA DATE:

BID NO.: ElectriCities Cooperative CONTRACT NO.: 11910-N DATE OPENED: Feb. 1, 2011

DESCRIPTION:

Tree Trimming Contract

PURPOSE:

To keep the trees off of the power lines to enhance customer service

COMMENTS:

RECOMMEND AWARD TO: Asplundh AMOUNT: $588,066.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631785	527208			$588,066.00
TOTAL BUDGETED AMOUNT				$588,066.00

DEPARTMENT HEAD: Sherry Smith Digitally signed by Sherry Smith DN: cn=Sherry Smith, o=City of High Point, ou=Electric Dept, email=sherry.smith@highpointnc.gov, c=US Date: 2012.07.11 15:01:29 -04'00' DATE: July 11, 2012

The Purchasing Division concurs with recommendation submitted by the Electric Dept. **and recommends award to the lowest responsible, responsive bidder** Asplundh **in the amount of $** 588,066.00.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.07.27 11:28:23 -04'00' DATE: Jul 27, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: o=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA40722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.07.30 14:25:33 -04'00' DATE: Jul 30, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.07.30 14:55:44 -04'00' DATE: Jul 30, 2012

SERVICES AGREEMENT
Tree Trimming #111910-N

WITNESS THIS SERVICES AGREEMENT, made and entered into as of the 31 day of January, 2011, by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency (herein "ElectriCities"), And **Asplundh Tree Expert Company (**herein the "Service Provider").

RECITALS

ElectriCities desires to have the Service Provider provide certain services for each member of ElectriCities which elects to utilize the services of the Service Provider (referred to herein collectively as the "Participating Members" and singularly as a "Participating Member"), and the Service Provider, as an independent Service Provider, desires to provide those services, pursuant to the terms and provisions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the terms and provisions herein contained, IT IS AGREED:

1. **Scope of Work.**

(a) The Service Provider hereby agrees to provide each Participating Member with the services set out in Schedule A attached hereto (the "Services"), as outlined in RFP #111910-N dated November 19, 2010 and described in Service Provider's bid dated . Each Participating Member shall acknowledge its election to utilize services of the Service Provider by executing an agreement, a copy of which is attached hereto as Exhibit A (the "MC Agreement"), thereby specifically subjecting itself to the rights and obligations under this Agreement; copies of executed MC Agreement shall be provided to the Service Provider upon request. The Service Provider hereby acknowledges the rights of each Participating Member under this Agreement with the same force and effect as if each Participating Member had been a party signatory hereto and each Participating Member shall be considered a party to this Agreement. The Participating Member shall request the desired services from time to time and at any time during the term of this Agreement, but no Participating Member shall be under obligation to request any minimum amount of Services. Each request for Services shall be covered by a separate Service Order substantially in the form attached as Schedule B hereto, which shall be signed and dated by representatives of each party and attached hereto. The Service Provider shall only undertake the Services which it is authorized to provide under the Service Order(s). The Services shall be performed to the satisfaction of each Participating Member and in full compliance with the terms and provisions of this Agreement. The Service Provider shall provide all of the personnel, materials, equipment, motor vehicles and supervision necessary to perform the Services. All motor vehicles, tools and equipment to be provided by the Service Provider shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to ensure their availability and efficiency in operation.

(b) ElectriCities shall act as the agent of each Participating Member with only that authority and liability as specifically set forth in this Agreement and all actions taken by ElectriCities pursuant to this Agreement shall be solely in that capacity and not on its own behalf. ElectriCities makes no representations or warranties hereunder and shall have no obligation or liability hereunder including, but not limited to, payment for the Services, except in the limited capacity of the agent of each Participating Member as provided hereunder. It is understood and acknowledged that some or all members of ElectriCities may not elect to receive the Services. ElectriCities shall provide a list of the Participating Members, if any, that desire to participate. The Service Provider hereby acknowledges that no minimum number of Participating Members is guaranteed to participate hereunder.

2. **Payment.** The Service Provider will submit all invoicing within ten (10) days after completion of work. Payments for work performed will be made within 30 days after receipt of the invoice at the rates and terms set forth in Schedule C attached hereto by the Participating Member, subject to the right of the Participating Member to withhold ten (10%) percent thereof until the assigned work is completed to the satisfaction of the Participating Member, in its sole and absolute discretion. The Participating Member shall make all payments directly to the Service Provider and ElectriCities shall have no responsibility or liability for the payment of any services provided to the Participating Member by the Service Provider. There will be no compensation for lost work days which shall include, but not be limited to, work days lost due to inclement weather, equipment malfunctions or Participating Member's scheduled holidays. There shall be no add-on costs to the per unit cost specified on Schedule C, Rates, Charges and Expenses.

3. **Term.** This Agreement shall commence on the date above written and shall continue for a period of one (1) year and from year to year thereafter; provided, however, that either ElectriCities or the Service Provider, for any reason or no reason, may terminate this Agreement immediately by providing the other party with written notice at least thirty days prior to the expiration of the then current term, and each Participating Member that has agreed to be a party to this Agreement may terminate this Agreement as to it immediately by providing ElectriCities and the Service Provider with written notice thereof; provided, further, that in no event shall the term of this Agreement, including any extensions thereof, exceed three (3) years. Upon the termination of its participation under this Agreement by a Participating Member, that Participating Member shall have no further liability or obligation to the Service Provider except for the Participating Member to compensate the Service Provider for the Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Upon the termination of this Agreement by ElectriCities or

the Service Provider, ElectriCities and the Participating Members shall have no further liability or obligation to the Service Provider except that each Participating Member shall remain liable to pay the Service Provider for Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Without in any way limiting a Participating Member's right to terminate this Agreement as provided above, ElectriCities and each Participating Member may also suspend the Services to be performed hereunder for any length of time if, in ElectriCities' or the Participating Member's sole opinion, conditions of weather, flood, strikes or other emergencies make it desirable to do so, or the work is not being performed in full compliance with the terms and provisions of this Agreement. If ElectriCities or a Participating Member suspends the work, it shall provide the Service Provider with reasonable notice of its dissatisfaction with the work or other reason and a reasonable time to bring the work into full compliance with this Agreement. The Participating Member shall not be responsible to pay the Service Provider for any Services or related costs during the period the Service is suspended. Discontinuances of work, and or extensions of time ordered or granted by ElectriCities under this clause shall not be construed in any way as the basis for a claim for extra compensation by the Service Provider including but not limited to, any claim based on loss of efficiency or productivity and shall not operate to release the Service Provider from any of its obligations hereunder. The right of ElectriCities or a Participating Member to suspend the Service shall be in addition to, and not in lieu of, any and all other rights or remedies ElectriCities and the Participating Members may have at law or in equity, and ElectriCities' or a Participating Member's failure to suspend the Service shall not be deemed approval of the Service or a release or waiver of any such rights and remedies.

4 **Warranties and Representations of the Service Provider.** The Service Provider hereby warrants and represents to ElectriCities and the Participating Members that:

(a)All Services and labor supplied by the Service Provider under this Agreement (i) shall fully comply with all of the terms and provisions of this Agreement; and (ii) shall be performed with due care in a workmanlike manner and be free from all defects, omissions, or commission which cause or result in, directly or indirectly, any loss, damage or injury to any person or property.

(b)All parts, products and materials if any are installed by the Service Provider (new, rebuilt or otherwise) are warranted to operate in accordance with the specifications as set forth in Schedule A attached hereto and shall be free from all defects.

(c) These warranties and representations are in addition to, and not in lieu of, any and all implied warranties and shall survive the performance of the Services.

5. **Preservation of Property.**

(a) The Service Provider shall only enter upon private property for the purpose of performing the Services agreed to hereunder. The Service Provider shall be responsible for the preservation of all public and private property, and shall use such precautions as are necessary to prevent damage or injury thereto.

(b) The Service Provider shall be responsible for loss or damage to motor vehicles, materials, equipment and other items used or held in connection with the Services. If the Service Provider's employees are issued any equipment or other property of a Participating Member for use under the Agreement, such employees are expected to return such equipment or other property in the same condition in which it was issued, reasonable wear and tear accepted and take reasonable actions to prevent damage or loss of such equipment or other property. The Service Provider will be required to reimburse each Participating Member for the repair or replacement cost of any lost or damaged equipment or other property of that Participating Member.

(c) All of the Services shall be performed at the Service Provider's risk, and if the Services or any product or material provided in connection therewith is damaged or destroyed in any way prior to completion, the Service Provider shall promptly repair or replace the same at no additional cost or expense to any Participating Member.

6. **Safety and Regulation.**

(a)The Service Provider shall perform the Services under this Agreement with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by each Participating Member or by local, state, and federal authorities to safeguard lives and properties. The Service Provider shall immediately report to the Participating Member representatives any hazardous situation encountered, of which it receives notice that applies to that Participating Member. The Service Provider shall not leave the site until the hazard is corrected or the Service Provider is authorized to leave by a Participating Member supervisor or designee. The Service Provider will also promptly report to the Participating Member representative any information it has regarding a defective or unsafe condition on any premises of the Participating Member or one of its customers that applies to that Participating Member.

(b)The Service Provider shall perform the Services hereunder in strict compliance with each Participating Member's policies and procedures, if it has any that apply to the Services and as they may change from time to time. Each Participating Member shall provide the Service Provider with those policies and procedures prior to or with the Service Order for which they are to apply.

7. Compliance with Laws

(a)The Service Provider shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Services to be performed hereunder, including, without limitation, those related to environmental protection and safety and health as promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970, as amended.

(b)The Service Provider will obtain all of the appropriate governmental licenses and permits necessary to perform the Services to be provided hereunder, including, without limitation, those related to environmental protection and shall maintain such licenses and permits at all times during the term hereof and as otherwise required by law. The Service Provider shall provide each Participating Member, or its designee, with a copy of such licenses and permits upon request.

8. Service Provider Personnel

(a) The Service Provider shall at all times be responsible for the conduct and discipline of its employees, and provide personnel to perform the Services hereunder with the proper skills, experience, knowledge and technical training necessary therefore. Any employees of the Service Provider who shall appear in any way unqualified or presents a public image detrimental to a Participating Member, in ElectriCities' or that Participating Member's sole judgment, shall no longer be assigned to perform work for that Participating Member and shall not again perform any work for that Participating Member, without that Participating Member's prior written consent. It shall be the Service Provider's responsibility to conduct adequate background checks on all employees providing Services under this Agreement. The Service Provider shall not permit the use or possession of firearms, alcohol or drugs of any type while conducting Services pursuant to this Agreement. No employee of the Service Provider under the age of 18 shall be permitted to perform any of the Services or permitted on the property owned by the Participating Member or its customers.

(b) Attention is called to the fact that certain portions of the Services calls for workmen skilled not only in their trade, but specialized in the particular line required. The Service Provider shall provide that such work shall be performed by workmen who are skilled and specialized in the work to which they are assigned. None of the Service Provider's Level II Technicians or engineers may be withdrawn by the Service Provider from the work without due notification being given to the Participating Member and ElectriCities; provided, however, that no such work withdrawal shall be made if it will jeopardize successful completion of the work.

9 **Cooperation** The Service Provider agrees, at its cost and expense, to make available its employees and records and to otherwise cooperate as

reasonably requested by a Participating Member when necessary to participate in any action or proceeding related to the Services to be provided under this Agreement.

10. **Service Provider Identification** The Service Provider, upon request of a Participating Member, shall provide adequate identification for its personnel so that the public can easily identify them.

11. **Books and Records** The Service Provider shall maintain its books and records to support all work performed and all items billed to a Participating Member and shall retain all such books and records for a period of three (3) years following the expiration or earlier termination of this Agreement. In addition, the Service Provider shall maintain all records required by any local, state or federal law, rule or regulation. Each Participating Member or ElectriCities may review and copy all books and records maintained pursuant to this Section 11.

12. **Reports** In addition to all other reports required by this Agreement, the Service Provide shall provide each Participating Member with such other reports, copies and printouts as the Participating Member shall reasonably request in connection with the Services.

13. Indemnification

(a) The Service Provider agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of ElectriCities, or its officials, officers, directors, agents or employees. In no event shall ElectriCities or either parties officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

(b) The Service Provider agrees to the fullest extent permitted by law,
to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS the Participating Member, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs

and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of the Participating Member, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of the Participating Member, or its officials, officers, directors, agents or employees. Except as may result from Section 19 hereof, in no event shall the Participating Member or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The Service Provider agrees that the Participating Member, and its officials, officers, directors, agents or employees are third party beneficiaries of the provisions of this Agreement with the right to enforce the same and that their obligations to ElectriCities and its officials, officers, directors, agents or employees hereunder shall be joint and several.

(c) The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services provided pursuant to this Agreement; or (iii) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officials, officers, directors, agents or employees related to the Services to be performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result (in whole or in part) from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

ElectriCities disclaims all liability and responsibility for any and all acts and omissions of the Participating Members. A Participating Member shall not be deemed an agent of ElectriCities and ElectriCities and its officials, officers, directors, agents or employees shall not be responsible for any acts or omissions of a Participating Member or its officials, officers, directors, agents or employees.

14. **Insurance**

(a) The Service Provider shall not begin to provide any Services under this Agreement until: (i) it has obtained all the insurance required herein; and (ii) if requested by ElectriCities or a Participating Member, it has furnished certificates evidencing such insurance to ElectriCities and/or the Participating Member, or a designee. Every certificate of insurance evidencing the coverage as required herein shall provide that: "No reduction, modification, cancellation or expiration of the policies shall become effective until thirty (30) days from the date of written notice thereof has been given to the Participating Members and ElectriCities." The Service Provider shall obtain and maintain at'all times during the term of this Agreement, at its own cost and expense, the following insurance having listed minimum amounts of insurance coverage:

Type		Limits
Workers' Compensation and Occupational Disease		Statutory
Employer's Liability		
	Each accident	$500,000
Commercial General Liability		
Bodily Injury		
	Each Occurrence	$500,000
	Aggregate	$500,000
Property Damage		
	Each Occurrence	$500,000
	Aggregate	$500,000

Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, broad form property damage, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage.

Automobile Liability		
Bodily Injury		
	Each Person	$500,000
	Each Occurrence	$500,000
Property Damage		$500,000,

Auto Policy shall cover all owned, hired or non-owned vehicles. Umbrella Liability

Each Occurrence $1,000,000

All policies, except Workers' Compensation, shall be endorsed to name each Participating Member and ElectriCities and, if requested by ElectriCities, the appropriate Power Agency, as additional insured(s), with respect to liability arising out of the Service Provider's Services performed under this Contract using the form of an additional insured endorsement as shall be requested by a Participating Member or ElectriCities. All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where the Services are to be performed. An A M Best rating of at least A-VI shall be required. The comprehensive general liability insurance to be carried by the Service Provider pursuant to this Agreement shall include coverage for all of the Service Provider's contractual liability under this Agreement with limits not less than those set forth above

(b) At ElectriCities' or a Participating Member's request, the Service Provider may be required to carry greater coverage amounts and/or other types of insurance. Compliance with the above requirements shall in no way limit or restrict the Service Provider's obligations under the indemnity or other provisions of this Agreement. Nothing herein shall be deemed to restrict the amount or types of insurance the Service Provider shall carry and the Service Provider is at risk for making its own decisions regarding those items. The Service Provider acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by the Participating Members or ElectriCities that only such policies, in such amounts, are necessary to protect the Service Provider from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by the Service Provider of its obligations under this Section, shall not relieve the Service Provider of liability under any other provisions of this Agreement, including, without limitation, those involving indemnification.

15. **Confidentiality**

(a) The Service Provider acknowledges and agrees that the information and materials it receives in connection with the Services performed under this Agreement (the **"Confidential Information")** is confidential and a valuable asset, and is disclosed to the Service Provider solely on the condition that it agrees that, during and, for a period of five (5) years after, the term of this Agreement, it will maintain the absolute confidentiality of the Confidential Information, will not use or disclose the Confidential Information in any business or other capacity, will not disclose the confidential information to anyone not performing the Services under this Agreement, and will not make unauthorized copies of any portion of the Confidential Information disclosed in writing or other tangible form.

(b) To effectuate the foregoing, the Service Provider agrees that, upon request of ElectriCities or a Participating Member, each of the Service Provider's employees that is involved in the Services provided under this Agreement shall execute and deliver a confidentiality agreement in a form reasonably satisfactory to ElectriCities or a Participating Member, as the case may be; provided, however, obtaining these agreements shall in no way limit the Service Provider's obligations or liabilities under this Agreement. The Service Provider acknowledges that in the event of the breach of this Section 15, the Participating Member and ElectriCities will be irreparably damaged and that damage will be difficult to determine with the certainty or to compensate ElectriCities or a Participating Member fully for the monetary value of its losses and damages. Therefore, in addition to all remedies at law or in equity, the Service Provider agrees that any prohibited disclosure or misuse of the Confidential Information shall give rise to remedies at law or in equity, including actions for damages or temporary restraining order, preliminary injunction and permanent injunction to enjoin the conduct of the Service Provider and/or its employees in violation of the provisions of this Section.

16. **Survival** Where any covenants, obligations, indemnities or other provisions contained in this Agreement, or in any other instrument executed in connection with the transactions described herein, by its context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provisions shall survive the expiration or other termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that all the covenants, obligations and indemnities made in Sections 4, 13, 14, 15 and 19 of this Agreement shall survive the expiration or other termination.

17. Scheduling

(a) The Service Provider's work hereunder shall be performed during the normal work week, Monday through Friday except for Participating Member's scheduled holidays. The normal work day shall not exceed eight (8) hours. Travel time to and from the Participating Member's premises and the lunch period shall not be included as part of the standard eight (8) hour work day with the starting time to be coordinated with each Participating Member.

(b) The Service Provider agrees that the work shall be commenced and carried out at such points, and in the order of precedence, and at such times and seasons as may be required to meet the schedule provided by ElectriCities and/or the Participating Member pursuant to Section 1 (b) above for the completion of the Inspection and Testing Services.

(c) No necessity for an extension of time provided by ElectriCities or the Participating Member pursuant to Section 1 above for the completion of the Inspection and Testing Services is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service Provider, which in the opinion of ElectriCities or the Participating Member should entitle the Service Provider to a reasonable extension of time, such extension may be granted but such extension or the refusal to grant an extension shall not be the basis for any claim for additional compensation by the Service Provider, including any claim based on loss of efficiency or productivity, and shall not operate to release the Service Provider from any of its obligations hereunder.

18 **Notice** All notices permitted or required pursuant to the terms of this Agreement shall be deemed made or given if personally delivered, including, without limitation to workers on the job site, or when placed in the United States Mail postage prepaid, certified mail, return receipt requested, and addressed to the parties hereof as follows:

To Service Provider:

To ElectriCities:

ElectriCities of North Carolina, Inc.

P. O. Box 29513
Raleigh, North Carolina 27626-0513
Attention: Procurement Specialist

To Each Participating Member:

To the address listed on the MC Agreement for each Participating Member

Each party hereto may change its address for the provisions of notices by giving the other parties notice thereof in the manner provided for giving notices hereunder.

19. Independent Service Provider The Service Provider is contracting under the terms and provisions of this Agreement as an independent contractor and shall act as such at all times during the term of this Agreement. Except as set forth in Section 1(b) hereof, the parties hereto shall not act, or be deemed to act, as agents or partners of the other, nor be acting in any joint venture under this Agreement. The Service Provider is not authorized to represent the Participating Member, or ElectriCities, or otherwise bind the Participating Member or ElectriCities in any dealings with third parties. All employees furnished by the Service Provider pursuant to this Agreement shall be deemed to be the Service Provider's employees exclusively. The Service Provider shall be solely responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

20. Force Majeure Delays or failure of a party in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected; including but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, actions or requests of governmental authorities, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s).

21. **Assignment** The Service Provider may not assign this Agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of ElectriCities, which consent may be withheld for any reason. No such assignment, even though thus consented to, or approval of subcontracts or Subcontractors by ElectriCities shall relieve the Service Provider from its liability under this Agreement for the performance and completion of work by the time and in the manner herein contracted for.

22. **Non-Exclusivity** This Agreement is not to be construed as granting the Service Provider the sole or exclusive right to provide the Services to the Participating Members or ElectriCities, and each Participating Member and ElectriCities hereby expressly reserves the right to contract with any other party for such services, as it deems necessary or appropriate. No minimum amount of work is expressly or impliedly assured under this Agreement. Each Participating Member reserves the right to determine how much, if any, Services shall be provided by the Service Provider under this Agreement.

23. **Binding Effect** All the terms, covenants and conditions hereof shall be binding upon the parties hereto and, subject to Section 21 hereof, shall bind and inure to the benefit of any successors or assigns.

24. **Waivers** Failure of a party hereto to complain of any act or omission on the part of a party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party hereto at any time, express or implied, or of any breach of any of the provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.

25. **Construction** This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions, or portions thereof, shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the other of which would render the provision, or portion thereof, valid, then the provision, or portion thereof, shall have the meaning which renders it valid. In addition, if any provision of this Agreement, or portion thereof, is determined to be void or unenforceable by a court of competent jurisdiction, but the court determines that by limiting or modifying such provision, or portion thereof, in a certain fashion it would become valid or enforceable, then such provision, or portion thereof, shall be deemed to be written, construed, and enforced as so limited or modified. Whenever the neuter gender is used in this Agreement, it shall also include the male and female gender whenever appropriate, and vice versa.

26. **Captions** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

27. **Forum and Consent to Jurisdiction** The parties agree that, to the fullest extent permitted by law, any action or proceeding relating to this Agreement shall only be instituted and prosecuted in the state or federal courts of North Carolina. The Service Provider specifically consents to such jurisdiction and to extraterritorial service of process. Nothing herein shall affect the right of ElectriCities or a Participating Member to service process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Service Provider in any other jurisdiction.

28. **Further Assurances** The Service Provider agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carryout the purposes and provisions of this Agreement.

29. **Additional Provisions** The parties also agree to the additional terms and provisions set forth on Schedule D attached hereto, if any are in fact set out in writing thereon. Any conflict or inconsistency between the terms and provisions set forth on Schedule D and those set forth anywhere else in this Agreement shall be resolved in favor of those terms and provisions set forth in Schedule D.

30. **Entire Agreement** This Agreement contains the entire agreement of the parties concerning the subject matter hereof. It supersedes all prior or conflicting agreements, representations, promises or conditions. It may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. All schedules and exhibits attached hereto, including, without limitation, the MC Agreements, the service options and the service orders to be executed hereafter, are hereby incorporated herein by reference, and any reference herein to this Agreement shall be deemed to include all such schedules and exhibits.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement in the manner prescribed by law, to be effective the day and year first above written.

ASPLUNDH TREE EXPERT CO.

By: Barry D. Suddreth

Title: Vice President

Address: 351 Orchard Circle

Charlotte, NC 28217

ATTEST: Marsha K. Davis
Secretary

(CORPARATE

ew

ELECTRICITIES OF NORTH CARLONA, INC.

By: ____________

Title: SVP Member Services.

Address: PO Box 29513
Raleigh, NC 27626-0513

ATTEST: Linda L. Anderson
Asst. Secretary

(CORPORATE SEAL)

EXHIBIT A

Tree Trimming

This Agreement dated_______________ is between ElectriCities of North Carolina, Inc. ("**ElectriCities"**), P.O. Box 29513, Raleigh, North Carolina 27626-0513 and __________. ______________ for the purpose of providing **Tree Trimming services (the "Services").**

ElectriCities on behalf of the Participating Member, has contracted with ______________ (the "**Service Provider**"), an independent Service Provider, to provide the Services Participating Members that desire such Services. ElectriCities shall use its good faith efforts to assist in the administration of that agreement between ElectriCities and the Service Provider, a copy of which is attached hereto and incorporated herein by reference (the "**Services Agreement")**, and the Participating Member hereby agrees to be subject to all the terms and provisions thereof.

Work shall be performed during the standard work week (Monday-Friday) and at times agreed to between the Participating Member and the Service Provider. The Participating Member shall furnish all assistance as requested by the Service Provider for the purpose of this Agreement.

The Service Provider shall furnish all labor, materials, supervision and equipment needed to perform the Services for members of ElectriCities which elect to utilize the Services. The Participating Member shall select the Services it desires by completing a Service Order for such Service.

The Service Provider will submit invoices and back-up information directly to the Participating Member as set forth in the Services Agreement for work performed for the Participating Member. These invoices shall be the basis of payment by the Participating Member. Payment by the Participating Member shall be made directly to the Service Provider within thirty (30) days of receipt of the Service Provider's invoice.

The Participating Member acknowledges that ElectriCities shall not be responsible for the Services to be provided by the Service Provider and that the Participating Member shall be solely responsible for the payment of all amounts due for the Services. The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, employees and agents from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services Agreement; (iii) the Services for the Participating Member provided pursuant to the Services Agreement; or (iv) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officers, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The release and indemnification provisions of this Agreement shall survive the expiration or other termination of this Agreement, and are in addition to and not a limitation of any other rights or remedies ElectriCities, or its officials, officers, directors, agents or employees may have under this Agreement. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

The parties hereto have made and executed this Agreement as of the day and year first above written.

CW

ElectriCities of North Carolina, Inc.	Participating Member
	____________________
By: ____________________ (Signature)	____________________ (Signature)
SVP Member SVCS (Title)	____________________ (Title)

ELECTRICITIES

— Serving Public Power Communities Since 1965 —

SCHEDULE A

SCOPE OF WORK
FOR TREE TRIMMING SERVICES

The tree trimming services provided to ElectriCities' participating members should be performed by professional and knowledgeable personnel who will provide quality services to ElectriCities members throughout North Carolina.

Service Provider Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services and consultation for various municipalities through out North Carolina which are members of ElectriCities and as directed by them and ElectriCities. Such services and consultation shall include but not be limited to:
  - Clearing of brush and tree limbs near power lines
  - Removal and disposal of wood and debris related to tree trimming services at site designated by Member Municipality.
  - Advise Member Municipality of other work which would be helpful to maintain clear lines
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained
- Service Provider shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services to ElectriCities members
- Service Provider shall comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed
- Service Provider will adhere to the scope of work and schedule as shown on individual forms entitled Schedule B, Service Order and as directed by the Member Municipality
- Service Provider shall ascertain that necessary permits, licenses and/or easements have been secured by Member Municipality when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.
- Service Provider shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Temporary provisions shall be made by Service Provider to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- Service Provider shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public.
- Service Provider shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.

- Service Provider shall perform reliable and accurate services in a timely manner.
- Submit weekly invoices to the Member Municipality with time cards signed by a representative of the Member Municipality where the services are performed. Submit all final invoicing within ten (10) days after completion of work.
- Service Provider will furnish an on-site, authorized individual or a duly authorized representative acceptable to the Member Municipality for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Service Provider's employees will observe all Member Municipality's safety rules and procedures while performing tree trimming services.

Additional Service Provider Requirements

Special Safety Requirements

- ♦ The Service Provider or employees of the Service Provider, shall wear full body harness while working in an aerial lift basket and
- ♦ The Service Provider or employees of the Service Provider, if exposed within 10 feet of an arc flash, must wear flame retardant clothing.

Business Code of Conduct
The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on site of the property belonging to the ElectriCities member, Service Provider's employees are to conduct themselves in a professional manner .

Availability:
The core hours of services should not exceed eight-(8) hours (excluding lunch breaks) mutually agreeable between the supplier and the Member Municipality. Service Provider may provide overtime not to exceed two hours per day.
The normal workweek is Monday through Friday. No work will be scheduled on a holiday observed by the Member Municipality unless requested by the Member Municipality and agreed to by the Service Provider at an agreed to rate of pay.

ElectriCities / Member Municipality's Responsibilities

- The Member Municipality will provide all criteria and full information as to the Member Municipality's requirements using form entitled Schedule B, Service Order and designate a person with authority to act on the Member Municipality's behalf on all matters concerning the scope of work.
- The Member Municipality will to the extent lawful, arrange for access to and make all provisions for Service Provider to enter upon public and private property as required to provide the services requested.
- Member Municipality will provide Service Provider, prior to the start of any work, the Member Municipality's safety practices and regulations in effect at the time.
- Member Municipality will make prompt payment upon satisfactory completion of work.
- ElectriCities will assist the Member Municipality with resolution of any disputes between the Member Municipality and the Service Provider on items which are covered by the Services Agreement.

END OF SCOPE OF WORK

SCHEDULE B

SERVICE ORDER

Participating Member: ________________________________.

Service Locations: ________________________________

Services Requested: ________________________________

Estimated Commencement and Completion Schedule: ________________________________

Miscellaneous: ________________________________

Participating Member	Service Provider
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________
______________________ Date	______________________ Date

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Eastern)
2012

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	$ 27.85	$ 39.00
Climber	$ 25.11	$ 35.16
Groundsman	$ 21.48	$ 30.09

B. EQUIPMENT	
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	$ 13.40
1-Chipper	$ 3.37
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	$ 9.19
1-Stump Remover	$ 13.55
1-Bush Hog/Tractor	$ 19.87
1-Kershaw Type heavy brush or tree remover with 81 cutter head	$ 74.52
1-4x4 Tractor and Bush Hog	$ 25.48
1-L-III Trimlift	$ 16.52

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Eastern)
2012

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	$ 26.30	$ 36.82
Climber	$ 23.72	$ 33.21
Groundsman	$ 20.30	$ 28.43

B. EQUIPMENT	
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	$ 12.61
1-Chipper	$ 3.07
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	$ 8.67
1-Stump Remover	$ 12.32
1-Bush Hog/Tractor	$ 18.06
1-Kershaw Type heavy brush or tree remover with 81 cutter head	$ 67.75
1-4x4 Tractor and Bush Hog	$ 23.13
1-L-III Trimlift	$ 15.38

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Western)

2012

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	$ 27.85	$ 39.00
Climber	$ 25.11	$ 35.16
Groundsman	$ 21.48	$ 30.09

B. EQUIPMENT	
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	$ 13.40
1-Chipper	$ 3.37
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	$ 9.19
1-Stump Remover	$ 13.55
1-Bush Hog/Tractor	$ 19.87
1-Kershaw Type heavy brush or tree remover with 81 cutter head	$ 74.52
1-4x4 Tractor and Bush Hog	$ 25.48
1-L-lll Trimlift	$ 16.52

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Western)
2012

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	$ 26.30	$ 36.82
Climber	$ 23.72	$ 33.21
Groundsman	$ 20.30	$ 28.43

B. EQUIPMENT	
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	$ 12.61
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1-Bush Hog/Tractor	$ 18.06
1-Kershaw Type heavy brush or tree remover with 81 cutter head	$ 67.75
1-4x4 Tractor and Bush Hog	$ 23.13
1-L-III Trimlift	$ 15.38

*All Rates requested are per hour

ASPLUNDH

ASPLUNDH TREE EXPERT CO.
351 ORCHARD CIRCLE, CHARLOTTE, NC 28217 • PHONE: 800-523-4265 • FAX: 704-523-8352

BARRY SUDDRETH
VICE PRESIDENT
SUDDRETH@ASPLUNDH.COM

VIA FACSIMILE
336-883-3478

July 18, 2012

Mr. Gary Edwards
City of High Point
211 South Hamilton Street
Post Office Box 230
High Point, NC 27260

Dear Mr. Edwards

Asplundh currently has 146 (18%) minorities working within my area of operation which includes the labor force currently working on the City of High Point system with a 14% minority ratio.

Sincerely,

Barry D Suddreth

Barry D. Suddreth
Vice President
md

High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

received Resume' 7-24-2012
RECEIVED
JUL 19 2012
Ward 2

Name: Taronza Sherika Berry **Date Submitted:** Jul. 19, 2012
Street Address: 1809 Drew Ave
High Point NC 27260

Email: mzladee79@yahoo.com

Employer: Full Time Student
Business Address: N/A
Phone home: 336-989-3176 **work:** **fax:**

Do you live inside the corporate limits of High Point? **Yes**
If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Housing Authority Board**
2. **2nd Selection**
3. **3rd Selection**

Have you participated in the City Government 101 Course? **No**

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.
See Attached

My name is Taronza Sherika Berry. I am currently a resident of the Housing Authority of the City of High Point. I am a young single mother of four wonderful children ages 13, 10, 6, and 2. I am a full time student at Strayer University pursuing a Bachelors degree in Criminal Justice with a concentration in Computer Forensics. I plan to graduate in 2013. I am an active parent at Ferndale Middle School, Haynes-Inman, Parkview Elementary, and Macedonia Child Development Center. I am seeking an opportunity to become involved in the community. I hope to serve as a role model as I pursue my self sufficiency.

I have a desire for single mothers to become more self sufficient.

I am interested in serving on the Board of the Housing Authority of the City of High Point.

PLANNING, ECONOMIC DEVELOPMENT &
INFORMATION TECHNOLOGY COMMITTEE
JULY 17, 2012 – 9:00 A.M.
CITY MANAGER'S CONFERENCE ROOM

MINUTES

Present:
Chairman Whitley, and Committee Members Henley, Moore and Sims

Also Present:
Mayor Smothers and Council Member Alexander

Staff Present:
Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Lee Burnette, Planning Director; Heidi Galanti, Senior Planner; JoAnne Carlyle, City Attorney; Dawn Sparks, Deputy City Clerk

Others Presnt:
Don Scarborough – High Point University
Chris Dudley – High Point University
Cynthia Davis; Planning & Zoning Commission

Media Present:
Paul Clark; *Rhinoceros Times*

HIGH POINT UNIVERSITY PLAN

Don Scarborough advised that the College is trying to make decisions on parking versus a pharmacy school. They have looked at the mall property but they feel it doesn't work.

Mayor Smothers asked if the College has a firm position behind keeping the two additional Life Science buildings on the campus. Chris Dudley advised that they are studying a site for a new academic classroom building and a couple of residential complexes.

Don Scarborough stated that the College does not know if there is a desire to have an entry on Boundary, but it was a requirement of City staff. Mayor Smothers stated the entrance on Boundary was key to manage traffic flow.

Council Member Whitley stated that if you look at the area with the new educational building it narrows down what is existing as to where parking can go, which creates a the scenario of where parking was at and how it will flow. Council Member Whitley felt it was important that they protect the residential neighborhoods.

Council Member Moore inquired if the College has considered building parking decks. Chris Dudley stated that they have considered parking decks and they felt there were a couple of challenges. One being the aesthetics behind them, and the other would be the costs. They are extremely cost prohibitive to build a deck, costing approximately $6,000 to $7,000 a space.

Council Member Alexander asked if IHM's property is for sale. Strib Boynton stated that they have talked to several people about buying it. Mayor stated that it would be a good location for a senior center.

Chris Dudley stated that satellite parking is certainly something they will look that, and there will be a need for some satellite parking. The College also has a shuttle program which goes to Wesleyan and North College.

Council Alexander asked about the property located behind funeral home on N. College. Mr. Scarborough stated that when they look at setbacks there is not that much property available. The College has had conversations with the funeral home, but they were wanting a very hefty price for their property.

Council Member Sims asked that with the current parking the College has, if their students literally leave a parking space at a dorm and drive to a classroom. Chris Dudley stated that there is a little of that occurring within the campus, and they strongly encourage their students at the Village or North College to take the shuttle service to come to campus.

Mayor Smothers stated she understood the loyalty to the main campus, but there are universities that have a north campus and a south campus. Council Member Sims stated that as the college grows this may be something that the College will have to look at.

Chris Dudley stated they encourage bicycle traffic and pedestrian traffic. Sidewalks have been installed in front of College Station just this year and they are working with the City on some signalization that will take awhile to get installed. The College is trying to make things pedestrian safe.

Council Member Whitley asked if they have taken into consideration that students are using their own bikes and possibly going to the scenario of the college renting/sharing bikes programs. Mr. Dudley stated that the College does have a car sharing program and all the new facilities are provided with bike racks and racks are all over the campus to encourage bike traffic.

Council Member Alexander asked what interest the College has in the park area. Mr. Scarborough stated that McCain Park is part of a federal park, and it is almost impossible for the College to take advantage of that, because of the flood issue.

Mayor Smothers stated that she felt that other than student housing the other big issues would be the Life Science Complex, which sounds like it will be a big complex, and an arena that they know the College desires. Chris Dudley agreed that these are the things that they see in the College’s future.

Enrollment this year will be around 4,000 traditional undergrad students. They hope to grow somewhere between 4,500 to 5,000 traditional undergrads with the School of Health Sciences and School of Pharmacy that could be an additional 1,000 grads. Council Member Moore stated that it seemed at one time the goal was 5,500. Mayor Smothers thought that Nido Quebein had said that the optimum enrollment level would be about 8,000. Council Member Whitley stated that he had heard 5,000.

Mr. Dudley stated currently they have 93% of their traditional undergrad students that live on campus. Mr. Dudley felt this was unprecedented.

Mr. Dudley said that the percentage of students living on campus may continue to evolve, and it may prove to be an overwhelming feat to build enough residential space to stay at 93%. Mr. Dudley explained that it was not necessarily a hard goal of the College to stay at 93%.

Council Member Alexander stated that he felt that some of the College's traditional facilities such as the library and cafeterias would compress in utilization as the number of students increased. Mr. Dudley stated in addition to all new facilities that people see, there has been a lot of renovation of buildings and taking existing spaces and expanding.

Council Member Sims asked if there is a particular reason why the plan does not follow the natural boundaries, such as streets. Lee Burnette explained that what she is looking at is the study area, and it basically looked at the University growth in combination with trying to maintain stable neighborhoods that surround. What planning did was to look at the periphery surrounding residential area around the University, which was they area that they collected data from. At the time the study was done the area beyond that dotted line are more stable and to some degree outside the area of the influence of the University. Council Member Sims felt that the dotted line on the map gives individuals some idea if their property is within that line that the University will want to purchase it. Council Member Sims was concerned that when looking at the study area, it does not follow a natural boundary, such as a street and it would seem that it would cut off instead of encroaching behind a house the way they see it on the map. Lee Burnette stated that when they went to the public meetings they clearly told the community this was the study area boundary, meaning that people beyond that point was not an area of perceived impact. Council Member Sims' concern was that the average citizen doesn't see it like that, and there are people waiting to sell their homes to the University, but it may never happen. Council Member Sims suggested that they remove the dotted line showing the study area to help the neighbors understand better what properties are actually in the plan area.

Council Member Whitley asked how they would incorporate new area around the Wesleyan properties. Heidi Galanti stated that this was a neighborhood plan, so it is not in the University Master Plan. Ms. Galanti stated that they can show that as University Property, but they are trying not to look at this as the neighborhood around the older campus. Lee Burnette stated that it was intended to capsulate or capture the impact of growth of the University and look at the area as it relates to the neighborhood and to give Council some specific policy guidance.

Council Member Sims asked if the University has a plan that basically lays out where they would like to see growth happen in some sort of process or pattern that could give Council more insight as to what's happening. Council Member Sims stated that his map says this is where the University is right now. Chris Dudley stated by and large the College has the land they need for those facilities that were suggested earlier within that plan and felt that outside of that there is not a huge adjustment that needs to be made to what's already there. Council Member Sims stated that as they move through this process, perception hits every time, and it looks as if the University is "hop scotching" around, and she wanted to make sure that if an opportunity presents itself that is outside of the scope of this plan, and the University says that it fits in with what they like to see happen, there would be an order to the way the whole process happens.

Chris Dudley stated that one of the challenges about the University's growth has been when you look at sites like the Village complex, the University never would have anticipated building such a complex on that property had that property had not become available. Mr. Dudley felt that has been something that is unique to the campus growth. Mr. Dudley explained that they get calls to the University from residents in the area asking if the University would buy their house.

Council Member Sims stated that if it is in the College's growth area that makes sense, but as you start to mature as a campus, you know somewhat of what your future wants to be, and in looking at the plan as they move through the process she would like to insure that they do not end up somewhere outside the plan. Mr. Dudley agreed and stated that College wants things to be contiguous and together.

Mayor Smothers clarified that in looking at the maps, that the College buys some properties which, she presumes, the College is using merely to protect and entrance into the University. Mr. Dudley agreed to this. Mayor Smothers stated that once you go all the way through a block you are right into another neighborhood, so it's almost as if you only want the frontage lots along the street so you can cut it and still have some semblance of neighborhood left on the other side.

Council Member Alexander stated that the Wesleyan plans are to develop athletic fields out on their new property, and that at this point in time if they were ever going to move anything it might be the upper grades while still maintaining their lower grades where they are at. Council Member Alexander felt a whole lot of their plans depends on the economy and the ability of their supports to raise funds.

Council Member Sims asked what the College plans on doing with the mall? Mr. Dudley stated at this point they do not know. CBL is managing the mall, and they are doing the best they can over there now. Unfortunately when J.C. Penny left it was not a good sign for the mall. The College is trying to look at the mall in context to see what the best use of the space is. The Circuit City building is being used for some temporary space for the School of Health Sciences.

Council Member Sims asked if there is anything the city do to help market the mall. Mr. Dudley stated that this is something for them all to think about, and felt that maybe the right thing to do is to continue to complete the study from a facility standpoint, and then hopefully that can become a real joint effort between the College and the City. Mayor Smothers felt the key issue is how much longer those leases in the mall are in effect. Council Member Sims stated she heard that it is an active mall and there are no plans in the very immediate future, or even for a long term perspective to do anything else with it, and this creates a whole other discussion of attracting tenants to come in.

Council Member Whitley asked about using mall space as a retail office combination and whether the College would have a problem in pursuing that should the City's Economic Development happen to run across an opportunity for the mall. Mr. Dudley stated that they would be open to those discussions.

Council Member Moore stated that it is hard to make a five year plan, and this economy uncertainty makes it difficult.

Council Member Alexander asked if area 3a on the map would be the next area outside of the College's traditional core campus. Mr. Dudley stated that they have had no serious conversations about that area. Mr. Scarborough stated the College has made two property purchases in area 3a, which estates. Mr. Dudley stated that the areas that they have identified are in good shape to accommodate the facilities that they have talked about, and the parking challenge is one that will continue to require discussion.

Mayor Smothers commended the University on their shuttle service.

CAROLINA FIELD OF HONOR

Strib Boynton stated that he received a phone call about three or four weeks ago from the War Memorial Foundation requesting a meeting with our Mayor, the Mayor of Winston and the Mayor of Greensboro to talk about the level of city support for CFOH at Triad Park. Mayor Smothers stated that she had received a call about this as well, but it was during the budget review and did not return the call. Mr. Boynton wanted to make the council aware that there is a request coming for an allocation of $10,000 to $25,000 or more. Mayor Smothers felt that if it is a jointly owned park by the two counties, then they should be the ones that make the investment. Mr. Boynton stated that the two counties have donated the land for the park. Council Member Whitley stated that they had given a great presentation on the CFOH and at that point were soliciting private dollars and felt that they should probably continue doing that before coming to the city.

Mayor Smothers asked what kind of guidance the council wants to give about the allocation request, and if High Point wants to take part in discussion that will lead to an allocation of funds.

Council Member Alexander asked what their total budget is. Mayor Smothers stated that the goal is $5,000,000.

Council Member Whitley stated that he applauds them for bringing this to the region, but felt at this time it was at the point where government should be involved. Mayor Smothers stated that it is a wonderful idea, but she stated she also has seen the interest for the support for the memorials that the City has to honor those that have served, and dollars there would generate more active interest locally.

Council Member Sims felt they should not close the door on discussions, and felt that further down the road when they see exactly where they are in terms of fundraising then maybe they could have a discussion.

DAVIDSON COUNTY ANNEXATION BILL

Lee Burnette explained that a bill was passed in the General Assembly that will require a resolution of approval from Davidson County prior to any approval of the City Council of any annexation, voluntary or involuntary, in Davidson County. Mr. Burnette stated that he sees this frustrating a process, and frustrating not only the city's process of going through this but also the development community as to where it begins. Mr. Burnette suggested that Council consider a policy that would help staff stating the process would start in Davidson County with a resolution of support by the Commissioners. Right now, staff would have to accept the application to come forward and it can go through this process and then before Council can act it would have to require some approval by Davidson County. Planning is obligated by state law to accept any application or petition.

Fred Baggett stated that it would be a waste of staff time not to have a policy in place.

Mayor Smothers suggested that it may be more appropriate for the Council to ask Davidson County Commissioners to clarify that that will be the process that they will follow.

Fred Baggett stated that it is High Point's annexation. Council Member Alexander suggested that they inform the Davidson County Commissioners if you approve it then we will look at it and consider it, but not until then.

Lee Burnette was concerned that you will have developers not knowing which way to turn and get caught in the middle. Mr. Burnette felt that if the City puts a policy in place that an approval of Davidson Co. is required to initiate an annexation in High Point.

The Committee instructed staff to draft the policy for council approval.

Council Member Sims suggested that the language in the policy not be exclusive to Davidson County, but made broad should this problem occur in another county.

Mayor Smothers felt that they should not be asking to spend time on anything until a green light has been given by Davidson County.

Council Member Sims suggested that the language of the policy stated that where you have those instances where prior approval is needed from another jurisdiction, that it won't be acted on until that happens.

Council Member Alexander stated that over time when a petitioner comes to the City, there have always been minor modifications. Council Member Alexander felt that the Davidson County Commissioners are going to have certain criteria that they want, and asked what flexibility would that translate to Council as to any modification they make, or is it as is. Fred Baggett stated that is not the case. Mayor Smothers stated that what they will be seeing is petitions going to Davidson County for the ability to have High Point annex and they are putting a restriction on the density. Fred Baggett suggested that they consider denying the petition if there are conditions that they don't like.

MOVING FORWARD ORDINANCE TO REWRITE

Lee Burnette advised that they are moving forward with the planning ordinance rewrite process, and they are getting to point where they will start having an advisory committee meeting and a public meeting. Mr. Burnette stated that he would like to coordinate a joint meeting with the Council and P&Z sometime in September.

ADDITIONAL ITEMS

Council Member Whitley requested an update on where the streamlining progress regarding deck process. Council Member Whitley scheduled a committee meeting for the August 7th of August and is trying to coordinate a joint meeting between the Council and the realtors to be held at the realtors' office off of Eastchester, to hear comments on how they see their business and to get feedback.

Mayor Smothers advised that the Manager does have some additional info about the complaint on Hillcrest. Strib Boynton stated that he is preparing a report to give to Council.

There being no further business to come before Council, the meeting adjourned at 10:58 p.m.

Respectfully Submitted,

____
Dawn J. Sparks, CMC
Deputy City Clerk

____
Chris Whitley, Chairman

Planning & Development

Development Services Division

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Herbert Shannon, AICP HKS
Senior Planner

DATE: July 31, 2012

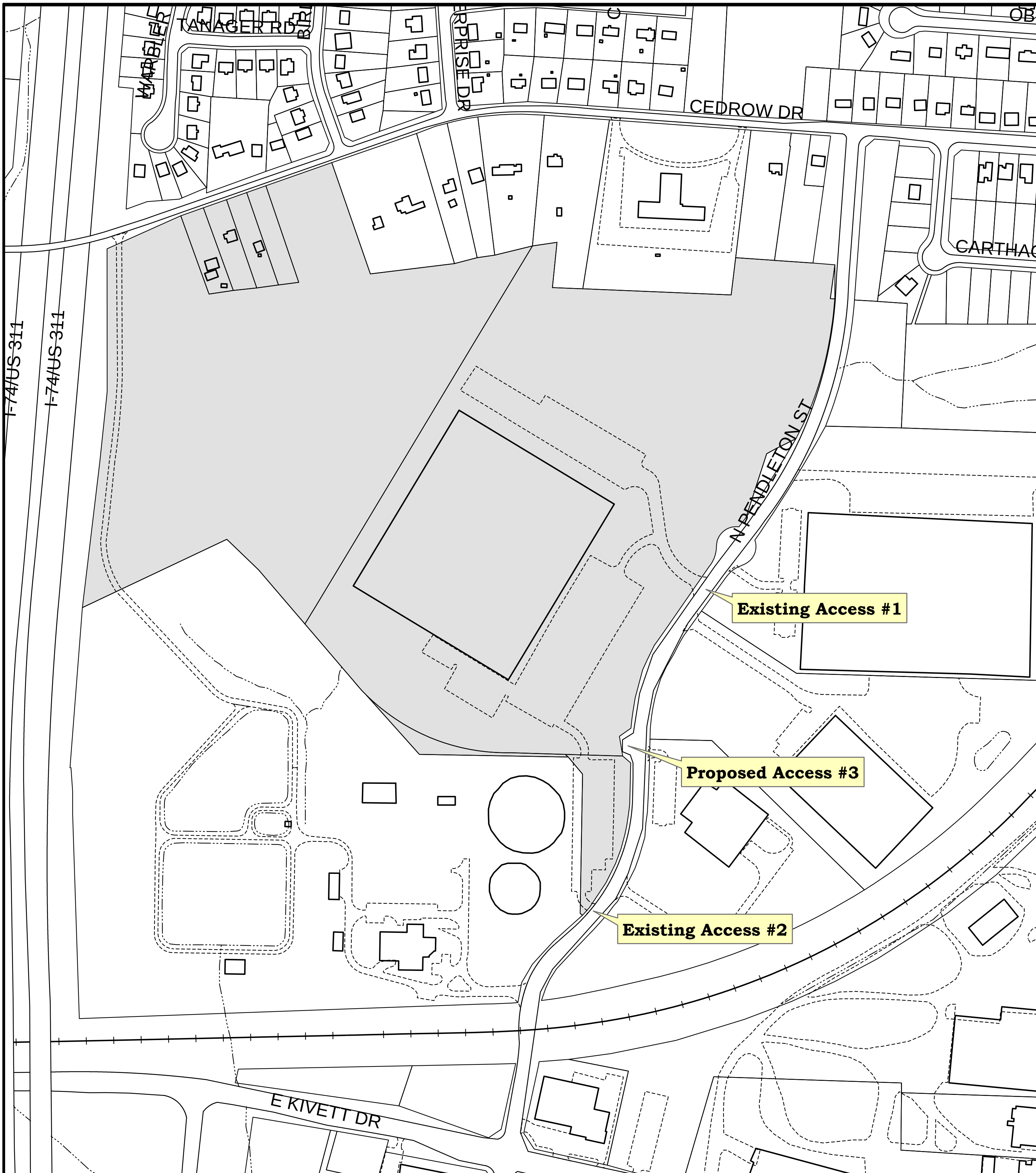
SUBJECT: Minor Amendment to Conditional Use Permit 07-31
Ralph Lauren Facility at 201 N. Pendleton Street.

Ralph Lauren is requesting a minor amendment to Conditional Use Permit 07-31 to allow a third driveway access point from N. Pendleton Street. This site received zoning approval for a Conditional Use Light Industrial (CU-LI) District in October 2007. Condition II.B.1.a of the CUP limits the property to two private driveway access points from N. Pendleton Street.

When initially approved, the intent was for one access point to be constructed along the southern boundary of the site and one near the middle of the site. A public street was proposed between these two private access points to provide separate access to an undeveloped parcel lying west of the zoning site. A proposal has been submitted to expand the existing Ralph Lauren facility westward onto this abutting parcel. The expansion will eliminate the need to construct a public street to serve this property. Approval of this request will permit a private drive access at the same location as the once proposed public street.

Amendments to the conditions of a Conditional Use Permit which will result in equal or better performance and which do not alter the objective and purpose of the requirements and conditions of the Conditional Use Permit shall be considered minor amendments. The City Council may approve minor amendments without a recommendation from the Planning and Zoning Commission and without a public hearing. Regarding this request, the Planning and Development Department staff and High Point DOT staff agree that the request will result in equal or better performance, with the third private drive access being in the same location as the previously approved public street, and will not alter the objective and purpose of the initially approved Conditional Use Permit.

Therefore, staff recommends approval of the Minor Amendment to CUP07-31, to amend Condition II.B.1.a to allow three access points from N. Pendleton Street.



MINOR AMENDMENT CUP07-31

(August 2012)

Planning & Development Department

City of High Point

Date: July 31, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/ma07-31.mxd

II. CONDITIONS

A. Lot Combination: All tax parcels comprising the rezoning site shall be combined into one lot prior to development and re-subdivision.

B. Transportation

1. Access

a. The rezoning site shall be allowed **three** ~~two~~ points of access to North Pendleton Street.

b. The location, design and construction of all driveways and other transportation improvements shall be subject to the requirements of the City of High Point Driveway Ordinance and the review and approval of the Director of Transportation and North Carolina Department of Transportation (NCDOT) where applicable.

c. Pedestrian Access: A pedestrian/bicycle access plan shall be submitted for review and approval by the Technical Review Committee.

DESCRIPTION OF PROPERTY: Approximately 58 acres lying northwest and southwest of the intersection of N. Pendleton Street and Sapona Court. The site is also so known as Guilford County Tax Parcels 145-2-21, 25, 28 and a small triangular land area lying south of the curve of Sapona Court.

An application has been duly filed requesting that the rezoning site described in this application be rezoned from an Conditional Use Heavy Industrial (CU-HI) District to a Conditional Use Light Industrial (CU-LI) District within the City of High Point's jurisdiction.

It is understood and acknowledged that if the property is rezoned as requested and the Conditional Use Permit authorized, the property described in this request will be perpetually bound by the use(s) authorized and the conditions imposed, unless subsequently changed or amended as provided for a Title 9, Chapter 3, of the City Code.

The City Council may add additional conditions to make the necessary findings of fact required for approval of a Conditional Use Permit.

It is further understood and acknowledged that plans for any development to be made pursuant to any such Conditional Use Permit so authorized shall be submitted to the Technical Review Committee and/or other such approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

July 31, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: **Minor Amendment Rezoning Case #07-31**, Carolina Income Properties VI LLC.

My staff and I have reviewed the rezoning request and have the following comments:

A traffic impact analysis was not required for this development.

Access
This site will be allowed three (3) points of access to Pendleton Street. Currently, there are two (2) existing access points to Pendleton Street. The third access point to Pendleton Street will be located at the existing curb cut of Sapona Court.

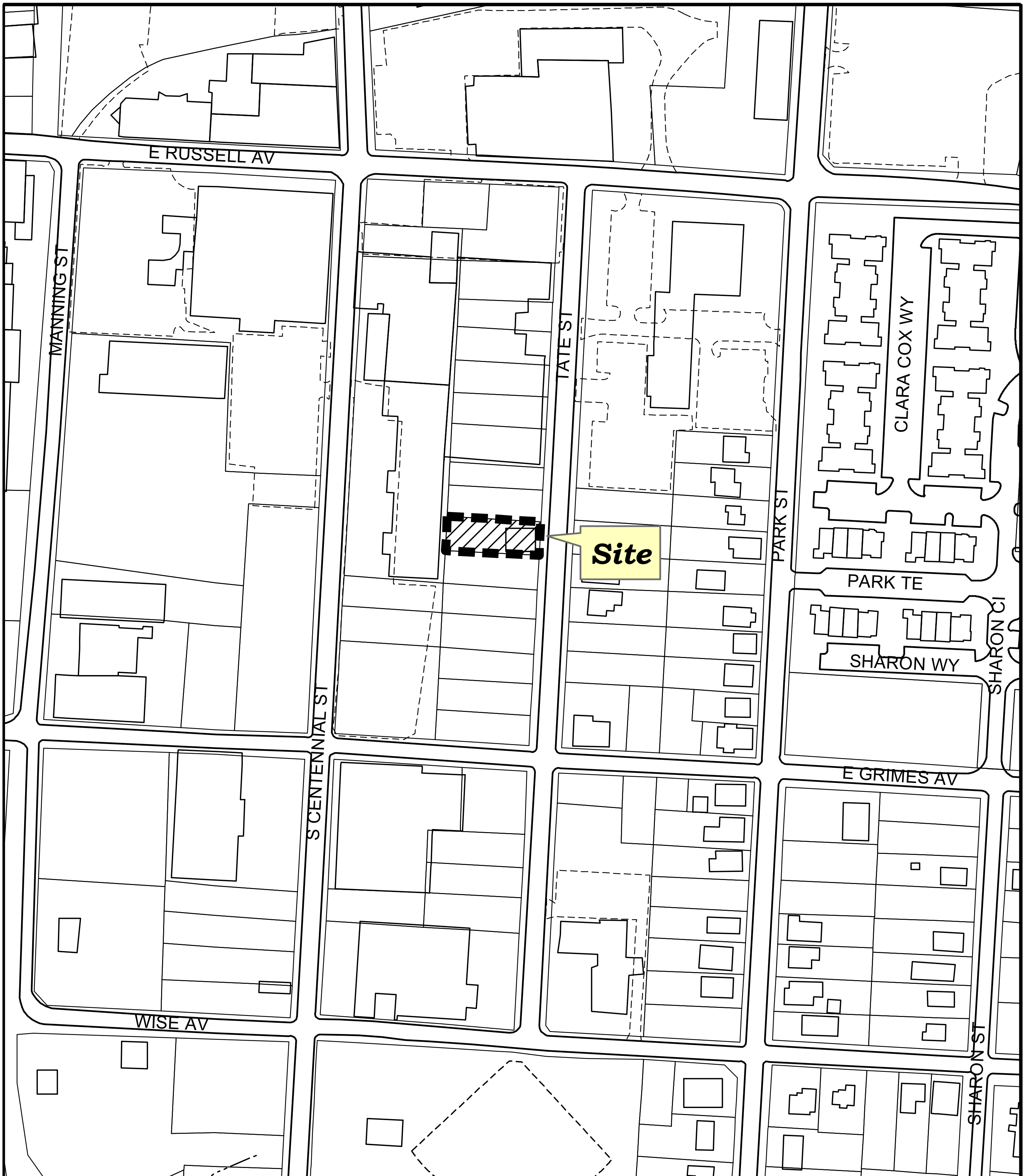
The City of High Point Transportation Director shall approve all construction and improvements.

If you have any questions or would like to further discuss this case, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	420 Tate Street
OWNER:	Nellie M. Parker, Heirs
FIRST INSPECTION: 1-25-2012	Number of Violations: Major 9 Minor 24 1) cracked rear foundation wall 2) deteriorated interior stair system 3) dwelling missing all sinks and plumbing fixtures and pipes. 4) wiring has been removed from house 5) large holes in ceilings throughout dwelling 6) holes in interior walls throughout the dwelling 7) deteriorated roof system, leaking 8) no heating system, removed 9) rotted front porch floor and ceiling systems
HEARING RESULTS: 3-9-2012	The owner did not appear for the hearing. The owner is deceased. During the hearing, the following findings of fact were established. The inspection was in response to the Macedonia-Park Terrace Neighborhood targeted inspection request. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since March 2002. The house is currently uninhabitable due to the extensive structural damage and numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is $16,000. The repair estimate is $38,800.
ORDER(S) ISSUED: 3-9-2012	Order to Repair or Demolish with a compliance date of 7-2-2012
APPEALS:	No appeals to date.
OWNER ACTIONS:	There have been no permits issued and repairs have not started.
EXTENSIONS:	None requested
CURRENT STATUS: 7-31-2012	Conditions still exist. Dwelling is vacant and secure.



420 Tate Street

Ordinance to Demolish

Location of subject property

Department of Planning and Development

City of High Point

Date: July 30, 2012

N

Scale: 1'=200'

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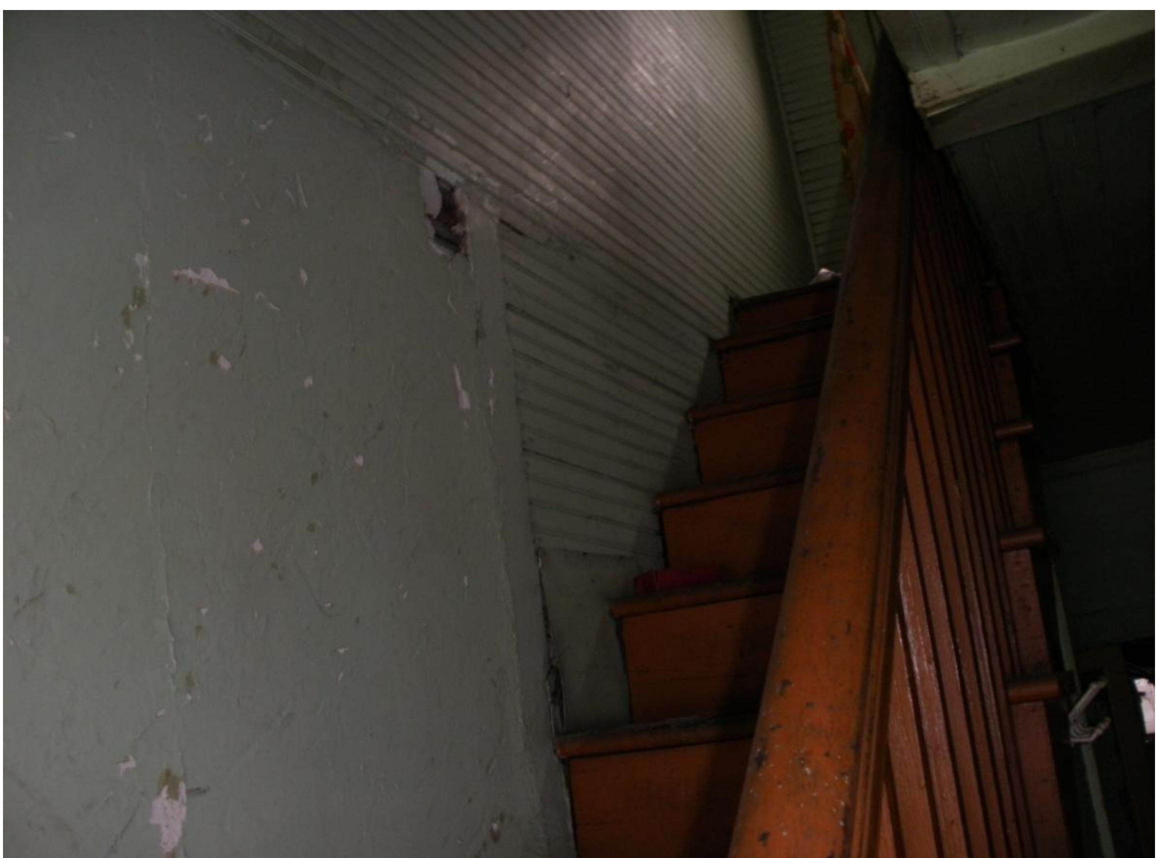
ord-demo.mxd

420 Tate Street



420 Tate Street

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