City of High Point

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

Meeting Agenda

Monday, April 20, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

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

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Whitley, Chair

Committee Members - Bencini, Douglas, Alexander

090071 **Audit Service Contract - McGladrey & Pullen CPA**

Council is requested a contract for audit services for FY ended June 30, 2009 with McGladrey & Pullen CPA's in the amount of $80,000.00

090088 **Purchase of Property - 604 W. Ray Street - Storm Water Project**

Council is requested to authorize the City Attorney's office to proceed with the purchase of property located at 604 W. Ray Avenue belonging to Betty Draughn in the amount of $130,000. Property is need by the storm water department for the hospital-W. Ray Avenue project.

090092 **Interlocal Agreement - Cape Fear Public Transportation Authority**

Council is requested to authorize the City Manager to execute an interlocal agreement with the Cape Fear Public Transportation Authority to allow the transit system the option to purchase new buses and bus equipment and parts should it become necessary in the next five years.

090093 **Contract - Bid No. 39 - Street Repairs for Water & Sewer Mains**

Consideration of approval of contract awarding Bid No. 39 for Street Repairs for Water & Sewer Mains. Purchasing and Engineering Services recommends that contract be awarded to Regional Site Solutions in the amount of $117,275.00 which is the lowest responsible and responsive bidder meeting specifications.

Pending Items

090050 **Revised Economic Incentive Policy**

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

3/5/2009 Committee of the Whole referred Committee of the Whole

PUBLIC SAFETY COMMITTEE -Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

090090 **Ordinance - Demolition of Structure - 520 White Oak Street**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 520 White Oak Street belonging to CPG Equity, Ltd - Paul Kostraba.

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

090083 **Request for City Council to Initiate a Zoning Map Amendment**

Consideration of a request from the Planning & Development Department for City Council to initiate the rezoning process for property lying at the intersections of S. College Drive and Leonard Avenue.

090084 **Resolution of Intent - Street Abandonment 09-09 - City of High Point**

Approval of a resolution of intent that establishes a public hearing date of May 18, 2009 at 5:30 p.m. to consider a request to close a portion of right-of-way known as Ridgeway Place, lying south of W. Ward Avenue, between Prospect Street and Lincoln Drive.

090085 **Resolution of Intent - Street Abandonment 09-10 - City of High Point**

Approval of a resolution of intent that establishes a public hearing date of May 18, 2009 at 5:30 p.m. to consider a request to close an unnamed right-of-way, lying south of West Market Center Drive, between Prospect Street and Starr Drive.

090086 **Resolution of Intent - Street Abandonment 09-11 - City of High Point**

Approval of a resolution of intent that establishes a public hearing date of May 18, 2009 at 5:30 p.m. to consider a request to close an unimproved and unnamed right-of-way, lying north of Baker Road, between Cox Avenue and Ethel Avenue.

PUBLIC HEARINGS ON ITEMS

090089 **Public Hearing -- 2009 Justice Assistance Grant (JAG)**

Monday, April 20, 2009 at 5:30 p.m. is the date and time established to receive public comments on the 2009 Justice Assistance Grant (JAG).

090091 **Community Development and Housing Department - 2009-2010 Annual Action Plan**

Monday, April 20, 2009 at 5:30 p.m. is the date and time established to receive public comments on the submission of the 2009-2010 Annual Action Plan to the Department of Housing and Urban Development (HUD).

Planning & Development Committee - Council Member Bencini, Chair

090087 **Ordinance - Rezoning Case 09-03 - Steve Vestal - Hodgin Street**

A request by Steve Vestal to rezone an approximately 0.3 acre parcel from the Residential Multifamily-12 (RM-12) District to a General Business (GB) District. The site is lying along the west side of Hodgin Street, approximately 140 feet south of Burton Avenue.

ADJOURNMENT

BID INFORMATION AND RECOMMENDATION

BID: #39-040809 **DATE OPENED:** 04/08/09

DESCRIPTION: Street Repair for Water & Sewer Mains

BID PACKAGES DISTRIBUTED: 8 **DEPARTMENT:** Engineering Services

SOURCE OF FUNDS: 621754-527101 BUDGETED AMOUNT: $150,000.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 LT	STREET REPAIRS-WATER & SEWER MAINS	$117,275.00	$117,275.00

PURPOSE: The purpose of this contract is to perform infrastructure repairs. These repairs are necessary after Public Services maintenance crews repair or rehabilitate existing water and/or sewer mains. Typical work performed under this contract includes, but is not necessarily limited to: traffic control; removal of excess trench materials; trimming the edges of existing pavement, curb and gutter, sidewalk and driveways; compacting ditch lines; placement of asphalt pavement; placement of concrete sidewalk; placement of curb and gutter; and replacing driveways.

BID TABULATION

BIDDERS	BID
Regional Site Solutions **PO Box 5047** **High Point, NC 27262**	**117,275.00**
Breece Enterprises 2203 Eastchester Drive, Suite 105 High Point, NC 27265	118,650.00
M & M Builders 1711 Brentwood Street High Point, NC 27260	122,844.47
Sharpe Brothers, Inc. PO Box 35387 Greensboro, NC 27425	127,144.00
Silas Ridge Construction Services, Inc. 2420 Darwick Road Winston-Salem, NC 27127	167,650.00

The **ENGINEERING SERVICES DEPARTMENT** and the **PURCHASING DIVISION** recommend that the contract for **STREET REPAIR FOR WATER & SEWER MAINS** be awarded to **REGIONAL SITE SOLUTIONS**, the lowest responsible and responsive bidder meeting specifications, for the budgeted amount of **$117,275.00**

DATE OF RECOMMENDATION: April 15, 2009.

Strib Boynton

Strib Boynton, CITY MANAGER

Engineering Services Department

B. Keith Pugh, P.E.
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Date: April 15, 2009

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services BKPugh

Re: City Council Agenda - Award of Street Repairs for Water and Sewer Mains Contract – City Contract ENG-2009-04

On Wednesday, April 8, 2009 the City of High Point received and opened bids for Contract ENG-2009-04, Street Repairs for Water and Sewer Mains. We received five bids:

Regional Site Solutions	$117,275.00
Breece Enterprises	$118,650.00
M&M Builders	$122,844.34
Sharpe Brothers	$127,144.00
Silas Ridge Construction	$167,650.00

The availability date of this contract is immediately upon execution of the contract documents. The completion date for the contract work is July 15, 2009.

The purpose of this contract is to perform infrastructure repairs. These repairs are necessary after Public Services maintenance crews repair or rehabilitate existing water and/or sewer mains. Typical work performed under this contract includes, but is not necessarily limited to: traffic control; removal of excess trench materials; trimming the edges of existing pavement, curb and gutter, sidewalk and driveways; compacting ditch lines; placement of asphalt pavement; placement of concrete sidewalk; placement of curb and gutter; and replacing driveways. This contract contains an extension clause that allows the City to extend this contract up to 100 percent beyond the original contract amount. The budgeted amount of dollars available for the contract work is $150,000. Public Services recommend that the contract be awarded at the bid amount.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.4118 Phone: 336.883.3194 TDD: 336.883.8517

Engineering Services recommends that City Council approves the bids and authorizes Contract ENG-2009-04 for Street Repairs - Water and Sewer Mains to Regional Site Solutions at the bid amount of $117,275.00.

Funding is available in the following account:

621754-527101	$ 117,275

/bkp

Cc: Mr. Jeff Moore, Finance Director
Mr. Bob Martin, Purchasing Division
Mr. Chris Thompson, Public Services
Mr. Terry Houk, Public Services
Mr. Leon Adams, Adams and Clark Enterprises, Inc.

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

March 30, 2009

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Agenda item for City Council meeting

Please place the following item for City Council's consideration and approval at their next meeting:

1. City Council to authorize the Mayor to execute a contract with McGladrey & Pullen CPAs for the fiscal year audit for the period ending June 30, 2009 in the amount of $80,000.

   The proposed contract provides for the independent financial and compliance audit for the fiscal year beginning July 1, 2008 and ending June 30, 2009. The combined fee for the audit services is $80,000, which is $8,000 more than last year's audit services contract. The increase of 11% over last year's contract is attributed primarily to additional testing and documentation requirements required for the two new major grant programs received by the City in this current fiscal year in addition to the 4% annual increase as approved in the three year agreement approved by City Council in February 2008.

I will be available for 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

LGC-205 (Rev. 1/1/2008)
File in Triplicate.

CONTRACT TO AUDIT ACCOUNTS

of City of High Point, North Carolina
Governmental Unit

On this 20th day of March, 2009, McGladrey & Pullen, LLP
Auditor

P.O. Box 2470, Greensboro, NC 27402-2470
Mailing Address

, hereinafter referred to as the Auditor, and the City Council of High Point, hereinafter referred to as the
Governing Board / Governmental Unit

Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2008, and ending June 30, 2009. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (nonmajor government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subjected to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.

3. *This contract contemplates an unqualified opinion being rendered.* If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, explain that departure from GAAP in the space below: No departures contemplated.

4. *This contract contemplates an unqualified opinion being rendered.* The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. *Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.* The audit will have no scope limitations except: No limitations are contemplated.

5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, July 2007 revisions, issued by the Comptroller General of the United States, then the Auditor warrants by accepting this engagement that he has met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 21.)

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted by October 31, 2009.

7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's system of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the AICPA Professional Standards. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.

8. All local government and public authority contracts for annual or special audits, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina require the approval of the Secretary of the Local Government Commission. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices should be submitted in triplicate to the Secretary of the Local Government Commission. The original and one copy will be returned to the Auditor. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

   Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] NONE ANTICIPATED. Any services performed in addition to normal audit procedures will be charged at standard rates.

   Audit - $80,000 for the audit unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, turnover of key personnel before the audit is completed, or unexpected conditions are encountered. Any such delays will be charged at eighty percent (80%) of standard rates. Any additional major programs above five (5) will be billed at $4,200 each.

   Preparation of the financial statements - N/A. Client prepares financials

10. After completing his audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, at least, Management's Discussion and Analysis, the financial statements of the governmental unit and all of its component units and notes thereto prepared in accordance with generally accepted accounting principles, combining and supplementary information requested by the client or required for full disclosure under the law, and the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.

11. **The Auditor shall file** with the Local Government Commission two copies of the report of audit, including one copy of the federal Data Collection Form, if a federal single audit is conducted. In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a one page turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission. Two copies of the report of audit should be submitted if the audit is performed only under the provisions of the State Single Audit Implementation Act or a financial audit is required to be performed in accordance with Government Auditing Standards. Three copies of the audit should be submitted for Councils of Governments. Two copies of the audit should be submitted for tax levying Municipalities. Otherwise, one copy shall be submitted. Copies of the report shall be filed with the Local Government Commission when (or prior to) submitting the invoice for the services rendered. All copies of the report submitted **must be bound**. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor.

12. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.

13. If an approved contract needs to be varied or changed for any reason, the change must be reduced to writing, signed by both parties, preaudited if necessary, and submitted to the Secretary of the Local Government Commission for approval. No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.

14. Item 15 may be completed by referencing the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 21 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.

15. There are no special provisions except: The attached arrangement letter is an integral part of this contract and should be read in its entirety when reading this contract.

16. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.

17. The contract should be executed and submitted in triplicate to the Secretary of the Local Government Commission. The mailing address is 325 North Salisbury Street, Raleigh, North Carolina 27603-1385. The physical address is 4505 Fair Meadow Lane, Suite 102, Raleigh, North Carolina 27607-6449.

18. Upon approval, the original contract will be returned to the Governmental Unit, a copy will be forwarded to the Auditor, and a copy retained by the Secretary of the Local Government Commission. The audit should not be started before the contract is approved.

19. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.

20. If this audit engagement is not subject to Government Auditing Standards, then Item 5 shall be listed as a deleted provision in Item 22. An explanation must be given for deleting this provision.

21. All of the above paragraphs are understood and shall apply to this engagement, except for the following numbered paragraphs shall be deleted: (See Item 16)

Firm McGladrey & Pullen, LLP

By Mark L. Snyder, Partner
(Please type or print name)

Mark L. Snyder
(Signature of authorized audit firm representative)

Date April 2, 2009

Approved by the Secretary of the Local Government Commission as provided in Article 3, Chapter 159 of the General Statutes or Article 31, Part 3, Chapter 115C of the General Statutes.

For the Secretary, Local Government Commission

(Signature)

Date

By Rebecca R Smothers, Mayor
(Please type or print name and title)

(Signature of Mayor or Chairperson of governing board)

Date

By M Christopher Whitley
(Chairperson of ~~Audit~~ Finance Committee (Please type or print name)

(Signature of Audit Committee Chairperson)

Date
(If unit does not have an audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Jeffrey A. Moore
Governmental Unit Finance Officer (Please type or print name)

(Signature)

Date

(Preaudit Certificate must be dated.)

McGladrey & Pullen

Certified Public Accountants

McGladrey & Pullen, LLP
230 North Elm St., Ste. 1100, Greensboro, NC 27401-2436
P.O. Box 2470, Greensboro, NC 27402-2470
O 336.273.4461 F 336.274.2519
www.mcgladrey.com

March 20, 2009

The Honorable Mayor and Members
of the City Council
City of High Point, North Carolina
P.O. Box 230
High Point, North Carolina 27261

Attention: Mr. Jeffrey A. Moore, Financial Services Director

This letter is to explain our understanding of the arrangements for the services we are to perform for the City of High Point, North Carolina (the "City") for the year ending June 30, 2009. We ask that you either confirm or amend this understanding.

Audit Services

We will perform an audit of the City's governmental activities, business-type activities, aggregate discretely presented component unit, each major fund, aggregate remaining fund information and budgetary comparison for the general fund as of and for the year ending June 30, 2009 which collectively comprise the basic financial statements. We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the City Council are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform the audit of the City as of June 30, 2009 so as to satisfy the audit requirements imposed by the Single Audit Act, the U.S. Office of Management and Budget (OMB) Circular No. A-133 and the State Single Audit Implementation Act of North Carolina.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement; and, the State Single Audit Implementation Act. Those standards, circulars, supplements or guides require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the audit committee, any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to City Council *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, *(b)* any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), *(c)* any disagreements with management and other serious difficulties encountered in performing the audit, and *(d)* various matters related to the entity's accounting policies and financial statements.

In addition to our reports on the City's financial statements, we will also issue the following reports or types of reports:

> A report on the fairness of the presentation of the City's schedule of expenditures of Federal and State awards for the year ending June 30, 2009.
>
> Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
>
> Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133, on each major program.
>
> A schedule of findings and questioned costs.

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed below:

- General fund
- Special revenue funds
- Debt service fund
- Capital project funds
- Enterprise funds
- Internal service fund

The federal and state financial assistance programs that you have told us that the City participates in and that are to be included as part of the single audit compliance examination are listed in the attached Schedule of Expenditures of Federal and State Awards for the period ended June 30, 2008. The City does not anticipate any significant changes in its federal and state financial assistance programs for the year ended June 30, 2009 with the exception of any Federal Stimulus funding that the City may receive and a Federal Lead program which maybe required to be tested as a major program.

The component unit whose financial statements you have told us is to be included as part of the City's basic financial statements is the ABC Board of High Point. The ABC Board of High Point will be disclosed through discrete presentation as a component unit, as required by Governmental Accounting Standards Board (GASB) 14. Another CPA Firm will audit the ABC Board of High Point.

Our reports on internal control will include any significant deficiencies and material weaknesses in the system of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circular identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

City of High Point's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for *(a)* making us aware of significant vendor relationships where the vender is responsible for program compliance, *(b)* following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and *(c)* report distribution including submitting the reporting packages.

The City Council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

The City agrees that our report on the financial statements will not to be included in an official statement or other document involved with the sale of debt instruments without our prior consent. Additionally, if the City intends to publish or otherwise reproduce the financial statements and/or make reference to us or our audit, you agree to provide us with printer's proofs or a master for our review and consent before reproduction and/or release occurs. You also agree to provide us with a copy of the final reproduced material for our consent before it is distributed or released. Our fees for any additional services that may be required under our quality assurance system as a result of the above will be established with you at the time such services are determined to be necessary. In the event our auditor/client relationship has been terminated when the Organization seeks such consent, we will be under no obligation to grant such consent or approval.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate McGladrey & Pullen, LLP for any additional costs incurred as a result of the employment of a partner or professional employee of McGladrey & Pullen, LLP.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Mr. Jeffrey A. Moore, Financial Services Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Terms of our Engagement

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. We will submit our final bill for these services promptly upon delivering the reports. Our fee for the services described in this letter and in the LGC-205 *Contract to Audit Accounts* issued by the Local Government Commission will not exceed $80,000 unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, turnover of key personnel before the audit is completed, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Any services performed in addition to normal audit procedures will be charged at standard rates less 20%. Any additional major programs above the five (5) major programs will be billed at $4,200 each. All other provisions of this letter will survive any fee adjustment.

Any claim arising out of services rendered pursuant to this agreement shall be resolved in accordance with the laws of North Carolina. It is agreed by the City and McGladrey & Pullen, LLP or any successors in interest that no claims arising out of services rendered pursuant to this agreement by or on behalf of the City shall be asserted more than two years after the date of the last audit report issued by McGladrey & Pullen, LLP.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The working papers for this engagement are the property of McGladrey & Pullen, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are required to do so by the cognizant or oversight agency. Access to requested workpapers will be provided under the supervision of McGladrey & Pullen, LLP audit personnel and at a location designated by our Firm.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If circumstances arise relating to the conditions of your records, the availability of sufficient, competent evidential matter, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, misappropriation of assets, or noncompliance which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our participation in the preparation of the CAFR is to consist of having the financial statement report reviewed by a person who is also a reviewer for the GFOA Certificate Program and have him involved in the resolution of any accounting or reporting questions that arise during the engagement.

This letter together with form LGC-205 *Contract to Audit Accounts* constitutes the complete and exclusive statement of agreement between McGladrey & Pullen, LLP and the City, superseding all proposals oral or written and all other communication, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report and applicable letter of comment was provided to you in the previous year, for your information.

If this letter together with form LGC-205 *Contract to Audit Accounts* defines the arrangements as the City understand them, please sign and date the enclosed copy, and return it to us. We appreciate your business.

McGLADREY & PULLEN, LLP

Mark L. Snyder

Mark L. Snyder, Partner

Confirmed on behalf of the addressee:
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

____
City Manager

____
Financial Services Director

Right of Way

Henry T. Moon, III
RIGHT OF WAY AGENT

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMO

April 13, 2009

To: Fred Baggett

From: Henry T. Moon

Subject: 604 W. Ray Ave.

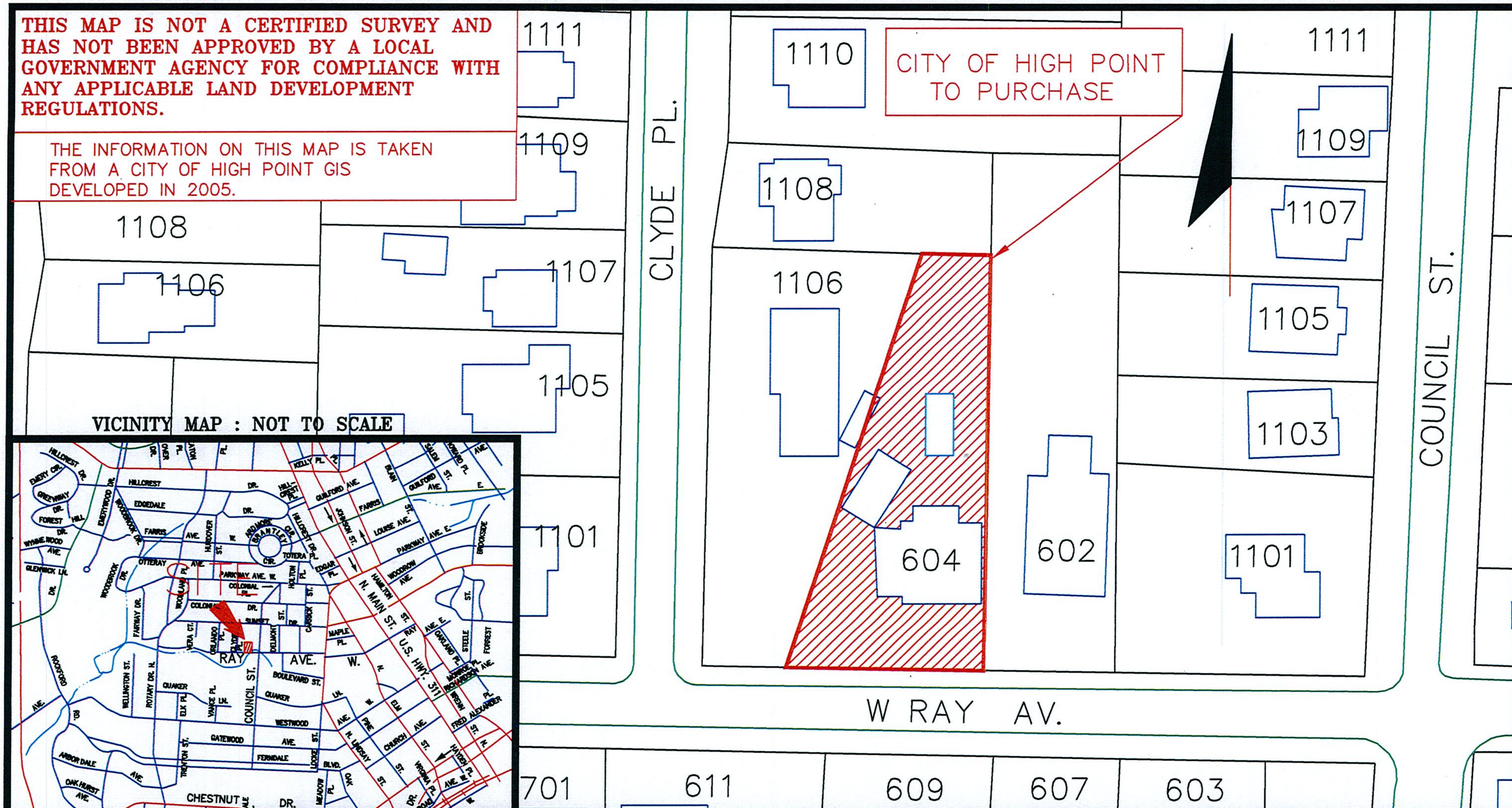
Please seek Council approval for the purchase of subject property at their 4/20/2009 meeting. It is needed by the storm water section (Hospital- W. Ray Project).

Subject is improved by 2,198 square feet dwelling, a 400 square feet basement, carport and in-ground pool. It is a 3 bedroom, 3 bath house. Tax value is $129,600 and we have a contract subject to Council approval for $130,000. I will have the Council map hopefully tomorrow. Mr. McMillan and I will be at the Finance Committee and Council meeting to answer questions.

If you have any questions, please advise.

Cc: Pat Pate
Richard McMillan
Cindy Smith

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3247 Fax: 336.883.3683 Cell: 336.688-6624
E-mail: henry.moon@highpointnc.gov



CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

PURCHASE OF PROPERTY FOR STORM WATER PROJECT

BETTY O. DRAUGHN
604 WEST RAY AVENUE
APPROXIMATELY 0.325 ACRES
TM 18000215000210017

SCALE: N.T.S. BY: MBN

PROJECT: 2424 DATE: Apr. 2009

Publish four (4) consecutive weeks: **April 24, May 1, 8, & 15, 2009**

RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT
(Case # SA09-11)

WHEREAS, the City Council has been requested to close an unimproved and unnamed right-of-way, lying north of Baker Road, between Cox Avenue and Ethel Avenue.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, May 18, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

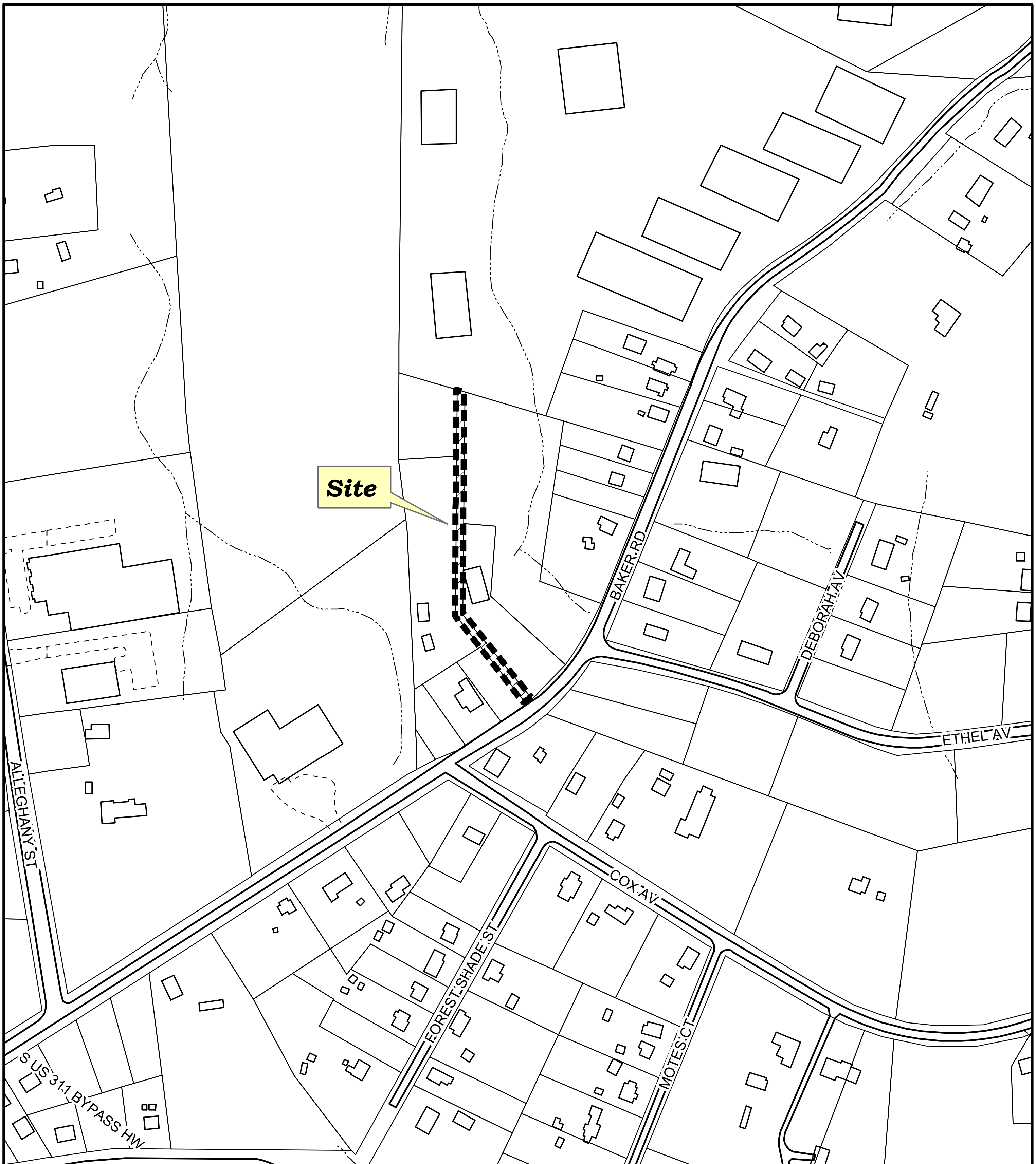
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 20th day of March 2009.

Lisa B. Vierling, City Clerk

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



STREET ABANDONMENT REQUEST SA09-11

Applicant: Technical Review Committee
Area: 0.33 acres

Location of requested street abandment

Planning & Development Department

City of High Point

Date: April 13, 2009

Scale: 1'=300'

y:/ba-pz/2009/pz/sa09-11.mxd

PLANNING AND ZONING COMMISSION RECOMMENDATION

On March 24, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Jay Wagner, Ms. Kathleen Carter, and Ms. Marilyn DeBerry.

Steve Vestal **Zoning Case 09-03**

A request by Steve Vestal to rezone an approximately 0.3 acre parcel from the Residential Multifamily-12 (RM-12) District to a General Business (GB) District. The site is lying along the west side of Hodgin Street, approximately 140 feet south of Burton Avenue.

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

Speaking in favor of the request was the applicant, Mr. Steve Vestal of 1314 National Highway in High Point.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Zoning Case 09-03 by a vote of 5-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 09-03
March 24, 2009

Request		
Applicant: Steve Vestal	**Owner(s):** Steve Vestal	
Proposal: To rezone 0.3 acre parcel.	**From:**	RM-12 Residential Multifamily-12 District
	To:	GB General Business District

Site Information	
Location:	Lying along the west side of Hodgin Street, approximately 140 feet south of Burton Avenue.
Tax Parcel Numbers:	265-1-1 (Guilford County)
Site Acreage:	0.3 acre (13,206 sq. ft.)
Current Land Use:	Undeveloped
Physical Characteristics:	The site is relatively flat.
Water and Sewer Proximity:	An 8-inch City water line and an 8-inch City sewer line are lying adjacent to the site along Hodgin Street.
General Drainage and Watershed:	The site drains in a general west to northwest direction. Any land disturbance over one acre in area will require stormwater controls to be provided.
Overlay District(s):	None.

Adjacent Property Zoning and Current Land Use		
North:	GB - General Business District	Retail use
South:	RM-12 Residential Multifamily-12 District	Single family dwelling
East:	GB - General Business District	Retail use
West:	GB - General Business District	Undeveloped (part of abutting site to north)

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	A Local/Convenience Commercial designation extends approximately 200 feet from Burton Road and cuts across the northeastern corner of the zoning site. The remaining area of the site has a Moderate Density Residential land use classification. Description of these classifications follows: • **Local/Convenience Commercial:** This classification includes moderate-intensity convenience retail or service uses, generally

	serving small, local neighborhoods. • **Moderate-Density Residential:** This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes and townhouses. Development densities shall range from five to eight dwelling units per gross acre.
Land Use Plan Goals, Objectives and Policies:	The following goals and objectives of the Land Use Plan for the High Point Planning Area are relevant to this request: Goal 2: Encourage development that enhances and preserves established neighborhoods. Obj. 4: Protect the City's older, established neighborhoods, and promote their revitalization through needed infrastructure improvements and new residential investment. Obj. 9: Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan(s):	The following goal and objectives from the *Community Growth Vision Statement* are relevant to this request: Goal 2: Improve High Point's older urban neighborhoods, while ensuring better future neighborhoods.
Zoning History:	In May 2000, the L-shaped parcel lying to the north of the site, which wraps around to the western boundary of the current zoning site, was rezoned from Light Industrial (LI) District and Residential Multifamily-12 (RM-12) District to a General Business (GB) District.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Hodgin Street	Local Street	73 ft.
	Burton Avenue	Major Thoroughfare	None *(approx. 140 ft. south of Burton Ave)*
Vehicular Access:	There will be a commercial type driveway access from Hodgin Street.		
Traffic Counts: *(Average Daily Trips)*	Burton Avenue	6,900 ADT *(2007 NCDOT traffic counts)*	
Estimated Trip Generation:	The proposed use will generate less than 10 trips in the AM and PM Peak hour each day.		
Traffic Impact Analysis:	**Required**	**Comment**	
	Yes / **No X**	None	
Pedestrian Access:	There are no pedestrian facilities in the vicinity of this development.		

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting rezoning to allow the construction of a 2,000 to 3,000 square foot specialty retail use upon the site. The applicant owns the commercial parcel to the east lying upon the opposite side of Hodgin Street, fronting Burton Drive, and is proposing to move that specialty retail use (Golf Shop) to the proposed zoning site. The applicant also owns the abutting commercial parcel to the north of the zoning site, but is proposing that the two properties remain as separate parcels.

Identified Issues

Major Issues:

- **None**

Minor Issues:

- **<u>Compatibility with the abutting residential area:</u>**
  - The site abuts a single family dwelling with multifamily zoning to the south and commercial uses and zoning along three sides (north, east & west). The request is not extending GB District uses further into the adjacent residential area. Currently, GB District zoning wraps around the site and the southern property line of the abutting commercial parcel lines up with the southern property line of the zoning site.
  - The limited area of the parcel and the fact that it is not fronting along Burton Road will most likely limit development of higher intensity commercial uses. Unless combined with abutting parcels so as to obtain frontage along Burton Road, staff anticipates development of the site will be of a limited intensity that would be in harmony with the adjacent residential neighborhood.
  - Uses within the adjacent residential neighborhood consist primarily of single family dwellings and some multifamily dwellings. However, this area is zoned Residential Multifamily-12 (RM-12) District which permits a variety of residential uses including single family, attached dwellings (townhomes or twin homes) and multifamily dwellings, all with a maximum density up to 12 units per acre. Thus, in the long term, it is anticipated that the smaller lots of the adjacent neighborhood will be combined in order to develop more intensive residential uses. The requested GB District use would be in harmony upon the perimeter of a higher density residential area.

- **Landscaping/screening next to residential uses.**
  - The Development Ordinance requires that a Type B planting yard be installed along the southern property line adjoining the residential property. The Type B planting yard requires an average width of 30 feet along the property line and the installation of 8 trees and 25 shrubs every 100 linear feet. The width of the planting yard can be reduced by 10 feet if a five foot opaque fence is installed.

Recommendation

Staff Recommends Approval

Based upon the surrounding zoning and land development pattern in this area, the buffer standards of the Development Ordinance, and the fact this request does not encroach into the residential area any further than existing commercial parcels in this area, staff recommends approval of the request to rezone this parcel to the GB District.

Required Action

Planning and Zoning Commission:

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

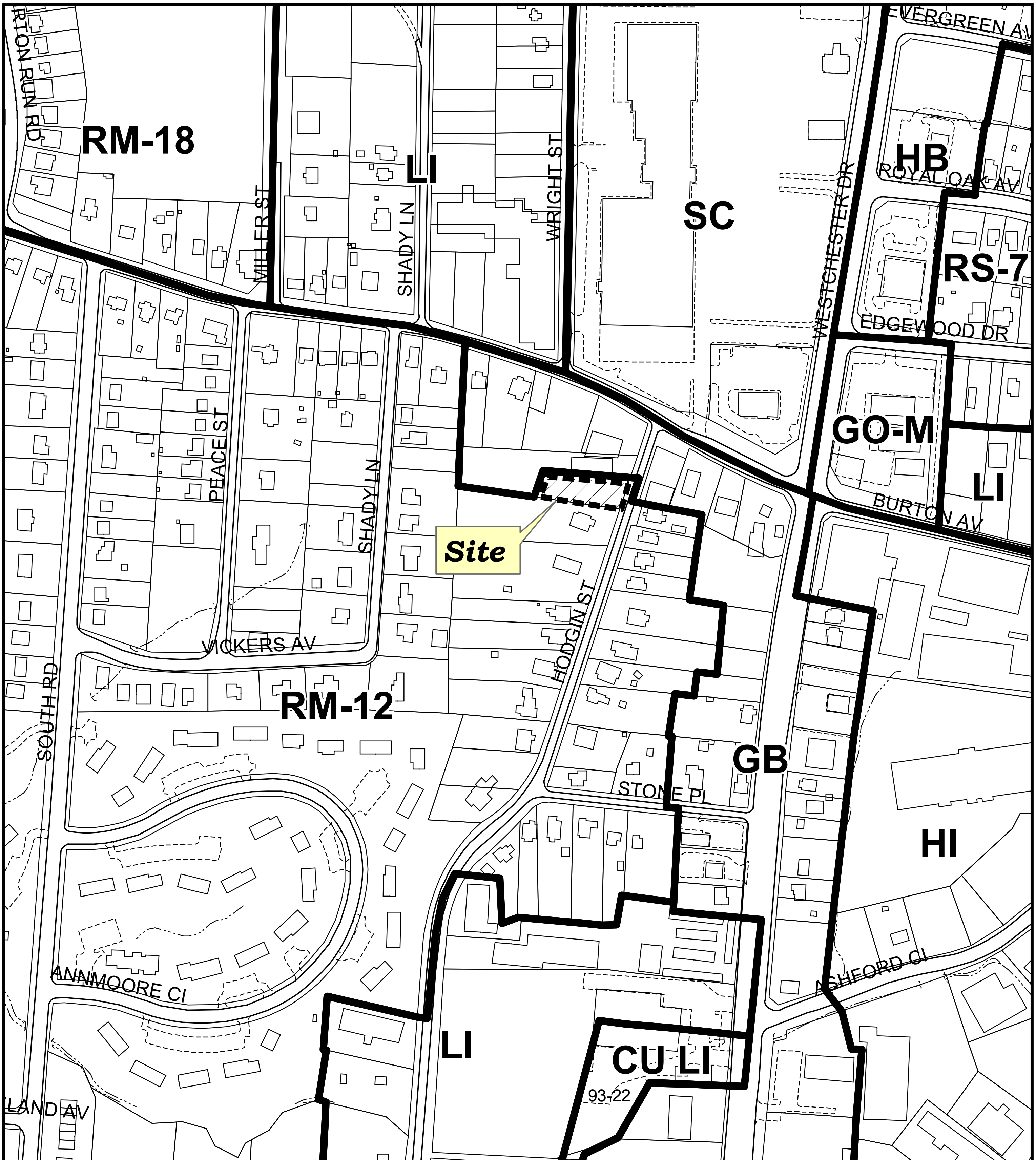
City Council:

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

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) Based upon Land Use Map and the current zoning pattern in this area, the requested GB District is generally consistent with the Land Use Plan; 2) The request is not introducing any new uses into this area and it does not encroach into the residential area any further than existing commercial parcels in this area; 3) The abutting residential area has a land use designation and zoning which permit multifamily uses with a density up to 12 units per acre. The allowance of commercial uses along the perimeter of such a multifamily zoning area would be in harmony with that area; and 4) The landscaping standards of the Development Ordinance will ensure that development of the site will be in harmony with the adjacent residential area. 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 AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Administrator and Lee Burnette AICP, Director.



REZONING CASE 09-03

From: Residential Multifamily-12
To: General Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

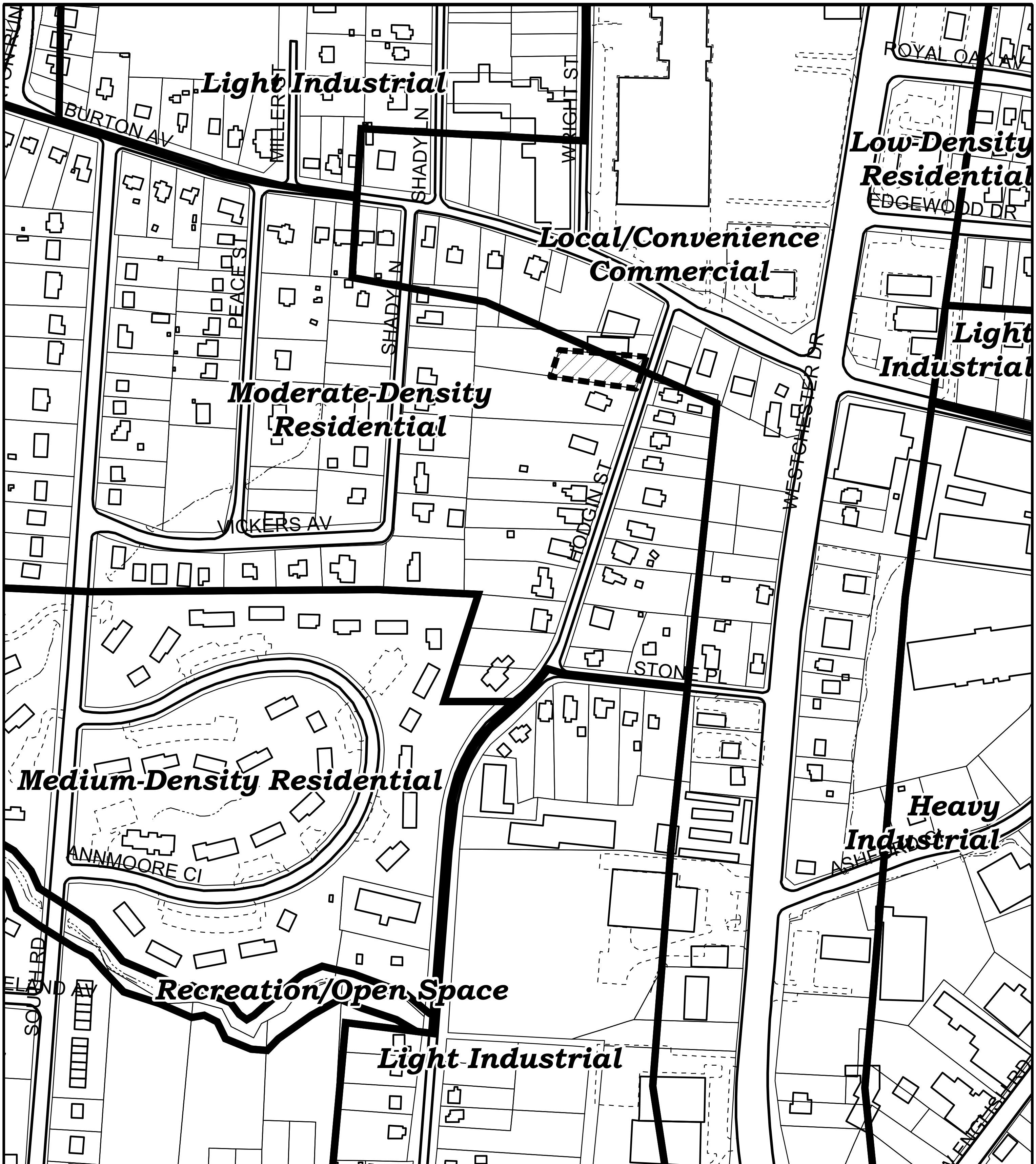
City of High Point

Date: March 9, 2009

N

Scale: 1'=300'

y:/ba-pz/2009/pz/z09-03.mxd



REZONING CASE 09-03

Land Use Plan

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: March 11, 2009

N

Scale: 1'=300'

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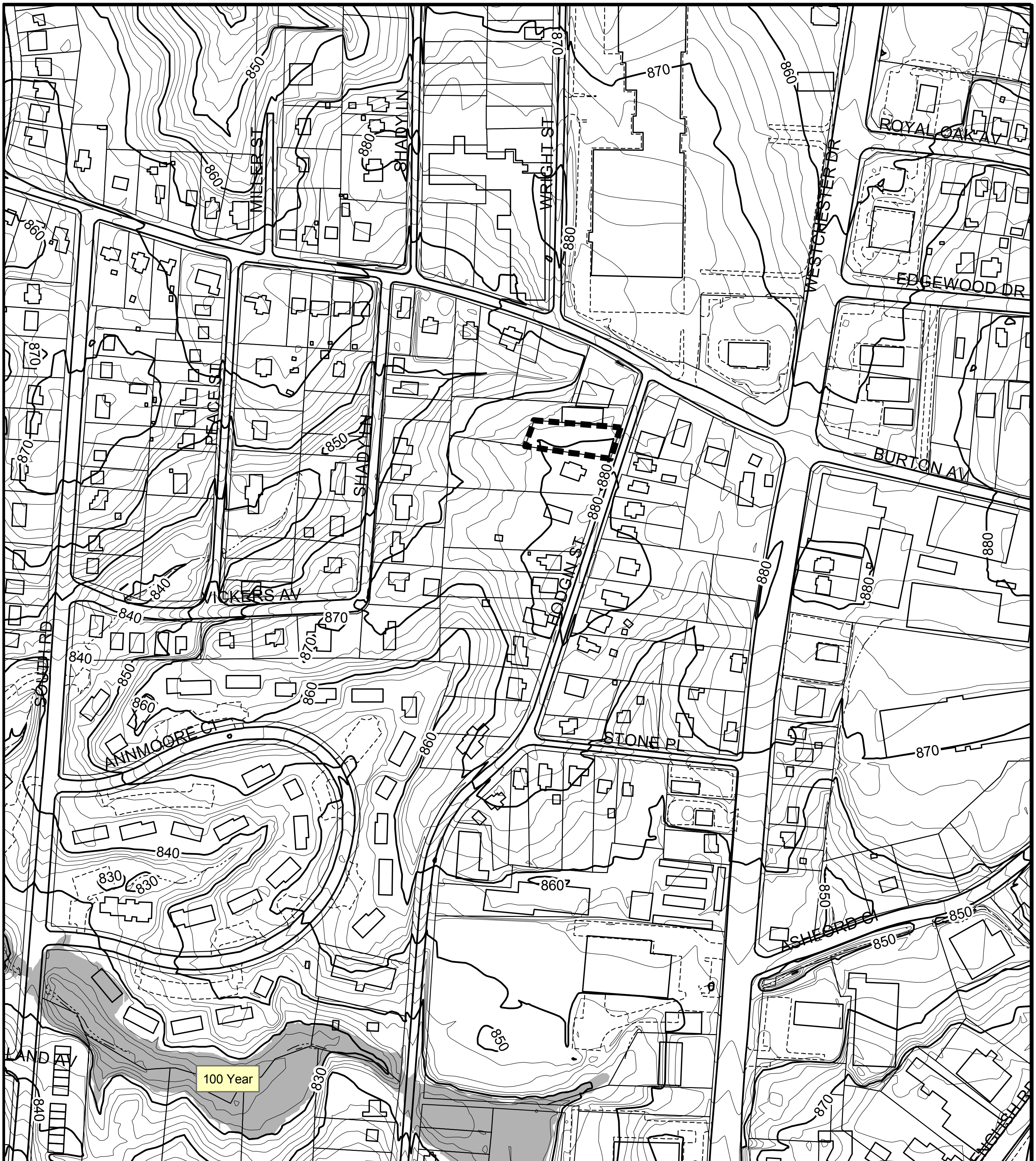

REZONING CASE 09-03

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: March 11, 2009

N

Scale: 1'=300'

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REZONING CASE 09-03

City of High Point
North Carolina

AGENDA ITEM

To: Strib Boynton, City Manager

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

Date: April 8, 2009

Subject: Interlocal Agreement with Cape Fear Public Transportation Authority for potential purchase of buses and bus equipment and parts

The North Carolina Department of Transportation Public with Cape Fear Public Transportation Authority acting as the lead agency is in the process of procuring and awarding a contract for the purchase of buses and bus equipment and parts. The contract will have a length of five years. The specifications will be written to allow North Carolina transit systems, including High Point Transit System, to participate in this procurement process.

Currently the City does not have plans to purchase buses within the next five years; however should the need for new buses arise in order for the City of High Point to participate, we must sign an interlocal agreement with Cape Fear Public Transportation Authority. Signing the agreement in no way obligates the City to purchase from the contract, but would simply allow the transit system to obtain new buses and bus equipment and parts in a quicker and less expensive manner if they so choose to do so within the next five years.

I recommend that City Council authorize the City Manager to sign the interlocal agreement with Cape Fear Public Transportation Authority to allow the transit system the option to purchase new buses and bus equipment and parts should it become necessary in the next five years.

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

INTERLOCAL AGREEMENT
FOR THE PROCUREMENT OF
BUSES AND BUS EQUIPMENT AND PARTS

BETWEEN

CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY

and

THE CITY OF HIGH POINT

****

This **INTERLOCAL AGREEMENT** is entered into this __ day of ____________, 2009, by and between the **CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY**, a North Carolina Public Transportation Authority (the "Procuring Agent") and the **CITY OF HIGH POINT**, a North Carolina entity with the status of a North Carolina Municipal Corporation (City) (the "Principal");

Section 1. **Purpose of Agreement.** The purpose of this Agreement ("Agreement") is to allow the parties to obtain buses and bus equipment and parts more quickly and less expensively than if they procured them independently.

Section 2. **Delegation of Authority.** The Principal hereby delegates to the Procuring Agent the authority to conduct a bid procurement for the manufacture and delivery of low floor transit buses, alternate equipment, optional equipment, and identified spare parts (said buses, equipment, and spare parts are referred to hereafter as the "Goods") and to enter into procurement contract(s) for the purchase of the Goods on behalf of the Principal. This Agreement does not obligate the Principal to purchase any of the Goods.

Section 3. **Effective Date of Agreement.** This Agreement shall become effective ________________________ _______, 2009.

Section 4. **Procurement Procedures.** The Procurement shall conform to the terms and Conditions set forth in the March 2009 document entitled "North Carolina Consolidated Bus Procurement - Cape Fear Public Transportation Authority, Lead Agency", except to the extent, if any, that the Procuring Agency finds, after consultation that it is appropriate to vary from that document.

Section 5. __Award of Contract.__ The bids shall be reviewed by the persons designated by the Procuring Agent and the Principal, and they will present a recommendation to the Authority Board of the Procuring Agent for the award of the procurement contract(s). The Authority Board of the Procuring Agent may consider, but is not bound by the recommendation. Once the procurement contract(s) have been executed by the Procuring Agent and the vendor(s), a copy of procurement contract(s) shall be forwarded to the Principal. Upon receipt of the procurement contract(s) the Principal may issue its individual Purchase Order(s) to the vendor(s) that has/have executed the procurement contract(s). The Principal shall thereby buy the Goods from the vendor(s) and not from the Procuring Agency. In no event will the Procuring Agent assume any responsibility for any contract resulting from this agreement between any Principal and any bus or bus equipment provider(s).

Section 6. __Record Retention.__ The Procuring Agent and the Principal agree to retain all documentation relating to the procurement for a period of not less than three years after the date of the last vehicle delivery pursuant to the procurement, except in the event of litigation or settlement of claims arising from the performance of the procurement contract(s), in which case the Procuring Agent and Principal agree to maintain same until all such litigation, appeals, claims or exceptions related thereto have been resolved.

Section 7. __Miscellaneous.__

(a) Duration. This Agreement shall be perpetual, unless terminated earlier by mutual agreement. The governing body of each party hereto has determined that duration to be reasonable. On such termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives.

(b) Appointment of Personnel. The Authority Board Chairperson shall designate persons to carry out the Procuring Agent's obligations under this Agreement. The City Manager shall designate persons to carry out the Principal's obligations under this Agreement.

(c) Amendment and Termination. This Agreement may be amended or terminated by agreement of the parties.

(d) Benefit of Agreement. This Agreement is for the benefit of only the parties hereto and not any other person, firm, or corporation.

(e) Nature of Agreement and Transaction. The Procuring Agent's sole responsibilities under this Agreement are to conduct a bid procurement as described in this Agreement and to enter into the procurement contract(s) for the benefit of the Principal, also as described in this Agreement. In performing under this Agreement, the Procuring Agent is acting as the agent for the Principal, provided that the Procuring Agent may also purchase Goods for itself in the same procurement process. The Procuring Agent does not warrant, or give any opinion, that this procedure, by which the Procuring Agent solicits bids and enters into procurement contract(s) on behalf of the Principal, will be successful, lawful, in compliance with regulations, or effective. The Principal shall not hold the Procuring Agent liable for any deficiencies in, or failure of, this procedure. The Procuring Agency shall not be liable for any breach of the procurement contract(s) by the vendor(s) or by the Principal, and the Purchase Order(s) issued by the Principal shall so state. The Principal shall indemnify the Procuring Agent for, and hold the Procuring Agent harmless from, any claim by any person, firm, or corporation regarding this procedure or regarding the sale or purchase of the Goods. The Procuring Agent shall not be considered the buyer or seller of any of the Goods, and the PROCURING AGENT SHALL NOT BE LIABLE TO THE PRINCIPAL ON ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) with respect to any of the Goods.

Section 8. Governing Law and Forum. This Agreement shall be construed and interpreted in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement that are between the parties to this Agreement shall be the North Carolina General Court of Justice, in New Hanover County. The preceding sentence does not govern actions between the Principal and any person, firm, or corporation other than the Procuring Agent.

Section 9. Cape Fear Public Transportation Authority Policy. The Cape Fear Public Transportation Authority (Wave Transit) is committed to ensuring that no person is excluded from participating in or denied the benefits of any the authority's services on the basis of race, color, national origin, sex, age, disability or socioeconomic status as protected by Title VI of the Civil Rights Act of 1964 and the Executive Order on Environmental Justice. Anyone believing to have been subjected to discrimination under Title VI by the authority, its employees or agents, are entitled to file a complaint.

This Agreement has been executed by the Principal and the Procuring Agent by and through duly authorized representatives.

CAPE FEAR PUBLIC

TRANSPORTATION AUTHORITY

(seal) By:____________________________

William Bryden, Chairman

ATTEST:

____

George Dolan, Secretary

CITY OF HIGH POINT

Principal

(seal) By:____________________________

Strib Boynton, City Manager

name/title

ATTEST:

____

Lisa Vierling, City Clerk

name/title

APPROVED AS TO FORM

____

Andrew W. Olsen, Legal Counsel

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

____

Catherine C. Beasley, CPA, Finance Director

MEMORANDUM

April 13, 2009

To: Honorable Mayor & City Council
From: G. Lee Burnette, AICP, Director
Subject: **Request to Initiate Zoning Map Amendment for the intersection of S. College Drive & Leonard Avenue**

Staff has recently evaluated property in the vicinity of the intersection of S. College Drive and Leonard Avenue. The four-corners of this intersection are all zoned for multifamily uses, however, three of the corners are developed with institutional uses with the remaining corner being undeveloped but owned by an adjacent church. Uses at this intersection consist of the following:

Northwest corner: City of High Point Police Station and City of High Point recreational center (Morehead Recreational Center).

Southwest corner: St. Stephens AME Zion Church.

Southeast corner: Baldwin's Chapel Seventh Day Adventist Church.

Northeast corner: Vacant parcel owned by Baldwin's Chapel Seventh Day Adventist Church.

The Planning & Development Department recommends that City Council initiate a rezoning of parcels at this intersection (see attached map) from its current Residential Multifamily-8 (RM-8) and Residential Multifamily-12 (RM-12) Districts to a Public & Institutional (PI) District based upon the following:

- Concentration of institutional uses at this intersection.
- Baldwin's Chapel desires to conduct temporary outdoor religious events (tent revival services) upon the separate vacant parcel they own. Outdoor religious events are not permitted in residential zoning districts, but would be allowed in the PI District as a temporary event.
- Current police station (i.e. Government Office Use) is not permitted in residential zoning districts. The current facility is an existing non-confirming use and may continue to operate but is limited in the manner in which it could expand in the future. This non-conformity would be eliminated if rezoned to PI District.

These existing institutional uses at this intersection are long standing facilities and the PI District more accurately reflects the manner in which this intersection has developed.

Administration	Planning Services	Development Services	Inspection Services
336.883.3328	336.883.3328	336.883.3328	336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www.high-point.net/plan Permit Fax: 336.883.8518 TDD 336.883.8517

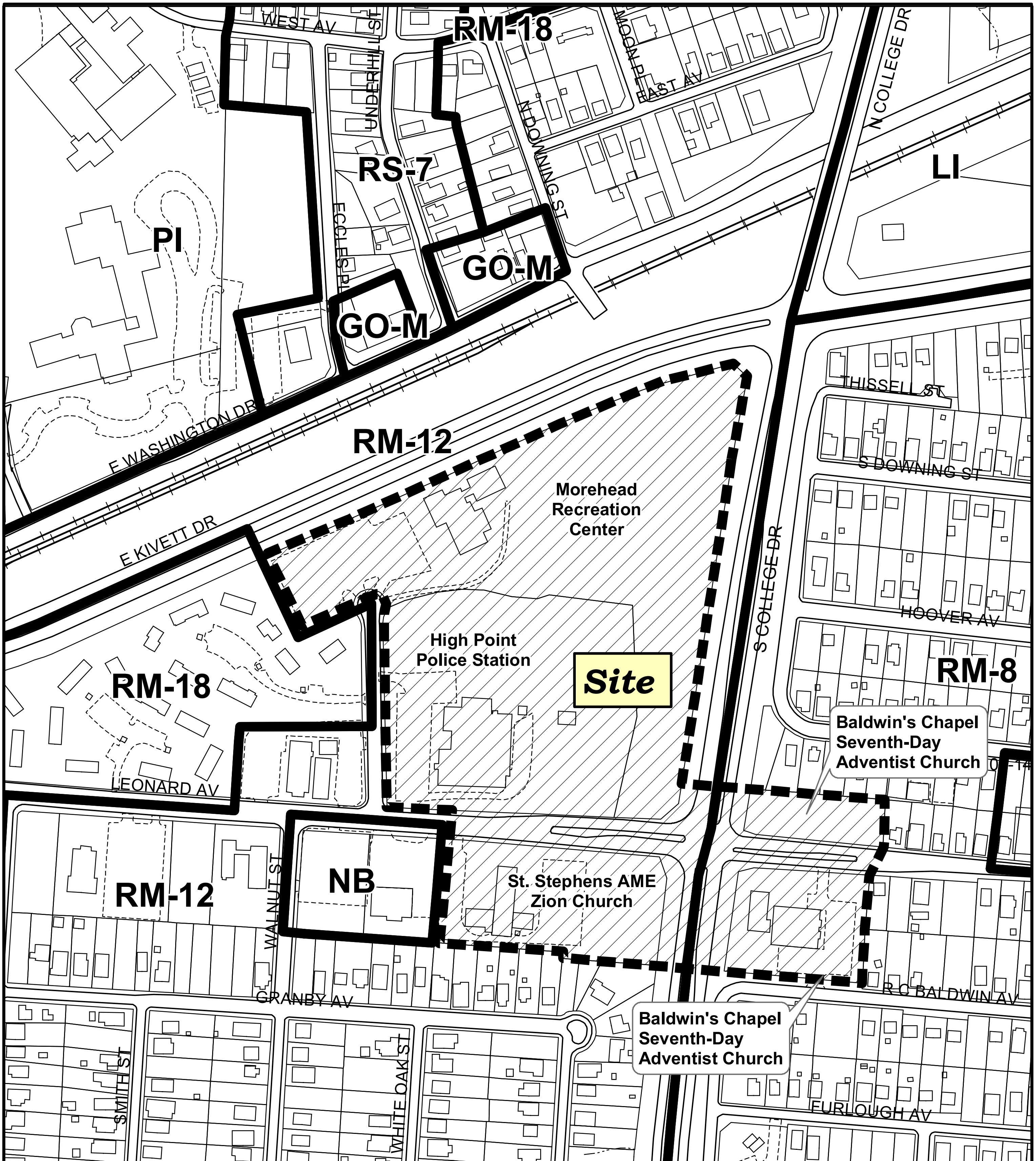
Staff has conducted preliminary inquiries by letter and by telephone calls to the property owners and there were no initial objections to this proposal. As part of any rezoning application the affected property owners and property owners within 300 feet of the zoning site will be notified by first class mail of both the Planning & Zoning Commission and City Council public hearing meetings.

Should City Council initiate this proposal, the application would be heard and considered by the Planning & Zoning Commission at their May 26th regular meeting and by the City Council at the June 15th meeting.

If you have any questions, please contact me.

Attachments: Maps

cc: Strib Boynton, City Manager
Randy McCaslin, Assistant City Manager
Fred Baggett, City Attorney
Jim Fealy, Police Chief
Allen Oliver, Parks & Recreation Director
Lisa Vierling, City Clerk



From: RM-8 & RM-12
To: PI

Existing Zoning Boundary ————

Subject Property Boundary - - - - - - -

Planning & Development Department

City of High Point

Date:

N

Scale: 1'=300'

y:/ba-pz/2009/pz/
leonard-college.mxd

2009 JUSTICE ASSISTANCE GRANT

"JAG"

2009 Award to Three Jurisdictions $1,708,424.00

JAG grant awards are direct to local jurisdictions. They are formula-based, non-competitive; there is no match. High Point is again the lead administrative agency for these grant funds.

The Sherriff's Office is certified at 20% disparity by the NC Attorney General's office, which means Greensboro and High Point each must give 20% of their award to GCSO. Reasoning is that while the county's crime numbers are not as high as the cities', the Sheriff is responsible to house prisoners arrested from all three jurisdictions, not only those arrested by deputies.

PROPOSED SPENDING OF 2009 JUSTICE ASSISTANCE FUNDS

Guilford County Sheriff's Department will use the 2009 JAG Funds ($435,688.80) to purchase 9 equipped patrol cars at a cost of $410,526.00; 18 bulletproof vest $13,500.00 18 pistols $9262.80; and 18 shotguns $2,400.00.

Greensboro Police Department will use 2009 JAG Funds ($949,813.60) to purchase equipment for officers at a cost of $169,500.00; hand-held communication radios $156,000.00; patrol cars $345,000.00; equipment for patrol cars $113,250.00; in car communication radios $67,500.00; and lease of toughbooks with air cards for three years $108,000.00. The City of Greensboro will budget for the difference of $9,436.40 above the award amount.

The High Point Police Department will use 2009 JAG Funds ($322,921.60) to purchase 12 patrol cars equipped with light bar, decals and shield $313,920.00 and 4 MDT computers 9001.60.

Publish four (4) consecutive weeks: **April 24, May 1, 8, & 15, 2009**

RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT
(Case # SA09-10)

WHEREAS, the City Council has been requested to close an unnamed right-of-way, lying south of West Market Center Drive, between Prospect Street and Starr Drive.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, May 18, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

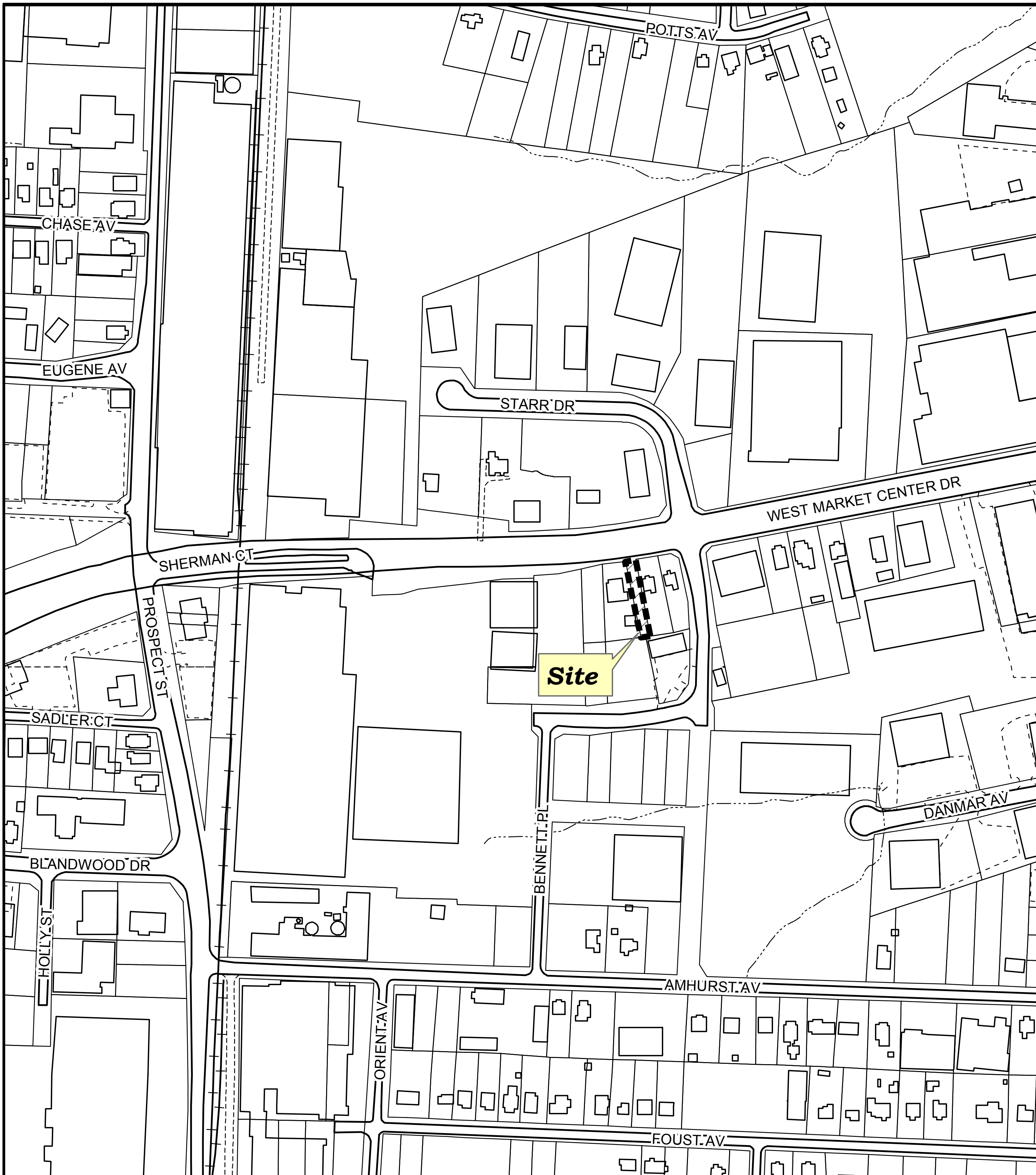
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 20th day of March 2009.

Lisa B. Vierling, City Clerk

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



STREET ABANDONMENT REQUEST SA09-10

Applicant: Technical Review Committee
Area: 0.09 acres

Location of requested street abandment

Planning & Development Department

City of High Point

Date: April 13, 2009

N

Scale: 1'=300'

y:/ba-pz/2009/pz/sa09-10.mxd

Publish four (4) consecutive weeks: **April 24, May 1, 8, & 15, 2009**

RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT
(Case # SA09-09)

WHEREAS, the City Council has been requested to close a portion of right-of-way known as Ridgeway Place, lying south of W. Ward Avenue, between Prospect Street and Lincoln Drive.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, May 18, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

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

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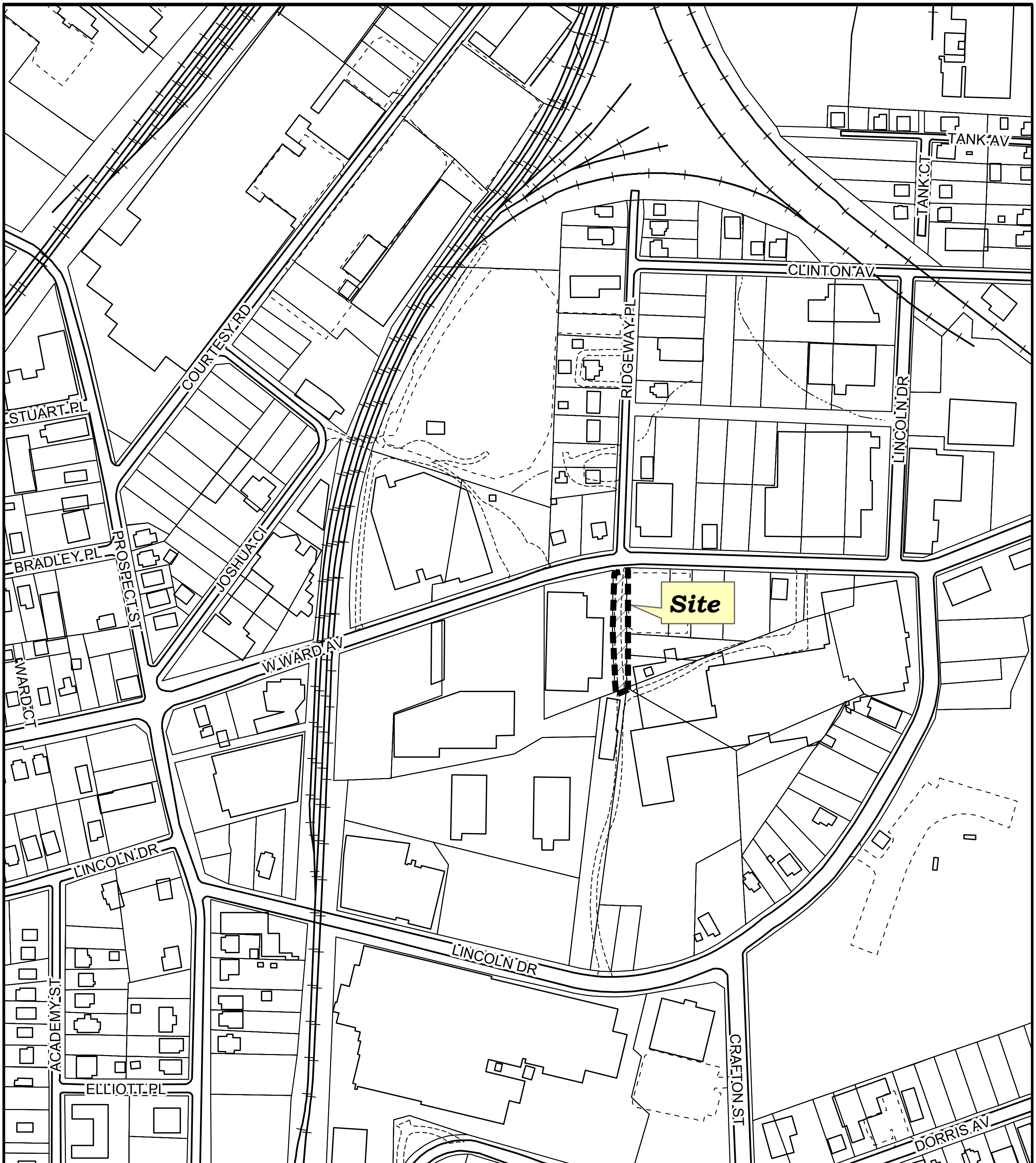

STREET ABANDONMENT REQUEST SA09-09

Applicant: Technical Review Committee
Area: 0.20 acres

Location of requested street abandment

Planning & Development Department

City of High Point

Date: April 13, 2009

N

Scale: 1'=300'
y:/ba-pz/2009/pz/sa09-09.mxd