# City of High Point

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

# Meeting Agenda

**Monday, June 18, 2012**

**4:45:00 PM**

**Council Chambers**

## Committee of the Whole

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

## ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

## PRESENTATION OF ITEMS

## FINANCE COMMITTEE - Council Member Alexander, Chair
## Committee Members: Whitley, Smothers and Corey

## (all were present)

120157 Adoption of a Budget Ordinance amending the 2011-2012 budget ordinance to appropriate funds in the amount of $286,085 to the Early Retiree Reinsurance Program (ERRP) Funds.

***Attachments:*** Budget Ord Amendment ERRP Funds.pdf

120168 Council is requested to adopt a Capital Project Ordinance in the amount of $800,000 for the Land Development and Inspections Systems Project.

***Attachments:*** 2. Capitol Project Ord - Land Development Software.pdf

120158 Award of contract for Piggyback Bid with the City of Asheville for the purchase of land management software. Purchasing and the Systems Project Administrator recommends that contract be awarded to Accela, Inc. in the amount of $132,543.21 which is the lowest responsive and responsible bid meeting recommendation.

***Attachments:*** 3. Contract - Accela, Inc. - Land Management Software System Project.pdf

120159 Council is requested to authorize the City Attorney's office to proceed with the purchase of property from Ms. Barbara A. Kersey located at 3310 E. Kivett Drive, in the amount of $45,267.00. This property is adjacent to the R.V. Moss Traffic Service Center.

***Attachments:*** Purchase of Property - 3310 E Kivett Drive.pdf

120167 Council is requested to approve a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) to extend the completion date of the S. Main Street pedestrian crosswalk at Guilford Technical Community College (GTCC) to June 30, 2013.

***Attachments:*** Supplemental Agmt - NCDOT - S. Main - GTCC Crosswalk.pdf

120170 Adoption of an ordinance amending the 2011-2012 Budget Ordinance for additional revenue in the amount of $71,000 for the High Point Market Authority.

***Attachments:*** 6. Budget Amendment Market Authority Excess.pdf

120175 Adoption of an ordinance amending the 2011-2012 Budget Ordinance to appropriate funds in the amount of $40,811.00 for the Community Development Program.

***Attachments:*** Budget Ordinance Amendment - CDBG-HOME Funds.pdf

120166 Council is requested to adopt the 2012-2013 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

***Attachments:*** 8. CHP Budget FY 2012-2013.pdf

Signed Budget Ordinance.pdf

120173 .Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2012-2013, and authorize the City Manager to execute the contract agreement as presented by the CVB Board of Directors.

***Attachments:*** 9. CVB Budget 2012-2013.pdf

120174 Council is requested to approve the FY 2012-2013 Budget for the International Home Furnishings Market Authority (Market Authority).

***Attachments:*** 10. Market Authority Budget 2012-2013.pdf

## Pending Items

120145 Council is requested to authorize the City Attorney to proceed with condemnation proceedings on property located at 3880 Brian Jordan Place belonging to Wendeck, LLC. The property is needed for the Penny Road transmission line.

***Attachments:*** condemnation - 3880 Brian Jordan Place - Penny Road Transmission Line.pdf

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

At that time, the Committee recommended this matter be forwarded to the full Council with a favorable recommendation.

However, during the City Council meeting, Council Member Henley explained that he had personally communicated with the property owner and the property owner would like for this matter to be placed on a later agenda (June 18th).

At this time, **motion was made by Council Member Henley, seconded by Council Member Moore to postpone consideration of this matter until June 18th. The motion was seconded by Council Member Moore and carried unanimously.**

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

## Committee Members: Alexander, Douglas and Corey.

## (all were present)

120160 Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 508 Hines Street, belonging to Ragsdale Brothers, LLC.

***Attachments:*** 508 Hines St Demolition Ordinance Request.pdf

120161 Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 812 E. Russell Avenue belonging to Cathy M. Lamb and Richard D. Lamb (deceased).

***Attachments:*** 812 E Russell Av Demoliton Ordinance Request.pdf

120171 Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 808 E. Russell Avenue belonging to Harbour Portfolio VI, LP.

***Attachments:*** 808 E Russell Av Demolition Ordinance Request.pdf

## Pending Items

120032 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

Chairwoman Sims recognized the property owners, David L. and Minnie L. Terry, who were present to address Council regarding this housing case.

David and Minnie Terry, who reside at 3212 Loftyview Drive, addressed Council. Mr. Terry informed Council that they have made some progress in fixing up this house (i.e. vinyl siding, roof, sheet rock, installed carpet ) and the house holds sentimental value because it belonged to his great grandmother who willed it to them. The Terrys felt they could complete the necessary repairs in six months and asked for the additional time to finish it.

Questions arose regarding whether or not the Terrys had obtained the necessary permits to do the major repairs (missing kitchen plumbing fixture; no heating system exists; 100 amp upgrade required for faulty electrical system; and demolition of storage building included in request due to structural deficiencies with the roof system. Ed Brown, Inspector, noted the property owner did obtain a building permit on August 20, 2007, but minimal aesthetic repairs have only been made to the structure and the four major violations still exist. He explained this housing case is the oldest one in the Burnshill neighborhood as far as enforcement action that the Council asked staff to take a hard look at several months ago. He reiterated that the owners have been working on it since 2007, but pointed out there's still quite a bit of repairs that remain to be finished.. He shared some pictures of the repairs made to the interior of the structure and informed Council that the property owner had agreed they would take the storage shed down located in the rear of the property.

Chairwoman Sims asked staff if the work that has been done is 50% of the estimate for the repairs that remain and expressed concerns that the Terrys would be putting additional money into the structure that could eventually be demolished if the repairs are not made. Mayor Smothers agreed that the Terrys have done a lot of work, but also shared Ms. Sims' concern. She felt it would be helpful for the Terrys to obtain estimates so they would know how much more work and money would be required to bring it up to code. The Mayor commended them for keeping the outside appearance neat.

Council Member Corey asked the Terrys about their intentions for the house once the repairs are made and Mr. Terry replied that they do not plan on renting it out because their son would be staying there. Council Member Douglas commended the Terrys for the work that has already been done on the house and suggested he be given the extra time he requested to get the remaining repairs done.

**At this time, Council Member Douglas moved that the Terrys be granted a six month extension to allow them an opportunity to finish the necessary repairs. Council Member Corey made a second to the motion.**

For further discussion, Council Member Alexander asked the Terrys if they would have the financial means to invest in a heating system and an electrical system and to make the other repairs. Mr. Terry replied that as things stand now, they should be able to do the work, but he didn't know what the future would hold six months down the road. Chairwoman Sims reiterated her concerns that the Terrys would be putting additional money into the house and noted if they cannot make the necessary repairs within the six month time period, Council would still be faced with taking action to demolish. She also asked about the Terrys how quickly they could move on removing the storage shed. Mr. Terry explained that he would like to leave it there if possible because the structure itself was sound except for the tin roof that would need to be replaced.

Council Member Henley asked Mr. Terry what he would have Council do should he not be able to get the necessary repairs done within the six month period. Mr. Terry felt the Council should follow the laws that are in place and do what would be necessary. Council Member Pugh felt that was good enough if Mr. Terry was willing to accept the consequences if the repairs are not completed in six months.

There being no further discussion, the Mayor called for a vote on the motion to grant the Terrys a six month extension. The motion carried unanimously.

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

## Committee Members: Sims, Henley and Moore

## (all were present)

120162 Approval of a Resolution of Intent that establishes a public hearing date of July 16, 2012 at 5:30 p.m. to consider a request to abandon Harrison Street and to abandon a portion of Meadowbrook Boulevard lying west of N. College Drive.

***Attachments:*** 1. ROI SA12-06.pdf

## MISCELLANEOUS

120172 Due to the Fourth of July holiday week and no scheduled agenda items, Council is requested to cancel meetings scheduled for the week of July 2-6, 2012. Next scheduled meeting will be July 16th at 4:45 p.m.

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

## PLANNING, ECONOMIC DEVELOPMENT AND IT COMMITTEE - Council Member Whitley, Chair

120163 A request by the Presbyterian Home, Inc. to consider a voluntary contiguous annexation of approximately 3.46 acres. The area to be annexed is lying along the north side of Sandy Ridge Road, approximately 740 feet east of Squire Davis Road, and is also known as Guilford County Tax Parcel 0169235.

***Attachments:*** 2. ANX12-03 Staff Report.pdf

120164 A request by the Presbyterian Home, Inc. to rezone approximately 3.46 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Public & Institutional (PI) District. The site is lying along the north side of Sandy Ridge Road, approximately 740 feet east of Squire Davis Road. This request is associated with an annexation application.

***Attachments:*** 3. Z12-04 Staff Report.pdf

120165 A request by the Technical Review Committee to abandon an unnamed alley located north of Pine Street and south of Elm Street, between Gatewood Avenue and Church Avenue.

***Attachments:*** 4. Staff Report SA12-04.pdf

## ADJOURNMENT

City Manager's Office
W. Patrick Pate
ASSISTANT CITY MANAGER

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

# MEMORANDUM

**Date:** June 14, 2012

**To:** Mayor and City Council

**From:** W. Patrick Pate, Assistant City Manager

**Re:** Contract for Accela (Land Development) Software Procurement

The City Strategic Information Technology Plan identified the need for a new land development and permitting system as a key issue for improving the City permitting, inspection and development processes. Over the past several years the City has been working on developing a business model that addresses city needs, provides best practice benchmarking, and identified software available in the industry. The purchase of this system has been discussed at the past several Council retreats and has been included in the capital improvement plan as a $1.5 million project to be funded over several years.

The land development software selection process has involved extensive review of available software, demonstrations of these various software systems and discussions with sites that have recently implemented systems. These demonstrations were presented to numerous city employees that will be involved in the use and implementation of the new system. Based on these efforts and the business requirements of the City, the Land Development Steering Committee recommends that the City select Accela as the software choice using the recent successful bid from the City of Asheville. This software is also used by Guilford County. After extensive review of this contract and discussions with Accela the final contract negotiation results are attached for your consideration. This contract totals $132,543.21 for the first year with a five year maintenance agreement.

An effective land development system actually includes more functions than just licensing and permitting modules. The Accela software will include land management, licensing and case management, citizen access, GIS and mobile office. A future contract for an imaging system will also be needed but the requirements for this system are being developed to support overall city functions including Police, Finance and Human Resources. The Land Development Steering Committee is also completing negotiations for the implementation of this system, the conversion of appropriate existing data and the integration with other systems that will be required for this project. This contract will be coming to Council in the next few months and will be funded out of the balance of the funds that are being appropriated for this project.

Council is requested at this time to authorize the City Manager to enter into a Software Licensing and Maintenance Agreement with Accela to lock in the first year costs of $132,543.21 along with fixed pricing for the following four years of maintenance and support.

cc: Strib Boynton, City Manager
Land Development Steering Committee

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# FORMAL BID RECOMMENDATION
# REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Planning & Development/ERP Department

COUNCIL AGENDA DATE: Jun 18, 2012

BID NO.: Piggyback    CONTRACT NO.:    DATE OPENED:

DESCRIPTION:

The purchase of a Land Management software system for the Planning & Development Department.

PURPOSE:

COMMENTS:

This purchase is a piggyback of the City of Asheville's RFP# 790-11 opened on Wednesday, January 26, 2011 and awarded in September, 2011. The City of High Point is authorized by NCGS 143-129 (g) to award this contract without a separate bidding procedure.

RECOMMEND AWARD TO: Accela, Inc.    AMOUNT: $132,543.21

JUSTIFICATION:

| ACCOUNTING UNIT | ACCOUNT | ACTIVITY | CATEGORY | BUDGETED AMOUNT |
|---|---|---|---|---|
| 421779 | 533701 | | | 800,000.00 |
| | | | | |
| | | | | |
| | | | | |
| TOTAL BUDGETED AMOUNT | | | | |

DEPARTMENT HEAD:    DATE:

**The Purchasing Division concurs with recommendation submitted by the ERP Department and recommends award to the lowest responsible, responsive bidder Accela, Inc. in the amount of $ 132,543.21.**

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing, email=patty.sykes@highpointnc.gov, c=US Date: 2012.06.13 16:44:17 -04'00'    DATE: Jun 13, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: [signature]    DATE: Jun 13, 2012

CITY MANAGER: [signature]    DATE: Jun 13, 2012

Dear Mr. Spencer,

Thank you for your interest in Accela, Inc.

Accela, Inc. has been providing permitting, licensing, and inspection solutions to governments for 30 years and has the expertise that is required in implementing a solution for the specific needs of government. We have developed a system that fully handles and integrates the functions of planning, zoning, permitting, licensing, inspections, compliance, and its specific requirements. Our solutions have led to many regulatory agencies becoming the benchmark in their state for their excellence in services. Accela Automation will provide the City of High Point with today's best and most proven technologies to deliver functionally rich software solutions addressing the diverse and complex needs of the government and public sector marketplaces.

Throughout its history, Accela has built a customer base of 500+ agencies. We provide state-of-the-art regulatory solutions throughout the United States, and internationally in the Middle East, Australia, Canada, and New Zealand. This speaks not only to our commitment to providing excellent solutions that improve the daily operations of government, but also to our ability to incorporate best practices into the development of our products.

We are offering to the City of High Point the following solutions:

- Accela Land Management
- Accela Licensing and Case Management
- Accela Citizen Access
- Accela GIS
- Accela Mobile Office

We hope that the City of High Point chooses Accela to provide land management and licensing & case management solutions that will provide transparency via online services.

Sincerely,

Brian Heath
Business Development Executive Accela, Inc. Office (813) 792-9345 Cell (813) 504-3754
**Accela, making governments easier, faster and more accessible**

Dear Mr. Spencer,

Thank you for your interest in the Accela, Inc. Detailed pricing for the Accela Automation Software are in the table within this document. Please refer to the Notes section for detailed information regarding this quote.

Pricing for the City of High Point was based on the City of Asheville's pricing.   There are a few differences listed below:

1) Accela Citizen Access Population Fee – this is based on population for the City therefore since we have more citizens, the price is slightly higher.
2) High Point chose to include the Licensing and Case Management Module which had additional fees.
3) High Point actually received a slightly higher discount percentage overall.

The following agencies in North Carolina currently use Accela Automation:

- Buncombe County, NC
- Cabarrus County, NC
- Charlotte, NC
- Onslow County, NC
- Guilford County, NC

The following agencies in North Carolina currently use an Accela Classic Software system:

- City of Hickory, NC
- Orange County, NC
- Pitt County, NC

The following agency is implementing Accela Automation now:

- City of Asheville, NC

The following agency in North Carolina just Short-Listed Accela this month via RFP:

- City of Raleigh, NC

Thank you,

Brian Heath
Business Development Executive, Accela, Inc.
Office (813) 792-9345     Cell (813) 504-3754
**Accela, making governments easier, faster and more accessible**

**ACCELA**
Government Software

**Quote Number: SFDC-03674    Date: June 9, 2012**

***This quote is for Software and Maintenance only.  Professional Services to implement Accela Automation will be priced separately.***

| Part Number | Products and Description | QTY | Unit Price | Net Price |
|---|---|---|---|---|
| | **Accela Citizen Access** | | | |
| LC10CACASV10602 | Accela Citizen Access Server Software | 1 | $5,499.00 | $5,499.00 |
| LC10CACAMOD0602 | Accela Citizen Access Module Fee | 2 | $5,499.00 | $10,998.00 |
| LC10CACAUP00602 | Accela Citizen Access Population Fee | 104,371 | $0.04 | $3,911.84 |
| MI100ACAM120602 | Accela Citizen Access Annual Maintenance and Support | 1 | $4,081.77 | $4,134.37 |
| | **Accela Citizen Access Total** | | | **$24,543.21** |
| | **Accela Mobile Office Department Site License** | | | |
| DL10AAMOP000601 | Accela Mobile Office Department Site License Hosted P00 | 1 | $19,000.00 | $19,000.00 |
| MI100AMODEP0601 | Accela Mobile Office Department Site License Annual Maintenance and Support | 1 | $3,800.00 | $3,800.00 |
| | **Accela Mobile Office Department Site License Total** | | | **$22,800.00** |
| | **Accela Land Management Department Site License** | | | |
| DL10AALMP000601 | Accela Land Management Department Site License Hosted P00 | 1 | $35,000.00 | $35,000.00 |
| MI100DEPALM0601 | Accela Land Management Department Site License Annual Maintenance and Support | 1 | $7,000.00 | $7,000.00 |
| | **Accela Land Management Department Site License Total** | | | **$42,000.00** |
| | **Accela Licensing Department Site License** | | | |
| DL10CALCP000607 | Accela Licensing and Case Mgt Department Site License P00 | 1 | $35,000.00 | $24,500.00 |
| MI100DEPALC0601 | Accela Licensing and Case Mgt Department Site License Annual Maintenance and Support | 1 | $7,000.00 | $7,000.00 |
| | **Accela Licensing Department Site License Total** | | | **$31,500.00** |
| | **Accela GIS Department Site License** | | | |
| DL10AGISP000601 | Accela GIS Department Site License Hosted P00 | 1 | $9,750.00 | $9,750.00 |
| MI10AGISDEP0601 | Accela GIS Department Site License Annual Maintenance and Support | 1 | $1,950.00 | $1,950.00 |
| | **Accela GIS Department Site License Total** | | | **$11,700.00** |
| | | | | |
| | **Total License** | | | **$108,658.84** |
| | **Total Annual Maintenance and Support for 1 year** | | | **$23,884.37** |
| | | | | |
| | **TOTAL** | | | **$132,543.21** |

**License Summary Table**
License Fees are fixed-price deliverables for which full payment is due upon signing or receipt of Agency PO.

| Product | Named User Licenses included | Net Price |
|---|---|---|
| Accela Citizen Access | 104,371 | $20,408.84 |
| Accela Mobile Office Department Site License | | $19,000.00 |
| Accela Land Management Dept. Site License | | $35,000.00 |
| Accela Licensing Dept. Site License | | $24,500.00 |
| Accela GIS Dept. Site License | | $9,750.00 |
| **Total License** | | **$108,658.84** |

**Maintenance Summary Table**
Maintenance Fees are fixed-price deliverables for which full payment is due upon signing or receipt of Agency PO.

| Product | Number of Named User Licenses Included | License Cost | Annual Maintenance and Support Net Price |
|---|---|---|---|
| Accela Citizen Access | 104,371 | $20,408.84 | $4,134.37 |
| Accela Mobile Office Dept. Site License | | $19,000.00 | $3,800.00 |
| Accela Land Management Dept. Site License | | $35,000.00 | $7,000.00 |
| Accela Licensing Dept. Site License | | $35,000.00 | $7,000.00 |
| Accela GIS Dept. Site License | | $9,750.00 | $1,950.00 |
| **Accela Annual Maintenance Fee** | | | **$23,884.37** |

**Maintenance Summary for 5 years**

| Year | Annual Maintenance and Support Net Price |
|---|---|
| Year 1 | $23,884.37 |
| Year 2 | $24,600.90 |
| Year 3 | $25,338.92 |
| Year 4 | $26,099.10 |
| Year 5 | $26,882.07 |
| **Total Accela Annual Maintenance Fee for 5 years** | **$126,805.36** |

NOTES:

This quote is valid until for 90 days. After this date, all prices are subject to change. This quote supersedes any previous written or verbal estimate for products and installation services. In order to procure the above-mentioned services, please submit a purchase order with the following information:

1. Signature of authorized personnel (if there is a signature line on the purchase order)
2. Estimate Number
3. Date
4. Any Terms and Conditions of Purchase Order

In order to expedite the process, please submit authorization via e-mail to contractsadmin@accela.comand also fax to the Attn. of Contracts Administration at (925) 407-2722. Please note that if faxing a purchase order, submit both front and back and send the original purchase order in the mail to Attn: Contracts Administration, Accela, Inc. 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, CA 94583.

Payment Terms: All license fees are fixed-price deliverables for which full payment is due upon signing or receipt of Agency purchase order.

Professional Services fees are billable based upon mutually agreed terms and condition of the Statement of Work (SOW). Travel time and expenses will be billed as incurred. Travel time will be billed at the rate stated in the SOW. Billing terms for professional services, travel time and expenses are Net 30, unless otherwise agreed upon in the SOW. Payment obligations hereunder are non-cancelable and any sums when paid shall be non-refundable.

The Maintenance Fees are for the licenses being purchased under this quote. These fees are in addition to any existing maintenance fees on current Accela software products that you may already have purchased. The maintenance period for the licenses being purchased under this quote will begin upon delivery of such licenses to the agency. The Maintenance Fees are fixed-priced deliverables for which full payment is due upon signing or receipt of Agency purchase order.

Agency will be responsible for payment or reimbursement to Accela, Inc. any and all federal, state, provincial and local taxes and duties that are applicable, except those based on Accela's net income.

If the Agency requires additional on-site assistance, a separate estimate will be provided.

These costs do not include hardware or equipment. Please contact your selected hardware vendor for additional hardware or software costs.

The pricing set forth herein reflects information generally known to Accela, supplied to Accela by client, and based on Accela's interpretation of the work to be performed. Further information gathered through detailed investigation and configuration analysis by Accela is required before a final Statement of Work and pricing can be mutually agreed upon.

Prior to Contract execution, Accela may request a mutually agreed upon evaluation of the Client's business practices and operations in preparation of the final Statement of Work.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Signature ________________________________

Date ________

Name ________________________________

Title ________________________

## LICENSE AGREEMENT

1. Parties

| | ACCELA | CUSTOMER |
|---|---|---|
| | Accela, Inc. | City of High Point, North Carolina |
| | 2633 Camino Ramon, Suite 120 | 211 South Hamilton |
| | Bishop Ranch 3 | |
| | San Ramon, California 94583 | High Point, North Carolina 27260 |
| | Attention: Contracts Administration | Attention: Tom Spencer |
| | T: 925.659.3200 | T: 336.883.3440 |
| | F: 925.407.2722 | F: 336.883.3052 |
| | e-Mail: contractsadmin@accela.com | e-Mail: tom.spencer@highpointnc.gov |

This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this LA to Accela **no later than June 29, 2012**, this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

3. Intellectual Property License

3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees.

3.1.2 The Software will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.1.3 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.

3.1.4 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Customer's employees.

3.1.5 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.

3.1.6 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.7 Customer is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.

3.1.8 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.9 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.10 All rights not expressly granted to Customer are retained by Accela.

3.2 License Warranties

3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described herein above, Customer will pay to Accela the amounts indicated in Exhibit A.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 4.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date, continue throughout the term of this LA, survive the expiration or termination of this LA, and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term"). Why termination)

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible. Notwithstanding, the obligations described herein are subject to the North Carolina Public Records Act.

4.4 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 Dispute Resolution This LA is governed by the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be adjudicated if necessary by the Superior Court of Guilford County, North Carolina (and any appellate review in the North Carolina court system). Any such adjudication entails mandatory mediation under the supervision of the Court.

5.2 Removal and Destruction of Software Within ten (10) business days following termination of this LA by either Party, Customer will remove all copies of the Software from those computer systems which it owns or controls and will destroy all media which contain copies of the Software or portions thereof. Customer will certify said removal and destruction to Accela within fifteen (15) business days following termination of this LA.

5.3 Assignment Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

5.4 Survival The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.

5.5 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

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5.6 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

| **ACCELA** | **CUSTOMER** |
|---|---|
| By: ______________________ (Signature) | By: ______________________ (Signature) |
| ______________________ (Print Name) | ______________________ (Print Name) |
| Its ______________________ (Title) | Its ______________________ (Title) |
| Dated: ______________________ (Month, Day, Year) | Dated: ______________________ (Month, Day, Year) |

**Exhibit Follows.**

**END OF DOCUMENT**

## EXHIBIT A

| Deliverables | Quantity | Fees |
|---|---|---|
| Accela Automation® Land Management Department Site License | 1 | $35,000.00 |
| Accela Citizen Access™ Server Software | 1 | $5,499.00 |
| Accela Citizen Access Population Fee (Based Upon 104,371 Population) | 1 | $4,174.84 |
| Accela Citizen Access Module Fee | 2 | $10,998.00 |
| Accela Mobile Office™ Department Site License | 1 | $19,000.00 |
| Accela GIS™ Department Site License | 1 | $9,750.00 |
| Accela Licensing and Case Management™ Department Site License | 1 | $35,000.00 |
| Customer Discount on Accela Licensing and Case Management | N/A | ($10,500.00) |
| Customer Discount on Accela Citizen Access Population Fee | N/A | ($263.00) |
| | **Total of Fees** | **$108,658.84** |

License Fees are fixed-price deliverables for which full payment is due upon signing.

**END OF DOCUMENT**

**MAINTENANCE AGREEMENT**

1. Parties

| ACCELA | CUSTOMER |
|---|---|
| Accela, Inc. | City of High Point, North Carolina |
| 2633 Camino Ramon, Suite 120 | 211 South Hamilton |
| Bishop Ranch 3 | |
| San Ramon, California 94583 | High Point, North Carolina 27260 |
| Attention: Contracts Administration | Attention: Tom Spencer |
| T: 925.659.3200 | T: 336.883.3440 |
| F: 925.407.2722 | F: 336.883.3052 |
| e-Mail: contractsadmin@accela.com | e-Mail: tom.spencer@highpointnc.gov |

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term Provided that Customer signs and returns this MA to Accela **no later than June 29, 2012**, this MA is effective as of the date of Customer's signature and will continue for a period of five (5) years. During the five year term, year-over-year maintenance fees will not increase by more than three percent (3%). Customer may elect to continue its maintenance coverage for additional annual terms by paying to Accela the fees associated with such terms when these are due; said fees will be calculated as twenty percent (20%) of the then-current list license fees. Should Customer fail to renew its maintenance coverage or pay the applicable fees, Accela reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

2.2 Termination Either party may terminate if the other party materially breaches this MA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this MA, all rights granted to Customer are cancelled and revert to Accela.

3. Scope of Maintenance

3.1 Maintenance Services

3.1.1 Telephone Support Accela will provide Customer with a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays.

3.1.2 E-Mail Support Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours.

3.1.3 Online Support Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

3.1.4 Remote Support When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via the WebEx™ Meeting Center™ environment or another mutually-acceptable remote communications method.

3.1.5 On-Site Support If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.6 Software Updates Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.2 Maintenance Limitations

3.2.1 Limitations Generally The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a) Services required due to misuse of the Accela-maintained software products;
b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
c) Services required by Customer to be performed by Accela outside of Accela's usual working hours;
d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela;
e) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment. Accela's CRC will work with City to replicate any reported issue as necessary. CRC will review submitted case, replications steps, screen shots and log files. If CRC is unable to replicate the issue, Accela will work with Customer via remote session to replicate and determine the root cause. (i.e. Accela product issue or other environment issue.) If case is not replicated or resolved via review of case information and remote session, CRC will request additional information including but not limited to Log Files, Customer Database and any specific script or file for replication of issue in an Accela test environment. Escalation to engineering or product management may be required once the issue has been replicated. CRC will continue work on the issue until the problem is replicated or determined to be outside the scope of Accela's product(s) the issue was reported against;
f) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
g) Services requested by Customer to implement software updates provided by Accela pursuant to this MA; and
h) New or additional applications, modules, or functionality released by Accela during the term of this MA.

3.2.2 Legacy Releases A release is a planned packaged delivery of software which contains substantial new functionality or changes. Releases typically occur annually but may vary as requirements dictate. Detailed product release notes will accompany each release and are available for review prior to installation. All version upgrades, patches, and fixes are provided with corresponding instructions. Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein

3.3 Warranty Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to Accela for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

3.4 Compensation

3.4.1 Maintenance Fees In exchange for the Maintenance Services described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A.

3.4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this MA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 4.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date, continue throughout the term of this MA, survive the expiration or termination of this MA, and will continue until two (2) years following any termination or expiration of this MA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible. Notwithstanding, the obligations described herein are subject to the North Carolina Public Records Act.

4.4 Publicity During the term of this MA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 Customer Obligations As required, Customer will provide Accela with appropriate access to Customer's facilities, data systems, and other resources. If Security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of Accela's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by Accela hereunder, Accela reserves the right to charge Customer for any extra work reasonably-attributable to such increased difficulty, as calculated at Accela's then-current time-and-materials rates.

5.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and Customer.

5.3 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this MA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

5.4 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5 Dispute Resolution This MA is governed by the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this SA, or the breach thereof, will be adjudicated if necessary by the Superior Court of Guilford County, North Carolina (and any appellate review in the North Carolina court system). Any such adjudication entails mandatory mediation under the supervision of the Court.

5.6 Assignment Neither Accela or City shall assign, sublet, sell, or transfer its interest or obligations under this MA to any third party, without prior written notice to the other party to this MA. Any such assignment, subletting or transfer by Accela shall not occur without the City's prior written consent, which consent will not be unreasonably withheld. Notwithstanding, Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.

5.7 Survival The following provisions will survive the termination or expiration of this MA: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.

5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

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5.9 Severability and Amendment If any particular provision of this MA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this MA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this MA will be effective unless it is described in writing and signed by the Parties.

| **ACCELA** | **CUSTOMER** |
|---|---|
| By: ______________________ | By: ______________________ |
| (Signature) | (Signature) |
| ______________________ | ______________________ |
| (Print Name) | (Print Name) |
| Its ______________________ | Its ______________________ |
| (Title) | (Title) |
| Dated: ______________________ | Dated: ______________________ |
| (Month, Day, Year) | (Month, Day, Year) |

**Exhibit Follows.**

**END OF DOCUMENT**

## EXHIBIT A

| Deliverables | Fees |
|---|---|
| First-Term Annual Maintenance for Accela Automation® Land Management Department Site License | $7,000.00 |
| First-Term Annual Maintenance for Accela Citizen Access™ (1 Server, 2 Modules [Based Upon 104,371 Population]) | $4,134.37 |
| First-Term Annual Maintenance for Accela Mobile Office™ Department Site License | $3,800.00 |
| First-Term Annual Maintenance for Accela GIS™ Department Site License | $1,950.00 |
| First-Term Annual Maintenance for Accela Licensing and Case Management™ Department Site License | $7,000.00 |
| **Total of Fees** | **$23,884.37** |

First-Term Annual Maintenance Fees are fixed-price deliverables for which full payment is due upon signing.

Second-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the first anniversary of the Effective Date.

Third-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the second anniversary of the Effective Date.

Fourth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the third anniversary of the Effective Date.

Fifth-Term Annual Maintenance fees are subject to an annual increase of three percent (3%) over the previous year's fees and are due on the fourth anniversary of the Effective Date.

**END OF DOCUMENT**

# SERVICES AGREEMENT

| | | |
|---|---|---|
| 1. Parties | ACCELA<br>Accela, Inc.<br>2633 Camino Ramon, Suite 120<br>Bishop Ranch 3<br>San Ramon, California  94583<br>Attention: Contracts Administration<br>T: 925.659.3200<br>F: 925.407.2722<br>e-Mail: contractsadmin@accela.com | CUSTOMER<br>City of High Point, North Carolina<br>211 South Hamilton<br><br>High Point, North Carolina 27260<br>Attention:  Tom Spencer<br>T: 336.883.3440<br>F: 336.883.3052<br>e-Mail: tom.spencer@highpointnc.gov |

This Services Agreement ("SA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term   Provided that Customer signs and returns this SA to Accela **no later than June 29, 2012**, this SA is effective as of the date of Customer's signature ("Effective Date") and will continue until completion of the services deliverables described herein.

2.2 Termination   Either party may terminate if the other party materially breaches this SA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this SA, all rights granted to Customer are cancelled and revert to Accela.

3. Professional Services   Accela will provide the implementation, data conversion, and/or training services ("Professional Services") described in the Statement of Work ("SOW") attached hereto as Exhibit A.

3.1 Warranty   Accela will commence and complete the Professional Services in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry.

3.2 Customer Cooperation   As required, Customer agrees to provide Accela with appropriate access to Customer's facilities, personnel, data systems, and other resources. Customer acknowledges that the implementation process described in this SA is cooperative in nature and that Customer must complete its designated tasks in a timely manner in order for Accela to proceed with and complete the Professional Services. Customer delays during the implementation period may have adverse collateral effects on Accela's overall work schedule. Although Accela will use its best efforts to immediately resume work following such a delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services because of Customer delays, such time will be charged to Customer at Accela's then-current time-and-materials rates.

3.3 Compensation

3.3.1 Implementation Fees   In exchange for the Professional Services, Customer will pay to Accela the amounts indicated in Exhibit A according to the billing events schedule described therein. The pricing set forth herein reflects information generally known to Accela, supplied to Accela by Customer, and based on Accela's interpretation of the work to be performed. In addition to such amounts, Customer will reimburse Accela for airfare, travel time, lodging, rental transportation, meals, and other miscellaneous expenses at current rates. Accela to use Hotel/negotiated rate provided by City and will be paid per diem based on IRS regulations for our area. Customer will reimburse Accela for data communications charges at the flat, per-day rate specified in Exhibit A. Upon Customer request, Accela will provide scanned or copied receipts of other appropriate documentation supporting claimed expenses and other charges.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If Customer is exempt from certain taxes, Customer will provide Accela with an appropriate certificate of exemption. Customer will be invoiced for all amounts upon occurrence of the billing events described in Exhibit A. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;
b) information which is available to Recipient from a third party without violation of this SA or Disclosing Party's intellectual property rights;
c) information disclosed pursuant to Subsection 4.4 below;
d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
e) information which is subpoenaed by governmental or judicial authority; and
f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date, continue throughout the term of this SA, survive the expiration or termination of this SA, and will continue until two (2) years following any termination or expiration of this SA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible. Notwithstanding, the obligations described herein are subject to the North Carolina Public Records Act.

4.4 Publicity During the term of this SA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Accela product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Accela's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 Mutual Indemnification Accela agrees to indemnify, defend, and hold Customer and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Accela or its employees or agents while the terms and conditions of this SA remain enforceable. Customer agrees to indemnify, defend, and hold Accela and its officers, agents, and employees harmless against any claims, suits, or damages arising out of physical property damage or bodily injury caused by the negligence or misconduct of Customer or its employees or agents while the terms and conditions of this SA remain enforceable.

5.2 Limitation of Liability Accela provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Professional Services may be adversely affected by remedial or other actions performed pursuant to this SA; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Professional Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages..

5.3 Insurance Coverage Accela will maintain insurance coverage at its sole cost and expense and will provide certificates of insurance to Customer if so requested. The insurance will not be cancelled or terminated without thirty (30) calendar days' advance written notice to Customer.

5.4 Force Majeure Neither of the parties shall be deemed to be in default of or to have breached any provision of this SA as a result of any unavoidable delay, failure in performance or interruption of service, necessarily resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, acts or orders of any government or agency or official thereof, fires, hurricanes, other catastrophes, or any other similar occurrences beyond such party's reasonable control. If either party is delayed in its performance of any obligation under this SA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.5 Dispute Resolution This SA is governed by the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be adjudicated if necessary by the Superior Court of Guilford County, North Carolina (and any appellate review in the North Carolina court system) and the parties acknowledge that any such adjudication may entail mandatory mediation under the supervision of the Court.

5.6 Assignment Neither Accela or City shall assign, sublet, sell, or transfer its interest or obligations under this SA to any third party, without prior written notice to the other party to this SA. Any such assignment, subletting or transfer by Accela shall not occur without the City's prior written consent, which consent will not be unreasonably withheld. Notwithstanding, Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. Accela may subcontract with qualified third parties to provide portions of the Professional Services described hereinabove.

5.7 Survival The following provisions will survive the termination or expiration of this SA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1, 5.3, and 5.4.

5.8 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

5.9 Severability and Amendment If any particular provision of this SA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this SA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this SA will be effective unless it is described in writing and signed by the Parties.

| **ACCELA** | **CUSTOMER** |
|---|---|
| By: ______________________ | By: ______________________ |
| (Signature) | (Signature) |
| ______________________ | ______________________ |
| (Print Name) | (Print Name) |
| Its ______________________ | Its ______________________ |
| (Title) | (Title) |
| Dated: ______________________ | Dated: ______________________ |
| (Month, Day, Year) | (Month, Day, Year) |

**Exhibit Follows.**

**END OF DOCUMENT**

## EXHIBIT A

Statement of Work (SOW) document follows this page.

## END OF DOCUMENT

City of High Point
Budget & Evaluation Office

NORTH CAROLINA'S INTERNATIONAL CITY™

June 12, 2012

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

I have been advised by Jeff Moore that the Market Authority collections for Occupancy Taxes and Business Licenses will exceed the budget by the end of the fiscal year.

Based on Jeff's projections, the City will collect $71,000 more than currently budgeted. Because this is a pass-through to the Market Authority under our contract, a budget amendment for $71,000 recognizing the additional funds is attached. Please let me know if you have any questions.

cc: Pat Pate
Randy McCaslin
Jeff Moore

Attachments: Budget Amendment

P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.822-7065 Phone: 336.883.3018 TDD: 336.883.8517

"AN ORDINANCE AMENDING THE 2011-2012 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE HIGH POINT MARKET AUTHORITY

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

Section 1. The revenues received for the Market Authority for occupancy tax and showroom licenses will exceed the adopted budget by an estimated $71,000.

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

(A) That the Market Authority Fund of the City of High Point, is hereby amended as follows:

| | |
|---|---|
| Market Authority Occupancy Taxes (125514-402301) | $ 29,500 |
| Market Authority Business Licenses (125514-421101) | $ 41,500 |

(B) That the following Market Authority Fund expenditure budget be amended as follows:

| | |
|---|---|
| Market Authority Expenditures (125514-521199) | $ 71,000 |

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted June ___, 2012

# AGREEMENT FOR THE CONVENTION & VISITORS BUREAU

# BETWEEN THE

# CITY OF HIGH POINT

# AND THE

# HIGH POINT CONVENTION & VISITORS BUREAU, INC.

# FY 2012 - 2014

CONTENTS:

**NORTH CAROLINA** **AGREEMENT FOR PROVISION OF**
**GUILFORD COUNTY** **CONVENTION AND VISITORS BUREAU**

**THIS AGREEMENT,** made and entered into before the first day of July 1, 2012 by and between the City of High Point (hereinafter referred to as the City) and the High Point Convention and Visitors Bureau, Inc. (hereinafter referred to as the Grantee), pursuant to and subject to the restrictions and conditions set forth herein:

**WITNESSETH:**

In consideration of receipt of a grant or appropriation of funds from the City Council of the City of High Point equal to the total amount of the net proceeds received by the City of High Point from the Guilford County 3% Room Occupancy and Tourism Development Tax, the Grantee named hereinabove does hereby agree to provide Convention and Visitors Bureau Services for the City of High Point in accordance with the terms of this Agreement as set forth herein.

In consideration of the above, the parties do hereby agree as follows:

(1) The Grantee agrees to expend the funds, which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the Overview of Program of Work as attached to this Agreement and incorporated herein by reference. The Grantee further agrees to expend the funds in accordance with an Annual Budget for said funds attached hereto and which is incorporated herein by reference. Funds made available to the Grantee pursuant to this Agreement shall be expended only in accordance with applicable federal, state, and local laws. The Grantee may amend the budget from time to time in order to conform with the actual amount of funds received under this agreement.

(2) The Grantee agrees that it will supply such records, reports, information and verification relating to the expenditures of the funds or the operations of the Grantee as may be requested by the City. This shall include quarterly reports on the receipts and

expenditures, as well as an annual audit of the receipts and expenditures relating to the grant funds. The Grantee shall maintain a written accounting and documentation of all

of its receipts and disbursements relating to the grant funds, which are the subject of this Agreement. The Grantee agrees to subject itself to the provisions of Article 33c of Chapter 143 of the North Carolina Statutes entitled "Meetings of Governmental Bodies", to the same extent as the City.

(3) Funds will be distributed to the Grantee on a monthly basis in accordance with the attached budget. Further, should expenditures overspend the revenues under this Agreement; the City shall have no obligation to reimburse the Grantee for such expenditures.

(4) This Agreement will automatically terminate on June 30, 2013 at which time a new Agreement will be considered.

(5) Upon termination of this Agreement by either party all non-expendable property purchased under this Agreement shall revert to the City of High Point or its assigns.

(6) A High Point Convention and Visitors Bureau Board of Directors shall be appointed, which shall have the authority to oversee the Convention and Visitors Bureau's implementation of the program of work, and the expenditures of the grant funds, which are the subject of this Agreement. The Convention and Visitors Bureau Board shall be composed of a minimum of the following twelve (12) members:

(a) One member of the Guilford County Board of Commissioners appointed by the Board of County Commissioners.

(b) One member of the High Point City Council appointed by the City Council.

(c) Two owners or operators of hotels, motels, or other taxable tourist accommodations in the local metropolitan area, one of whom owns or operates hotels, motels, or other tourist accommodations with more than 100 rental units, and one of whom owns or operates hotels, motels, or other tourist accommodations with 100 or fewer rental units, both appointed by the Board of County Commissioners.

(d) One individual who has demonstrated an interest in tourism development and does not own or operate hotels, motels, or other tourist accommodations, and is a Board member of the High Point Chamber of Commerce, appointed by the Chamber of Commerce.

(e) One individual involved in the local restaurant or food service business who has demonstrated an interest in tourism development, and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.

(f) One individual involved in the cultural arts or tourist attraction business, who has demonstrated an interest in tourism development, and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.

(g) One at-large individual who has demonstrated an interest in tourism development and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.

(h) One individual who has demonstrated an interest in tourism development and is a representative of a High Point public convention/trade show center, appointed by the High Point Chamber of Commerce.

(i) Two at-large individuals who have demonstrated an interest in tourism development and do not own or operate hotels, motels, or other tourist accommodations, appointed by the Board of County Commissioners.

(j) The President & CEO of the High Point Convention and Visitors Bureau, Inc., who shall be a non-voting, ex-officio member.

All voting members of the High Point Convention and Visitors Bureau Board shall serve without compensation. All members shall serve two-year terms and the term shall be October 1 to September 30 two years later. Members may serve no more than two consecutive terms. Members appointed to fill the at-large designations shall serve a full term, and have all voting rights and privileges. The members shall elect a chairperson, who shall also serve a two-year term if eligible. Members appointed to fill vacancies shall first serve for the remainder of the unexpired term for which they are appointed to fill, and then are eligible for appointment for a regular term. The Board shall meet at the call of the Chairperson, and shall adopt rules of procedure to govern its meetings. The Board shall appoint such ex-officio members as it deems appropriate.

(7) The attached Exhibits are:

(A) Overview & Program of Work
(B) Proposed New Budget and Explanation
(C) Strategic Business Plan for FY 12-13
(D) Occupancy Tax Comparison Current Year to Past Year
(E) Financial Statement through April Current Year
(F) Arts & Tourism Grants Awards for Current Year
(G) Event Booking Incentives for Current Year
(H) Board of Directors, Organizational Chart, and Chart of Staff Organizational Involvement

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its behalf; and the Grantee has caused the same to be duly executed in its behalf as of the date first above written.

**CITY OF HIGH POINT, NORTH CAROLINA**

**ATTEST:**

Lisa B. Vierling, City Clerk

Stribling Boynton, City Manager

Approved as to legal form:

JoAnne Carlyle, City Attorney

**HIGH POINT CONVENTION & VISITORS BUREAU, INC.**

**ATTEST:**

Kevin A. Archer, Board Chairman

Timothy C. Mabe, President & CEO

**PROPOSED BUDGET FOR FY 12 - 13**
**HIGH LIGHTS OF EXPLANATION**

**The Transient Occupancy Tax Collection** for FY 12-13 is projected to be $1,326,878, which is an increase of 3% over the actual year-end receipts for FY 11-12. A forecast of a 3% increase for FY 12-13 also follows what other bureaus in our area are projecting including the Greensboro CVB (also at 3%).

The tax receipts for FY 11-12 have continued to turn around from the last year's economy and are coming in at a 3% increase. Total receipts for FY 11-12 are $1,288,231 which is a 5% increase over previous FY 10-11.

The **Budget Allocations** are distributed as follows:

| | HPCVB | DMAI * |
|---|---|---|
| Administrative (Personnel) Expenses | 35% | 39 % |
| Operating Expenses | 13% | 13 % |
| Marketing Expense (Convention, Tourism & Grants) | 52% | 48 % |

* (Based on Destinations Marketing Associations International [DMAI] recommendations for all CVBs to operate under)

**The Administrative Expense**

**#5201 Salaries** The current staff of eight will receive a 2% COLA for FY 2012-13 and an alignment for the two sales staff. The City of High Point is also giving a 2% COLA. Greensboro CVB is giving a 3% COLA. There is no increase in this line item from previous year due to scheduling more efficiently for front of house staff.

**#5202 Retirement** - $6,850 increase than previous year due to all staff will become eligible for the plan.

**#5203 Insurance** – HPCVB had a savings in health insurance last year so staff anticipates, a small increase of 10% incase of increase. This would make the budget in line with last year's insurance budget

**The Operations Expense**

**#5301 Memberships** – For CEO maintaining current memberships in tourism and convention, meeting, and event planning organizations to engage and network for bringing new multiple day events to High Point. Also includes a new membership in NC Tourism Industry Association.

**#5302 Travel/Entertainment** – The increase in this line item meets the actual participation level of previous year (FY 11-12) of CEO and the board in mileage, Governors Conference, annual conventions (MPI and IAVM), business lunches, travel costs, as well as soliciting clients, and networking tourism and planner meetings and events.

**#5303 General & Administrative** – Simpleview membership fees for tourism crm database and new DMAI calculator

**#5307 Rent/Utilities** – Rent will be $7,725 for July – January and then $7,957 for Feb – June = totaling $93,859

**#5308 Boards & Committees** – Board Expenses include projected costs for monthly board meetings, Committee Meetings, Board member plaques and recognitions, Board Strategic Planning Retreat, Board Travel, and Director and Officers Insurance.

**#5309 Equipment** – Equipment includes copier lease, postage machine, equipment tax, post office box, business reply license, and upgrades and additional needed computer equipment.

## The Marketing Expense

### Convention Promotions –

Most of the Convention and Tourism Promotion will include implementing Woodbine's Marketing Plan for re-branding, implementing digital and print sales tools, website, and agency of record fee. This cost is divided in convention promotion, literature/printing, special promotions/projects, advertising, and audiovisuals.

**#5402 – Convention Services** – Includes the EBI line item and other incentives and services used to bring events into the City. Includes High Point Market Authority support. These remain the same from previous year FY 11-12.

### Tourism Promotions

**#5512 – Website**– Implement New Website and Track SEO per Woodbine's Marketing Plan when implemented.

**#5800 Arts & Tourism Grants** line item is directly tied to the occupancy tax (15%):

On page 3, the detail of the Doll Museum is shown to show that the rent income received is a wash in the expense.

**Event Booking Incentive** - The carryover for the EBI is shown to show that these funds are credited to FY 12-13 line item #5402.5. There will be $35,293 to roll over from unused EBI from FY 11-12 to FY 12-13. In addition, staff requests rolling over unused convention services and special services funds of $8,000 to EBI in FY 11-12 to FY 12-13. These line items are all in 5402 titled convention services.

**Contingency** - A contingency of $5,000 is designated to reduce the risk of any shortfall in revenue or overruns in expenses. Any remaing at the end of the year should be used for a reserve. A reserve of six months operating capital is recommended and the goal is to achieve that by FY 2015.

**Marketing Project** – Woodbine will implement the Marketing project approved by the Board at the May 16th Board Meeting at a negotiated price of $125,000 which includes the project costs of $72,500 and the agency fees of $52,500. The Board has approved $50,000 earmarked from reserves for Marketing Projects. Staff is requesting $66,000 of marketing funds to be earmarked from reserves from FY 11-12 Marketing budget to FY 12-13 to cover most of the remaining costs of the proposal. $9,000 will only need to be used for FY 12-13 budget to fund the rest of the project. The $9000 is in Line Item 5512.0 (Web). Doing this in this manner will enable us to be able to adequately use funds in the FY 12-13 budget for actually implementing the project in media and collateral while the proposal fees are covered with only a minimal impact on reserves.

# Recommended - Draft Only

**HPCVB PROPOSED FY 12-13 BUDGET**

| No. | ITEM | Approved Budget FY 11-12 | RECOMMENDED FY 12-13 Proposed Budget at 3% increase over projected year-end |
|---|---|---|---|
| **INCOME** | | | |
| **OCCUPANCY TAX COLLECTION** | | | |
| 4101.0 | Transient Occupancy Tax | 1,260,730 | 1,326,878 |
| | | | |
| 4103.0 | DMMHP Rents | 30,330 | 30,330 |
| | | | |
| 4102.0 | Interest Income | 3,000 | 2,500 |
| | | | |
| 4105.0 | EBI Carry Over | 93,610 | 43,293 |
| | | | |
| **TOTAL INCOME** | | 1,387,670 | 1,403,001 |
| | | | |
| **GRANT PROGRAM (15% of occupancy tax)** | | | |
| | Arts & Tourism Grants | 189,110 | 199,032 |
| | | | |
| **UNRESTRICTED INCOME (-15% grants)=Oper. Budget** | | 1,198,561 | 1,203,969 |
| | | | |
| **EXPENSES** | | | |
| **ADMINISTRATIVE EXPENSES** | | | |
| 5201.0 | Salaries | 391,704 | 391,704 |
| | | | |
| 5202.0 | Retirement | 13,000 | 19,850 |
| | | | |
| 5203.0 | Life/Hosp/Dent. Ins. | 62,495 | 62,662 |
| | | | |
| 5204.0 | Soc. Security | 29,965 | 29,996 |
| | | | |
| 5205.0 | Unemployment Ins. | 1,401 | 1,500 |
| | | | |
| **ADMINISTRATIVE EXPENSES TOTAL** | | 498,565 | 505,712 |
| | | | |
| **OPERATING EXPENSES** | | | |
| 5301.0 | Memberships/Subscriptions | 3,938 | 4,524 |
| | | | |
| 5302.0 | Travel/Entertainment | 4,850 | 11,500 |
| | | | |

| | | | |
|---|---|---|---|
| 5303.0 | General & Admininistrative Operations | 36,135 | 49,500 |
| | | | |
| 5304.0 | Postage/General | 2,000 | 2,000 |
| | | | |
| 5305.0 | Parking | 1,440 | 1,920 |
| | | | |
| 5306.0 | Telephone | 6,945 | 6,961 |
| | | | |
| 5307.0 | Rent/Utilities | 91,125 | 93,859 |
| | *(includes $30,330 DMM rent)* | | |
| | | | |
| 5308.0 | Comm/Board Expenses | 10,768 | 11,000 |
| | | | |
| 5309.0 | Equipment | 13,853 | 15,825 |
| | | | |
| OPERATING EXPENSES TOTAL | | 171,054 | 197,089 |
| | | | |
| CONVENTION PROMOTION EXPENSES | | | |
| 5401.0 | Convention Advertising | 20,500 | 20,500 |
| | | | |
| 5402.0 | Convention Services | 322,200 | 322,200 |
| | | | |
| 5403.0 | Entertainment | 1,000 | 1,000 |
| | | | |
| 5404.0 | Literature/Printing | 14,100 | 10,000 |
| | | | |
| 5405.0 | Memberships - Convention | 5,050 | 5,545 |
| | | | |
| 5406.0 | Postage - Convention | 3,000 | 3,000 |
| | | | |
| 5407.0 | Conv. - Special Promotional Projects | 46,500 | 33,355 |
| | | | |
| 5408.0 | Subscription/Publications | 160 | 160 |
| | | | |
| 5409.0 | Travel - Convention | 22,800 | 23,000 |
| | | | |
| 5410.0 | Trade Shows - Convention | 15,741 | 16,000 |
| | | | |
| 5412.0 | Audiovisuals | 1,000 | 1,000 |
| | | | |
| CONVENTION PROMOTIONS EXPENSES TOTAL | | 452,051 | 435,760 |
| | | | |
| TOURISM PROMOTION EXPENSES | | | |
| 5501.0 | Advertising | 19,200 | 19,000 |
| | | | |

| | | | |
|---|---|---|---|
| 5502.0 | Audiovisuals | 1,000 | 1,000 |
| | | | |
| 5503.0 | Tourism - Literature/Printing | 17,550 | 10,000 |
| | | | |
| 5504.0 | Memberships/Subscriptions - Tourism | 590 | 658 |
| | | | |
| 5505.0 | Postage - Tourism | 3,000 | 3,000 |
| | | | |
| 5506.0 | Special Projects | 16,150 | 10,000 |
| | | | |
| 5507.0 | Travel/Entertainment | 250 | 800 |
| | | | |
| 5509.0 | Visitor Information Center | 5,950 | 5,950 |
| | | | |
| 5512.0 | Web | 3,200 | 10,000 |
| | *(includes Woodbine agency fee of $9,000* per footnote below)* | | |
| TOURISM PROMOTION EXPENSES TOTAL | | 66,890 | 60,408 |
| | | | |
| OTHER | Contigency | 10,000 | 5,000 |
| | | | |
| TOTAL EXPENSES | | 1,387,670 | 1,403,001 |

*Footnote:*

**Woodbine agency fee - $125,0000*
*$116,000 paid from reserves*
*Remaining $9000 is in Line Item 5512.0 above*

** The costs of actual implementing the Woodbine Plan (advertising, other hard marketing costs, etc) are shown spread throughout the CONVENTION PROMOTIONS and TOURISM PROMOTION sections of this budget*

Right of Way

Ritchie D. Tuttle
RIGHT OF WAY COORDINATOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMO

May 31, 2012

To: JoAnne Carlyle, City Attorney

From: Ritchie D. Tuttle Ritchie D. Tuttle

Re: Purchase of property for assemblage
with City of High Point property
(R.V. Moss Traffic Service Center)

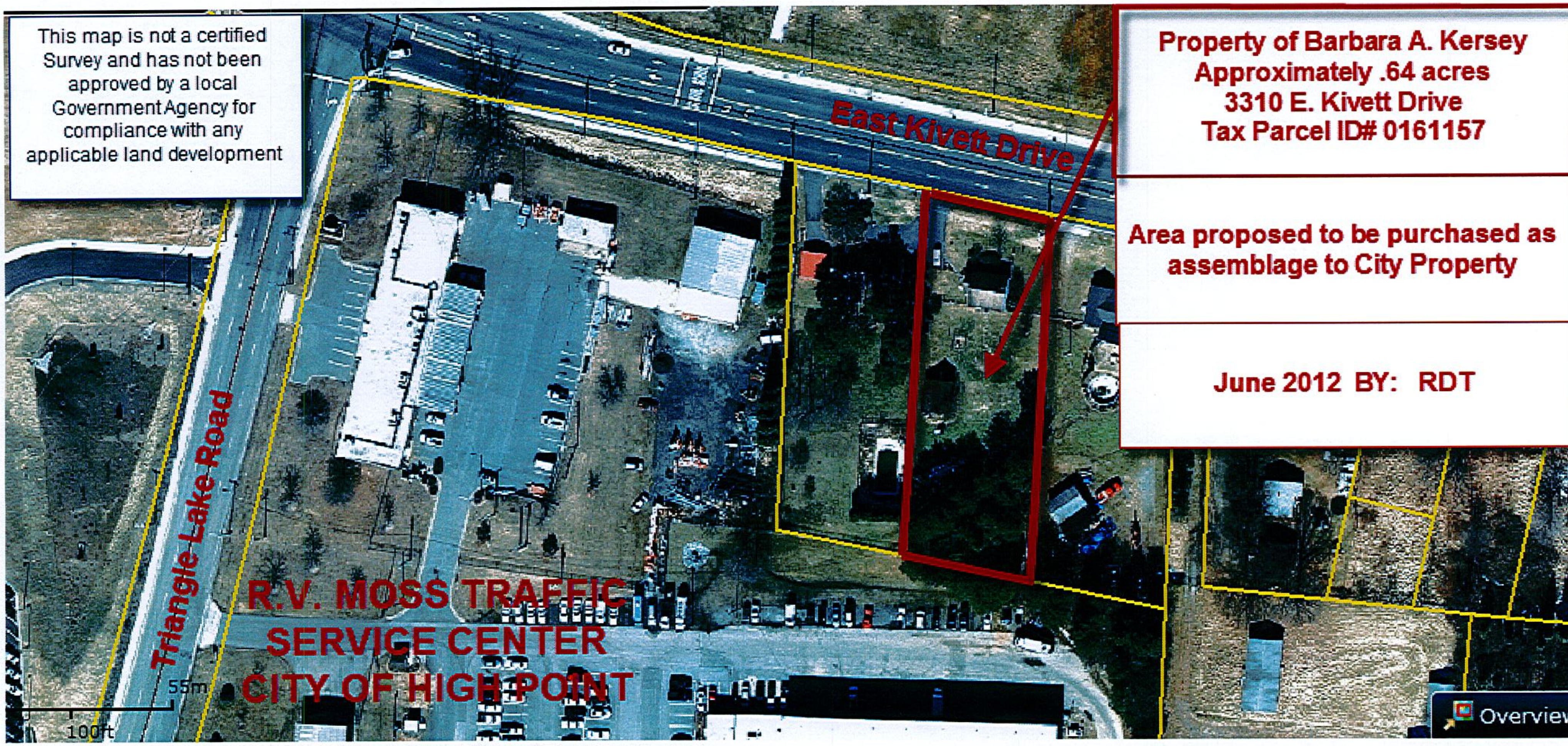
This memo is to request that you pursue Council approval at their June 18, meeting for the purchase of property located at 3310 E. Kivett Drive. The tract has a total of .64 acres with a one story frame dwelling and has a tax value of $56,200.00. The agreed purchase price is $45,267.00. The property is being purchased for future assemblage with and use by the R.V. Moss Traffic Service Center.

I have included a map of the property. I will be at the Finance and Council meetings on June 18, to address any questions.

Thank you and if additional information is needed, please advise.

Cc: Randy McCaslin
Pat Pate
Cindy Smith

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3247 Fax: 336.822-7014 Cell: 336.688-6624
E-mail: ritchie.tuttle@highpointnc.gov



This map is not a certified Survey and has not been approved by a local Government Agency for compliance with any applicable land development
East Kivett Drive
Triangle Lake Road
R.V. MOSS TRAFFIC SERVICE CENTER CITY OF HIGH POINT
55m
100ft
Property of Barbara A. Kersey
Approximately .64 acres
3310 E. Kivett Drive
Tax Parcel ID# 0161157
Area proposed to be purchased as assemblage to City Property
June 2012 BY: RDT
Overview

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

# MEMORANDUM

June 11, 2012

**MEMO TO:** Strib Boynton, City Manager

**FROM:** Jeffrey A. Moore, Financial Services Director

**SUBJECT:** Agenda Item-Capital Project Budget Ordinance for Land Development System Software Project

---

City staff has prepared a recommendation for the award of a contract for the purchase and implementation of software for the comprehensive land development and inspections software system to Accela Inc. The City needs to establish a capital project ordinance to budget and account for the multi-year implementation of the software system.

The attached Capital Project Ordinance will appropriate $800,000 from the Water and Sewer Fund to the Water and Sewer Capital Projects Fund for the software purchase and implementation.

Tom Spencer will be available to answer any questions you or City Council may have.

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

"A CAPITAL PROJECT ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
LAND DEVELOPMENT AND INSPECTION SYSTEMS PROJECT

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

Section 1. The Project is the acquisition and implementation of a comprehensive land management and development process software system. The Project will serve the residential and corporate citizens of the City of High Point to improve connections between the City and developers and streamline processes in the City's development approval processes.

Section 2. The following revenue will be available to the City of High Point:

| | |
|---|---|
| Transfer from the Water and Sewer Operations Fund | $ 800,000 |

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

| | |
|---|---|
| Software Infrastructure Improvements (421779) | $ 800,000 |

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

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

**Adopted June ___, 2012**

**DEPARTMENT OF PLANNING AND DEVELOPMENT**
**INSPECTION SERVICES DIVISION**
**HOUSING ENFORCEMENT**

**ORDINANCE REQUEST:** Ordinance to Demolish

**PROPERTY ADDRESS:** 812 E. Russell Avenue

**OWNER:** Cathy M. Lamb and Richard D. Lamb (deceased)

**FIRST INSPECTION**
5-26-2011

Number of Violations: Major 7 Minor 31
2) electrical system vandalized/missing
3) plumbing system vandalized/missing, including pipes, tub, sinks
4) heater removed by vandalism
5) holes or cracks in foundation wall
6) large hole in interior walls
7) missing handrails on all porches
8) rotted entrance steps

**HEARING RESULTS:**
6-14-2011

The owner did not appear for the hearing. The title search indicated that the property is in the foreclosure process. The property was vacant at the time of the inspection. Mr. Lamb is deceased and his wife can no long keep the property due to financial reasons. Attorney Matthew J. Herrie, representing the trustee for the property did appear for the hearing and stated he would take the information on the condition of the dwelling back to the lender. To date, the lender has not taken possession of the property. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. In its present state, necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is $17,500. The repair estimate is $28,600.

**ORDER(S) ISSUED:**
6-14-2011

Order to Repair or Demolish with a compliance date of 9-14-2011

**APPEALS:** No appeals to date.

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

**EXTENSIONS:** None requested by the owner.

**CURRENT STATUS:** Conditions still exist. 6-11-2012


# 812 East Russell Avenue

**Ordinance to Demolish**

**Location of subject property**

**Department of Planning and Development**

**City of High Point**

**Date: January 30, 2012**

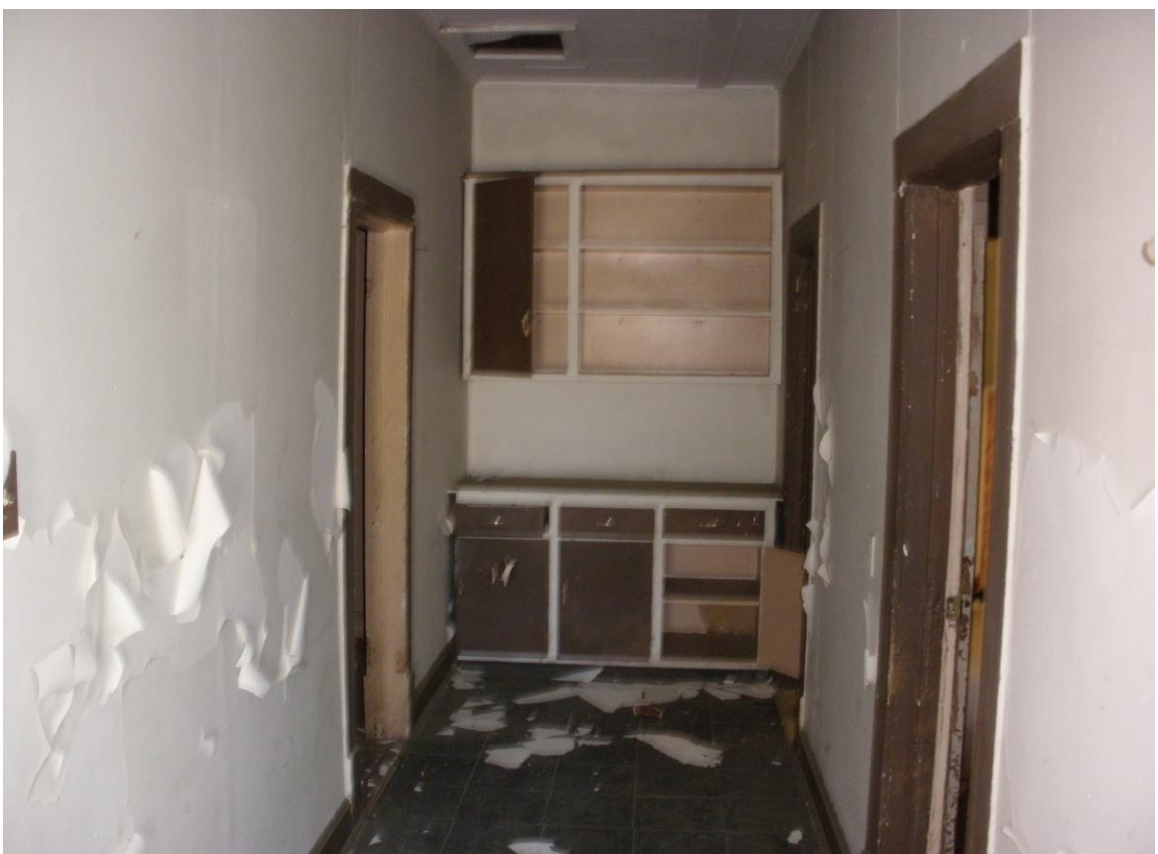
N

**Scale: 1'=200'**

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

812 Russell Street

812 Russell Street



812 Russell Street

## PLANNING AND ZONING COMMISSION RECOMMENDATION

On May 22, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Keith McInnis and Mrs. Marie Stone.

**City of High Point** **Street Abandonment Case 12-04**

A request by the Technical Review Committee to abandon unnamed alleys located north of Pine Street and south of Elm Street, between Gatewood Avenue and Church Avenue.

Mr. Herbert Shannon presented the request and recommended approval as outlined in the staff report.

No one spoke in favor or in opposition to Street Abandonment Case 12-04.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 12-04, by a vote of 7-0 as recommended by staff.

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

# STAFF REPORT
# STREET ABANDONMENT CASE 12-04
**May 22, 2012**

| Request | |
|---|---|
| **Applicant:**<br>City of High Point<br>Technical Review Committee | **Proposal:**<br>Abandon an unnamed alley located east of Pine Street between Gatewood Avenue and Church Avenue. |

| Adjacent Streets | | |
|---|---|---|
| **Name:** | **Classification:** | **Right-of-Way and Pavement Width:** |
| Pine Street | Local | 50 ft. right-of-way – 30 ft. curb & gutter |
| Alley | Alley | 12 ft. right-of-way – 12 ft. ribbon pavement |

| Adjacent Property Zoning and Current Land Use | | |
|---|---|---|
| North | General Office Moderate (GO-M) | Medical Office / Office |
| East | General Business (GB) | Publishing / Office |
| South | General Business (GB) | Publishing / Office |
| West | Public Right-of-Way | Pine Street |

## Analysis

The right-of-way being considered for abandonment consists of approximately 3,800 square feet, measuring 316 feet in length by 12 feet in width. The area contains asphalt drives, a building, and a stormwater line. The improvements are privately maintained with the exception of the stormwater line. Although, the stormwater line is currently shown as part of the public system the line only serves as a conveyance for runoff from private property. Therefore, retaining a stormwater easement is not necessary.

## Findings

The Technical Review Committee (TRC) reviewed this request on July, 2009 and identified no concerns related to abandonment of this portion of the right-of-way. An early notice was sent to the abutting property owners on March 27, 2012. There has been no response to the early notices.

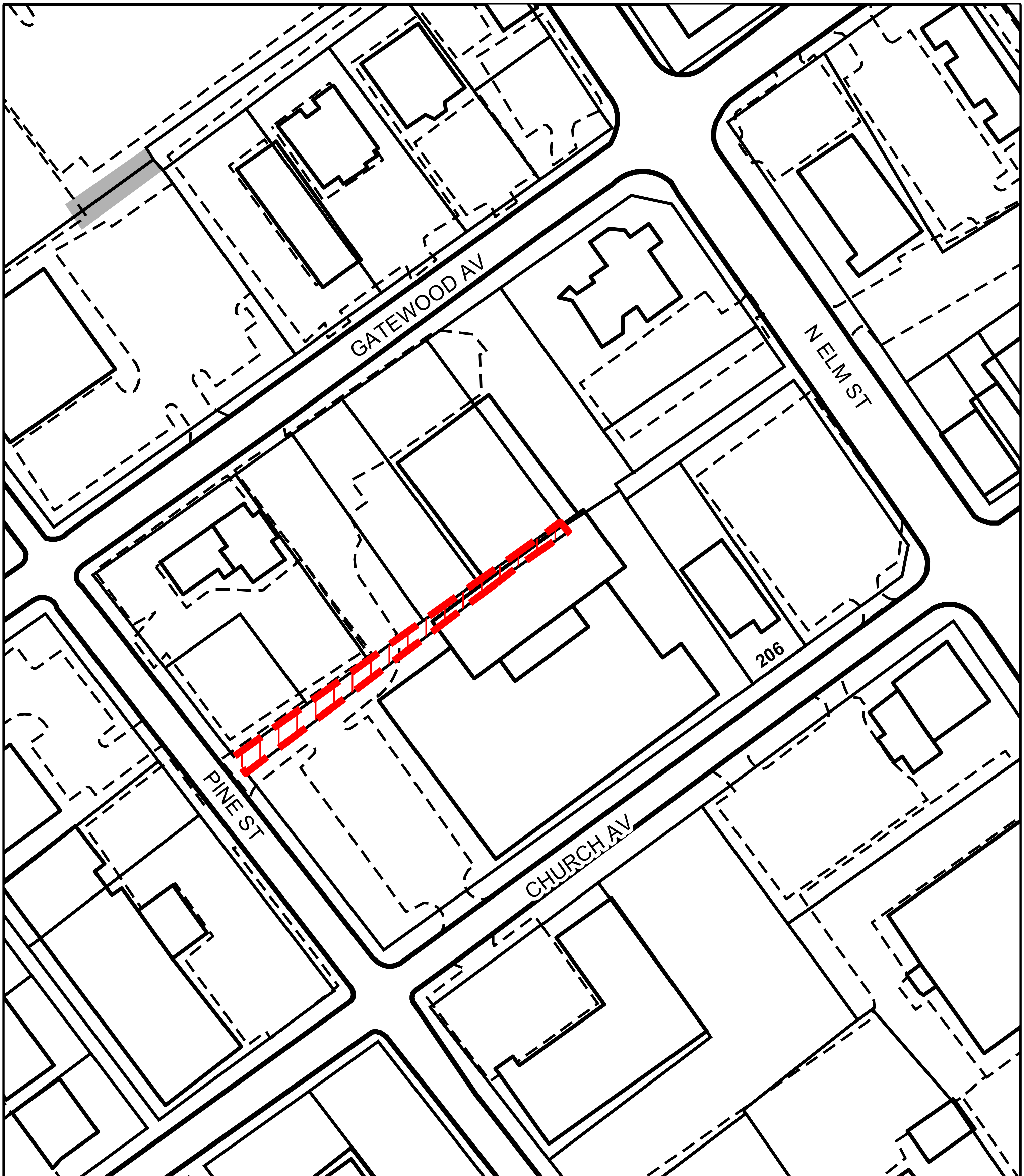
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means of ingress and egress to their property.

## Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment based on preliminary findings 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.

## Report Preparation

This report was prepared by Planning and Development Department staff member Mark Schroeder, AICP, Senior Planner and reviewed by Bob Robbins, AICP, Development Administrator, and Lee Burnette, AICP, Director.




**STREET ABANDONMENT REQUEST SA12-04**

Applicant: City of High Point
Area: 0.087 acre

Location of requested street abandonment

Previously abandoned right-of-ways

**Department of Planning and Development**

**City of High Point**

**Date: May 14, 2012**

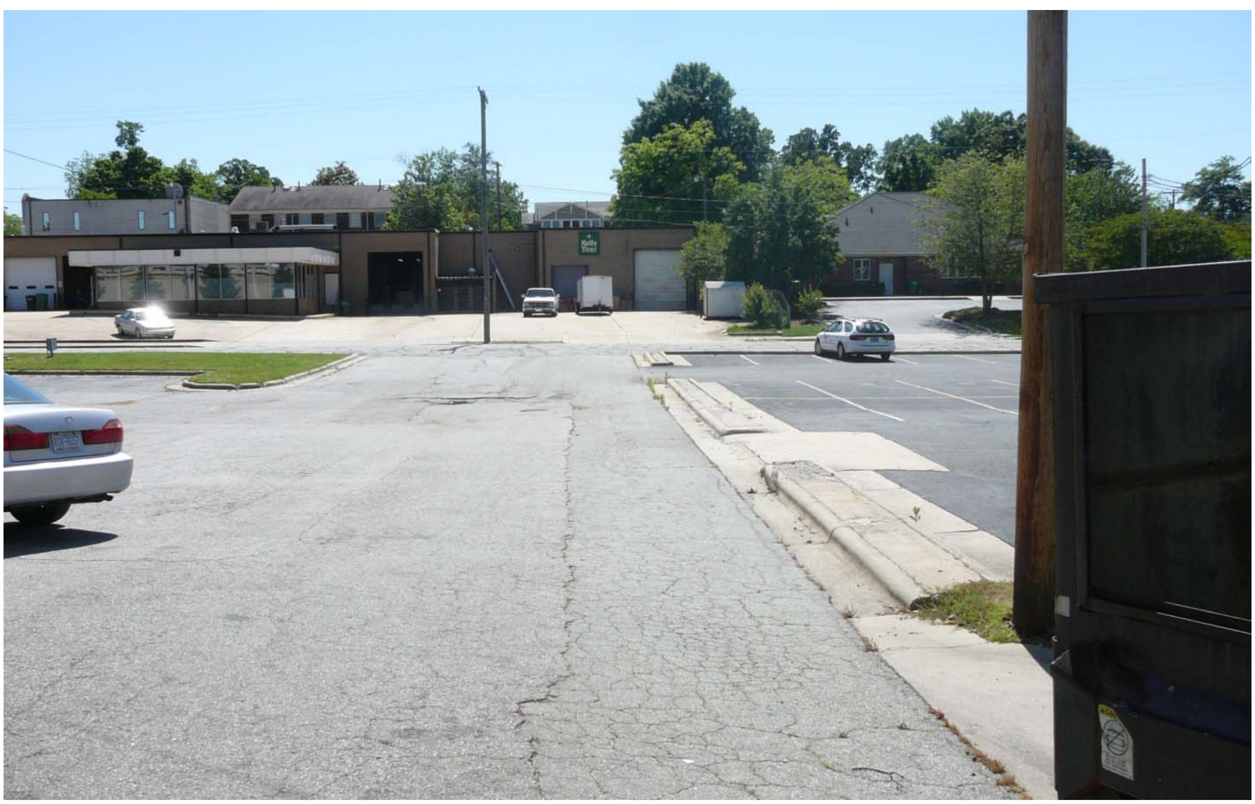
N

**Scale: 1"=100'**

y:/ba-pz/2012/pz/sa12-04.mxd

Attachments:  Photographs (May, 2012) and Aerial (February, 2010)

Looking east Pine Street



Looking west towards Pine Street

Attachments:  Photographs (May, 2012) and Aerial (February, 2010)

AN ORDINANCE REQUIRING THE INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described buildings in accordance with code of Ordinances; and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

| **PROPERTY LOCATION** | **OWNER(S)** |
|---|---|
| 812 E. Russell Avenue | Richard D & Cathy M Lamb<br>P.O. Box 298<br>Sophia, NC 27350 |

SECTION 3: That all ordinance or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective thirty (30) days from its date of adoption.

Adopted by City Council
This the 18th day of June, 2012

Lisa B. Vierling, City Clerk

City of High Point
Budget & Evaluation Office

NORTH CAROLINA'S INTERNATIONAL CITY™

June 14, 2012

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Glenda S. Barnes
Budget Analyst

SUBJECT: Agenda Item for City Council

Community Development has received CDBG and HOME program income totaling $40,811 in excess of what was budgeted for FY2011-2012. A budget amendment is needed to appropriate these funds. The funds will be utilized in ongoing CDBG and HOME projects.

Attached is a budget amendment to recognize the revenues received, and to appropriate these funds to be added to the Community Development budget.

Mike McNair will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Jeff Moore
Mike McNair
Cindy Smith

Attachments: Budget Amendments
Related Memo

P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.822-7065 Phone: 336.883.3018 TDD: 336.883.8517

COMMUNITY DEVELOPMENT & HOUSING

Michael E. McNair
DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

**MEMORANDUM**

DATE: **June 11, 2012**

TO: Lou Hedrick, Budget & Evaluation Officer

FROM: Michael E. McNair, Director

SUBJECT: Budget Amendment

As of June 6, CD&H has received program income in excess of budget. In order to program the funds, a budget amendment is needed to appropriate the income as follows:

- $12,406 CDBG PI
- $28,405 HOME PI

The funds will be utilized in ongoing CDBG and HOME projects. Let me know if you need additional information.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3676 Fax: 336.883.3355 TDD 336.883.8517

"AN ORDINANCE AMENDING THE 2011-2012 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR COMMUNITY DEVELOPMENT PROGRAM INCOME

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

Section 1. The City has received program income in excess of budget. In order for the Community Development and Housing to account for reimbursement of these funds, they need to be appropriated. The funds will be utilized in ongoing CDBG and HOME projects.

Section 2. That the 2011-2012 Budget Ordinance of the City of High Point is hereby amended as follows:

(A) That the following Community Development Fund revenues be amended as follows:

| | |
|---|---|
| Federal Grant Revenues (302530/412999) | $ 12,406 |
| Federal Grant Revenues (302531/412999) | $ 28,405 |

(B) That the following Community Development Fund expenditures be amended as follows:

| | |
|---|---|
| Expenditures- Community Development Fund (302530/527101) | $ 12,406 |
| Expenditures- Community Development Fund (302531/527101) | $ 28,405 |

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."

highpoint
MARKET AUTHORITY

164 South Main Street, Suite 700, High Point, NC 27260

P: 336.869.1000 | F: 336.869.6999 | www.highpointmarket.org

Memorandum

TO: High Point City Council

From: Tom Conley

RE: Proposed Budget FY 2012-13

Attached is a copy of our proposed budget for FY 2012-13. The budget has been approved by our Executive Committee. We are confident that our Board will approve the budget at its June 27 meeting.

We thank the City Council for its continued support of the High Point Market Authority.

# FY 2012-13 FINAL BUDGET SUMMARY

| Income | 2011-12 Budget | 2011-12 Forecast | 2012-13 Budget |
|---|---|---|---|
| Show Room License | $ 1,500,000.00 | $ 1,500,000.00 | $ 1,535,000.00 |
| Occupancy Tax (Guilford) | $ 275,000.00 | $ 275,000.00 | $ 275,000.00 |
| HPCVB | $ 150,000.00 | $ 150,000.00 | $ 150,000.00 |
| City of High Point | $ 1,000,000.00 | $ 1,000,000.00 | $ 1,000,000.00 |
| Guilford County | $ 75,000.00 | $ 75,000.00 | $ 75,000.00 |
| Other Communities | $ - | $ - | $ - |
| NCDOT | $ 1,000,000.00 | $ 928,000.00 | $ 928,000.00 |
| NCDOC | $ 685,507.00 | $ 685,507.00 | $ 685,507.00 |
| Additional | $ - | $ - | $ - |
| Sponsorships | $ 53,000.00 | $ 53,000.00 | $ 80,000.00 |
| Interest | $ 7,000.00 | $ 7,000.00 | $ 20,000.00 |
| Miscellaneous | $ - | $ - | $ - |
| **Total Revenue** | **$ 4,745,507.00** | **$ 4,673,507.00** | **$ 4,748,507.00** |

| Expense | 2011-12 Budget | 2011-12 Forecast | 2012-13 Budget |
|---|---|---|---|
| Executive Leadership & Admin | $ 492,363.00 | $ 492,778.00 | $ 514,300.00 |
| Transportation | $ 1,438,238.00 | $ 1,413,200.00 | $ 1,471,100.00 |
| Parking | $ 135,700.00 | $ 135,700.00 | $ 128,000.00 |
| Centralized Registration | $ 256,700.00 | $ 244,700.00 | $ 260,270.00 |
| Marketing | $ 1,703,436.00 | $ 1,682,936.00 | $ 1,727,900.00 |
| Guest Services | $ 549,070.00 | $ 499,070.00 | $ 546,995.00 |
| Contingency | $ 90,000.00 | $ - | $ 10,000.00 |
| Depreciation | $ 80,000.00 | $ 65,000.00 | $ 56,000.00 |
| UBI Tax | | | $ 3,500.00 |
| **Total Expense** | **$ 4,745,507.00** | **$ 4,533,384.00** | **$ 4,718,065.00** |

**CITY OF HIGH POINT, NORTH CAROLINA**
**Fiscal Year 2012-2013 Budget Ordinance**

BE IT ORDAINED BY THE CITY OF HIGH POINT, NORTH CAROLINA:

Section 1. The following amounts are hereby appropriated for the operation and maintenance of the City's various governmental departments and divisions for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013:

(1) That for said fiscal year there is hereby appropriated out of the GENERAL FUND for general governmental operations the sum of:

$ 105,554,850

(2) That for said fiscal year there is hereby appropriated out of the SPECIAL GRANTS FUND for purposes outlined within the various grant provisions, the sum of:

$ 3,146,329

(3) That for said fiscal year there is hereby appropriated out of the COMMUNITY DEVELOPMENT FUND for purposes outlined within the grant, the sum of:

$ 1,636,565

(4) That for said fiscal year there is hereby appropriated out of the ECONOMIC DEVELOPMENT FUND, the sum of:

$ 771,067

(5) That for said fiscal year there is hereby appropriated out of the GENERAL DEBT SERVICE FUND for the payment of debt service charges on general obligation debt, the sum of:

$ 10,516,999

(6) That for said fiscal year there is hereby appropriated out of the GENERAL CAPITAL PROJECTS FUND for the purpose of construction and/or acquisition of certain long-lived assets, the sum of:

| | | |
|---|---|---|
| Capital Projects | $ | 162,500 |
| Transfer to Other Funds | | 180,000 |
| | $ | 342,500 |

(7) That for said fiscal year there is hereby appropriated out of the CENTRAL SERVICES FUND the following:

| | | |
|---|---|---|
| Fleet Services | $ | 9,409,546 |
| Radio Repair Shop | | 1,123,429 |
| Facility Services | | 1,993,005 |
| Computer Replacement | | 848,029 |
| | $ | 13,374,009 |

(8) That for said fiscal year there is hereby appropriated out of the WATER and SEWER FUND the following:

| | | |
|---|---|---|
| Operations | $ | 24,505,188 |
| Debt Service | | 17,214,036 |
| Transfer to Capital Projects Fund | | 3,965,000 |
| TOTAL WATER and SEWER FUND | $ | 45,684,224 |

(9) That for said fiscal year there is hereby appropriated out of the WATER and SEWER CAPITAL PROJECTS FUND the following:

| | | |
|---|---|---|
| Water Sewer Capital Projects | $ | 3,965,000 |

(10) That for said fiscal year there is hereby appropriated out of the ELECTRIC FUND the following:

| | |
|---|---|
| Operations | $ 115,274,027 |
| Capital Projects | 7,968,806 |
| TOTAL ELECTRIC FUND | $ 123,242,833 |

(11) That for said fiscal year there is hereby appropriated out of the MASS TRANSIT FUND for the purpose of operating High Point's Transit System, the sum of:

$ 3,888,698

(12) That for said fiscal year there is hereby appropriated out of the PARKING FACILITIES FUND for the purpose of operating City parking facilities, the sum of:

$ 393,162

(13) That for said fiscal year there is hereby appropriated out of the LANDFILL FACILITIES FUND the following:

| | |
|---|---|
| Landfill Facility Operating | $ 5,511,892 |
| Recycling Facility Operating | 1,939,623 |
| Capital Projects | 1,760,000 |
| TOTAL LANDFILL FACILITIES FUND | $ 9,211,515 |

(14) That for said fiscal year there is hereby appropriated out of the STORM WATER FUND the following:

| | |
|---|---|
| Operations | $ 2,014,652 |
| Debt Service | 916,387 |
| Capital Projects | 410,000 |
| TOTAL STORM WATER FUND | $ 3,341,039 |

(15) That for said fiscal year there is hereby appropriated out of the MARKET AUTHORITY FUND, the sum of:

$ 2,835,000

Section 2. It is estimated that the following revenues will be available during fiscal year beginning July 1, 2012 and ending June 30, 2013:

| | |
|---|---|
| General Fund | |
| Ad Valorem Taxes | $ 56,266,089 |
| Sales & Use Taxes | 16,920,000 |
| Intergovernmental Revenues | 13,822,207 |
| Licenses & Permits | 1,784,800 |
| Charges for Services | 4,637,116 |
| Miscellaneous | 751,810 |
| Administrative Reimbursements | 6,502,720 |
| Fund Balance Appropriated | 4,870,108 |
| Total Revenues and Other Financing Sources | $ 105,554,850 |
| Grants Fund | |
| Intergovernmental Revenues | $ 3,146,329 |
| Community Development Fund | |
| Intergovernmental Revenues | $ 1,636,565 |

**CITY OF HIGH POINT, NORTH CAROLINA**
**Fiscal Year 2012-2013 Budget Ordinance**

| | | |
|---|---|---|
| Economic Development Fund | | |
| Transfer From General Fund | $ | 75,000 |
| Transfer From Electric Fund | | 400,000 |
| Fund Balance Appropriated | | 296,067 |
| Total Revenues and Other Financing Sources | $ | 771,067 |
| | | |
| General Debt Service Fund | | |
| Ad Valorem Taxes | $ | 3,052,741 |
| Interest on Investments | | 150,000 |
| Miscellaneous | | 555,884 |
| Transfer from Other Funds | | 6,295,703 |
| Fund Balance Appropriated | | 462,671 |
| Total Revenues and Other Financing Sources | $ | 10,516,999 |
| | | |
| General Capital Projects Fund | | |
| Intergovernmental Revenues | | - |
| Transfer from Other Funds | | 342,500 |
| Total Revenues and Other Financing Sources | $ | 342,500 |
| | | |
| Central Services Fund | | |
| Sales and Services | | 7,594,722 |
| Miscellaneous Revenues | | 5,779,287 |
| Total Revenues and Other Financing Sources | $ | 13,374,009 |
| | | |
| Water and Sewer Fund | | |
| Charges for Services | $ | 43,575,068 |
| Non-operating Revenues | | 282,500 |
| Retained Earnings Appropriated | | 1,826,656 |
| Total Revenues and Other Financing Sources | $ | 45,684,224 |
| | | |
| Water and Sewer Capital Projects Fund | | |
| Transfer from Water and Sewer Fund | $ | 3,965,000 |
| | | |
| Electric Fund | | |
| Charges for Services | $ | 119,056,732 |
| Non-operating Revenues | | 267,000 |
| Administrative Reimbursements | | 2,812,954 |
| Retained Earnings Appropriated | | 1,106,147 |
| Total Revenues and Other Financing Sources | $ | 123,242,833 |
| | | |
| Mass Transit Fund | | |
| Charges for Services | $ | 2,552,403 |
| Intergovernmental Revenues | | 858,942 |
| Transfer From Other Funds | | 477,353 |
| Total Revenues and Other Financing Sources | $ | 3,888,698 |
| | | |
| Parking Facilities Fund | | |
| Charges for Services | $ | 280,000 |
| Miscellaneous | | 1,000 |
| Transfer From Other Funds | | 112,162 |
| Total Revenues and Other Financing Sources | $ | 393,162 |

**CITY OF HIGH POINT, NORTH CAROLINA**
**Fiscal Year 2012-2013 Budget Ordinance**

| | | |
|---|---|---|
| Landfill Facilities Fund | | |
| Landfill Tipping Fee Taxes | $ | 70,000 |
| Charges for Services | | 7,150,000 |
| Miscellaneous | | 60,000 |
| Retained Earnings Appropriated | | 1,931,515 |
| Total Revenues and Other Financing Sources | $ | 9,211,515 |
| | | |
| Storm Water Fund | | |
| Charges for Services | $ | 2,404,397 |
| Miscellaneous | | 40,000 |
| Transfer from General Debt Service | | 896,642 |
| Total Revenues and Other Financing Sources | $ | 3,341,039 |
| | | |
| Market Authority Fund | | |
| Room Occupancy Taxes | $ | 285,000 |
| Licenses & Permits | | 1,550,000 |
| Transfer from General Fund | | 240,000 |
| Transfer from Water-Sewer Fund | | 50,000 |
| Transfer from Electric Fund | | 710,000 |
| Total Revenues and Other Financing Sources | $ | 2,835,000 |

Section 3. There is hereby levied the following rates of tax on each one hundred dollars ($100) valuation of taxable property, as listed for taxes as of January 1, 2011, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

**Rate per $100 Valuation**
**General Fund $.675**

Such rates of tax are based on an estimated total valuation of property for purpose of taxation of **$8,880,160,000** and an estimated rate of collections of **98.0%** during the current year.

Section 4. That the reserve for encumbrances at June 30, 2012, representing the unearned portion of contracts as of that date, shall be re-appropriated and distributed as it applied in order to properly account for the payment against which the fiscal year in which it is paid.

Section 5. That the unencumbered balances as of June 30, 2012 of those capital projects and operating encumbrances which were not completed in Fiscal Year 2011-2012 be reappropriated into the Fiscal Year 2012-2013 budget in order to allow completion.

Section 6. That the unencumbered balances in Grant funds which remain as of June 30, 2012 be re-appropriated into the Fiscal Year 2012-2013 budget for the completion of their original purposes.

Section 7. That the landfill closure funds previously expended and established as a liability in the Landfill Development and Maintenance Capital Reserve Fund and which remain as of June 30, 2012 be appropriated in the Fiscal Year 2012-2013 budget for their intended purposes.

Section 8. The number of persons to be employed and the salaries and wages to be paid shall be those which are included in the detailed operation budgets; unless provision is made by the City Manager or City Council for employing additional persons.

Section 9. The City Manager is hereby authorized to approve transfers of appropriations within any fund, provided transfers between funds, and authorization for making expenditures from excess revenue shall be made by the City Council.

Section 10. There is hereby levied a tax of five dollars ($5.00) per year upon any vehicle resident within the City,

Section 11. Copies of this ordinance shall be furnished to the City Clerk and the Director of Financial Services to

Section 12. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this 18th day of June, 2012.

Attest: Lisa B. Vierling, MMC
City Clerk

**RESOLUTION OF THE CITY COUNCIL OF CITY OF HIGH POINT, NORTH CAROLINA TO AMEND THE ELECTRIC UTILITY RATE SCHEDULE**

---

**BE IT RESOLVED,** by the City Council of the City of High Point, NC that the schedule of rates and charges for the electric utility for availability demand and consumption be amended to be increased by 4.9% effective for bills dated on or after July 1, 2012, and to continue until such time as City Council shall determine otherwise.

Adopted by the High Point City Council this 18th day of June, 2012.

City of High Point North Carolina

Lisa B. Vierling

Lisa B. Vierling, MMC
City Clerk

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

The City Council for the City of High Point approved the FY 2012-2013 City budget June 18, 2012. The following changes to the proposed budget have been adopted:

## CHANGES TO 2012-13 PROPOSED BUDGET INCORPORATED INTO ADOPTED BUDGET

| | Expense | Revenue |
|---|---|---|
| ***Manager's 2012-2013 Proposed Budget*** | ***$ 326,991,615*** | ***$ 326,991,615*** |
| ***General Fund - Proposed Budget*** | ***$ 106,094,397*** | ***$ 106,094,397*** |
| Change from Rev Neutral $.6854 to $.675 | | (921,108) |
| Reduction in Powell Bill Funding | | (28,000) |
| Reduction to General Fund Fund Balance after salaries and telephone changes | | (40,439) |
| Human Resources - changes to General Fund Salaries & Benefits | (237,547) | |
| Defer Phase II - Theatre Improvements | (197,000) | |
| Move funding for Friends of John Coltrane to HPCVB | (32,000) | |
| Reduce Consulting & Prof for expense included to re-draw district lines | (25,000) | |
| Centrex Telephone reduction | (19,000) | |
| Move funding for PTFC to HPCVB | (15,000) | |
| Piedmont Triad Partners - from $25,000 to $10,000 | (15,000) | |
| Added $1000 to Miscellaneous Services for Ward St Methodist Garden Program | 1,000 | |
| Computer replacement-transfer funds to General Fund | | 150,000 |
| Transfer from Water-Sewer for Land Develop | | 300,000 |
| **Sub-total** | **(539,547)** | **(539,547)** |
| ***Revised General Fund*** | ***105,554,850*** | ***105,554,850*** |
| ***Water-Sewer Fund Proposed Budget*** | ***$ 45,384,224*** | ***$ 45,384,224*** |
| Transfer to General Fund for Land Development | 300,000 | |
| Appropriate Fund Balance | | 300,000 |
| ***Revised Water-Sewer Fund*** | ***45,684,224*** | ***45,684,224*** |
| ***Electric Fund Proposed Budget*** | ***$ 122,091,111*** | ***$ 122,091,111*** |
| HPU Portion - N. College St. | 974,166 | 974,166 |
| Appropriate Fund Balance - CHP Portion - N. College St. | 177,556 | 177,556 |
| ***Revised Electric Fund*** | ***123,242,833*** | ***123,242,833*** |
| ***2012-2013 Revised Budget*** | **$ 327,903,790** | **$ 327,903,790** |

Publish four (4) consecutive weeks: **June 22 & 29, July 6, & 13, 2012**

# RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT
**(Case # SA12-06)**

WHEREAS, the City Council is requested to abandon the portion of Meadowbrook Boulevard located from north of the rear property line of property identified as 1313 Boundary Avenue, north to the intersection of Harrison Street, as well as the portion of Harrison Street from the intersection with Meadowbrook Boulevard south to the terminus of the street;

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above-described and sets Monday, July 16, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment of said street.

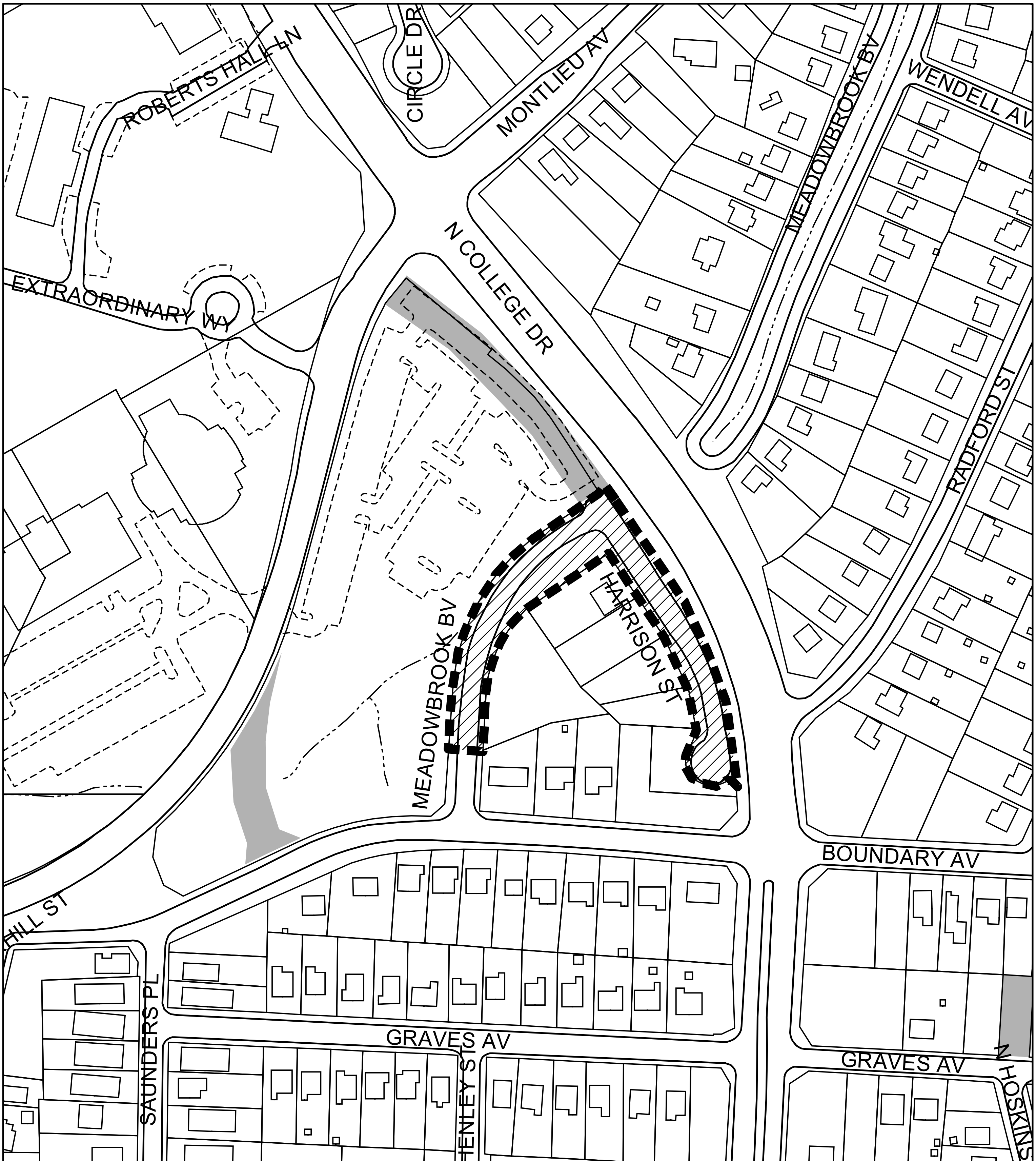
Persons wishing to be heard either for or against the said street abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 18th day of June, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: High Point University




**STREET ABANDONMENT REQUEST SA12-06**

**Applicant: High Point University**

**Area: 1.25 acres**

**Location of requested street abandonment**

**Previously abandoned right-of-ways**

**Planning & Development Department**

**City of High Point**

**Date: June 8, 2012**

N

**Scale: 1'=300'**

y:/ba-pz/2012/pz/sa12-06.mxd

City of High Point

Strib Boynton
City Manager

North Carolina's International City™

July 26, 2012

Mr. Tim Mabe
High Point Convention and Visitors Bureau
300 South Main Street
High Point, NC 27260

Dear Tim:

We have signed the Agreement for the Convention and Visitors Bureau approved by the City Council terminating on June 30, 2013. The Agreement is for one-year terminating on the June 30, 2013 date contained in the document provided to us and signed by you.

We appreciate and thank you for your support in approving the City Council's request to fund the John Coltrane Festival at $50,000; the Piedmont Film Commission at $15,000; and the Rosetta Baldwin Museum at $10,000 (as a match for $10,000 from the City).

I encourage you to please process the checks to the John Coltrane Festival and the Piedmont Film Commission as soon as you can. We will ask the Rosetta Baldwin Museum for additional information and explanation on how they intend to use the grants from the HPCVB and the City. We will share the additional information as soon as we receive it from the Museum.

The signed Agreement is available and can be mailed to you, or picked up at your convenience. We look forward to working with you.

Sincerely,

Strib

Strib Boynton
City Manager

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3052 Phone: 336.883.8556 TDD: 336.883.8517

July 19, 2012

Mr. Strib Boynton
City Manager
City of High Point
P.O. Box 230
High Point, NC 27261

Dear Strib:

We would like to inform The City of High Point and City Council that at the Wednesday, July 18th Board Meeting, the HPCVB Board approved the City's request to fund the Friends of John Coltrane ($50,000), Piedmont Triad Film Commission ($15,000), and the Rosetta Baldwin Museum ($10,000) for a total of $75,000. These funds will come out of HPCVB's Arts & Tourism Grants line item totaling $199,032. HPCVB will use the remaining $124,032 to fund other Arts & Tourism Grants projects after the HPCVB process the applications, conducts the interviews, and decides on the awarded amounts by September 19th.

We will now notify Friends of John Coltrane and Piedmont Triad Film Commission of their grant awards and get their checks processed this week. Per the request of the City of High Point, we will not distribute the funds to the Rosetta Baldwin Museum until instructed by you or an assistant city manager. Please let our office know when it is an appropriate time to process their check.

We look forward to receiving our signed two-year agreement. Please let us know if we can be of further assistance to get it processed.

Best Regards,

Tim Mabe,
CEO, High Point CVB (HPCVB)

TCM:mb

# AGREEMENT FOR THE CONVENTION & VISITORS BUREAU

# BETWEEN THE

# CITY OF HIGH POINT

# AND THE

# HIGH POINT CONVENTION & VISITORS BUREAU, INC.

# FY 2012 - 2014

CONTENTS:

**NORTH CAROLINA**
**GUILFORD COUNTY**

**AGREEMENT FOR PROVISION OF CONVENTION AND VISITORS BUREAU**

**THIS AGREEMENT,** made and entered into before the first day of July 1, 2012 by and between the City of High Point (hereinafter referred to as the City) and the High Point Convention and Visitors Bureau, Inc. (hereinafter referred to as the Grantee), pursuant to and subject to the restrictions and conditions set forth herein:

**WITNESSETH:**

In consideration of receipt of a grant or appropriation of funds from the City Council of the City of High Point equal to the total amount of the net proceeds received by the City of High Point from the Guilford County 3% Room Occupancy and Tourism Development Tax, the Grantee named hereinabove does hereby agree to provide Convention and Visitors Bureau Services for the City of High Point in accordance with the terms of this Agreement as set forth herein.

In consideration of the above, the parties do hereby agree as follows:

(1) The Grantee agrees to expend the funds, which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the Overview of Program of Work as attached to this Agreement and incorporated herein by reference. The Grantee further agrees to expend the funds in accordance with an Annual Budget for said funds attached hereto and which is incorporated herein by reference. Funds made available to the Grantee pursuant to this Agreement shall be expended only in accordance with applicable federal, state, and local laws. The Grantee may amend the budget from time to time in order to conform with the actual amount of funds received under this agreement.

(2) The Grantee agrees that it will supply such records, reports, information and verification relating to the expenditures of the funds or the operations of the Grantee as may be requested by the City. This shall include quarterly reports on the receipts and

expenditures, as well as an annual audit of the receipts and expenditures relating to the grant funds. The Grantee shall maintain a written accounting and documentation of all

of its receipts and disbursements relating to the grant funds, which are the subject of this Agreement. The Grantee agrees to subject itself to the provisions of Article 33c of Chapter 143 of the North Carolina Statutes entitled "Meetings of Governmental Bodies", to the same extent as the City.

(3) Funds will be distributed to the Grantee on a monthly basis in accordance with the attached budget. Further, should expenditures overspend the revenues under this Agreement; the City shall have no obligation to reimburse the Grantee for such expenditures.

(4) This Agreement will automatically terminate on June 30, 2013 at which time a new Agreement will be considered.

(5) Upon termination of this Agreement by either party all non-expendable property purchased under this Agreement shall revert to the City of High Point or its assigns.

(6) A High Point Convention and Visitors Bureau Board of Directors shall be appointed, which shall have the authority to oversee the Convention and Visitors Bureau's implementation of the program of work, and the expenditures of the grant funds, which are the subject of this Agreement. The Convention and Visitors Bureau Board shall be composed of a minimum of the following twelve (12) members:

(a) One member of the Guilford County Board of Commissioners appointed by the Board of County Commissioners.

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be duly executed in its behalf; and the Grantee has caused the same to be duly executed in its behalf as of the date first above written.

**CITY OF HIGH POINT, NORTH CAROLINA**

**ATTEST:**

Lisa B. Vierling, City Clerk

Stribling Boynton, City Manager

Approved as to legal form:

JoAnne Carlyle, City Attorney

**HIGH POINT CONVENTION & VISITORS BUREAU, INC.**

**ATTEST:**

Kevin A. Archer, Board Chairman

Timothy C. Mabe, President & CEO

**CITY OF HIGH POINT, NORTH CAROLINA**
**Fiscal Year 2012-2013 Budget Ordinance**

BE IT ORDAINED BY THE CITY OF HIGH POINT, NORTH CAROLINA:

Section 1. The following amounts are hereby appropriated for the operation and maintenance of the City's various governmental departments and divisions for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013:

(1) That for said fiscal year there is hereby appropriated out of the GENERAL FUND for general governmental operations the sum of:

$ 105,554,850

(2) That for said fiscal year there is hereby appropriated out of the SPECIAL GRANTS FUND for purposes outlined within the various grant provisions, the sum of:

$ 3,146,329

(3) That for said fiscal year there is hereby appropriated out of the COMMUNITY DEVELOPMENT FUND for purposes outlined within the grant, the sum of:

$ 1,636,565

(4) That for said fiscal year there is hereby appropriated out of the ECONOMIC DEVELOPMENT FUND, the sum of:

$ 771,067

(5) That for said fiscal year there is hereby appropriated out of the GENERAL DEBT SERVICE FUND for the payment of debt service charges on general obligation debt, the sum of:

$ 10,516,999

(6) That for said fiscal year there is hereby appropriated out of the GENERAL CAPITAL PROJECTS FUND for the purpose of construction and/or acquisition of certain long-lived assets, the sum of:

| | | |
|---|---|---|
| Capital Projects | $ | 162,500 |
| Transfer to Other Funds | | 180,000 |
| | $ | 342,500 |

(7) That for said fiscal year there is hereby appropriated out of the CENTRAL SERVICES FUND the following:

| | | |
|---|---|---|
| Fleet Services | $ | 9,409,546 |
| Radio Repair Shop | | 1,123,429 |
| Facility Services | | 1,993,005 |
| Computer Replacement | | 848,029 |
| | $ | 13,374,009 |

(8) That for said fiscal year there is hereby appropriated out of the WATER and SEWER FUND the following:

| | | |
|---|---|---|
| Operations | $ | 24,505,188 |
| Debt Service | | 17,214,036 |
| Transfer to Capital Projects Fund | | 3,965,000 |
| TOTAL WATER and SEWER FUND | $ | 45,684,224 |

(9) That for said fiscal year there is hereby appropriated out of the WATER and SEWER CAPITAL PROJECTS FUND the following:

| | | |
|---|---|---|
| Water Sewer Capital Projects | $ | 3,965,000 |

(10) That for said fiscal year there is hereby appropriated out of the ELECTRIC FUND the following:

| | |
|---|---|
| Operations | $ 115,274,027 |
| Capital Projects | 7,968,806 |
| TOTAL ELECTRIC FUND | $ 123,242,833 |

(11) That for said fiscal year there is hereby appropriated out of the MASS TRANSIT FUND for the purpose of operating High Point's Transit System, the sum of:

$ 3,888,698

(12) That for said fiscal year there is hereby appropriated out of the PARKING FACILITIES FUND for the purpose of operating City parking facilities, the sum of:

$ 393,162

(13) That for said fiscal year there is hereby appropriated out of the LANDFILL FACILITIES FUND the following:

| | |
|---|---|
| Landfill Facility Operating | $ 5,511,892 |
| Recycling Facility Operating | 1,939,623 |
| Capital Projects | 1,760,000 |
| TOTAL LANDFILL FACILITIES FUND | $ 9,211,515 |

(14) That for said fiscal year there is hereby appropriated out of the STORM WATER FUND the following:

| | |
|---|---|
| Operations | $ 2,014,652 |
| Debt Service | 916,387 |
| Capital Projects | 410,000 |
| TOTAL STORM WATER FUND | $ 3,341,039 |

(15) That for said fiscal year there is hereby appropriated out of the MARKET AUTHORITY FUND, the sum of:

$ 2,835,000

Section 2. It is estimated that the following revenues will be available during fiscal year beginning July 1, 2012 and ending June 30, 2013:

| | |
|---|---|
| General Fund | |
| Ad Valorem Taxes | $ 56,266,089 |
| Sales & Use Taxes | 16,920,000 |
| Intergovernmental Revenues | 13,822,207 |
| Licenses & Permits | 1,784,800 |
| Charges for Services | 4,637,116 |
| Miscellaneous | 751,810 |
| Administrative Reimbursements | 6,502,720 |
| Fund Balance Appropriated | 4,870,108 |
| Total Revenues and Other Financing Sources | $ 105,554,850 |
| Grants Fund | |
| Intergovernmental Revenues | $ 3,146,329 |
| Community Development Fund | |
| Intergovernmental Revenues | $ 1,636,565 |

**CITY OF HIGH POINT, NORTH CAROLINA**
**Fiscal Year 2012-2013 Budget Ordinance**

| | | |
|---|---|---|
| Economic Development Fund | | |
| Transfer From General Fund | $ | 75,000 |
| Transfer From Electric Fund | | 400,000 |
| Fund Balance Appropriated | | 296,067 |
| Total Revenues and Other Financing Sources | $ | 771,067 |
| | | |
| General Debt Service Fund | | |
| Ad Valorem Taxes | $ | 3,052,741 |
| Interest on Investments | | 150,000 |
| Miscellaneous | | 555,884 |
| Transfer from Other Funds | | 6,295,703 |
| Fund Balance Appropriated | | 462,671 |
| Total Revenues and Other Financing Sources | $ | 10,516,999 |
| | | |
| General Capital Projects Fund | | |
| Intergovernmental Revenues | | - |
| Transfer from Other Funds | | 342,500 |
| Total Revenues and Other Financing Sources | $ | 342,500 |
| | | |
| Central Services Fund | | |
| Sales and Services | | 7,594,722 |
| Miscellaneous Revenues | | 5,779,287 |
| Total Revenues and Other Financing Sources | $ | 13,374,009 |
| | | |
| Water and Sewer Fund | | |
| Charges for Services | $ | 43,575,068 |
| Non-operating Revenues | | 282,500 |
| Retained Earnings Appropriated | | 1,826,656 |
| Total Revenues and Other Financing Sources | $ | 45,684,224 |
| | | |
| Water and Sewer Capital Projects Fund | | |
| Transfer from Water and Sewer Fund | $ | 3,965,000 |
| | | |
| Electric Fund | | |
| Charges for Services | $ | 119,056,732 |
| Non-operating Revenues | | 267,000 |
| Administrative Reimbursements | | 2,812,954 |
| Retained Earnings Appropriated | | 1,106,147 |
| Total Revenues and Other Financing Sources | $ | 123,242,833 |
| | | |
| Mass Transit Fund | | |
| Charges for Services | $ | 2,552,403 |
| Intergovernmental Revenues | | 858,942 |
| Transfer From Other Funds | | 477,353 |
| Total Revenues and Other Financing Sources | $ | 3,888,698 |
| | | |
| Parking Facilities Fund | | |
| Charges for Services | $ | 280,000 |
| Miscellaneous | | 1,000 |
| Transfer From Other Funds | | 112,162 |
| Total Revenues and Other Financing Sources | $ | 393,162 |

| | | |
|---|---|---|
| Landfill Facilities Fund | | |
| Landfill Tipping Fee Taxes | $ | 70,000 |
| Charges for Services | | 7,150,000 |
| Miscellaneous | | 60,000 |
| Retained Earnings Appropriated | | 1,931,515 |
| Total Revenues and Other Financing Sources | $ | 9,211,515 |
| | | |
| Storm Water Fund | | |
| Charges for Services | $ | 2,404,397 |
| Miscellaneous | | 40,000 |
| Transfer from General Debt Service | | 896,642 |
| Total Revenues and Other Financing Sources | $ | 3,341,039 |
| | | |
| Market Authority Fund | | |
| Room Occupancy Taxes | $ | 285,000 |
| Licenses & Permits | | 1,550,000 |
| Transfer from General Fund | | 240,000 |
| Transfer from Water-Sewer Fund | | 50,000 |
| Transfer from Electric Fund | | 710,000 |
| Total Revenues and Other Financing Sources | $ | 2,835,000 |

Section 3. There is hereby levied the following rates of tax on each one hundred dollars ($100) valuation of taxable property, as listed for taxes as of January 1, 2011, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

**Rate per $100 Valuation**
**General Fund $.675**

Such rates of tax are based on an estimated total valuation of property for purpose of taxation of **$8,880,160,000** and an estimated rate of collections of **98.0%** during the current year.

Section 4. That the reserve for encumbrances at June 30, 2012, representing the unearned portion of contracts as of that date, shall be re-appropriated and distributed as it applied in order to properly account for the payment against which the fiscal year in which it is paid.

Section 5. That the unencumbered balances as of June 30, 2012 of those capital projects and operating encumbrances which were not completed in Fiscal Year 2011-2012 be reappropriated into the Fiscal Year 2012-2013 budget in order to allow completion.

Section 6. That the unencumbered balances in Grant funds which remain as of June 30, 2012 be re-appropriated into the Fiscal Year 2012-2013 budget for the completion of their original purposes.

Section 7. That the landfill closure funds previously expended and established as a liability in the Landfill Development and Maintenance Capital Reserve Fund and which remain as of June 30, 2012 be appropriated in the Fiscal Year 2012-2013 budget for their intended purposes.

Section 8. The number of persons to be employed and the salaries and wages to be paid shall be those which are included in the detailed operation budgets; unless provision is made by the City Manager or City Council for employing additional persons.

Section 9. The City Manager is hereby authorized to approve transfers of appropriations within any fund, provided transfers between funds, and authorization for making expenditures from excess revenue shall be made by the City Council.

Section 10. There is hereby levied a tax of five dollars ($5.00) per year upon any vehicle resident within the City, pursuant to G.S. 20-97 (c).

Section 11. Copies of this ordinance shall be furnished to the City Clerk and the Director of Financial Services to be kept on file by him for his direction in the collection and disbursement of City funds.

Section 12. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this 18th day of June, 2012.

Attest: Lisa B. Vierling, MMC
City Clerk

**RESOLUTION OF THE CITY COUNCIL OF CITY OF HIGH POINT, NORTH CAROLINA TO AMEND THE ELECTRIC UTILITY RATE SCHEDULE**

**BE IT RESOLVED,** by the City Council of the City of High Point, NC that the schedule of rates and charges for the electric utility for availability demand and consumption be amended to be increased by 4.9% effective for bills dated on or after July 1, 2012, and to continue until such time as City Council shall determine otherwise.

Adopted by the High Point City Council this 18th day of June, 2012.

City of High Point North Carolina

Lisa B. Vierling

Lisa B. Vierling, MMC
City Clerk

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

The City Council for the City of High Point approved the FY 2012-2013 City budget June 18, 2012. The following changes to the proposed budget have been adopted:

## CHANGES TO 2012-13 PROPOSED BUDGET INCORPORATED INTO ADOPTED BUDGET

| | Expense | Revenue |
|---|---|---|
| ***Manager's 2012-2013 Proposed Budget*** | ***$ 326,991,615*** | ***$ 326,991,615*** |
| ***General Fund - Proposed Budget*** | ***$ 106,094,397*** | ***$ 106,094,397*** |
| Change from Rev Neutral $.6854 to $.675 | | (921,108) |
| Reduction in Powell Bill Funding | | (28,000) |
| Reduction to General Fund Fund Balance after salaries and telephone changes | | (40,439) |
| Human Resources - changes to General Fund Salaries & Benefits | (237,547) | |
| Defer Phase II - Theatre Improvements | (197,000) | |
| Move funding for Friends of John Coltrane to HPCVB | (32,000) | |
| Reduce Consulting & Prof for expense included to re-draw district lines | (25,000) | |
| Centrex Telephone reduction | (19,000) | |
| Move funding for PTFC to HPCVB | (15,000) | |
| Piedmont Triad Partners - from $25,000 to $10,000 | (15,000) | |
| Added $1000 to Miscellaneous Services for Ward St Methodist Garden Program | 1,000 | |
| Computer replacement-transfer funds to General Fund | | 150,000 |
| Transfer from Water-Sewer for Land Develop | | 300,000 |
| **Sub-total** | **(539,547)** | **(539,547)** |
| ***Revised General Fund*** | ***105,554,850*** | ***105,554,850*** |
| ***Water-Sewer Fund Proposed Budget*** | ***$ 45,384,224*** | ***$ 45,384,224*** |
| Transfer to General Fund for Land Development | 300,000 | |
| Appropriate Fund Balance | | 300,000 |
| ***Revised Water-Sewer Fund*** | ***45,684,224*** | ***45,684,224*** |
| ***Electric Fund Proposed Budget*** | ***$ 122,091,111*** | ***$ 122,091,111*** |
| HPU Portion - N. College St. | 974,166 | 974,166 |
| Appropriate Fund Balance - CHP Portion - N. College St. | 177,556 | 177,556 |
| ***Revised Electric Fund*** | ***123,242,833*** | ***123,242,833*** |
| ***2012-2013 Revised Budget*** | **$ 327,903,790** | **$ 327,903,790** |

**DEPARTMENT OF PLANNING AND DEVELOPMENT**
**INSPECTION SERVICES DIVISION**
**HOUSING ENFORCEMENT**

**ORDINANCE REQUEST:** Ordinance to Demolish

**PROPERTY ADDRESS:** 508 Hines Street

**OWNER:** Ragsdale Brothers, LLC

**FIRST INSPECTION:**
11-15-2012

Number of Violations: Unsafe 7 Minor 16
1) electrical panel boards on both the interior and exterior have been removed.
2) furnace and all duct work has been removed
3) tub, all sinks and plumbing pipes have been removed
4) missing water heater
5) holes in interior walls throughout the dwelling
6) structural deterioration of the front porch floor system including railings and roof covering
7) accessory storage building located on the property is included in the ordinance request

**HEARING RESULTS:**
3-7-2012

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. The inspection was in response to the Burns Hill Neighborhood targeted inspection request. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since July 2007. 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 $8,600. The repair estimate is $30,320.

**ORDER(S) ISSUED:**
4-7-2012

Order to Repair or Demolish with a compliance date of 5-7-2012

**APPEALS:** No appeals to date.

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

**EXTENSIONS:** None requested

**CURRENT STATUS:**
6-8-2012

Conditions still exist. Dwelling is vacant and secure.
The dwelling was not secure at the time of the initial inspection and was property secured by the city.


**508 Hines Street**

**Ordinance to Demolish**

**Location of subject property**

**Department of Planning and Development**

**City of High Point**

**Date: June 12, 2012**

N

**Scale: 1'=200'**

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

508 Hines Street

508 Hines Street

508 Hines Street

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

# MEMORANDUM

June 11, 2012

**MEMO TO:** Strib Boynton, City Manager

**FROM:** Jeffrey A. Moore, Financial Services Director JAM

**SUBJECT:** Council Agenda Item – Budget Amendment Required for ERRP Funds

As John McCrary shared with City Council at our meeting of December 19, 2011, the City of High Point approved the CIGNA health and dental insurance contract with no increase to employees and retirees premiums for the Plan Year April 1, 2012 – March 31, 2013. As part of that approval, the Plan anticipated the use of refunds from the US Department of Health and Human Services through our enrollment in the Early Retiree Reinsurance Program. As we complete our current fiscal year, it is now time to appropriate those funds in order to not have an unplanned use of fund balances.

The attached Budget Amendment will appropriate $286,085 to offset the additional costs in premium expense paid by the City in the Fiscal Year 2011-2012.

John McCrary and I will be available to answer any questions you or City Council may have.

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

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

"AN ORDINANCE AMENDING THE 2011-2012 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE EARLY RETIREE REINSURANCE PROGRAM (ERRP) FUNDS

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

Section 1. The City received ERRP funds from the US Department of Health and Human Services during the Fiscal Year 2010-2011 and again during FY2011-2012. The City anticipated use of the funds to offset retiree healthcare premiums during the current fiscal year as approved by City Council December 19, 2011. The use of these funds needs to be appropriated.

Section 2. The Health Insurance Reserve Fund is hereby amended as follows:

(A) That the following expenditures be amended:

| | |
|---|---|
| Healthcare Premiums | $ 286,085 |

(B) That the following revenues be amended:

| | |
|---|---|
| Intergovernmental revenues-federal | $ 226,085 |
| Appropriated fund balance | 60,000 |
| Total revenues | $ 286,085 |

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 June ___, 2012

# CITY OF HIGH POINT
# PLANNING AND DEVELOPMENT DEPARTMENT

## STAFF REPORT
## ANNEXATION CASE 12-03
## May 21, 2012

| Request | |
|---|---|
| **Applicant:**<br>Presbyterian Home, Inc. | **Owner:**<br>Presbyterian Home, Inc |
| **Proposal:**<br>Voluntary contiguous annexation | **Effective Date:**<br>Upon adoption |
| | **Associated Zoning Case:**<br>Zoning Case 12-04 |

| Site Information | |
|---|---|
| **Location:** | Lying along the north side of Sandy Ridge Road, approximately 740 feet east of Squire Davis Road. |
| **Tax Parcel Number:** | 0169235 Guilford County |
| **Site Acreage:** | Approximately 3.46 acres |
| **Current Land Use:** | Undeveloped |
| **Current Fire District:** | The High Point Fire Department has contracted with the Colfax Fire District to provide services to the unincorporated rural area lying south of I-40. |
| **Proposed Development:** | No new development is proposed. |
| **Proposed Unit Type, Number and Average Value:** | Not applicable |
| **Proposed Build-out Schedule:** | Not applicable |
| **Physical Characteristics:** | The site is heavily wooded and has a moderately sloping terrain. An intermittent stream bisects the site in an east to west direction and the West Fork of the Deep River, a perennial stream, is running in a north to south direction west of the site. The entire site is impacted by the floodway and the 100-year & 500-year flood plains of the Deep River. |
| **Water and Sewer Proximity:** | A 15-inch sewer line is running in a north to south direction through the middle of the site. The nearest water lines are within the public streets of the subdivision (Legacy at Sandy Ridge) lying east of the site. |
| **General Drainage and Watershed:** | The site drains in a westerly direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more. |

| | |
|---|---|
| **Overlay District(s):** | Oak Hollow Lake General Watershed Area (GWA).<br>Airport Overlay District - Zone 3 |

| **Adjacent Property Zoning and Current Land Use** | | | |
|---|---|---|---|
| **North:** | CU-PDR | Conditional Use Planned Unit Development Residential District | River Landing Retirement Community *(golf course & common area)* |
| **South:** | AG | Agricultural District *(Guilford Co)* | Undeveloped |
| **East:** | CU RS-9<br>AG | Conditional Use Residential Single Family-9 District<br>Agricultural District *(Guilford Co)* | Single family dwellings |
| **West:** | PI | Public & Institutional District | Undeveloped |

| **Transportation Information** | | | |
|---|---|---|---|
| **Adjacent Streets:** | **Name** | **Classification** | **Approx. Frontage** |
| | Sandy Ridge Road | Major Thoroughfare | 40 ft. |
| **Vehicular Access:** | If developed, access may be permitted from Sandy Ridge Road | | |

## City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment.

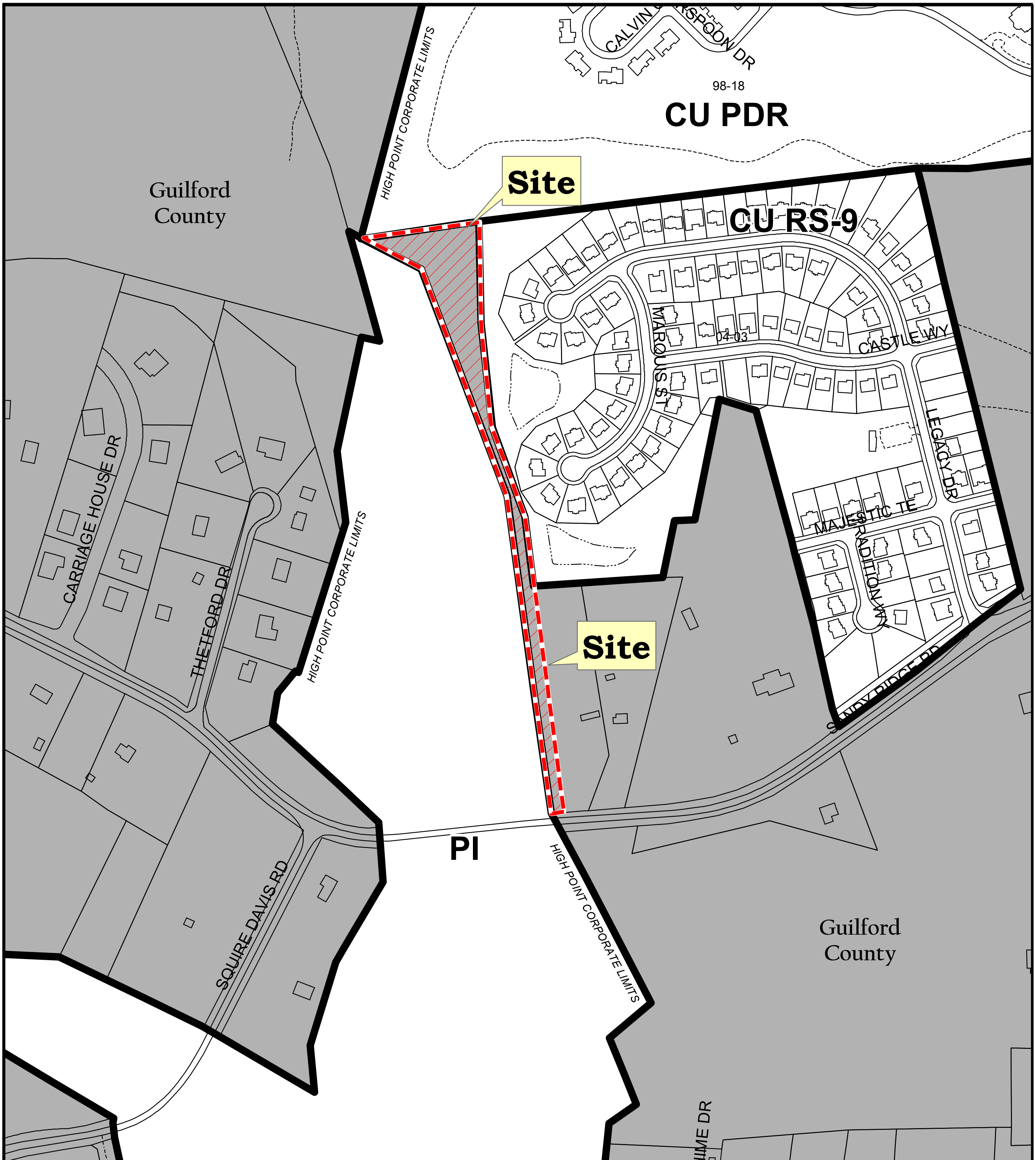
## Details of Proposal

The annexation site is surrounded by the City as it abuts existing land area within the city limits to the north, east and west. The intent of this annexation application is to close a narrow gap that exists between the primary (or contiguous) corporate limits of the City and an approximate 275 acre satellite area of the City. This satellite area of the City is composed of several previous annexations that include the Legacy at Sandy Ridge subdivision, River Landing Retirement Community, Saddlebrook subdivision and various undeveloped parcels. The applicant, who owns the River Landing development, has filed this annexation at the request of the City in order to close this gap, thereby extending the primary corporate limits of the City to include the 275-acre area.

This annexation petition represents a logical progression of the City's annexation policy for this area as it is surrounded on three sides by City of High Point corporate limits and its approval will eliminate the area to the north and east as being distinguished as a satellite area of the City of High Point. The site has little or no development potential as it is entirely impacted by the floodway and flood zone areas associated with the Deep River. City services and service vehicles are currently established in this area and the inclusion of this parcel will not negatively impact the City's ability to provide services in the area.

## Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.




# ANNEXATION REQUEST ANX12-03

**Applicant: City of High Point**
**Area: 3.46 acres**

**Existing Zoning Boundary**
**Subject Property Boundary**

**Planning & Development Department**

**City of High Point**

**Date: April 10, 2012**

N

**Scale: 1'=400'**

y:/ba-pz/2012/pz/sa12-03.mxd

**ANNEXATION OF CONTIGUOUS LANDS**
**AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT**

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid and the City Council set a public hearing date and notice of public hearing was published; and,

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 18th day of June, 2012; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of June 18, 2012.

**ANNEXATION 12-03**

BEGINNING at an existing iron pin the northern margin of the right of way of Sandy Ridge Road/SR # 1850, a corner with the property of the City of High Point (Book 3125 Page 0150); thence from the BEGINNING POINT and along and with the property of the City of High Point the following five (5) courses and distances: (1) N 09° 21' 38" W 912.53' to a new iron pin; (2) N 22° 14' 18" W 723.19' to a new iron pin; (3) N 53° 53' 48" W 151.36'· to a new iron pin; (4) S 53° 32' 12" W 32.00' to a new iron pin; and (5) N07° 37' 22" E 140.01' to an existing iron pin, a corner with the property of The Presbyterian Homes, Inc. (Deed Book 2542, Page 0210); thence along and with the property line of The Presbyterian Homes N 82° 54' 01" E 285.67' to a point; thence along and with a new line the following four (4) courses and distances: (1) S02° 37'53" E 281.09" to a point: (2) S 06° 37' 16" E 380.68' to a point; (3) S 22° 14' 18" E 270.37' to a point; and (4) S 09° 21' 38" E 920.25' to a point in the northern margin of the right of way of Sandy Ridge Road/SR # 1850; thence along and with the northern margin of the right of way of Sandy Ridge Road (SR #1850) S 85° 12' 47" W 40.13' to the point and place of BEGINNING, containing 3.455 acres, more or less, and shown as TRACT II on survey by Borum, Wade and Associates, PA. Date 11-11-98. job no. B-3039A

SECTION 2. Upon and after June 18, 2012, the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the 18th day of June, 2012
Lisa B. Vierling, City Clerk

# Department of Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

June 12, 2012

## MEMORANDUM

## AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Supplemental Agreement with the North Carolina Department of Transportation (NCDOT)
S. Main Street & GTCC Pedestrian Crosswalk
WBS Element: 43225 Agreement ID # 3326

Attached is a Supplemental Agreement with NCDOT that extends the completion date of the S. Main Street pedestrian crosswalk project at Guilford Technical Community College to June 30, 2013. This extension was requested by the City to accommodate preparation of contract documents by Engineering Services and to allow ample time for construction.

The original Municipal Agreement for this project was approved by City Council on July 21, 2011. Aside from the time extension, the terms and conditions of the original agreement have not changed. This includes up to $50,000 in State funding for the project. The Department of Transportation respectfully recommends City Council's favorable consideration of this Supplemental Agreement with NCDOT. I will be available to address questions from the Finance Committee and the full Council on June 18.

Please advise if further information is desired.

c Mike Mills, P.E. NCDOT Division 7 Engineer
John Hunsinger NCDOT Project Manager
Jeff Moore Financial Services Director
File

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8568 Phone: 336.883.3225/3226 TDD: 336.883.8517

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

May 31, 2012

Mr. Mark V. McDonald, PE
Director of Transportation
City of High Point
PO Box 230
High Point, NC 27261

Subject: **Supplemental Agreement**
**WBS: 43225**
**Guilford County**

Dear Mr. McDonald:

Enclosed is one original of a Supplemental Agreement to extend the completion date to June 30, 2013 for the installation of a pedestrian crosswalk with raised median refuge on SR 1993 (South Main Street) at the Guilford Technical Community College near Ward Avenue .

Please review the agreement and, if satisfactory, print two copies and have them executed by the City of High Point and return to me for execution by the Department of Transportation within sixty (60) days.

If you have any questions, please advise.

Sincerely,

J. M. Mills jbh

J. M. Mills, P.E.
DIVISION ENGINEER

JMM/jbh
Enclosures

NORTH CAROLINA | SUPPLEMENTAL AGREEMENT

GUILFORD COUNTY

DATE: 5/29/2012

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND | WBS ELEMENTS: 43225

CITY OF HIGH POINT

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

**WITNESSETH:**

WHEREAS, the Department and the Municipality, on 9/16/2011, entered into a certain Locally Administered Project Agreement for the original scope: Install a pedestrian crosswalk with raised median refuge on SR 1993 (South Main Street) at the Guilford Technical Community College near Ward Avenue in High Point, programmed under WBS Element 43225; and,

WHEREAS, the Department and the Municipality have agreed to extend the completion date of the Project;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

## RESPONSIBILITIES

The Municipality shall complete the Project by June 30, 2013.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/16/2011, is ratified and affirmed as therein provided.

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

| ATTEST: | CITY OF HIGH POINT |
|---|---|
| BY: ______________________ | BY: ______________________ |
| TITLE: ______________________ | TITLE: ______________________ |
| DATE: ______________________ | DATE: ______________________ |

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

(SEAL)

Remittance Address:

City of High Point

______________________

______________________

DEPARTMENT OF TRANSPORTATION

BY: ______________________

(STATE HIGHWAY ADMINISTRATOR)

DATE: ______________________

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

AN ORDINANCE REQUIRING THE INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described buildings in accordance with code of Ordinances; and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

| **PROPERTY LOCATION** | **OWNER(S)** |
|---|---|
| 808 E. Russell Avenue | Harbour Portfolia VLP<br>P.O. Box 367<br>8214 Westchester Suite 635<br>Dallas, TX 75225 |

SECTION 3: That all ordinance or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective thirty (30) days from its date of adoption.

Adopted by City Council
This the 18th day of June, 2012

Lisa B. Vierling, City Clerk

## PLANNING AND ZONING COMMISSION RECOMMENDATION

On May 22, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Keith McInnis and Mrs. Marie Stone.

**Presbyterian Home, Inc.** **Zoning Case 12-04**

A request by the Presbyterian Home, Inc. to rezone approximately 3.46 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Public & Institutional (PI) District. The site is lying along the north side of Sandy Ridge Road, approximately 740 feet east of Squire Davis Road. This request is associated with an annexation application.

Mr. Shannon presented the request and recommended approval as outlined in the staff report.

No one spoke in favor, nor in opposition to the request.

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-04, by a vote of 7-0.

# CITY OF HIGH POINT
# PLANNING AND DEVELOPMENT DEPARTMENT

## STAFF REPORT
## ZONING CASE 12-04
## May 22, 2012

| Request | | | |
|---|---|---|---|
| **Applicant:**<br>Presbyterian Homes, Inc. | **Owner:**<br>Presbyterian Homes, Inc | | |
| **Zoning Proposal:**<br>To annex and apply initial City zoning to a 3.46 acre parcel. | **From:** | **AG** | Agricultural District<br>*(Guilford County)* |
| | **To:** | **PI** | Public & Institutional District |

| Site Information | |
|---|---|
| **Location:** | Lying along the north side of Sandy Ridge Road, approximately 740 feet east of Squire Davis Road. |
| **Tax Parcel Numbers:** | 0169235 Guilford County |
| **Site Acreage:** | Approximately 3.46 acres |
| **Current Land Use:** | Undeveloped |
| **Physical Characteristics:** | The site is heavily wooded and has a moderately sloping terrain. An intermittent stream bisects the site in an east to west direction and the West Fork of the Deep River, a perennial stream, is running in a north to south direction west of the site. The entire site is impacted by the floodway and the 100-year & 500-year flood plains of the Deep River. |
| **Water and Sewer Proximity:** | A 15-inch sewer line is running in a north to south direction through the middle of the site. The nearest water lines are within the public streets of the subdivision (Legacy at Sandy Ridge) lying east of the site. |
| **General Drainage and Watershed:** | The site drains in a westerly direction and development is subject to the Oak Hollow Lake General Watershed Area requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more. |
| **Overlay District(s):** | Oak Hollow Lake General Watershed Area<br>Airport Overlay District – Zone 3 |

| Adjacent Property Zoning and Current Land Use | | | |
|---|---|---|---|
| **North:** | CU-PDR | Conditional Use Planned Unit Development Residential District | River Landing Retirement Community *(golf course & common area)* |
| **South:** | AG | Agricultural District *(Guilford Co)* | Undeveloped |
| **East:** | CU RS-9<br>AG | Conditional Use Residential Single Family-9 District<br>Agricultural District *(Guilford Co)* | Single family dwellings |
| **West:** | PI | Public & Institutional District | Undeveloped |

| Relevant Land Use Policies and Related Zoning History | |
|---|---|
| **Land Use Plan Map Classification:** | The site has a Low-Density Residential land use designation. This classification includes primarily single-family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. |
| **Land Use Plan Goals, Objectives & Policies:** | This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives. |
| **Relevant Area Plan:** | The site is located within the Northwest Area Plan, but none of the policies from the plan apply to this request. |
| **Community Growth Vision Statement** | None of the policies from the Community Growth Vision Statement apply to this request. |
| **Zoning History:** | The following annexation and zoning requests have been approved in this general area over the past 13 years:<br>• <u>1998, River Landing (aka Presbyterian Homes).</u> A 150-acre Planned Unit Development (PUD) built as a mixed-use retirement facility is abutting the zoning site to the north.<br>• <u>2004, Legacy at Sandy Ridge subdivision.</u> A 45-acre RS-9 District single family subdivision is abutting the zoning site to the east.<br>• <u>2004, Saddlebrook subdivision</u>. A 53 acres mixed residential development consisting of RM-5 District for town homes, RS-7 District for single family dwellings and PI District. This subdivision is lying approximately one-mile northeast of the zoning site along Sandy Ridge Road.<br>• <u>2007, (undeveloped property).</u> A 25 acre RS-7 District zoning was approved for property lying along the south side of Bame Road approximately ¼ mile west of Sandy Ridge Road.<br>• <u>2012, (Fire Station #26).</u> A 2-acre RS-7 District zoning was approved for property at 2127 Sandy Ridge Road, approximately one-mile northeast of the zoning site along Sandy Ridge Road. |

| Transportation Information |
|---|
| The zoning site has approximately 40-feet of frontage along Sandy Ridge Road, which is classified as a Major Thoroughfare. Due to the zoning site's narrow configuration and it being impacted by the flood zones from the Deep River, there are limited development options. No traffic impacts are associated with this zoning application. |

| School District Comment |
|---|
| Not applicable, based the sites narrow configuration and environmental impacts from the Deep River and the Public & Institutional District, there are limited development options and there will no impact upon area schools. |

## Details of Proposal

The intent of this zoning application, and its associated annexation application, is to close a narrow gap that exists between the primary (or contiguous) corporate limits of the City and an approximate 275 acre satellite area of the City composed of several annexations that include the Legacy at Sandy Ridge, River Landing, and Saddlebrook developments and various undeveloped parcels. The applicant, which owns the River Landing development, has filed this rezoning and annexation at the request of the City in order to close this gap, thereby extending the primary corporate limits of the City to include the 275 acre area.

The site has little or no development potential as it is entirely impacted by the floodway and flood zone areas associated with the Deep River. There is existing PI zoned property lying west of the site, and the request will be consistent with the adopted Land Use Plan.

## Recommendation

**Staff Recommends Approval:**
The request PI District is consistent with the Land Use Plan and will be compatible with the adjacent zoning pattern. The Planning and Development Department recommends approval of the request to rezone this 3.46 acre parcel to the PI District.

## Required Action

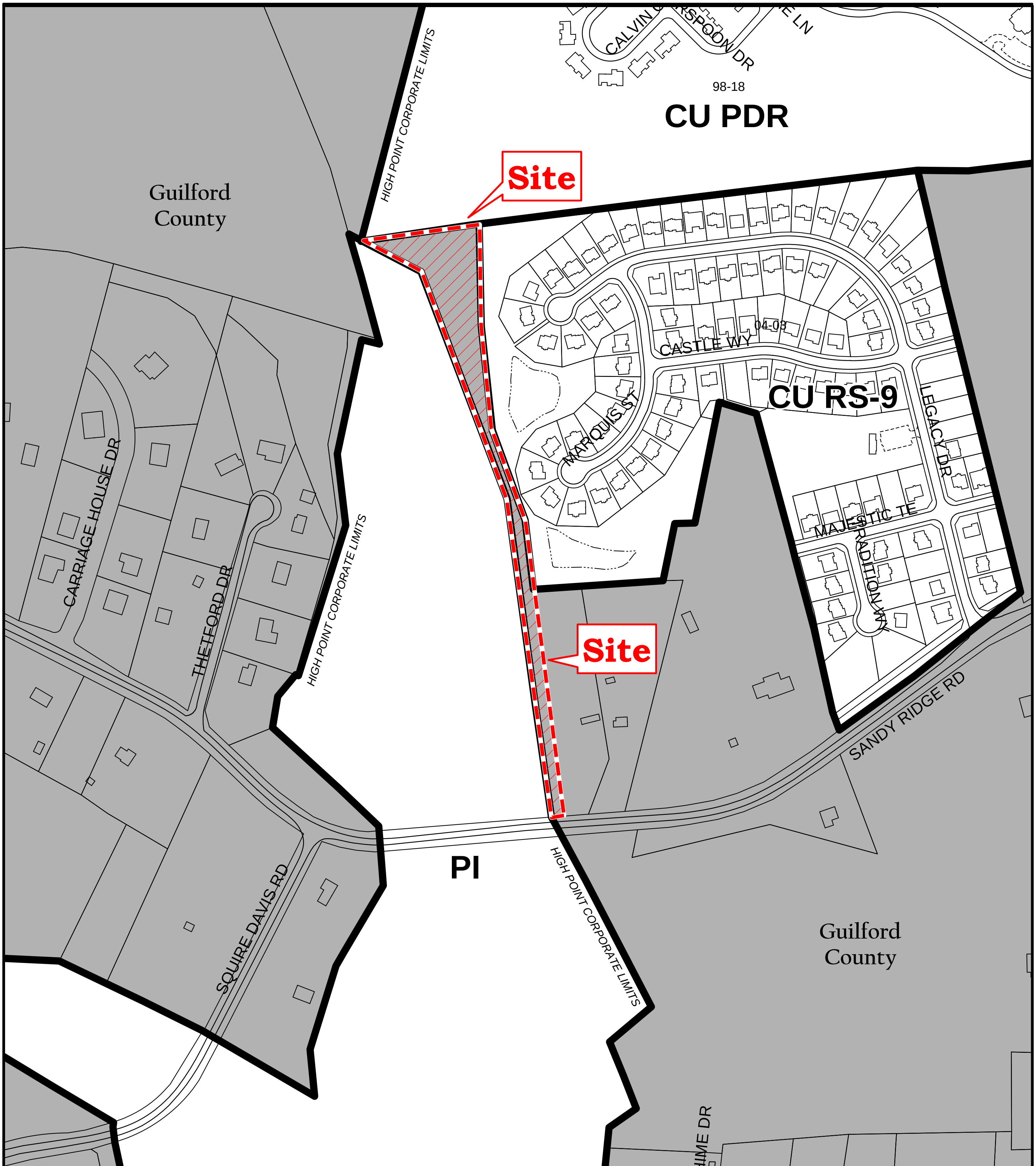
**Planning and Zoning Commission and City Council:**
The NC General Statutes requires the Planning & Zoning Commission, upon making its recommendation, and the City Council, upon rendering its decision, to place in the official record a statement of consistency with the City's adopted plans. In addition, the City Council must also explain why the action taken to be reasonable and in the public interest.

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The request is consistent with the adopted plans; 2) The requested PI District zoning will continue the established zoning pattern in this area as the property abuts existing PI District zoning to the west and a institutional use (retirement facility) use to the north; and 3) The request will promote an orderly urban growth pattern by closing a gap that exists between the primary and satellite corporate limits of the City.

The Planning and Zoning Commission and the City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

## Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.




# ZONING CASE 12-04

**From: Agricultural (Guilford County)**
**To: Public Institutional**

**Existing Zoning Boundary**
**Subject Property Boundary**

**Planning & Development Department**

**City of High Point**

**Date: May 1, 2012**

N

**Scale: 1'=400'**

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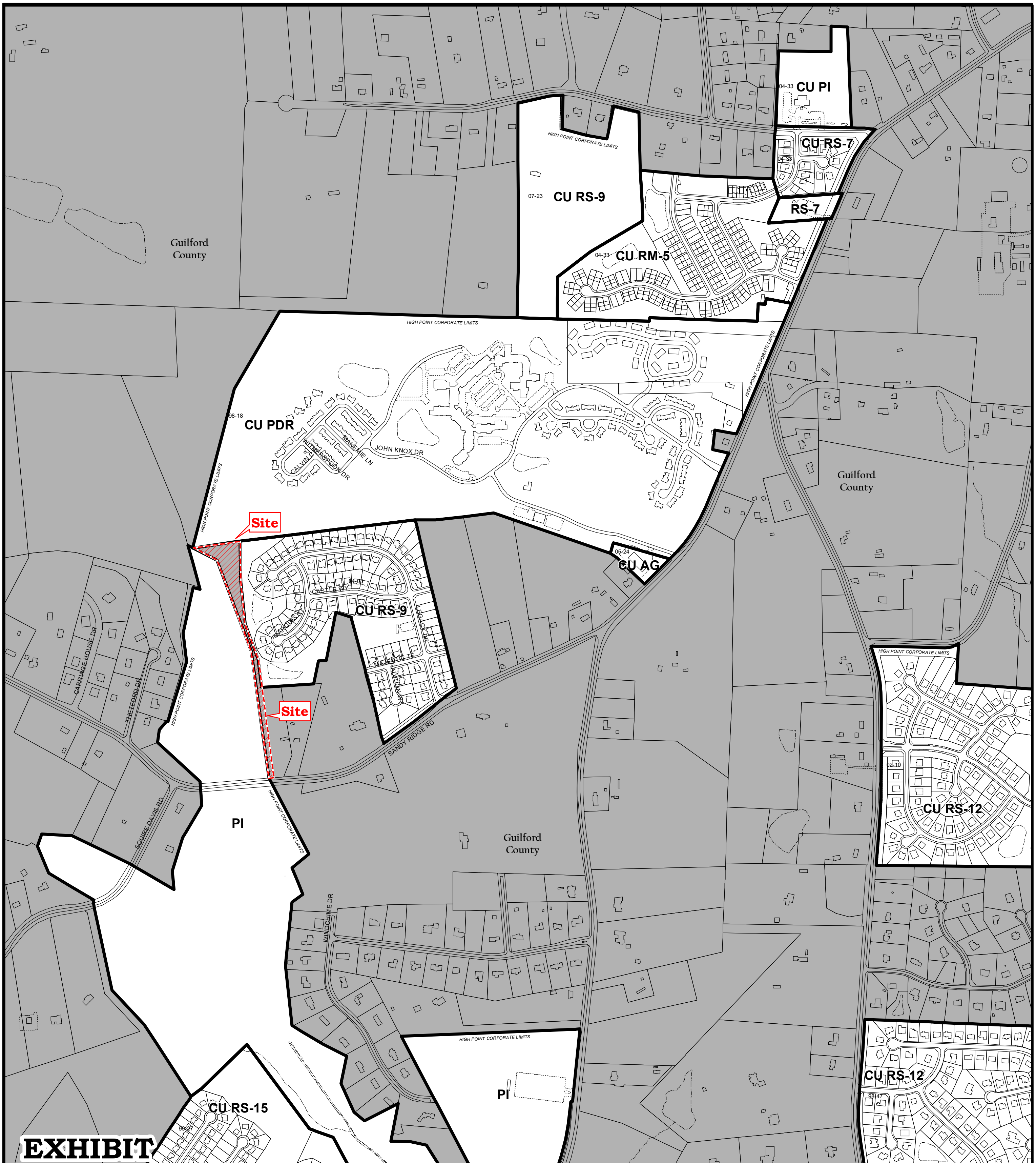


# ZONING CASE 12-04

**From: Agricultural (Guilford County)**
**To: Public Institutional**

**Existing Zoning Boundary**
**Subject Property Boundary**

**Planning & Development Department**

**City of High Point**

**Date: May 15, 2012**

N

**Scale: 1'=400'**

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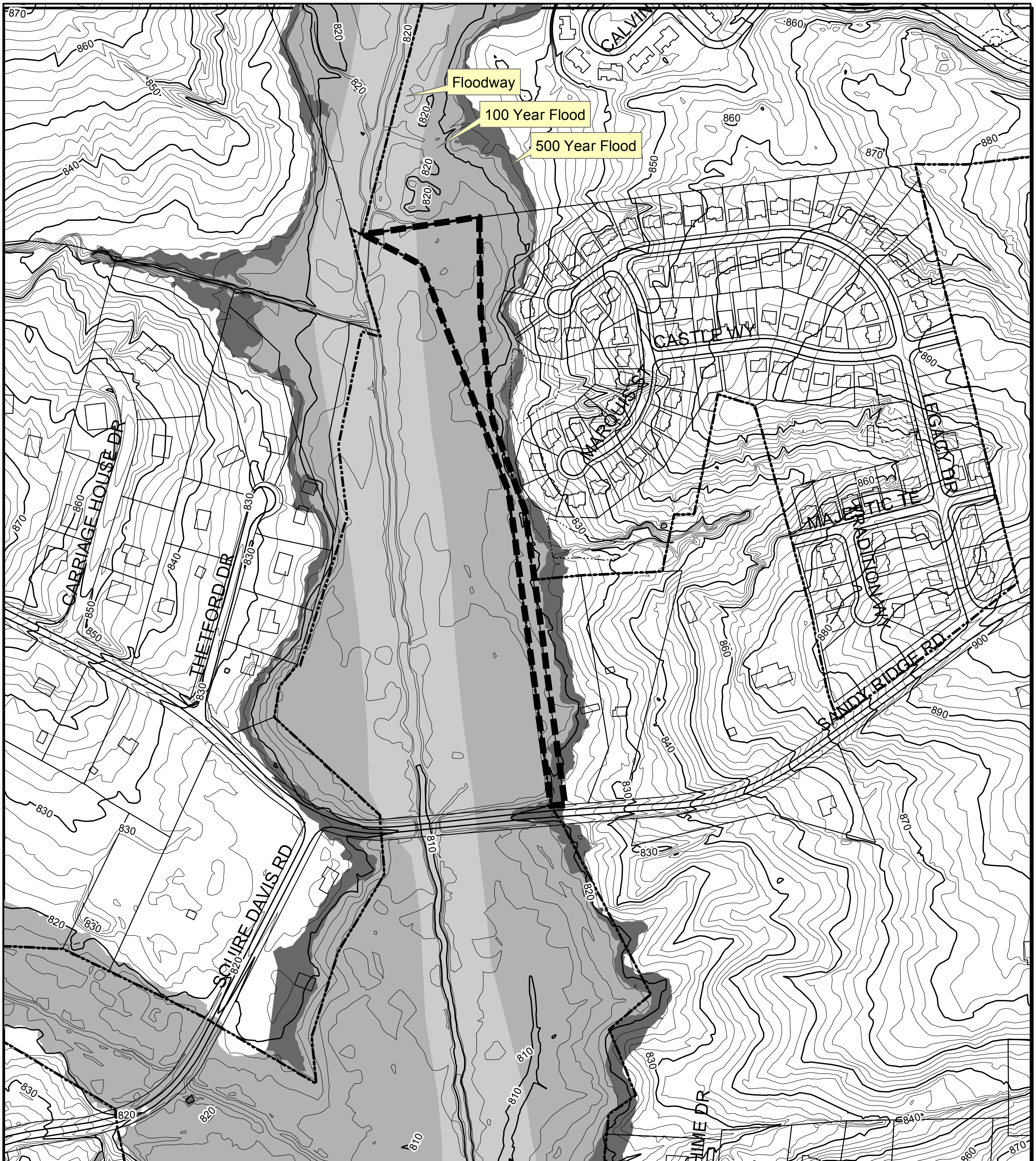


# ZONING CASE 12-04

**Topography**

**Subject Property Boundary**

**Planning & Development Department**

**City of High Point**

**Date: May 9, 2012**

N

**Scale: 1'=400'**

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# ZONING CASE 12-04

**Land Use Plan**

**Existing Land Use Plan**
**Subject Property Boundary**

**Planning & Development Department**

**City of High Point**

**Date: May 9, 2012**

N

**Scale: 1'=400'**

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# ZONING CASE 12-04

AN ORDINANCE REQUIRING THE INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described buildings in accordance with code of Ordinances; and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

| **PROPERTY LOCATION** | **OWNER(S)** |
|---|---|
| 508 Hines Street | Ragsdale Brothers, LLC<br>P.O. Box 367<br>105 West Main Street<br>Jamestown, NC 27282 |

SECTION 3: That all ordinance or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective thirty (30) days from its date of adoption.

Adopted by City Council
This the 18th day of June, 2012

Lisa B. Vierling, City Clerk

**DEPARTMENT OF PLANNING AND DEVELOPMENT**
**INSPECTION SERVICES DIVISION**
**HOUSING ENFORCEMENT**

**ORDINANCE REQUEST:** Ordinance to Demolish

**PROPERTY ADDRESS:** 808 E. Russell Avenue

**OWNER:** Harbour Portfolio VI, LP

**FIRST INSPECTION**
5-2-2011

Number of Violations: Major 8 Minor 25
1) heating system removed
2) plumbing system vandalized/missing, including pipes, tub, sinks and water heater
3) numerous holes and cracks in the ceiling throughout the dwelling
4) damaged foundation wall at the left side of front porch
5) large holes in interior walls throughout the dwelling
6) rotted or missing handrails at front and rear porch
7) rotted decking boards on front and rear porch
8) subflooring has been structurally compromised due to moisture in the kitchen, bathroom and back hallway

**HEARING RESULTS:**
5-20-2011

The owner did not appear for the hearing. The property was vacant at the time of the inspection. The dwelling has been vacant since 2008. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. In its present state, necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is $22,200. The repair estimate is $31,200.

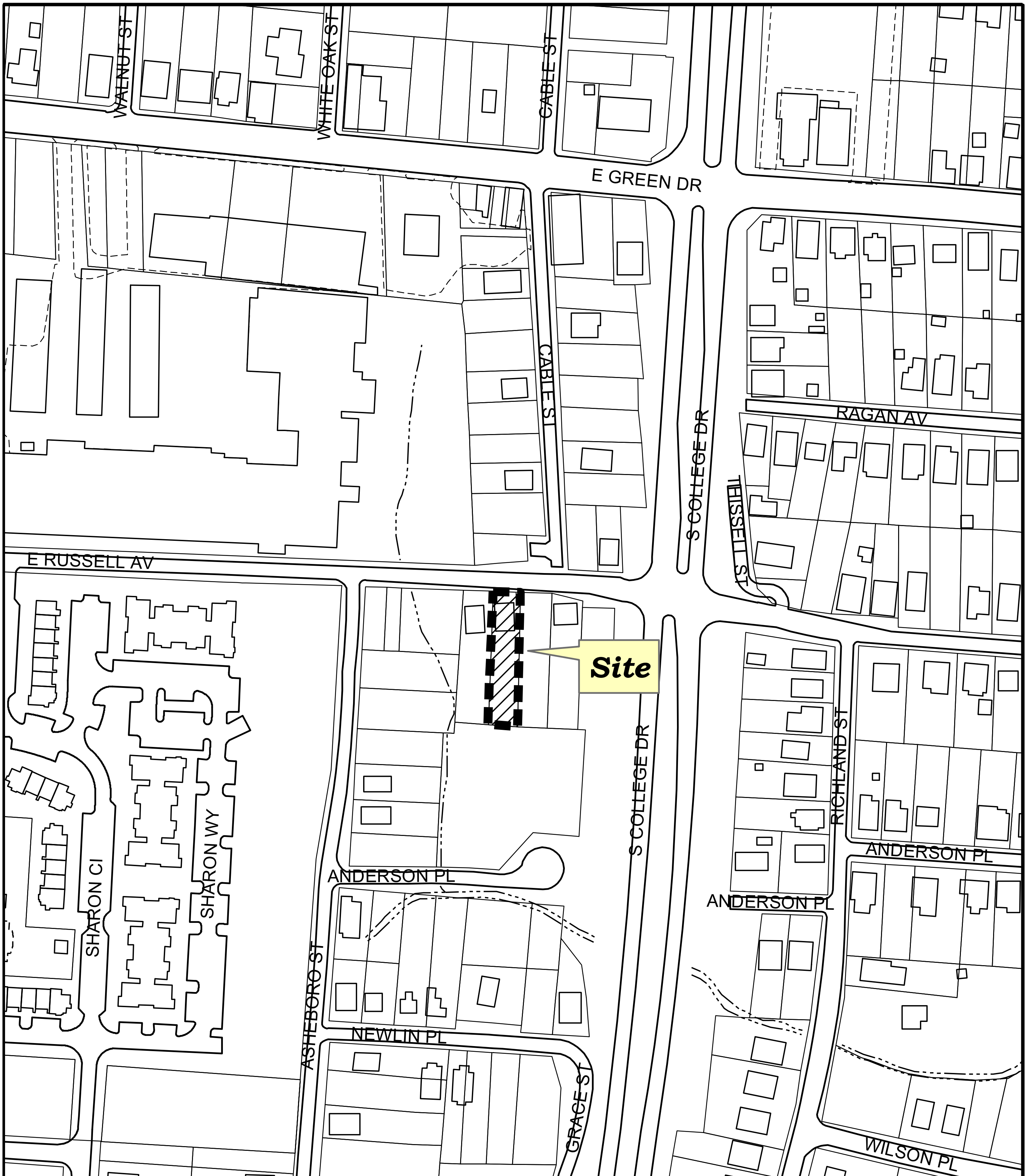
**ORDER(S) ISSUED:** Order to Repair or Demolish with a compliance date of 8-20-2011
5-20-2011

**APPEALS:** No appeals to date.

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

**EXTENSIONS:** None requested by the owner.

**CURRENT STATUS:** Conditions still exist.
6-11-2012




# 808 East Russell Avenue

**Ordinance to Demolish**

**Location of subject property**

**Department of Planning and Development**

**City of High Point**

**Date: May 25, 2012**

N

**Scale: 1'=200'**

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ord-demo.mxd


808 E. Russell Street


808 E. Russell Street