

City of High Point

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

Meeting Agenda

Monday, March 19, 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, Corey

120052 Budget Ordinance Amendment - Lease Purchase Financing - Network Storage Solution

Adoption of a budget ordinance amending the 2011-2012 Budget Ordinance to appropriate funding for the purchase electronic storage equipment in the amount of \$675,000.00

120053 Resolution - Lease Purchase Financing - Network Storage Solution- BB&T Governmental Finance

City Council is requested to authorize the City Manager and Financial Services Director to accept the proposal for the lease-purchase agreement with BB&T Governmental Finance, to authorize the borrowing as evidenced in the attached resolution, and to prepare and execute the necessary documents in connection with the financing agreement to purchase electronic network storage equipment.

120054 Network Storage Equipment Purchase - PlanIT Technology Group

Council is requested to authorize an agreement with PlanIT Technology Group for the purchase of a new network storage solution in the amount of \$675,000.00.

120055 Municipal Agreement - NCDOT - Utilities Relocation - Surrett Drive Bridge Improvements

Council is requested to authorize staff to execute a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the relocation of utilities in the amount of \$291,000.00 as a result of Surrett Drive bridge improvements.

120056 Professional Services Contract - Clarion Associates - UPDATE High Point Project

City Council is requested to 1) approve the attached resolution providing an exemption to the qualifications based selection process for the purchase of services by the Planning and Development Department; and 2) approve the contract for professional services from Clarion Associates in the amount of \$320,645. The funds for this project are available through HUD Grant Funds in the amount of \$200,645 and the \$120,000 local grant match appropriated by City Council at their February 20, 2012 meeting.

120062 Supplemental Agreement - NCDOT - Depot Repairs and Maintenance

Council is requested to authorize staff to execute a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for repairs and maintenance at the High Point Train Station (the Depot).

120063 Contract Renewal - The Ferguson Group

Council is requested to approve and authorize the City Manager to execute a one-year extension (April 1, 2012 to March 31, 2013) with the Ferguson Group to assist in securing federal funds and related legislative matters of interest to the City. No increase in current fees of \$10,000 per month.

120064 Sublease Agreement for High Railroad Depot

Council is requested to authorize the City Manager to enter into a Sublease Agreement with Otis and Jeelan Jones for a portion of the High Point Railroad Station and Depot to operate a Coffee Shop.

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

Committee Members - Alexander, Douglas, Corey

120057 Ordinance - Vacate/Close Structure - 616 Caudell Place

Adoption of an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 616 Caudell Place belonging to Gripper Family Trust/Rose E. Gripper, Trustee.

120058 Ordinance - Demolition of Structure - 1229 Tank Court

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1229 Tank Court belonging to Mark E. Hamilton.

120059 Ordinance - Demolition of Structure - 1233 Tank Court

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1231 Tank Court belonging to James Logan.

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

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

2/20/2012 Committee of the Whole postponed

Public Safety &
Community Development
Committee

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

Committee Members - Sims, Henley, Moore

Pending Items

120041 Reinstatement of Commission Member- Planning & Zoning Commission

Consideration of the reinstatement or replacement of Keith McInnis, who lost voting status on the Planning & Zoning Commission due to non-compliance with the city's attendance requirement.

PUBLIC HEARINGS ON ITEMS

Planning , Economic Development & Information Technology Committee - Council Member Whitley, Chair

120060 Special Use Permit 12-01 - Anthony Lepore - Woodrow Avenue

A request by Anthony Lepore for a Special Use Permit to allow an accessory dwelling unit within the Residential Single Family-7 (RS-7) District. The site is lying along the north side of Woodrow Avenue, approximately 210 feet east of Brookside Drive (327 Woodrow Avenue).

120061 Ordinance - Rezoning Case 12-01 - Oak Hollow Development, LLC

A request by Oak Hollow Development, LLC to rezone approximately 3.35 acres from the Conditional Use Shopping Center (CU-SC) District and Residential Multifamily-12 (RM-12) District to a Conditional Zoning Shopping Center (CZ-SC) District. The site is lying along the south side of E. Hartley Drive, approximately 850 feet east of Johnson Street (1400 E. Hartley Drive).

ADJOURNMENT

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

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 616 Caudell Place

OWNER: Gripper Family Trust
Rose E Gripper, Trustee

FIRST INSPECTION Number of Violations: Major 5 Minor 16
1-17-2012 1) dining room receptacle pulled from sheetrock wall and cover plates missing in one bedroom
2) exposed wiring from panel box needs to be protected by an approved covering to prevent shock
3) wall mounted heating equipment needs unsafe gas line rerouted and protected from foot traffic
4) dryer exhaust not vented to outside
5) no smoke detectors

HEARING RESULTS:
2-1-2012 The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to the Burns Hill Neighborhood targeted inspection request. At the time of the initial inspection, the dwelling was occupied by 2 adults and 2 children. The unit is still occupied. The ordinance is requested to allow the inspector to close, vacate and placard the dwelling in accordance with State statutes.

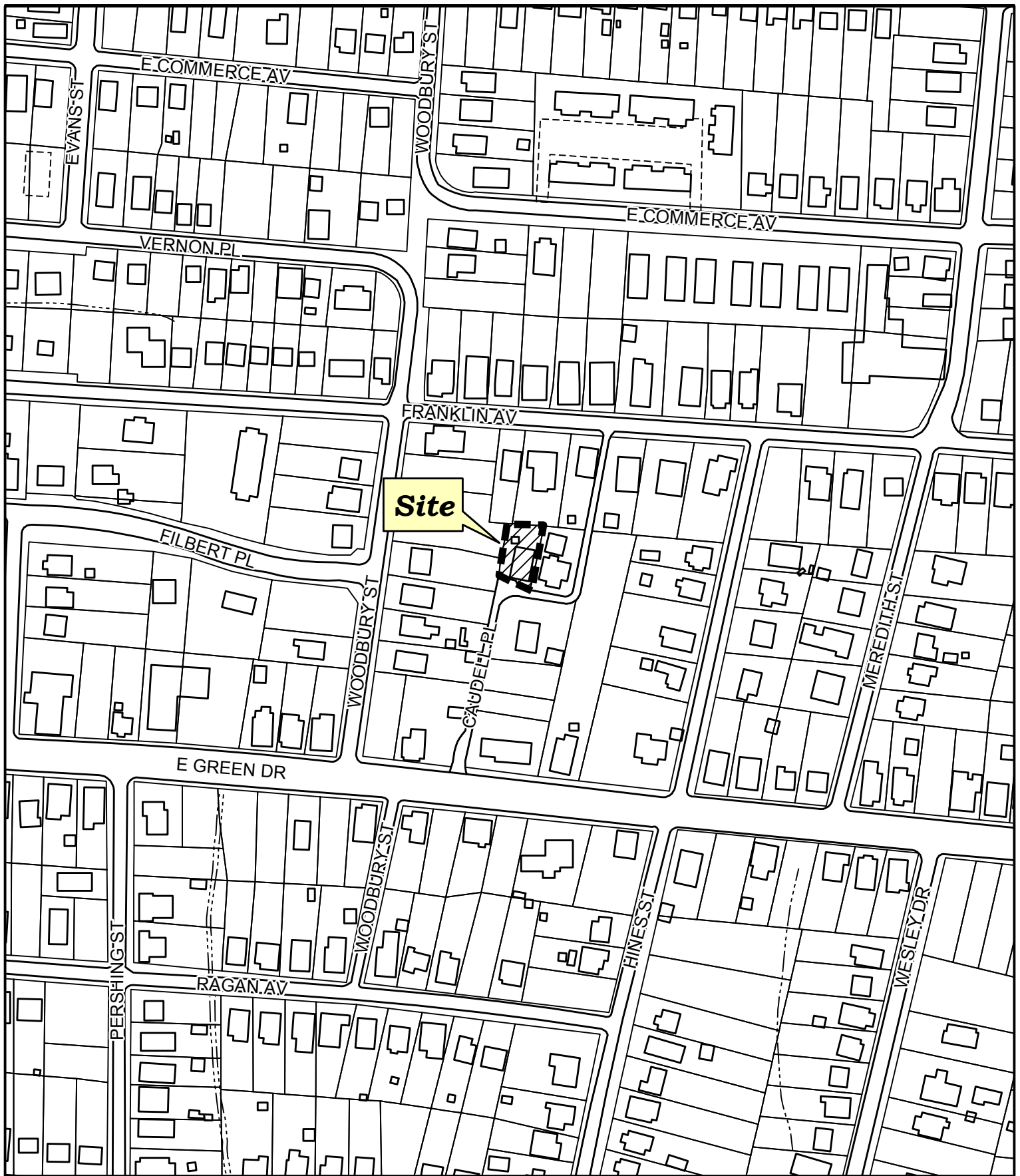
ORDER(S) ISSUED:
2-1-2012 Order to Repair or Vacate with a compliance date of 3-1-2012

APPEALS: No appeals to date.

OWNER ACTIONS: The owner has hired a contractor to make the necessary repairs. On 2-22-2012, the inspector met the contractor on site to review the violations. To date, repairs have not started and no permits have been obtained

EXTENSIONS: None requested by the owner.

CURRENT STATUS:
3-9-2012 Conditions still exist. Dwelling is still occupied



616 Caudell Place

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: March 12, 2012



Scale: 1"=200'
y:/ba-pz/Inspection/vacate



616 Caudell Place



616 Caudell Place



Memo To: Mayor and City Council Members

From: Strib Boynton

Date: March 14, 2012

Subject: Ferguson Group Contract Extension

Monday's agenda includes a recommended one (1) year extension to our contract with The Ferguson Group (TFG) for continuing assistance with federal funding, legislation and other issues. There is no change in the current \$10,000 monthly (\$120,000 annual) fee.

A copy of our 2012-2013 Washington Agenda is attached for your review. The Washington Agenda was reviewed and discussed earlier this week with TFG and the Council Members attending the NLC Conference in Washington.

As you know from past years, our Washington Agenda is an outline that evolves as opportunities evolve during the year.

Your approval is recommended and requested.

Thank
Strib

AGREEMENT
CITY OF HIGH POINT, NORTH CAROLINA
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of High Point, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C., focusing on securing federal funds for the client's projects;
- B. represent the client regarding legislative and appropriations matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative appropriations;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. assist the client in drafting legislation and congressional testimony;
- J. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- K. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- L. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- M. review and assist in developing the client's Federal Agenda;
- N. consult the client's elected officials and government affairs team on federal legislative affairs;
- O. alert the client to relevant federal and foundation competitive grant opportunities;
- P. cultivate relations with federal agencies, garner congressional support, and provide every other level of support in general needed to improve the client's ability to obtain competitive grants;
- Q. assist with drafting legislation;
- R. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.;
- S. submit periodic reports providing the latest information on issues of interest to the client; and
- T. provide an annual report giving an overview of TFG's work over the past year and a forecast of issues to be faced in the upcoming year.

2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$10,000 per month one month in advance for professional services;
- B. reimburse TFG for expenses, not to exceed \$5,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on

the client's policies and programs;

F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

- A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
- B. perform any legal, engineering, accounting or other similar professional services; and
- C. represent any other governmental client in Guilford, Davidson or Randolph Counties unless otherwise approved in advance by the City of High Point.

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

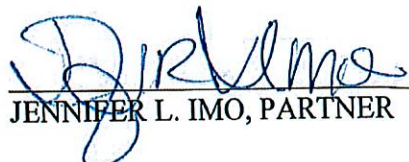
This agreement is for the period beginning on April 1, 2010 and ending on March 31, 2011. Contractual time may be extended upon written mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

CITY OF HIGH POINT, NC

THE FERGUSON GROUP, L.L.C.

By _____
STRIB BOYNTON, CITY MANAGER


JENNIFER L. IMO, PARTNER

Date _____

3.15.11

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO VACATE AND CLOSE CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 6, 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 vacated and closed, and it further finds as a fact that the owner has been ordered to secure 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 securing 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

616 Caudle Place

OWNER(S)

Rose E. Gripper
2200 W 156th St.
Compton, CA 90220

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 from and after its passage as by law provided.

Adopted by City Council
This the 19th day of March, 2012

Lisa B. Vierling, City Clerk



Date: February 24, 2012

To: Pat Pate
Assistant City Manager

From: Steve Lingerfelt *SLC*
Director of Information Technology Services

Subject: Network Storage Purchase

The Department of ITS requests permission to purchase a network storage solution to replace its current network storage devices that are approaching the end of life cycle. The vendor of choice is PlanIT Technology Group and they are offering an upgraded network storage solution with State Contract pricing.

The cost of the network storage solution is \$675,000. It is my recommendation that we enter a 4 year lease purchase agreement with BB&T Governmental Finance with a quarterly payment of \$43,526.55. BB&T Governmental Finance is the lowest bidder to finance the purchase with a rate of 1.48%.

The new network storage solution will support the City's growing storage needs over the next five years and can be scaled upwards as needed.

Cc: Jeff Moore
Director of Finance

Presented To:
CITY OF HIGH POINT

P.O. BOX 230
HIGH POINT, NC 27261

Prepared By:
PLANIT Technology Group
MICHAEL SHOOK
100 LANDMARK SQUARE
VIRGINIA BEACH, VA 23452

Date Printed: 02/16/2012
Quote Expires: 03/21/2012

F.O.B.: ORIGIN

Terms: Net 30

NOTES:

NETAPP
State Contract Reference 204J

Line	Part #	Description	Qty	Price	Ext. Price
(A) NETAPP FAS3240 HARDWARE					
1	DOC-32XX-C	DOCUMENTS,32XX,-C	1	0.00	0.00
2	DS4243-0724 -24A-R5-C	DSK SHLF,24X1.0TB,7.2K,SATA,IOM3,-C,R5	2	41,964.00	83,928.00
3	DS4243-1514 -24S-R5-C	DSK SHLF,24X600GB,15K,3GB SAS,IOM3,-C,R5	1	68,030.00	68,030.00
4	FAS-V32XX- CHASSIS-R6- C	FAS/V32XX,CHASSIS,AC PS,-C,R6	2	0.00	0.00
5	FAS3240AE-I B-BASE-R6	FAS3240 HA SYSTEM WITH CONTROLLER & IOXM	2	19,250.00	38,500.00
6	X1139A-R6-C	ADPT 2-PORT UNIFIED TARGET 10GBE SFP+ PCIE,-C	2	4,500.00	9,000.00
7	X1971A-R5-C	FLASH CACHE 512GB PCIE MODULE,-C	2	49,000.00	98,000.00
8	X2054A-R6-C	HBA 4-PORT OPTICAL 4GB DISK PCIE,-C	2	4,000.00	8,000.00
9	X2065A-R6-C	HBA SAS 4-PORT COPPER 3/6 GB QSFP PCIE,-C	2	2,000.00	4,000.00
10	X6536-R6-C	CABLE,CNTLR-SHELF/SWITCH,5M,LC/LC,OP,-C	2	150.00	300.00
11	X6553-R6-C	CABLE,CNTLR-SHELF/SWITCH,2M,LC/LC,OP,-C	4	125.00	500.00
12	X6557-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,0.5M,-C	2	0.00	0.00
13	X6558-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,2M,-C	4	125.00	500.00
14	X6559-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,5M,-C	4	170.00	680.00
15	X6560-R6-C	CABLE,ETHERNET,0.5M RJ45 CAT6,-C	2	0.00	0.00
16	X6561-R6-C	CABLE,ETHERNET,2M RJ45 CAT6,-C	1	0.00	0.00
17	X6562-R6-C	CABLE,ETHERNET,5M RJ45 CAT6,-C	4	0.00	0.00
18	X6589-R6-C	SFP+ OPTICAL 10GB SHORTWAVE,-C	4	795.00	3,180.00

(A) NETAPP FAS3240 HARDWARE

19	X800-42U-R6 -C	CABINET COMPONENT POWER CABLE,-C,R6	12	0.00	0.00
20	X870C-R6-C	CAB,DEEP,EMPTY,NO PDU,NO RAILS,-C	1	3,550.00	3,550.00
21	X8712C-R6-C	PDU,1-PHASE,12 OUTLET,30A,NEMA,-C,R6	4	550.00	2,200.00
22	X8778-R6-C	MOUNTING BRACKET,TIE-DOWN,32X0,-C,R6	2	50.00	100.00
23	X877B-R6-C	RAIL KIT II, CAB,-C,R6	5	0.00	0.00

Subtotal for (A) NETAPP FAS3240 HARDWARE: \$320,468.00

(B) NETAPP FAS3240 SOFTWARE

24	SW-3240A-C OMP-BNDL-C	SW,COMPLETE BNDL,3240A,-C	2	108,350.00	216,700.00
25	SW-3240A-O NTAP8-C	SW,DATA ONTAP ESSENTIALS,3240A,-C INCLUDES: ISCSI, FCP, CIFS, NFS, SNAPRESTORE, SNAPVAULT, SNAPMIRROR, FLEXCLONE, SNAPDRIVE FOR WINDOWS, SNAPDRIVE FOR UNIX, SNAPMANAGER FOR: EXCHANGE, SQL, SHAREPOINT, ORACLE, SAP, VI, HYPER-V, SMBR, SNAPLOCK COMP AND SNAPLOCK ENT	2	0.00	0.00
26	SW-FLASH-C ACHE-C	SW,FLASH CACHE,-C INCLUDES HTTP, ONE PROTOCOL OF CHOICE, DEDUP (ASIS), NEARSTORE, SYNCMIRROR, DSM/MPIO, MULTISTORE, AND FLEXCACHE - SYSTEM MGR	2	0.00	0.00

Subtotal for (B) NETAPP FAS3240 SOFTWARE: \$216,700.00

(C) NETAPP FAS3240 SUPPORT - 36 MONTHS ASP SUPPORT

27	CS-S-SSP-4R	4HR PARTS REPLACE AND SW SUPPORT	1	107,098.65	107,098.65
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Subtotal for (C) NETAPP FAS3240 SUPPORT - 36 MONTHS ASP SUPPORT: \$107,098.65

(D) NETAPP FAS3240 HARDWARE

28	DS4243-0724 -24A-R5-C	DSK SHLF,24X1.0TB,7.2K,SATA,IOM3,-C,R5	2	41,964.00	83,928.00
29	DS4243-1514 -24S-R5-C	DSK SHLF,24X600GB,15K,3GB SAS,IOM3,-C,R5	1	68,030.00	68,030.00
30	FAS-V32XX- CHASSIS-R6- C	FAS/V32XX,CHASSIS,AC PS,-C,R6	2	0.00	0.00
31	FAS3240AE-I B-BASE-R6	FAS3240 HA SYSTEM WITH CONTROLLER & IOXM	2	19,250.00	38,500.00
32	X1139A-R6-C	ADPT 2-PORT UNIFIED TARGET 10GBE SFP+ PCIE,-C	2	4,500.00	9,000.00
33	X1971A-R5-C	FLASH CACHE 512GB PCIE MODULE,-C	2	49,000.00	98,000.00
34	X2054A-R6-C	HBA 4-PORT OPTICAL 4GB DISK PCIE,-C	2	4,000.00	8,000.00
35	X2065A-R6-C	HBA SAS 4-PORT COPPER 3/6 GB QSFP PCIE,-C	2	2,000.00	4,000.00
36	X6536-R6-C	CABLE,CNTLR-SHELF/SWITCH,5M,LC/LC,OP,-C	2	150.00	300.00
37	X6553-R6-C	CABLE,CNTLR-SHELF/SWITCH,2M,LC/LC,OP,-C	4	125.00	500.00
38	X6557-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,0.5M,-C	2	0.00	0.00

(D) NETAPP FAS3240 HARDWARE

39	X6558-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,2M,-C	4	125.00	500.00
40	X6559-R6-C	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,5M,-C	4	170.00	680.00
41	X6560-R6-C	CABLE,ETHERNET,0.5M RJ45 CAT6,-C	2	0.00	0.00
42	X6561-R6-C	CABLE,ETHERNET,2M RJ45 CAT6,-C	1	0.00	0.00
43	X6562-R6-C	CABLE,ETHERNET,5M RJ45 CAT6,-C	4	0.00	0.00
44	X6589-R6-C	SFP+ OPTICAL 10GB SHORTWAVE,-C	4	795.00	3,180.00
45	X800-42U-R6 -C	CABINET COMPONENT POWER CABLE,-C,R6	12	0.00	0.00
46	X870C-R6-C	CAB,DEEP,EMPTY,NO PDU,NO RAILS,-C	1	3,550.00	3,550.00
47	X8712C-R6-C	PDU,1-PHASE,12 OUTLET,30A,NEMA,-C,R6	4	550.00	2,200.00
48	X8778-R6-C	MOUNTING BRACKET,TIE-DOWN,32X0,-C,R6	2	50.00	100.00
49	X877B-R6-C	RAIL KIT II, CAB,-C,R6	5	0.00	0.00
50	DOC-32XX-C	DOCUMENTS,32XX,-C	1	0.00	0.00

Subtotal for (D) NETAPP FAS3240 HARDWARE: \$320,468.00

(E) NETAPP FAS3240 SOFTWARE

51	SW-3240A-C OMP-BNDL-C	SW,COMPLETE BNDL,3240A,-C	2	108,350.00	216,700.00
52	SW-3240A-O NTAP8-C	SW,DATA ONTAP ESSENTIALS,3240A,-C	2	0.00	0.00
53	SW-FLASH-C ACHE-C	SW,FLASH CACHE,-C	2	0.00	0.00

INCLUDES: ISCSI, FCP, CIFS, NFS, SNAPRESTORE, SNAPVAULT, SNAPMIRROR, FLEXCLONE, SNAPDRIVE FOR WINDOWS, SNAPDRIVE FOR UNIX, SNAPMANAGER FOR: EXCHANGE, SQL, SHAREPOINT, ORACLE, SAP, VI, HYPER-V, SMBR, SNAPLOCK COMP AND SNAPLOCK ENT

INCLUDES HTTP, ONE PROTOCOL OF CHOICE, DEDUP (ASIS), NEARSTORE, SYNCMIRROR, DSM/MPIO, MULTISTORE, AND FLEXCACHE - SYSTEM MGR

Subtotal for (E) NETAPP FAS3240 SOFTWARE: \$216,700.00

(F) NETAPP FAS3240 SUPPORT - 36 MONTHS ASP SUPPORT

54	CS-S-SSP-4R	4HR PARTS REPLACE AND SW SUPPORT	1	107,098.65	107,098.65
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Subtotal for (F) NETAPP FAS3240 SUPPORT - 36 MONTHS ASP SUPPORT: \$107,098.65

(G) ADDITIONAL PARTS AND COMPONENTS

55	DS4243-0772 -24A-QS-R5	DSK SHLF,24X3.0TB,7.2K,IOM3,QS	1	121,609.00	121,609.00
56	X6558-R6	CABLE,SAS CNTLR-SHELF/SHELF-SHELF/HA,2M	4	150.00	600.00
57	X6561-R6	CABLE,ETHERNET,2M RJ45 CAT6	3	9.00	27.00
58	X800-42U-R6	CABINET COMPONENT POWER CABLE,R6	2	0.00	0.00
59	X877B-R6	RAIL KIT II,CAB,R6	1	45.00	45.00
60	X8781-R6	HARDWARE KIT,ADD-ON PERIPHERAL,CABINET,R6	1	30.00	30.00

(G) ADDITIONAL PARTS AND COMPONENTS

61	CS-S-4R	4HR PARTS REPLACE HW SUPPORT 36 MONTHS ASP SUPPORT	1	12,258.19	12,258.19
62	X6536-R6	CABLE,CNTRLR-SHELF/SWITCH,5M,LC/LC,OP	4	150.00	600.00
63	DS4243-0772 -24A-QS-R5	DSK SHLF,24X3.0TB,7.2K,IOM3,QS	1	121,609.00	121,609.00
64	X6558-R6	CABLE,SAS CNTRLR-SHELF/SHELF-SHELF/HA,2M	4	150.00	600.00
65	X6561-R6	CABLE,ETHERNET,2M RJ45 CAT6	3	9.00	27.00
66	X800-42U-R6	CABINET COMPONENT POWER CABLE,R6	2	0.00	0.00
67	X877B-R6	RAIL KIT II,CAB,R6	1	45.00	45.00
68	X8781-R6	HARDWARE KIT,ADD-ON PERIPHERAL,CABINET,R6	1	30.00	30.00
69	CS-S-4R	4HR PARTS REPLACE HW SUPPORT 36 MONTHS ASP SUPPORT	1	12,258.19	12,258.19
70	X6536-R6	CABLE,CNTRLR-SHELF/SWITCH,5M,LC/LC,OP	4	150.00	600.00

Subtotal for (G) ADDITIONAL PARTS AND COMPONENTS: \$270,338.38

71	6600513	PLANIT TRADE IN ALLOWANCE	1	-883,871.68	-883,871.68
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Grand Total

\$ 675,000.00

**Prices are subject to change without notice. PLANIT standard terms and condition apply.
Sales Tax, Freight, and Shipping and Handling are not included in total.**



TERM SHEET

February 20, 2012

RE: City of High Point
Equipment Finance Options
Term Sheet #. 213032-4

City of High Point
211 South Hamilton Street
High Point, North Carolina 27261
US

NetApp Capital Solutions is pleased to provide the following financing options for City of High Point. The financing options listed below are for discussion purposes only. Any commitment would be subject to credit approval, terms and conditions of the documentation and NetApp Finance Investment Committee approval.

Equipment Description: QR-2569729-2-PLANIT-CITYOFHIGHPOINT-FAS3240AE PROD

Net Equipment Cost: 675,000.00 USD (plus applicable tax)

Option# 1 - Tax Exempt Lease Purchase	<u>36 Monthly Payments in Arrears</u>
Equipment Cost Financed:	675,000.00 USD
End of Term Purchase Option:	Tax Exempt Lease Purchase
Monthly Payments (excluding any taxes):	19,763.96 USD

Option# 2 - Tax Exempt Lease Purchase	<u>48 Monthly Payments in Arrears</u>
Equipment Cost Financed:	675,000.00 USD
End of Term Purchase Option:	Tax Exempt Lease Purchase
Monthly Payments (excluding any taxes):	15,093.30 USD

1. Standard TELP documents apply.
2. Rate expires in 30 Days.
3. The Lessee agrees to provide NetApp with information establishing the essential use of the equipment, software, and/or services (collectively, the "Product"). NetApp's obligation to provide leasing is conditioned upon (i) receipt and review of such information and the reasonable satisfaction of the essential use of the Product, and (ii) NetApp's review of Lessee's financial statements.
4. NetApp will accept Termination for Non-appropriation.

Sincerely,

John Lekic
Financial Solutions Manager

Terms outlined above agreed to:

Name: _____ Date: _____
Title: _____ Option: _____

NetApp Capital Solutions

Financing Application for Government and Education Customers

Lessee	City of High Point		
Full Legal Name			
Federal Tax ID #			
Address	City of High Point 211 South Hamilton Street High Point, North Carolina 27261 US		
Fiscal Year Begins			
Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Customer Contact		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Please describe the equipment being financed:

QR-2569729-2-PLANIT-CITYOFHIGHPOINT-FAS3240AE PROD

2. Please fully explain the use of the equipment, including any specific department that may be its primary user:**3. Is the new equipment a replacement, an upgrade or additional to the department?****4. If replacement or upgrade, what is the age of the existing equipment?****5. If you're upgrading existing equipment, is the existing equipment paid off?****6. From which fund will the financing payments be made?****7. Will any loan or grant monies be directly used to make the payments?****8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?****9. Have you issued, or do you intend to issue, more than 30 million dollars in tax-exempt debt in your current fiscal year?****10. Are you self-insured?**

Submitted by (Name):			Title
Signature			Date

So that we may begin our credit review process, please fax this application, along with your equipment quote, (bill of materials) and the signed financing proposals, to (303) 323-4291.

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

John Lekic
NetApp Capital Solutions
5400 Airport Blvd., Suite 100
Boulder, CO 80301

Please note that we do require the copies of your audited annual financial statements in order to process your request.



MEMORANDUM

March 12, 2012

MEMO TO: Pat Pate, Assistant City Manager

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

SUBJECT: Lease-purchase financing for network storage solution

The City's Information and Technology Services Department has determined that it is time to replace and expand the solution for our electronic storage requirement. A separate memo and action of Council is requested by Steve Lingerfelt for the acquisition of the equipment using State contract.

The Financial Services Department sent requests for proposals to 26 financial and leasing institutions, and received 12 responses, nine (9) of which were responsive and conforming to the specifications for the proposal. I recommend that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to BB&T Governmental Finance who provided the City with a very favorable 1.48% interest rate for four years. A summary of the bid results is attached for your information.

The bid results were evaluated on the initial proposal which requested an estimated funding not to exceed \$675,000. The actual repayment will be \$43,526.55 quarterly for a total repayment of \$696,424.80.

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

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

If you have any questions, please let me know.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

City of High Point
Lease-Purchase Bid Tabulation
NetApp Storage Eqpt 2012 (\$675,000)

Institution	Rate %	Term	Payment	Total of Payments	Special Notes
Bank of America	No Bid				
BB&T Governmental Finance	1.48000%	4	43,526.55	\$ 696,424.80	101% Prepaymt, \$0 doc fees, \$0 escrow fee
Tax Exempt Leasing Corp	2.19000%	4	44,177.60	\$ 706,841.60	
Sparta Commercial Services	3.71200%	4	45,592.77	\$ 729,484.32	
PNC Bank	Declined				Switchover from RBC Bank purchase not completed in time
SunTrust Leasing	1.64500%	4	45,197.32	\$ 723,507.12	103% Prepaymt, \$100 doc fee, \$250 escrow fee
High Point Bank	No Bid				
Wells Fargo	1.55000%	4	43,590.48	\$ 697,947.68	\$500 doc fee
Pinnacle Public Finance	1.75000%	4	43,773.47	\$ 700,375.52	102% prepaymt
Chase Equipment	Declined				raised min financing to \$1M
Montgomery Equipment Leasing	3.49000%	4	45,384.16	\$ 726,146.56	
Sovereign Bank	1.49000%	4	43,535.68	\$ 696,570.88	\$0 doc fees, \$0 escrow fee
NetApp Capital Solutions	3.51000%	4	45,279.90	\$ 724,478.40	

Resolution Approving Financing Terms

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

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated March 9, 2012. The amount financed shall not exceed \$675,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.48%, and the financing term shall not exceed four (4) years from closing.

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

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

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

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

Approved this 19th day of March, 2012

Lisa B. Vierling, City Clerk

Rebecca R. Smothers, Mayor

SEAL



Memo To: Mayor Smothers and City Council Members

From: Strib Boynton

Date: March 19, 2012

Subject: The Ferguson Group (TFG)

As part of the Agenda Packet, I provided each of you with a copy of our 2012-2013 Washington Agenda for your background information. It serves as a focused general outline that evolves during each year as needs and opportunities develop.

Since we first retained TFG in 2004, we have successfully secured more than \$39.8 million in approved and received federal dollars. A summary is attached.

On the bottom line, every dollar invested with TFG has produced \$47.49 for High Point. Not a bad rate of return!

TFG also provides us with an electronic monthly "Washington Report" as well as with a regular weekly electronic "Grants Updates". This information helps both TFG and us identify opportunities. Copies are attached for your information.

*Thane
Strib*

Fiscal Year 2011 Earmarks Approved But Not Received Due to Earmark Moratorium

Police Focused Deterrence Program	\$200,000	
Police Domestic Violence Initiative	200,000	
Total Approved but Not Received		\$400,000

Current and Potential Federal, State and/or Foundation Grant Requests (as soon as solicitations are released) – in light of Moratorium on Earmarks

Job Training and Placement Services/Focused Deterrence Program	\$200,000	
Domestic Violence Initiative	200,000	
Washington Street Revitalization		
Regional Radio System Upgrade	15,000,000	
Emergency Traffic Signal Preemption	1,500,000	
High Point Greenway	2,000,000	
Airport Area Roadway Network – Sandy Ridge	24,000,000	
I-74/NC68 Interchange	20,000,000	
Downtown Stormwater and Flood Control Improvements	15,000,000	
Possible Federal, State and/or Foundation Requests		\$76,000,000



The Washington Report

February 2012

1130 Connecticut Ave., NW, Suite 300
Washington, DC 20036
202.331.8500 phone
202.331.1598 fax
www.thefergusongroup.com



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TFG WASHINGTON REPORT**CONGRESSIONAL SCHEDULE**

The annual submission of the President's budget in February kicks off the FY 2013 appropriations cycle. Hearings are being held, members of Congress are setting deadlines to receive funding recommendations or policy changes, House and Senate appropriations subcommittees have announced deadlines, and constituent groups are coming to Washington to advocate for their programs. While the moratorium on earmarks is in place for FY 2013, TFG continues to advocate for critical mandatory, formula and competitive grant funding for our clients.

Congress was in session most of February, except for the week of February 20. The next congressional recess will be the week of March 12, while the Senate is scheduled to be in session the full month.

White House Intergovernmental Affairs

The Ferguson Group congratulates David Agnew, the new White House Director of Intergovernmental Affairs. In mid-February, the White House announced that current Deputy Director of Intergovernmental Affairs David Agnew will now serve as the Deputy Assistant to the President and Director of Intergovernmental Affairs. Mr. Agnew will oversee the Obama Administration's relationship with state, country, local, and tribal officials across the country. The Ferguson Group has worked closely with David since January 2009 when he joined the White House to strengthen relationships with mayors and county leaders.

Prior to joining the White House, Agnew was a businessman and community leader in Charleston, South Carolina. He has served as a top deputy to Charleston Mayor Joseph P. Riley, Jr., a Special Assistant in the Office of U.S. Secretary of Labor Robert Reich, and a management consultant at Price Waterhouse. Mr. Agnew has been active in public affairs and urban policy throughout his career, and has served in leadership roles for numerous non-profit organizations, including the South Carolina Trust for Public Land, the Charleston Parks Conservancy and the College of Charleston Riley Center. Mr. Agnew received his Master's Degree in Public Policy from Harvard University's Kennedy School of Government. He is a Harry S. Truman Scholar, a European Union Visiting Fellow and a Liberty Fellow.

Harvard Scholarship Winner Announced

The Ferguson Group congratulates City of El Cerrito Assistant City Manager, Karen Pinkos for being selected to receive a special scholarship for a summer training program at Harvard University for local and state government executives. The Senior Executives in State and Local Government Program at Harvard's John F. Kennedy School of Government is a three-week, intensive program that provides a balance of traditional and hands-on learning experiences to help seasoned public officials from across the nation meet the changing needs of their constituents and communities.

Pinkos was selected from among 35 applicants for The Ferguson Group sponsored scholarship awarded by the International City/County Management Association (ICMA).

For more information, please contact Debra Bryant at dbryant@tfgnet.com.

BUDGET, APPROPRIATIONS & FISCAL POLICY

FY 2013 Appropriations Update

The President's FY 2013 budget was submitted to Congress on February 13 and TFG clients received a Client Alert summarizing the highlights for each department. The House and Senate Budget Committees and the House and Senate Appropriations Committees are conducting hearings to obtain further clarification from federal agency officials.

The House Budget Committee plans to mark up its FY 2013 Budget Resolution by the third week of March. The House plan is expected to propose discretionary spending for FY 2013 that is lower than the \$1.047 trillion level set by the legislation passed last year that raised the debt limit. The House Budget Committee may also include an overhaul of the Medicare program. Although Senate Majority Leader Harry Reid (D-NV) has said that the full Senate will not consider a Budget Resolution this year because the debt ceiling bill set spending limits for FY 2013, the Senate Budget Committee will try to draft a resolution by early April that offers a plan for long-term deficit reduction based on the work of earlier bipartisan commissions.

The House and Senate Appropriations Committees have set March deadlines for Members of Congress to submit spending requests or program changes. It is expected that both the House and Senate will begin the process of passing individual appropriations bills later this spring. Both House and Senate Chairmen have announced their goals of completing FY 2013 appropriations in regular order. This could be very difficult in an election year.

For more information, please contact Bob Schmidt at bschmidt@tfgnet.com.

ECONOMIC DEVELOPMENT

Middle Class Tax Relief and Job Creation Act of 2012 Enacted

On February 17, Congress enacted an economic package that includes changes to the nation's unemployment-insurance program aimed at helping more Americans stay in jobs and helping others go back to work. In late December, Congress could only approve a two-month extension of the payroll tax holiday bill, giving negotiators time to return after the first of the year and enact a package before the President's Day recess. After weeks of negotiations, the House passed the bill by a vote of 293-132, with strong bipartisan support. The Senate passed the measure 60-36, with 14 Republicans including Minority Leader Mitch McConnell (R-KY), joining a majority of Democrats in voting yes.

The \$143 billion bill provides for the payroll tax cut extension through December 2012, providing a cut in workers' payroll taxes to 4.2 percent from 6.2 percent, prevents a steep cut in doctors' Medicare fee compensation and renews expiring unemployment benefits. The bill effectively broaden the base of workers who would get help.

The bill also will expand a program known as "work sharing" that uses unemployment-insurance funds to supplement the paychecks of employees whose hours have been reduced as part of a company's cost-cutting. Supporters credit the program, used in Rhode Island and several other states, with encouraging companies to keep workers in part-time jobs rather than resort to layoffs. Also, more funds will be spent on programs like Georgia Works, where workers collect unemployment while receiving training from companies and career-counseling services.

Congressional leaders said the changes are needed to shift the unemployment-insurance program to one that doesn't just provide a paycheck for jobless workers, but also helps Americans stay in jobs and get new ones. States will be allowed to test benefit applicants for drugs if they lost their jobs because they failed drug tests or if they are seeking jobs that generally require drug tests.

The bill is designed to start weaning some of the 3.5 million current recipients off federal jobless benefits, starting this fall. It would eventually cap the maximum duration of benefits at 73 weeks, instead of 99, depending on a state's jobless rate. Americans out of work the longest and in the hardest-hit states would be shielded from most of the cuts. Even with the cuts, the duration of benefits is still much longer than the 26 weeks that workers normally receive. It wasn't immediately clear exactly how many workers would be affected by the new changes. Worker-advocacy groups said the bill appeared to be structured in a way that benefit recipients would be phased out of the program slowly and gradually.

For more information, please contact Debra Bryant at dbryant@tfgnet.com

Parks and Recreation

The Urban Revitalization and Livable Communities Act, H.R. 709, reintroduced by Representative Albio Sires (D-NJ) in February of 2011, currently has 54 co-sponsors. In order for this legislation to move through the House, a revenue source will need to be identified. Over the past year as Congress has worked to curb spending, all easily identified revenue sources have been used for other spending offsets, making it difficult to fund any new programs. While the ultimate goal is to have the bill enacted into law, there are many steps that must be completed before that goal becomes a reality. One key step is getting a companion bill introduced in the Senate in order to exhibit a bicameral level of support for urban parks and recreation and to create a working document that can be used to engage Senate offices. Once introduced, the bill will serve as a blueprint for future sessions of Congress.

The Livable Communities Act (S.1621, H.R. 3325) is sponsored by Senator Robert Menendez (D-NJ) and by Representative Ed Perlmutter (D-CO). The legislation would formally authorize the Office of Sustainable Housing and Communities at the U.S. Department of Housing and Urban Development (HUD) and its Regional Planning and Community Challenge grant programs, which were not funded in FY 2012. The Livable Communities Act would directly benefit parks and also represents a potential vehicle for the urban parks legislation.

As part of the legislation to reauthorize surface transportation programs, hundreds of millions of dollars in federal funding for walking, biking and trails could be eliminated. This funding supports core federal programs like Transportation Enhancements (TE), Safe Routes to School (SRTS) and Recreation Trails. In the Senate, there is still time to act on two amendments that have emerged: The Cardin/Cochran amendment that provides protection to TE and SRTS by delegating much of the decision making down to the local level. The amendment offered by Senator Amy Klobuchar (D-MN) would restore dedicated funding for the Recreational Trails Program, thus keeping the program intact.

For more information, please contact Leslie Mazingo at lmozingo@tfgnet.com.

EDUCATION

Higher Education Bill Passes House

On February 29, the House passed legislation, H.R. 2117, that would repeal two regulatory proposals set forth by the Department of Education. The bill introduced by Representative Virginia Foxx (R-NC) passed by a vote of 303 to 114. It prohibits the Secretary of Education from promulgating or enforcing any rule that defines "credit hour." It also repeals the so called "state authorization" regulation aimed largely at distance-learning programs, which requires that Title IV-receiving institutions remain in

compliance with individual state authorization requirements. Most higher education industry leaders support the repeal of the regulatory proposals.

For more information, please contact Debra Bryant at dbryant@tfgnet.com.

ESEA Reauthorization

On February 28, the House Education and the Workforce Committee approved two pieces of legislation to rewrite the Elementary and Secondary Education Act (ESEA). The Student Success Act, H.R. 3989, was approved by the committee in a vote of 23 to 16. The Encouraging Innovation and Effective Teachers Act, H.R. 3990, was approved in a vote of 23 to 16.

The Student Success Act will replace the Adequate Yearly Progress (AYP) metric with state-determined accountability systems; eliminate federally mandated interventions and allow states and school districts the authority to develop and implement appropriate school improvement strategies; repeal federal “Highly Qualified Teacher” mandates; allow states and school districts to use federal funds across programs to address their own unique needs; and maintain the requirement that states and school districts issue and distribute annual report cards, including disaggregated data on student achievement and high school graduation rates, while also streamlining data reporting to ensure meaningful information is easily available to parents and communities.

The Encouraging Innovation and Effective Teachers Act will require states and school districts to develop teacher evaluation systems that measure an educator’s influence on student learning; support opportunities for parents to enroll their children in local magnet schools and charter schools; and consolidate a myriad of existing K-12 education programs into a new Local Academic Flexible Grant, which provides funding to states and school districts to support local priorities that improve student achievement.

Senator Tom Harkin (D-IA), Chairman of the Health, Education, Labor, & Pensions Committee, criticized the partisan House bills as failing to ensure that students graduate ready for college and careers, and clearing the way for states to cut education funding. He charged that the House bills undermine quality education for low-income students, students with disabilities and English learners.

As a result of the partisan votes and political rhetoric of the Presidential campaign and in Congress, it is unlikely that ESEA reauthorization will be enacted this year.

For more information, please contact Debra Bryant at dbryant@tfgnet.com.

Cyber Security Bill Stalls

On February 1, Department of Homeland Security officials briefed the Senate Intelligence Committee about the threats the nation faces from cyber terrorists. They highlighted the harmful national security implications of threats to information technology (IT) systems. Senate Majority Leader Harry Reid (D-NV) said at the beginning of the month that he expected a bill would come to the full Senate by mid-February, but no such action has taken place. IT stakeholders have not unified around language in the final bill and remain concerned with how new requirements would, in their view, hamper the free flow of information and their ability to meet the needs of the private sector. The Senate Intelligence Committee Ranking Member Saxby Chambliss (R-GA) doubted that they could muster enough support to pass a bill on a procedural vote. Senators from both parties sought support from the private sector but many, including the U.S. Chamber of Commerce, failed to endorse the approach proposed by Homeland Security Committee Ranking Member Susan Collins (R-ME). Senior Committee members said they will continue their outreach and hope to pass a bill later this year. House Energy and Commerce Subcommittee on Communications and Technology Chairman Greg Walden (R-OR) said that he is still determining whether or not a cyber security bill will be a priority this year.

For more information, please contact Kareem Murphy at kmurphy@tfgnet.com.

FEMA Draws Praise for Dropping Disaster Recoupments

The Federal Emergency Management Agency has a policy of recouping money that was incorrectly paid to victims of presidentially-declared natural disasters. The agency drew sharp rebukes from Congress for aggressively pursuing collections from people who had private insurance coverage on top of benefits paid by the federal government. In March 2011, FEMA sent letters to several thousand aid recipients stating that they had incorrectly received federal aid payments and that they had to repay within 30 days or face penalties. The agency faced numerous complaints about aggressively targeting vulnerable victims of the 2005 hurricane season, with Congress highlighting inaccurate records FEMA kept against people who actually did not have dual coverage. In December 2011, Congress approved provisions in its omnibus spending bill calling on the agency to halt collection against almost 90,000 affected families. In February, FEMA announced that they would add resources to their internal review of their own records, in an effort to cut back on the number of false recoupment cases, and evaluate the number of cases in which people and families would qualify for forgiveness of repayment debts. Representative Bennie Thompson (D-MS), Ranking Member of the House Homeland Security Committee, Senator Mary Landrieu (D-LA) and several other members praised FEMA's move.

For more information, please contact Kareem Murphy at kmurphy@tfgnet.com.

D Block Funding Enacted

Included in the payroll tax extension bill, H.R. 3630, enacted mid-February was the creation of a new nationwide communications network for our first responders, a key recommendation of the 9/11 commission which involves the reallocation of the D Block of spectrum for use by public safety officials across the country. Supporters of the public safety first responder network believe that this new communications network will save lives and generate economic growth. The legislation authorizes the Federal Communications Commission to auction broadcast TV and government spectrum to pay for the network, and to help pay for the payroll tax holiday extension package.

As part of the agreement, Congress has provided \$115 million in grants for the implementation and operation of 911 services, including adoption and operation of Next Generation 911 services and applications. State, local or tribal governments will be eligible to apply for these grants, which can cover up to 60% of a project's cost. In the next four months, the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the National Traffic Safety Administration (NHTSA) will adopt grant selection criteria after public notice and comment.

For more information, contact Amanda Wood at awood@tfgnet.com

TRANSPORTATION

General Aviation Airport Coalition In Fight Against Aviation User Fees

President Obama's FY 2013 budget includes a proposal to assess a \$100 per flight user fee on all general and commercial aviation flight departures. Although this is a seemingly small fee, it would have a severe impact on general aviation. The TFG-managed General Aviation Airport Coalition (GAAC) worked with the Chairman and Ranking Member of the House Aviation Subcommittee, Representatives Tom Petri (R-WI) and Jerry Costello (D-IL), and the Co-Chairs of the General Aviation Congressional Caucus, Representatives Sam Graves (R-MO) and John Barrow (D-GA), to secure 195 signatures from members of Congress on a letter to President Obama opposing this proposal.

For more information on GAAC, please contact Jennifer Imo at jennifer.imo@gaairportcoalition.org

Three Transit Grants Released

On February 7, the Federal Transit Administration (FTA) released notices for 3 transit grants for FY 2012: State of Good Repair; and Bus and Bus Facilities Livability; and Clean Fuels.

The State of Good Repair grant applications are due by March 22, 2012, and can be used for the purchase, replacement or rehabilitation of buses and vans and related equipment (including Intelligent Transportation Systems (ITS), fare equipment and communication devices that are compliant with the FCC's mandatory narrow-banding requirements); replacement or the modernization of bus maintenance and revenue service (passenger) facilities; replacement or modernization of intermodal facilities; and the development and implementation of transit asset management systems. This year, FTA will also consider expansion requests for bus maintenance facilities and/or new equipment requests to the extent the expansion or equipment is necessary to address current capacity constraints that are limiting the agency's ability to maintain vehicles and equipment in a state of good repair. There will be \$650 million available for these grants.

The Bus and Bus Facilities Livability grant applications are due by March 29, 2012, and can be used for capital projects, such as purchase and rehabilitation of buses and vans, bus related equipment (including ITS, fare equipment, communication devices); and construction and rehabilitation of bus-related facilities (including administrative, maintenance, transfer, and intermodal facilities, including facilities consistent with FTA's Joint Development and Bike/Pedestrian policies). There will be \$125 million available for these grants.

The Bus and Bus Facilities Clean Fuels grant applications are due by April 5, 2012, and can be used to purchase or lease clean fuel buses, to construct or lease clean fuel bus facilities or electrical recharging facilities and for projects relating to clean fuel, biodiesel, hybrid electric, or zero emissions technology buses that exhibit equivalent or superior emissions reductions to existing clean fuel or hybrid electric technologies. There will be \$51.5 million available for projects in non-attainment areas with additional resources, as available, for projects in attainment areas.

For more information, contact Bill Hanka at bhanka@tfgnet.com

Senate Transportation Bill Continues to Advance; House Bill Stalls

In mid-February, the Senate began debate on S. 1813 which contains only the highway title of the reauthorization bill. Attempts to add the Banking Committee, Commerce Committee and Finance Committee titles to the bill failed due to disagreement over freight provisions. S. 1813 is a 2-year bill providing \$109 billion for transportation programs. Votes on amendments began March 1.

While the Senate continues to make progress on its bill, the House bill continues to be stalled because of intraparty disputes within the House GOP Conference over taking up a large spending bill. The latest news from the House is that it is going to attempt to pare down its 5-year bill to a 2-year bill, which would have the benefits of being easier to offset any non-Highway Trust Fund expenses and more in line with the Senate's bill. House leadership also announced, to the relief of transit stakeholders around the nation, that it would drop a controversial provision to strip Trust Fund dollars from transit

programs. The current extension of the Highway Trust Fund and surface transportation law expires on March 31, 2012, by which time a new bill must be enacted or another extension must be approved.

For more information, contact Bill Hanka at bhanka@tfgnet.com

WATER AND NATURAL RESOURCES

Senators Push for Flood Insurance Bill

Senators Jon Tester (D-MT) and David Vitter (R-LA) sent a letter to Senate Majority Leader Harry Reid (D-NV) and Minority Leader Mitch McConnell (R-KY) strongly urging floor time for a major flood insurance overhaul bill that has garnered some bipartisan support. Authorization for the National Flood Insurance Program (NFIP) has been allowed to lapse several times since its last long-term authorization in the 1990s. The Senators noted that this approach has led to devaluations and stagnation in the housing markets covered by the Program. The FY 2012 Omnibus Appropriations Act signed into law December 2011 includes as an extension of the existing program until May 31, 2012. The House of Representatives passed a comprehensive reauthorization bill July 2011. The Senate Banking Bill, S. 1940, awaits action by the full Senate.

For more information, please contact Kareem Murphy at kmurphy@tfgnet.com.

EPA Issues Final Permit for Stormwater Controls at Construction Sites

On February 16, the Environmental Protection Agency (EPA) issued its final construction general permit (CGP) for stormwater runoff, and has eliminated monitoring and other requirements considered by the industry as burdensome. Environmental groups are concerned about the scaled-back CGP as it will make it difficult to track the construction industry's compliance with the permit. They are also concerned that EPA issued the CGP prior to issuing the effluent limitation guideline (ELG) for the industry, which contains numeric turbidity criteria for the first time effectively limiting enforcement of the ELG until new permits are issued in 2017.

Industry groups met with the Office of Management and Budget and the agency last month in an effort to soften or eliminate onerous provisions in the draft CGP. EPA appears to have made several modifications aimed at suppressing industry concerns, including dropping a mandate that would have required site operators exceeding a 10-acre disturbance threshold to monitor discharges for sediment and nutrients to ensure they were in compliance with water quality based effluent limits. Environmental groups argued in their comments for a one-five acre limitation.

For more information, please contact Mark Limbaugh at mlimbaugh@tfgnet.com.

Environmental Justice Strategies Announced

As part of the Obama Administration's effort to protect minority and lower-income communities from being disproportionately impacted by environmental risks, federal agencies, through the White House Council on Environmental Quality and the EPA, recently announced their environmental justice strategies. EPA plans to integrate environmental justice considerations into all aspects of their programs.

For more information, please contact Mark Limbaugh at mlimbaugh@tfgnet.com.

EPA Numeric Nutrient Criteria upheld by Federal Court

A federal court largely upheld EPA's authority and methodology in setting first-time numeric nutrient pollution criteria in Florida. However, the court also remanded the stream criteria, a key portion of the rule, back to the EPA for review, setting up another likely legal challenge from environmentalists when EPA approves Florida's own criteria, which would replace the federal standard.

The February 18 decision stated that EPA did not act arbitrarily and/or capriciously in setting numeric nutrient criteria for Florida's lakes and springs, or in developing downstream protective values (DPVs) for rivers and streams, which are intended to protect waters from upstream discharges. The court also upheld EPA authority to exempt some water bodies from numeric criteria if they come under "site-specific alternative criteria."

However, the court decided that EPA was arbitrary and capricious in setting numeric criteria for streams (remanded), stating that the agency was not consistent with EPA stated goals to limit "harmful" levels of pollutants entering the water bodies, not limiting "any" increases. The court said that EPA was not bound by the Clean Water Act to defer to Florida's narrative standard, and could have set a standard to prevent "any" increases in nutrients, but because it elected to compare nutrient levels to "harmful" effects it was bound by that standard.

For more information, please contact Mark Limbaugh at mlimbaugh@tfgnet.com.

STRIB BOYNTON

From: The Ferguson Group [The_Ferguson_Group@mail.vresp.com]
Sent: Thursday, March 15, 2012 3:44 PM
To: STRIB BOYNTON
Subject: March 15 Weekly Grants Update



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For more information about items you see in this email, please contact your client manager, or Sarah Stockdale at: ssstockdale@tfqnet.com, or (202) 331-8500. Thank you.

March 15, 2012

TFG Grants Update

New Grant Opportunities Announced

Economic Development Administration

FY 2012 Rural Jobs and Innovation Accelerator Challenge - The Economic Development Administration (EDA) is partnering with the U.S. Department of Agriculture (USDA), the Appalachian Regional Commission (ARC), and the Delta Regional Authority (DRA) to provide funding for rural regions to plan and implement coordinated, flexible, regionally customized activities capable of helping them capitalize on the benefits of regional innovation clusters. Although the cooperating agencies will coordinate their investments through these programs, all funding is dispersed through existing authorities and thus applicants must meet eligibility criteria for each agency to receive funding. Eligible recipients of EDA funding include States, local governments, institutions of higher education, District Organizations, Tribes, and certain nonprofit organizations; only private nonprofit organizations are eligible for USDA funding, but public entities may apply as intermediaries if they conduct project work with private nonprofit organizations. Applications are due on May 9, 2012.

Federal Transit Administration

FY 2012 Alternatives Analysis Program - Funding is available for technical work to support alternatives analyses that help decision-makers considering major transit improvements to make informed decisions. All proposed studies should advance the Partnership for Sustainable Communities' Livability Principles and grants awarded can range between \$50,000 and \$2 million. Eligible applicants include States, Metropolitan Planning Organizations, and local governments. Applications are due on April 19, 2012.

Department of Health and Human Services

FY 2012 Nurse Faculty Loan Program - Funding is available to establish a student loan fund that will increase the number of qualified faculty in graduate nursing programs. Students who receive loans from these newly established funds will be able to repay up to 85% of their loans by serving as full-time faculty at a school of nursing. Only accredited collegiate schools of nursing or departments within educational institutions that offer advanced nursing education programs resulting in a master's or doctoral degree are eligible to apply. Applications are due on April 20, 2012.

Department of Justice

FY 2012 National Field-Generated Demonstration Projects – Funding is available to develop or enhance promising practices, models, and programs that build on the capacity of victim service and other ancillary providers to serve adult and child crime victims who experience poly-victimization. Projects should be national in scope and focus on providing trauma-informed, culturally-competent, comprehensive services to adult and child poly-victims. Eligible applicants include nonprofit organizations, colleges and universities, public agencies, and Tribal governments and organizations. Applications are due on May 15, 2012.

FY 2012 Sexual Assault Forensic Medical Examination Telemedicine Center: An Innovative Pilot Project – DOJ will award one grant of \$3.5 million to create a national telemedicine center staffed by Sexual Assault Nurse Examiners and Sexual Assault Forensic Examiners. This center will advise four pilot sites as they provide medical forensic exams related to sexual assault. Eligible applicants include States, local governments, Tribal governments, and other programs, personnel and providers that treat victims of sexual assault. Applications are due on April 19, 2012.

For more information about any of these grant opportunities, contact your client manager.

Recent Headlines from the TFG Blog

- A Rainy Day Project... Grants.gov Registration

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Tel: (202) 331-8500
Fax: (202) 331-1598
www.thefergusongroup.com

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STRIB BOYNTON

From: The Ferguson Group [The_Ferguson_Group@mail.vresp.com]
Sent: Thursday, March 08, 2012 8:25 PM
To: STRIB BOYNTON
Subject: March 8 Weekly Grants Update



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For more information about items you see in this email, please contact your client manager, or Sarah Stockdale at: ssstockdale@tfgnet.com, or (202) 331-8500. Thank you.

March 8, 2012

TFG Grants Update

New Changes to the TFG Weekly Update

Moving forward we will be sending out two weekly updates. On Mondays, TFG clients will receive an update on the legislative schedule and on Thursdays, TFG clients will receive an update on relevant grant opportunities.

New Grant Opportunities Announced

Department of Labor

FY 2012 YouthBuild Grants - Grant funding is available to public or private nonprofit agencies or organizations including rural, urban or Native American agencies, to oversee the provision of education, occupational skills training, and employment services to disadvantaged youth in their communities. Applications are due on May 8, 2012.

FY 2012 Trade Adjustment Assistance Community College and Career Training Grants - Grant funding is available to institutions of higher education who offer programs that can be completed in not more than two years to develop new education and career training program strategies for workers who are eligible for training under the Trade Adjustment Assistance for Workers program, or to replicate existing evidence-based, design, development, and/or delivery strategies for such program. One applicant from each State will receive an award of between \$2.5 million and \$3 million, with consortia of applicants also receiving awards ranging from \$5 million to \$15 million. Applications are due on May 24, 2012.

Environmental Protection Agency

FY 2012 EPA Green Infrastructure Technical Assistance - No funding is available through this opportunity, however successful applicants will receive EPA contract support worth approximately \$50,000-\$100,000. Technical assistance will be directed to watersheds/ sewersheds with significant water quality degradation associated with urban stormwater. Assistance may be offered to applicants regardless of the level of green infrastructure implementation that has taken place within the community. Eligible applicants include local governments and non-profits. A letter of interest is due on April 6, 2012.

Department of Justice

FY 2012 Family Drug Court Programs - Funding is available to implement new drug courts or enhance pre-existing drug courts for individuals with substance abuse disorders or substance use and co-

occurring mental health disorders, including histories of trauma, who are involved with the family dependency court as a result of child abuse, neglect, and other parenting issues. Applicants must provide services to the children of the parents in the program as well as to the parents. Eligible applicants are limited to states, state and local courts, units of local government, and federally recognized Indian tribal governments. Applications are due on April 23, 2012.

FY 2012 National Justice Information Sharing (JIS) Initiative – The purpose of this program is to enable criminal justice agencies to improve information sharing through advanced technology and tools in order to increase efficiency, enhance operations, and promote cost savings and reuse. Projects must be national in scope. Eligible applicants include local governments; national, regional, state, or local public and private entities; and institutions of higher education. Applications are due on April 19, 2012.

National Endowment for the Humanities

FY 2012 Preservation and Access Research and Development Grants – Funding is available to state and local government agencies and federally recognized Indian tribes, institutes of higher education, and nonprofits to preserving or providing access to humanities collections and resources. Applications are due on May 16, 2012.

Department of Energy

FY 2012 Advanced Research Project Agency – Energy (ARPA-E) – The mission of ARPA-E is to identify and fund research to translate science into breakthrough energy technologies that are too risky for the private sector and that, if successfully developed, will create the foundation for entirely new industries. The agency is currently accepting concept papers that describe innovative and disruptive new technologies that will enhance national energy security. For-profit entities, educational institutions, and nonprofits that are incorporated in the United States, including U.S. territories, are eligible to apply for funding as a standalone applicant, as the lead organization for a project team, or as a member of a project team. State and local government entities may apply as a member of a project team but not as a standalone applicant. Applications for this program are due on April 12, 2012.

FY 2012-2017 U.S. Offshore Wind: Advanced Technology Demonstration Projects – Funding is available to state and local governments, institutions of higher education, and nonprofit and for-profit entities for advanced technology demonstration projects that verify innovative designs and technology developments and validate the full performance of innovative and affordable offshore wind systems in U.S. waters. Applications for this program are due on May 31, 2012.

For more information about any of these grant opportunities, contact your client manager.

Recent Headlines from the TFG Blog

- Department of Transportation to Host Webinars on TIGER IV
- House Moves Toward Shorter Transportation Authorization Bill
- COPS Hiring: A Second Chance!



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Tel: (202) 331-8500
Fax: (202) 331-1598

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on February 28, 2012 and before the City Council of the City of High Point on March 19, 2012 regarding **Zoning Case 12-01** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on February 19, 2012, for the Planning and Zoning Commission public hearing and on March 7, 2012 and March 14, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on March 19, 2012.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning Shopping Center (CZ-SC) District**. An approximately 3.35 acre parcel lying along the south side of E. Hartley Drive, approximately 850 feet east of Johnson Street (1400 E. Hartley Drive). The site is also known as Guilford County Tax Parcel 0199800.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. **USES:** Any of the land uses allowed in the Shopping Center (SC) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions of this Ordinance.

Part II. **CONDITIONS:**

A. **Prohibited Uses** – The following uses shall be prohibited.

1). **Recreational Uses**

- a) Billiard Parlors
- b) Bingo Games
- c) Coin Operated Amusements
- d) Golf Courses, Miniature

- 2). Accessory Uses
 - a) Bulky Item Outdoor Display
 - b) Disabled Motor Vehicles
 - 3). Business, Professional & Personal Services Uses
 - a) Automotive Rental or Leasing
 - b) Automobile Repair Services, Minor
 - c) Car Washes
 - d) Laundromats, Coin-Operated
 - 4). Retail Trade Uses
 - a) Convenience Stores (with gasoline pumps)
 - b) Convenience Stores (without gasoline pumps)
 - c) Service Stations, Gasoline
 - 5). Other Uses
 - a) Outdoor Retail Sales
 - b) Storage Containers, Portable (accessory use)
- B. Landscaping, Buffers and Screening – Where the zoning site abuts Guilford County tax parcel 0199745 (1626 Lakewood Drive) a Type B Planting Yard shall be required. This landscaping standard shall only apply as long as this abutting parcel is zoned for single family residential use(s). This condition shall not exclude the property owner from seeking an alternative landscaping plan approval as outlined in Section 9-5-11(f) *[Alternate Methods of Compliance]* of the Development Ordinance.
- C. Transportation Conditions.
- 1). Vehicular Access - This rezoning site shall take access through the existing access point on W. Hartley Drive (via cross access easement through Guilford County Tax Parcel 0199801). No new access point shall be allowed to W. Hartley Drive.
 - 2). Improvements – The property owner shall widen the existing private driveway, lying opposite of the intersection of W. Hartley Drive and W. Mall Lane, to provide a minimum of 100 feet of storage for the left and right turn lanes. This improvement shall be included and installed as a part of any site plan approval for development of the site.

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

SECTION 4

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

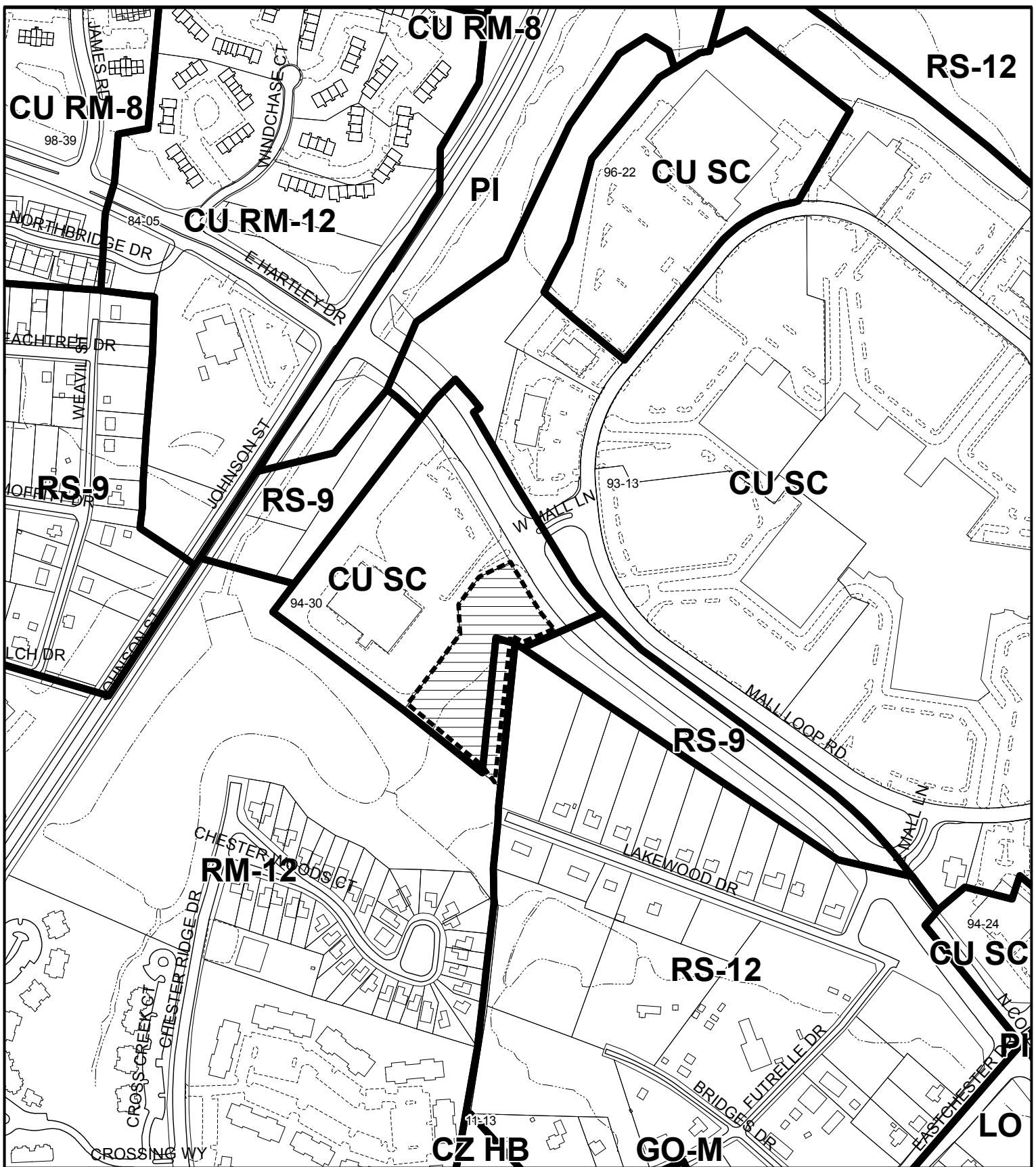
SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.
19th day of March, 2012.

Lisa B. Vierling, City Clerk



ZONING CASE 12-01

**From: Conditional Use Shopping Center and
Residential Multifamily-12**

To: Conditional Zoning Shopping Center

Existing Zoning Boundary

Subject Property Boundary



**Planning & Development
Department**

City of High Point

Date: February 10, 2012



Scale: 1"=400'

y:/ba-pz/2012/pz/z12-01.mxd

AN ORDINANCE REQUIRING THE BUILDING 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

1231 Tank Court

OWNER(S)

James Logan
129 Petty Road
Galax, VA 24333-3505

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 19th day of March, 2012

Lisa B. Vierling, City Clerk

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING THE SUBLEASE LEASE OF PROPERTY**

WHEREAS, on April 30, 1998 the North Carolina Railroad leased the Depot property located at 100 West High Street to the City as lessee for the purpose of restoration and rehabilitation of the Depot ("Ground Lease"); and

WHEREAS, the Ground Lease provides the City authority to sublease portions of the Depot; and

WHEREAS, the City Council, to provide for economic development and to advance opportunities for its citizens, desires to have Otis R. Jones, Jr. & wife, Jeelan R. Jones ("Tenants") locate a Coffee Shop at the Depot and to use Depot for a principal place of business; and

WHEREAS, the City Council has determined that the City will not have need of the Depot, to the extent such would conflict with Tenants' use during the period of this Agreement; and

WHEREAS, in consideration of subleasing the Depot, Tenants have agreed to:

- (a) Establish and use Depot as the Coffee Shop and place of business;
- (b) Advertise, market and promote Coffee Shop business at Depot; and

WHEREAS, the City Council, in promoting economic development, finds that providing the public with this opportunity at the Depot serves the recreational and cultural needs and general welfare of the public and is in the best interest of the City and its citizens; and

WHEREAS, North Carolina General Statutes § 160A-272 authorizes the City to enter into subleases of up to 10 years upon resolution of the City Council adopted at a regular meeting after 10 days' public notice; and

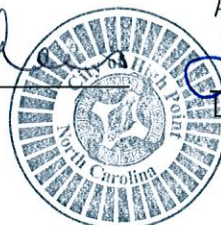
WHEREAS, the required notice has been published and the City Council is convened in a regular meeting;

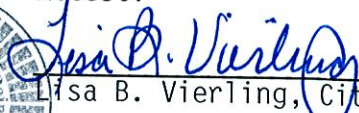
NOW THEREFORE BE IT RESOLVED that the City Council hereby approves sublease of the Depot property described above to Otis R. Jones, Jr. & wife, Jeelan R. Jones for three years and directs the appropriate city employees to execute any instruments necessary to the sublease.

Adopted March 19, 2012


Rebecca R. Smothers, Mayor

Attest:




Lisa B. Vierling, City Clerk



March 14, 2012

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Glenda Barnes
Budget Analyst

SUBJECT: Agenda Item for City Council

Attached is a budget amendment for appropriating \$675,000 to replace and expand the current network storage devices that are approaching the end of life cycle using State contract pricing. The vendor selected by the Department of Information Technology Services is PlanIT Technology Group.

Funding for the equipment will be in the form of a lease purchase financing agreement with BB&T Governmental Finance at a favorable rate of 1.48% interest rate for four years.

Staff recommends that these funds be appropriated to the General Fund - Information and Technology Services department for the acquisition.

Steve Lingerfelt and Jeff Moore will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Jeff Moore
Steve Lingerfelt
Louanne Hedrick

Attachments: Budget Amendment
Related Memo

"AN ORDINANCE AMENDING THE 2011-2012 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA TO
APPROPRIATE FUNDS FOR THE ACQUISITION OF
ELECTRONIC STORAGE EQUIPMENT

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

Section 1. The City has evaluated and selected a bid with the PlanIT Technology Group with State Contract pricing to purchase a network storage solution to replace and expand the current devices approaching the end of life cycle. In order to complete the acquisition, the funds need to be appropriated.

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

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

Lease/Purchase Proceeds (501244/480101)	\$ 675,000
---	------------

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

Equipment Acquisition (501244/533101)	\$ 675,000
---------------------------------------	------------

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 by City Council this _____ day of March, 2012

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1231 Tank Court

OWNER:

James Logan

**FIRST
INSPECTION:**
11-15-2011

Number of Violations: Unsafe 5 Minor 24
1) electrical system missing/vandalized
2) heating unit has been removed from dwelling.
3) plumbing system missing/vandalized, includes pipes, tubs, sinks
4) roof system has severe structural damage
5) large holes in interior walls
6) accessory structures in disrepair included in demolition request

**HEARING
RESULTS:**
12-14-2011

The owner did not appear for the hearing. The dwelling was inspected due to a complaint from the High Point Fire Marshal's office. At the initial inspection the dwelling was vacant and not secure. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since 2008. There are structural violations creating an unsafe dwelling. The house is currently uninhabitable due to the extensive structural damage. In its present state necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is \$17,900. The repair estimate is \$31,320.

**ORDER(S)
ISSUED:**
12-14-2011

Order to Repair or Demolish with a compliance date of
2-29-12

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

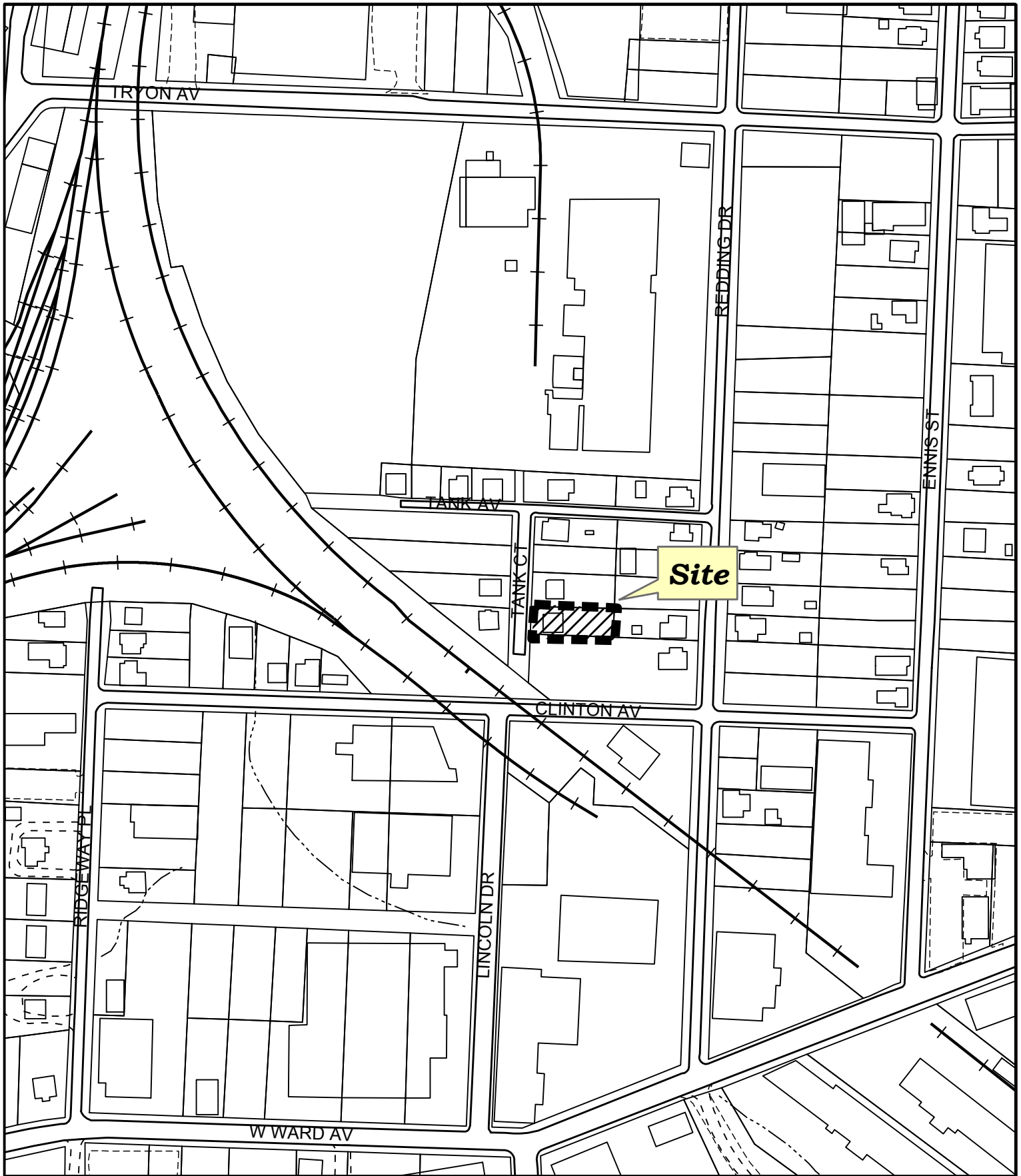
None

EXTENSIONS:

None requested

**CURRENT
STATUS:**
3-7-12

Conditions still exist. Dwelling is vacant and secure.



1231 Tank Court

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: March 12, 2012



Scale: 1"=200'

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



1231 Tank Ct.



1231 Tank Ct.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT
CONCERNING PROCUREMENT OF CONSULTING SERVICES FOR
DEVELOPMENT ORDINANCE CONSULTANT

WHEREAS, N.C.G.S. 143-64.31 establishes a general public policy that procurement of professional, architectural or engineering services for state and local construction projects should normally be based upon announcement and merit selection process; and

WHEREAS, the law allows a governing body to deviate from the general public policy in the selection process, if the particular project is exempted in the sole discretion of the local governing body; and

WHEREAS, the City Council of the City of High Point has determined that it is desirable and in the best interests of the City of High Point to exempt the rewriting of the Development Ordinance from the requirements of the law.

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

(1) For the following reasons, the City Council of the City of High Point hereby finds that the Development Ordinance project shall be exempt from the general public policy requirements concerning the selection of professional services.

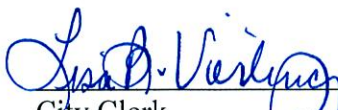
The selected consultant, Clarion Associates, completed an assessment of the Development Ordinance in 2008, as the first step in rewriting the ordinance. This contract is to complete the second phase of the project, which is to rewrite the Development Ordinance.

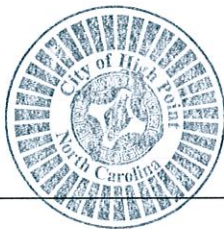
(2) The City Council hereby authorizes the City to use whatever method or procedure is most manageable and likely to result in the acquisition of competent, professional, architectural or engineering services at a reasonable cost for said project.

Adopted this 19th day of March, 2012.


Mayor

ATTEST:


City Clerk



AN ORDINANCE REQUIRING THE BUILDING 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

1229 Tank Court

OWNER(S)

Mark E. Hamilton
3752 Habitat Drive
Trinity, NC 27370

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 19th day of March, 2012

Lisa B. Vierling, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Sub Lease Agreement High Point Railroad Station and Depot

DATE: March 13, 2012

Sam Clark will be attending Monday's meeting to present and review this with you. JLC

We are requesting authorization for the City Manager to enter into a Sublease Agreement with Otis and Jeelan Jones for a portion of the High Point Railroad Station and Depot to operate a Coffee Shop.

Terms of the sublease are as follows:

- (a) Tenants shall have exclusive use of the Baggage Room, for its Coffee Shop and business office.
- (b) Tenants shall have non-exclusive right to use the Kitchenette, as well as parking areas and other Depot areas open to the general public.
- (c) The Railroad has approved the terms of this sublease.
- (d) Tenants' use of Depot shall not interfere with City's or Railroad's use of the Depot.
- (e) The sublease is for a three year period, and if mutually agreed upon the Parties will attempt to negotiate terms for a new agreement thereafter.

Attached you will find a Resolution for your consideration of a three year Sub-Lease Agreement with Otis R. Jones, Jr. & wife, Jeelan R. Jones for lease of the High Point Railroad Station and Depot for the operation of a Coffee Shop.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING THE SUBLEASE LEASE OF PROPERTY**

WHEREAS, on April 30, 1998 the North Carolina Railroad leased the Depot property located at 100 West High Street to the City as lessee for the purpose of restoration and rehabilitation of the Depot ("Ground Lease"); and

WHEREAS, the Ground Lease provides the City authority to sublease portions of the Depot; and

WHEREAS, the City Council, to provide for economic development and to advance opportunities for its citizens, desires to have Otis R. Jones, Jr. & wife, Jeelan R. Jones ("Tenants") locate a Coffee Shop at the Depot and to use Depot for a principal place of business; and

WHEREAS, the City Council has determined that the City will not have need of the Depot, to the extent such would conflict with Tenants' use during the period of this Agreement; and

WHEREAS, in consideration of subleasing the Depot, Tenants have agreed to:

- (a) Establish and use Depot as the Coffee Shop and place of business;
- (b) Advertise, market and promote Coffee Shop business at Depot; and

WHEREAS, the City Council, in promoting economic development, finds that providing the public with this opportunity at the Depot serves the recreational and cultural needs and general welfare of the public and is in the best interest of the City and its citizens; and

WHEREAS, North Carolina General Statutes § 160A-272 authorizes the City to enter into subleases of up to 10 years upon resolution of the City Council adopted at a regular meeting after 10 days' public notice; and

WHEREAS, the required notice has been published and the City Council is convened in a regular meeting;

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves sublease of the Depot property described above to Otis R. Jones, Jr. & wife, Jeelan R. Jones for three years and directs the appropriate city employees to execute any instruments necessary to the sublease.

Adopted _____ (date)

Mayor

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF GUILFORD

This Lease Agreement ("Agreement") entered into this ____ day of _____, 2012 between the City of High Point ("City"), a North Carolina municipal corporation with its principal address at 211 South Hamilton Street, P. O. Box 230, High Point, North Carolina 27261, and Otis R. Jones, Jr. & wife, Jeelan R. Jones ("Tenants"), individuals whose address is 6396 Chalmers Court, Summerfield, North Carolina (City and Tenants are each a "Party" and are collectively the "Parties").

RECITALS

WHEREAS, the facility presently known as High Point Railroad Passenger Station and Depot, ("Depot"), is located in the City of High Point and upon real property which is owned by the North Carolina Railroad Company; and

WHEREAS, by Ground Lease dated April 30, 1998, and License Agreement dated April 30, 1998, the North Carolina Railroad Fund, ("Landlord"), leased Depot to City as Lessee, for the purpose of restoration and rehabilitation of Depot. Norfolk Southern Railway Company consented to and approved the terms of the Lease as was evidenced by a Consent and Joinder attached to the Ground Lease ("Ground Lease"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Ground Lease sets forth terms and provides City authority to enter into Sub-Lease(s) of portions of the Depot, and City and Tenants ("Parties") acknowledge that the terms of this Agreement are in accordance with the Ground Lease; and

WHEREAS, the City desires to sub-lease a portion of the Depot ("Depot") to the Tenants, and Tenants desire to use portions of the Depot as a Coffee Shop business ("Coffee Shop"), owned and managed by Tenants; and

WHEREAS, City, to provide for economic development and to advance opportunities for its citizens, desires to have Tenants locate its Coffee Shop at the Depot and to use Depot for a principal place of business; and

WHEREAS, City Council, in promoting economic development, finds that providing the public with this opportunity at the Depot serves the recreational and cultural needs and general welfare of the public and is in the best interest of the City and its citizens; and

WHEREAS, City Council has determined that the City will not have need of the Depot, to the extent such would conflict with Tenants' use during the period of this Agreement; and

WHEREAS, City and Tenants desire to specify their rights and obligations with regard to Tenants establishing the Depot as a principle place of business for its Coffee Shop pursuant to the provisions set forth in this Agreement;

NOW THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. **PURPOSE OF LEASE AGREEMENT.** The purpose of this Agreement is to allow Tenants to use Depot for Tenants Coffee Shop and place of business. Tenants shall not use Depot for purposes other than those permitted in this Agreement without City's prior written consent. The Recitals are made a part of this Agreement.

2. **DEFINITIONS.** All capitalized terms used in this Agreement and not otherwise defined shall have the meanings set forth below:

- (a) "Initial Lease Year" means the period from the Commencement Date until February **, 2013.
- (b) "Lease Year" means each twelve month period ending February 28 during the term of the Lease Agreement.
- (c) "Invitees" means guests and/or patrons of Tenants.
- (d) "Depot" means the portion and area of the High Point Rail Road Passenger Station and Depot property which is to be sub-leased to Tenants and identified in Exhibit B attached herein.
- (e) "Common Areas" means the portions of the land and building that have, at the time in question, been designated and improved for common use by or for the benefit of more than one (1) tenant of the building including, without limitation (if and to the extent facilities therefore are provided by the Landlord at the same time in question), the land and facilities used as parking lots, access roads, bus loading and unloading areas, fire corridors, steps, ramps, exterior walks, storm and sanitary sewers, utility lines, trash receptacles or dumpster and the like installed at the cost of Landlord or City, including parking facilities, access ways and other facilities shown on Exhibit B attached hereto.

3. **REPRESENTATIONS AND WARRANTIES OF CITY.** City makes the following representations and warranties to and for the benefit of Tenants as of the effective date of this Agreement:

- (a) City has full power and authority to execute this Agreement, to consummate the transactions provided for herein and to perform its obligations hereunder in a full and timely manner in accordance with the provisions hereof;
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary governmental action on the part of City, and this Agreement is a valid, legal, and binding obligation of City, enforceable according to its terms;
- (c) The granting of the rights and privileges in this Agreement to Tenants does not violate, interfere with, or infringe upon the rights of any third parties pursuant to a written agreement or otherwise; and

4. **REPRESENTATIONS AND WARRANTIES OF TENANTS.** Tenants make the following representations and warranties to and for the benefit of City as of the effective date of this Agreement:

- (a) Tenants have full power and authority to execute this Agreement, to consummate the transactions provided for herein and to perform its obligation hereunder in a full and timely manner in accordance with the provisions hereof; and
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Tenants, and this Agreement is a valid, legal, and binding obligation of Tenants, enforceable according to its terms.
- (c) Tenants' use of Depot shall not interfere with City or Landlord's use of the Depot, including Landlord's use of common areas.

5. **USE OF DEPOT.** City hereby grants, to Tenants, a Sub-Lease to use Depot as follows:

- (a) Tenants shall have exclusive use of the Baggage Room, for its Coffee Shop and business office;
- (b) Tenants shall have non-exclusive right to use the Kitchenette, as well as parking areas and other Depot areas open to the general public.
- (c) Tenants' right to use Depot shall include, the presence in Depot and use of Depot by Tenants' invitees. Tenants shall use Depot only in the manner for which it was designed and intended, and in accordance with: (i) terms of this agreement, (ii) all applicable federal, state and local laws and regulations; (iii) customary and prudent standards for the operation of similar facilities; and (iii) manufacturer's recommended maintenance, service and operating procedures for all Railroad or City-owned equipment and fixtures as required to enforce warranty claims or as otherwise established by the manufacturer, to the extent such information is furnished in writing to Tenants; provided, however, notwithstanding any other provision herein to the contrary. Each Party shall comply with the reasonable requirements necessary for the procurement and maintenance of any insurance policies specified by this Agreement.

6. **IMPROVEMENTS.** Tenants shall, at its sole cost and expense, be responsible for the upfit of the Depot, the installation of any fixtures therein and obtaining any required permits or inspections. Tenants shall obtain the prior written approval of City to construct any structural changes to the Depot. Within thirty (30) days of the termination of this Agreement, Tenants shall remove those fixtures that can be removed without structural damage to Depot, and all fixtures that cannot be removed without damage shall become the property of City. Tenants shall install and maintain, at its sole cost and expense, all phone, cable, data or other communication equipment needed by Tenants.

7. **TERM OF LEASE.** This Agreement shall commence upon the execution of this Agreement by the Parties (hereinafter referred to as the "Commencement Date") and shall terminate on February 28, 2015; provided, however, that if Tenants are not in default hereunder,

and are interested in extending the term of this Agreement, Tenants shall provide written notice of such intention no later than November 1, 2014, and if mutually agreed upon, Parties shall thereafter attempt to negotiate a new Agreement representing the terms of agreement applicable at that time.

8. **TENANTS DUTIES AND OBLIGATIONS.** Tenants shall, at its own cost and expense:

- (a) Establish and use Depot as the Coffee Shop and place of business;
- (b) Advertise, market and promote Coffee Shop business at Depot; and

9. **CITY DUTIES AND OBLIGATIONS.** City shall, at its own cost and expense:

- (a) Provide to Tenants the use of the Depot to which Tenants is entitled pursuant to this Agreement and ensure that Tenants shall peacefully have and enjoy Depot and the rights and privileges granted to Tenants;
- (b) Maintain Depot in good and safe condition subject to normal wear and tear, and make timely repairs thereto, exclusive of Tenants' improvements and/or additions;
- (c) provide electricity and lighting for Depot, provide water and heating and air conditioning for all buildings within the Depot , and pay the cost of all utility services and all property-related taxes, other than telecommunications, used by Tenants at Depot;
- (d) Provide weekly janitorial services for Depot, exclusive of care and maintenance of the area and equipment which requires cleaning or maintenance due to Tenants' use of Depot;

10. **LEASE FEES.** During the three year period of this Lease, City shall waive Lease fee obligations of Tenants. In the event this Agreement is to be extended beyond three (3) years, Tenants shall pay to City a Lease fee in accordance with terms to be determined as mutually agreed upon.

11. **INSURANCE.** Tenants shall secure and maintain in force and effect throughout the term of this Agreement, as such term may be extended, insurance coverage that shall, at a minimum, include the following:

- (a) statutory workers' compensation insurance;
- (b) comprehensive general liability insurance, including personal injury, advertising, and bodily injury and property damage, broad form contractual coverage, and automobile liability coverage, of not less than two million dollars (\$2,000,000) per occurrence and policy aggregate limit; and
- (c) Insurance providing coverage for the property of Tenants and Tenants' invitees.

Tenants agree to name City as an additional insured on Tenants' policy(s) during the course of conducting business activities at Depot. Tenants shall deliver to the City certificates of insurance

evidencing the existence of the insurance required above no later than thirty (30) days following the effective date of this Agreement, and such certificates shall provide for giving the City at least thirty (30) days prior written notice of cancellation or amendment.

12. **INDEMNIFICATION.** Tenants shall indemnify and hold the City, its members, managers, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, expenses, charges and damages, including but not limited to attorney and expert fees, arising from, or relating to: (a) any breach by the Tenants of any clause, term, or condition of this Agreement; (b) any breach or violation by the Tenants or its officers, employees, and agents of any applicable criminal or civil law, rule or regulation, including environmental laws; and (c) the negligence, reckless, or intentional acts or omissions of the Tenants, its officers, employees and agents. The City shall within ten (10) days of its receipt of notice of a claim deliver such notice to the Tenants. The Tenants shall promptly assume the defense of any claim, suit or action within the scope of this indemnification at its expense, upon being notified hereof. The Parties shall cooperate in the defense or settlement of any claim, demand, suit or proceeding to which this indemnification obligation applies. The obligations of this section shall survive the expiration or termination of this Agreement. Furthermore, and in accordance with the laws governing corporate municipalities in North Carolina, the City is unable to offer a general indemnification to Tenants. However, to the extent the laws allow and to which the City is covered by insurance, the City, agrees and shall indemnify and hold Tenants harmless from any damages sustained from the actions of the City or City's employees that are acting within the defined scope of their employment with the City.

13. **DEFAULT.** Either Party may terminate this Agreement upon default by the other Party. A Party shall be in default if such Party: (i) fails to pay any sum payable hereunder within fifteen (15) days after its due date; (ii) breaches, fails, refuses to perform, or comply with any other term, condition, or covenant contained in this Agreement, and such default continues, unremedied, for at least thirty (30) days after written notice from the other Party; (iii) becomes insolvent, files a petition in bankruptcy or a similar proceeding or has a receiver appointed. Tenants shall be deemed to be in default upon the conviction of any member owning twenty-five percent (25%) or more of Tenants of a felony or crime of moral turpitude in the State of North Carolina. If a Party in receipt of the notice of default (the "Defaulting Party") fails to timely remedy the default, the Party giving notice of default (the "Curing Party") shall have the right to remedy the default, and in the event the Curing Party incurs costs associated with curing the default, the Defaulting Party shall reimburse the Curing Party for the same within ten (10) days following the Curing Party's demand. Nothing herein shall create an obligation on the part of the Curing Party to make any payment or perform any act required of the Defaulting Party to remedy a default. In addition, the Curing Party's exercise of its right to remedy a default shall not constitute a waiver, or release of the Defaulting Party from any obligation.

14. **TERMINATION.** Upon the expiration or termination of this Agreement, Tenants shall promptly return Depot to the same condition it was at the inception of this Agreement, normal wear and tear excepted. Tenants shall be liable for any damage to Depot upon expiration or termination of this Agreement, normal wear and tear excepted. Upon expiration or termination of this Agreement, Tenants shall quietly, peacefully and promptly surrender Depot to City. Unless otherwise agreed upon, all fixtures installed by Tenants at Depot that are incapable of removal without structural damage to Depot shall become the property of City.

15. **TERMINATION FOR CONVENIENCE.** The City in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that aid termination is in its best interest. Any such termination shall be effected by the delivery to the Tenant of a written notice of termination thirty (30) days before the effective date of the termination.

16. **HOLDING OVER.** If Tenants remain in possession of the Depot Premises or any part thereof after the expiration of the term of this Agreement with City's acquiescence and without any written agreement of the parties, Tenants shall be only a tenant at will, and there shall be no renewal of this Lease Agreement or exercise of an option by operation of law, and rent for the period immediately preceding the expiration of the term shall be due and payable on a monthly basis throughout such period as determined by the City.

17. **CITY'S ENTRY.** The City shall have the right to enter upon the Depot at any time, in the case of an emergency, and otherwise at reasonable times during the Term of this Lease for the purposes of inspection, maintenance, repair and alteration and to show the same to prospective tenants, lenders or purchasers. All such activities of City shall be without abatement of rent or liability to Tenant.

18. **NOTICE.** Unless specifically provided herein, each notice required or permitted to be given hereunder shall be deemed given when received if: (i) delivered personally to the persons specified below; (ii) sent by facsimile transmission number to the facsimile numbers set forth below; or (iii) sent by overnight courier or U.S. registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below or the addresses as a Party may designate by written notice to the other Party. Each notice shall be delivered or mailed, if to:

City, then to: Manager
 City of High Point
 P. O. Box 230
 High Point, NC 27261
 Facsimile: (336) 883-3052

Tenants, then to: Otis R. Jones, Jr.
 Jeelan R. Jones
 6396 Chalmers Court
 Summerfield, NC 27358
 Facsimile: (336)

19. **GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. Venue for any action shall be Guilford County, North Carolina. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of North Carolina.

20. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state and local laws, ordinances and regulations (including environmental laws and regulations) relative to Depot and the activities that take place thereon. Tenants shall comply with all federal, state and local

statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations set forth herein.

21. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions of this Agreement which shall remain in full force and effect. In the event there shall be a conflict between any provision of this Agreement and the purpose and/or intent of the Ground Lease, the Ground Lease language shall govern.

22. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties with respect to its general subject matter.

23. **RESERVATION OF RIGHTS.** The failure of either Party to take action because of a default or violation of the terms of this Agreement by the other, shall not constitute a waiver thereof or relinquishment of the right to require strict performance, nor shall any custom or practice which may develop between the Parties in the course of performance of this Agreement be construed to waive or lessen the right of either Party to insist upon compliance with the provisions hereof by the other.

24. **ASSIGNMENT.** Unless otherwise mutually agreed upon in writing, Tenants shall make no changes or assignments, of this Agreement or any of the terms or obligations herein. Any attempt to assign this Agreement by Tenants without prior written approval of City shall be void and shall not release Tenants of its obligations hereunder.

25. **NONDISCRIMINATION.** Neither party shall discriminate on any prohibited basis, including race, color, gender, age, religion, disability, or national origin, against any employee, applicant for employment, member of the public, or other person desiring to use Depot, except where there is a bona fide occupational qualification or other consideration reasonably necessary to the normal operation of the Tenants. Tenants agree to post in a conspicuous place available to employees notices setting for the provisions of this nondiscrimination clause.

26. **DRUG -FREE WORKPLACE.** During the performance of this Agreement, Tenants agrees as follows:

- (a) Tenants will provide a drug-free workplace for the Tenants' employees.
- (b) Tenants shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employee that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Tenants' workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (c) Tenants shall state in all solicitations or advertisements for employees placed by or on behalf of Tenants that Tenants maintains a drug-free workplace.

27. **INDEPENDENT CONTRACTORS AND THIRD PARTY BENEFICIARIES.** Both Parties shall be independent contractors unto one another. Nothing in this Agreement shall be construed to constitute the parties hereto as partners or as joint venturers, or either as agent of the other, and neither shall have the power to obligate or bind the other in any manner whatsoever. Unless otherwise specifically provided in this Agreement, no person or entity who is not a party to this Agreement will have any equitable or other rights by virtue of this Agreement.

28. **NO LIENS.** Tenants shall not cause to be filed or file any lien or encumbrance of any kind upon Depot.

29. **NO OPTION.** The submission of this Lease Agreement for examination does not constitute a reservation of or option for the Depot and this Agreement becomes effective as a lease only upon execution and delivery thereof by City and Tenants.

30. **ADDITIONAL NECESSARY DOCUMENTS.** The Parties agree to execute any and all documents or instruments in writing, if such execution shall be necessary in order to effectuate the express provisions of this Agreement.

31. **MODIFICATION.** This Agreement may not be changed or amended except in writing signed by all Parties.

32. **BINDING EFFECT.** All of the terms and provisions of this Agreement shall be binding upon and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

33. **BROKERAGE COMMISSIONS.** Tenants and City each represents and warrants that it has dealt with no broker, agent, or finder on account of this Agreement.

34. **WAVIER OF INTERFERENCE** Tenants waive any and all claims for compensation for loss or damage sustained by reason of any interference with its use of the Depot as set forth herein by City or any public agency or official in enforcing their duties or by any law or ordinance. Any such purported interference shall not relieve Tenants from any obligation hereunder.

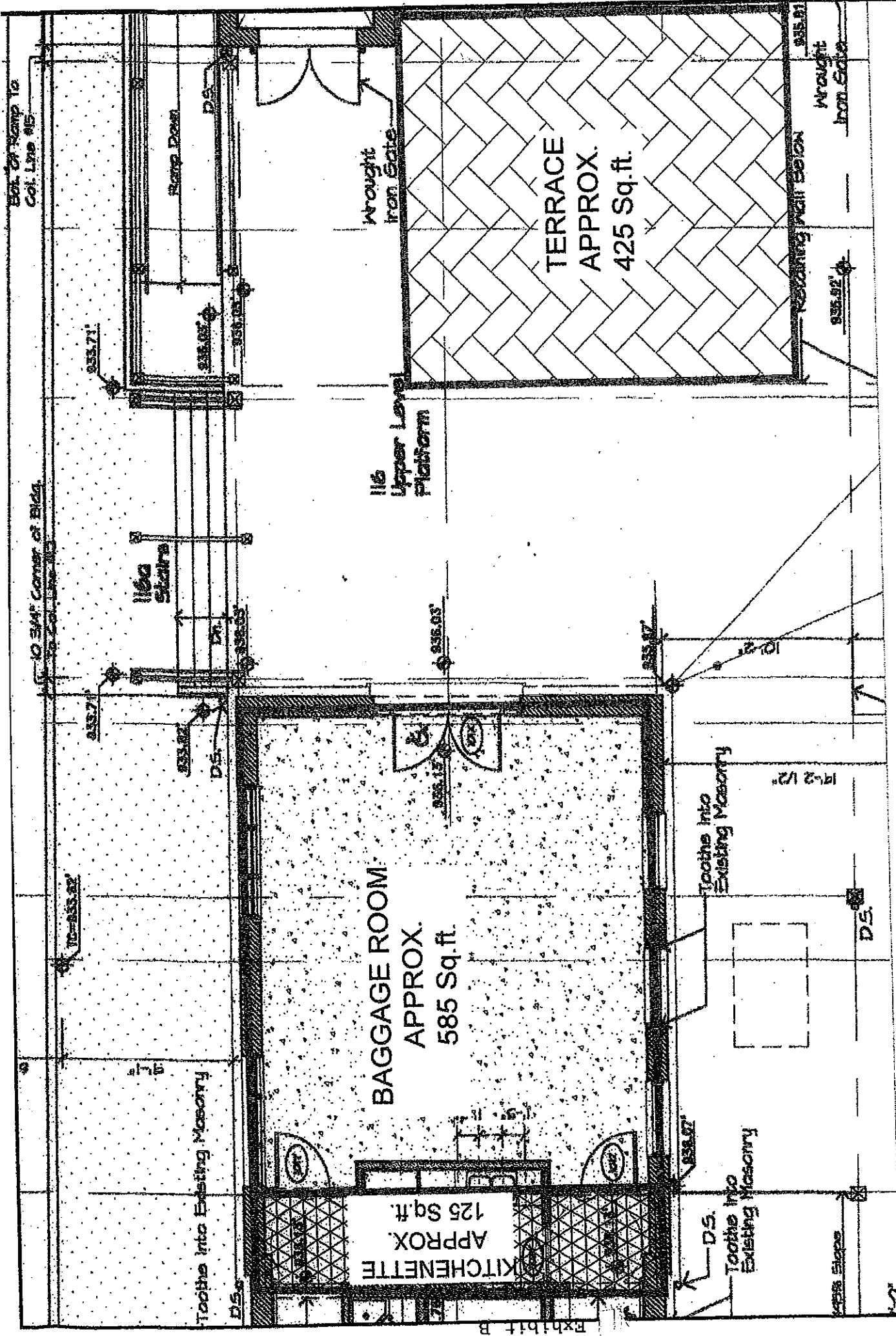
35. **PARAGRAPH HEADINGS.** Paragraph headings relating to the contents of a particular paragraph have been inserted for convenience of reference only and shall not be construed as part of the particular paragraph to which they refer.

IN WITNESS THEREOF, the parties have made and executed this Agreement as of the date and year first written above.

CITY OF HIGH POINT

By: _____
City Manager

By: _____



PROPOSED COFFEE SHOP LEASE AREAS

PLANNING AND ZONING COMMISSION RECOMMENDATION

On February 28, 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.

Oak Hollow Development, LLC

Zoning Case 12-01

A request by Oak Hollow Development, LLC to rezone approximately 3.35 acres from the Conditional Use Shopping Center (CU-SC) District and Residential Multifamily-12 (RM-12) District to a Conditional Zoning Shopping Center (CZ-SC) District. The site is lying along the south side of E. Hartley Drive, approximately 850 feet east of Johnson Street (1400 E. Hartley Drive).

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

The applicant's representative, Mr. Roger Young of the David E. Looper & Company, Hickory, NC was present to address any questions.

The Commission members questioned, could the house that burned down at the end of Lakewood Drive be rebuilt, who owns the abutting regional stormwater control pond, and whether the large mound of soil at the rear of property would be removed or remain.

Staff responded that the vacant residential property at the terminus of Lakewood Drive could be redeveloped with a new single family dwelling, which is why a condition for a higher rated buffer yard has been offered by the applicant next to that property. It was explained that the regional stormwater pond is owned by the City of High Point and it serves an approximately 1,000 acre sub basin in this area. In regards to the large mound at the rear of the site, staff noted that it consists of large boulders covered with a layer of topsoil that was left over from when the regional pond was constructed. Removal of these boulders would likely be cost prohibitive for development of a site of this size. The applicant has noted they will be able to develop the site without removal of this mound.

No one spoke in opposition to this request.

The Planning & Zoning Commission recommended approval of Zoning Case 12-01, by a vote of 7-0.

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

**STAFF REPORT
ZONING CASE 12-01
February 28, 2012**

Request	
Applicant: Oak Hollow Development, LLC	Owner: CBL & Associates Management, Inc.
Zoning Proposal: To rezone a 3.35 acre parcel.	From: CU-SC Conditional Use Shopping Center District RM-12 Residential Multifamily-12 District
	To: CZ-SC Conditional Zoning Shopping Center District

Site Information	
Location:	The site is lying along the south side of E. Hartley Drive, approximately 850 feet east of Johnson Street (1400 E. Hartley Drive).
Tax Parcel Numbers:	0199800 (Guilford County)
Site Acreage:	Approximately 3.35 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has a relatively flat terrain except along its southern boundary where an approximately 35 foot tall hill straddles the rear property line.
Water and Sewer Proximity:	A 16-inch City water line lies adjacent to the site along E. Hartley Drive; in addition an 8-inch water line is located to the west behind the existing commercial building. A 10-inch sanitary sewer line is running from east to west near the rear property line of the site.
General Drainage and Watershed:	The site drains in a general southwesterly direction and development is subject to the Oak Hollow Lake Watershed Critical Area, Tier 3 requirements. Engineered stormwater treatment measures are required for non-residential development with a total impervious surface area greater than 24% of the site, with a maximum impervious cover of 35% permitted.
Overlay District(s):	Oak Hollow Lake Watershed Critical Area (WCA), Tier 3

Adjacent Property Zoning and Current Land Use			
North:	CU-SC	Conditional Use Shopping Center District	Commercial/retail use (Oak Hollow Mall)
South:	RM-12	Residential Multifamily-12 District	Regional stormwater control facility
East:	RS-9	Residential Single Family 9 District	Undeveloped
	RS-12	Residential Single Family 12 District	
West:	CU-SC	Conditional Use Shopping Center District	Commercial/retail building

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The site has a Community/Regional Commercial land use designation. This classification is intended to accommodate a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives & Policies:	Goals & Objectives: The following goal and objective of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment; Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses. Development Guidelines: <i>Office and Commercial Developments Bordering Residential Neighborhoods.</i> The evaluation of a zoning request for a property adjoining an established residential neighborhood which also fronts on a thoroughfare or collector street shall address the following: • The mass, scale & height of the proposed use and accessory uses; • The topography of the subject property and adjacent residential uses; • The effectiveness of maintaining neighborhood compatibility through the conversion of an existing residential structure to a non-residential use; • The impact on the residential neighborhood of non-local traffic generated by the proposed use; and • The sufficiency of the proposed buffering, setbacks and landscaping. The intent will be to minimize to the extent feasible the intrusive impact of the non-residential use on the adjacent neighborhood.
Relevant Area Plan:	Not applicable
Community Growth Vision Statement:	Not applicable
Zoning History:	In conjunction with the Oak Hollow Mall property, this site and the abutting parcel to the west were part of a land use plan amendment and zoning application in 1993 and 1994 to establish the Community Regional Commercial Land Use Map designation and CU-SC District zoning for this area (Zoning Case 93-13 and Zoning Case 94-30).

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	E. Hartley Drive	Major Thoroughfare	260 ft.
Vehicular Access:	This rezoning site will take access from the existing access point on Hartley Drive opposite W. Mall Lane.		
Traffic Counts: (Average Daily Trips)	E. Hartley Drive	12,500 ADT (2003, 12-hour count)	

Estimated Trip Generation:	Using the development data provided by the applicant, the proposed medical office use will generate approximately 900 trips/day, 58 trips (entering & exiting) in the AM peak hour and 86 trips (entering & exiting) in the PM peak hour.				
Traffic Impact Analysis:	Required				Comment
	☐	<u>Yes</u>	☐	<u>No</u> X	None
Pedestrian Access:	The developer will be required to install sidewalks along E. Hartley Drive to meet the sidewalk requirements in the Development Ordinance.				

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting the entire parcel be governed by the SC District standards to allow flexibility in the manner in which the site may be developed. Most of the area to be rezoned is currently zoned CU-SC, except for an approximately 60 foot wide strip along the eastern boundary which has a RM-12 zoning. The CU-SC zoning will allow the proposed medical center use; however, the RM-12 zoning will not. Changing the zoning of the RM-12 area and adding it to the CU-SC zoned area requires that both be rezoned through the conditional zoning process. Hence the request to rezoned to entire parcel to a CZ-SC District.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Ordinance, and shall give consideration to the following in the review and discussion of any Conditional Zoning application. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Plans:

The proposed Conditional Zoning District is appropriate for its proposed location, and is consistent with the purposes, goals, objectives and policies of relevant comprehensive, land use or area plans

Staff Comments:

- ❖ The land use plan designates property along this segment of E. Hartley Drive, between Eastchester Drive to Johnson Street, as Community/Regional Commercial which is intended for a wide range of retail or service uses.
- ❖ The Land Use Plan outlines development guidelines and issues to consider when evaluating a zoning request for a commercial/office district adjoining an established residential neighborhood. In regards to this request there will be no vehicular access to the site from the adjacent residential property; the applicant has offered to provide higher landscaping standards next to the residential property, and the existing prohibited uses that are currently in

effect on the CU-SC District portion of the site will also be carried over into the proposed new CZ-SC District. Based upon the conditions offered by the applicant, the building setback standards of the SC District and the 35% maximum impervious surface requirement of the watershed critical area, the development guidelines of the land use plan have been addressed.

Reasonableness/Public Interest:

An approval of the proposed Conditional Zoning District is considered reasonable and in the public interest.

Staff Comments:

- ❖ The 1993 zoning and land use plan amendment approval for Oak Hollow Mall established this area as a commercial node with a CU-SC District zoning and a Community Regional Commercial Land Use Map classification. Given that the adopted Land Use Plan designates this property and the abutting residential area to the east for Community Regional Commercial development, allowing an additional 60-foot wide area of commercial zoning so the property owner can use all of the land area associated with this parcel is a reasonable request.
- ❖ The RM-12 zoned strip of land is not usable by itself for multifamily development and it impacts the manner in which the commercially zoned portion of site may develop. The Development Ordinance requires a minimum 35-foot building setback, measured from the zoning line, where SC District abuts a residential district. The combination of the 35-foot setback plus the 60-foot wide RM-12 zoning creates an approximately 95 ft. by 440 ft. area (approx. 0.9 acre) upon the parcel where a commercial building cannot be placed. The applicant's request to allow the entire parcel to be governed by the SC District standards will allow flexibility in the manner in which the site may be developed and is a reasonable request.

Review Factors:

The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:

<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> Based upon this surrounding zoning and development pattern the requested CZ-SC District will be compatible with the surrounding area. ❖ The site abuts commercial uses to the west and north. ❖ Although multifamily zoning is lying south of the site, the abutting property is owned by the City of High Point and was developed as a regional stormwater control device for the surrounding area. ❖ The site abuts a single family residential area to the east, the abutting parcel is undeveloped and the nearest single family structure is approximately 170 feet east of the zoning site.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	<u>Staff Comments:</u> Where commercial or office uses abut residential uses, the Development Ordinance requires a Type B planting yard (<i>8 trees and 25 shrubs every 100 linear feet in a planting yard with an average width of 30 feet</i>). Because the abutting single family parcel to the east is now undeveloped, due to a fire which

	destroyed the structure in August 2011, only a Type D planting yard is required (2 trees and 18 shrubs every 100 linear feet in a 5 foot wide planting yard). In the event the abutting single family lot is redeveloped in the future the applicant has offered a condition to provide the Type B planting yard where the zoning site abuts this undeveloped single family lot off Lakewood Drive. This will mitigate any impact if the single family lot is redeveloped in the future.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat; <i>Staff Comments:</i> The site is within a watershed critical area; environmental standards of the Development Ordinance will address or mitigate any impact associated with development of the site.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and; <i>Staff Comments:</i> The site is within an area currently served by City of High Point utilities and services; the proposed district has no known impacts on municipal services.
<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties. <i>Staff Comments:</i> ❖ The existing CU-SC District zoning, as restricted by CUP94-30, prohibits some of the more intensive commercial uses allowed in the SC District. Under this proposed conditional zoning request the applicant has offered to continue to prohibit those same uses. ❖ The condition offered by the application to provide a Type B planting yard next to the abutting undeveloped single family lot to the east, when a lower planting yard standard may be used, will help to mitigate any impacts upon adjacent property owners.

Changes in the Area:

There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.

Staff Comments: Surrounding development consists of commercial uses to the west and north, a regional stormwater control facility to the south; and a single family neighborhood to the east. This development pattern has existed since the mid 1990's and there have been no significant changes.

Development Patterns:

The proposed Conditional Zoning District would result in development that promotes a logical, preferred and orderly development pattern.

Staff Comments: The zoning site is within an established commercial area and this request does not introduce any new uses. The configuration of the parcel is remaining the same; this zoning application simply allows the eastern 60-feet of the parcel to be used for commercial uses in the same manner as the rest of the property.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report the conditions offered by the applicant, building setback and watershed standards of the Development Ordinance will help ensure that the development will be compatible with adjacent uses. The Planning and Development Department recommends approval of the request to rezone this 3.35 parcel to the CZ-SC District. As conditioned, the requested CZ-SC District will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

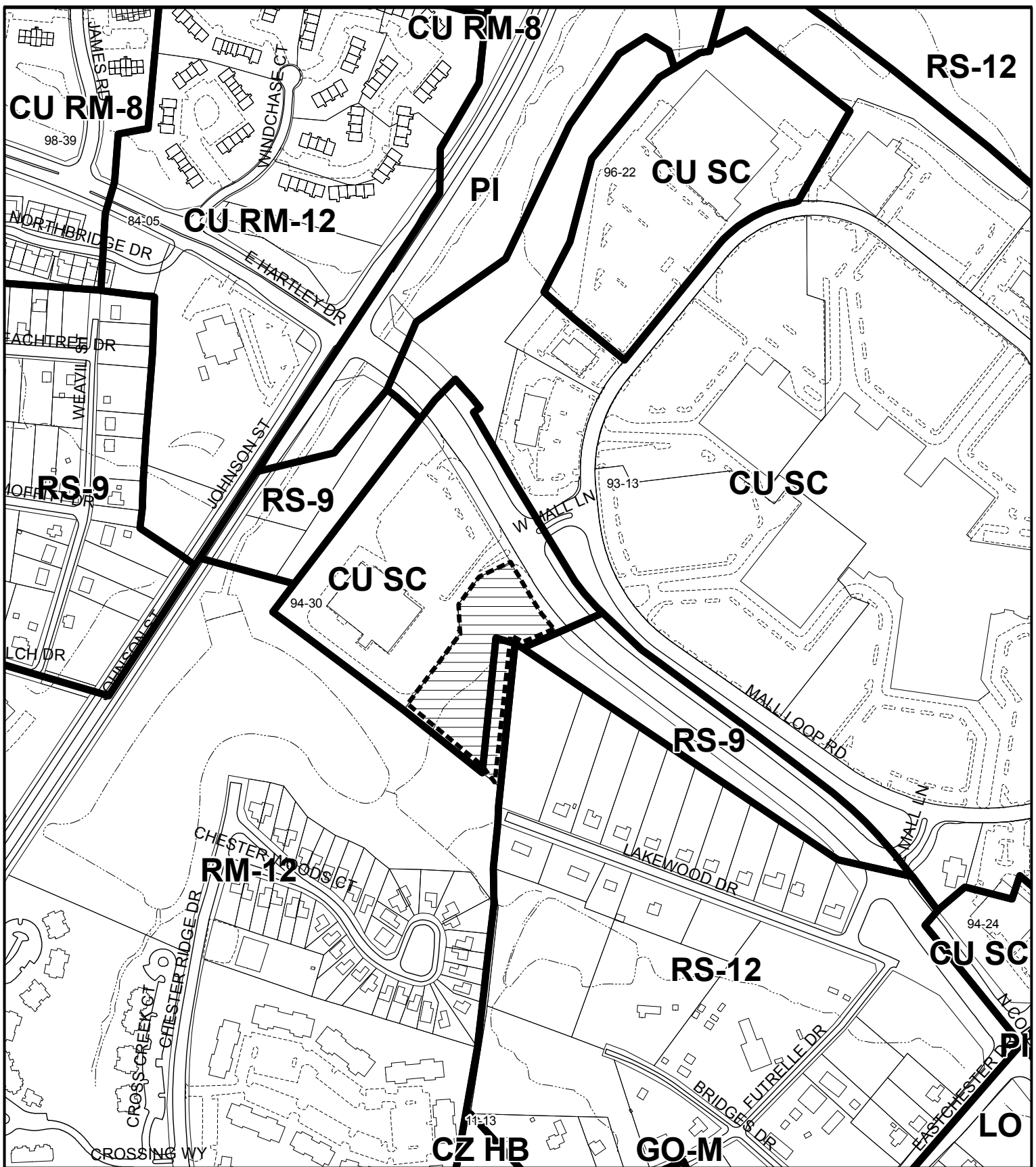
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

City Council:

Upon rendering its decision in this case, the NC General Statutes require that the High Point City Council also must place in the official record a statement of consistency with the City's adopted plans, and must explain why the action taken to be reasonable and in the public interest. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own 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 12-01

**From: Conditional Use Shopping Center and
Residential Multifamily-12**

To: Conditional Zoning Shopping Center

Existing Zoning Boundary

Subject Property Boundary



**Planning & Development
Department**

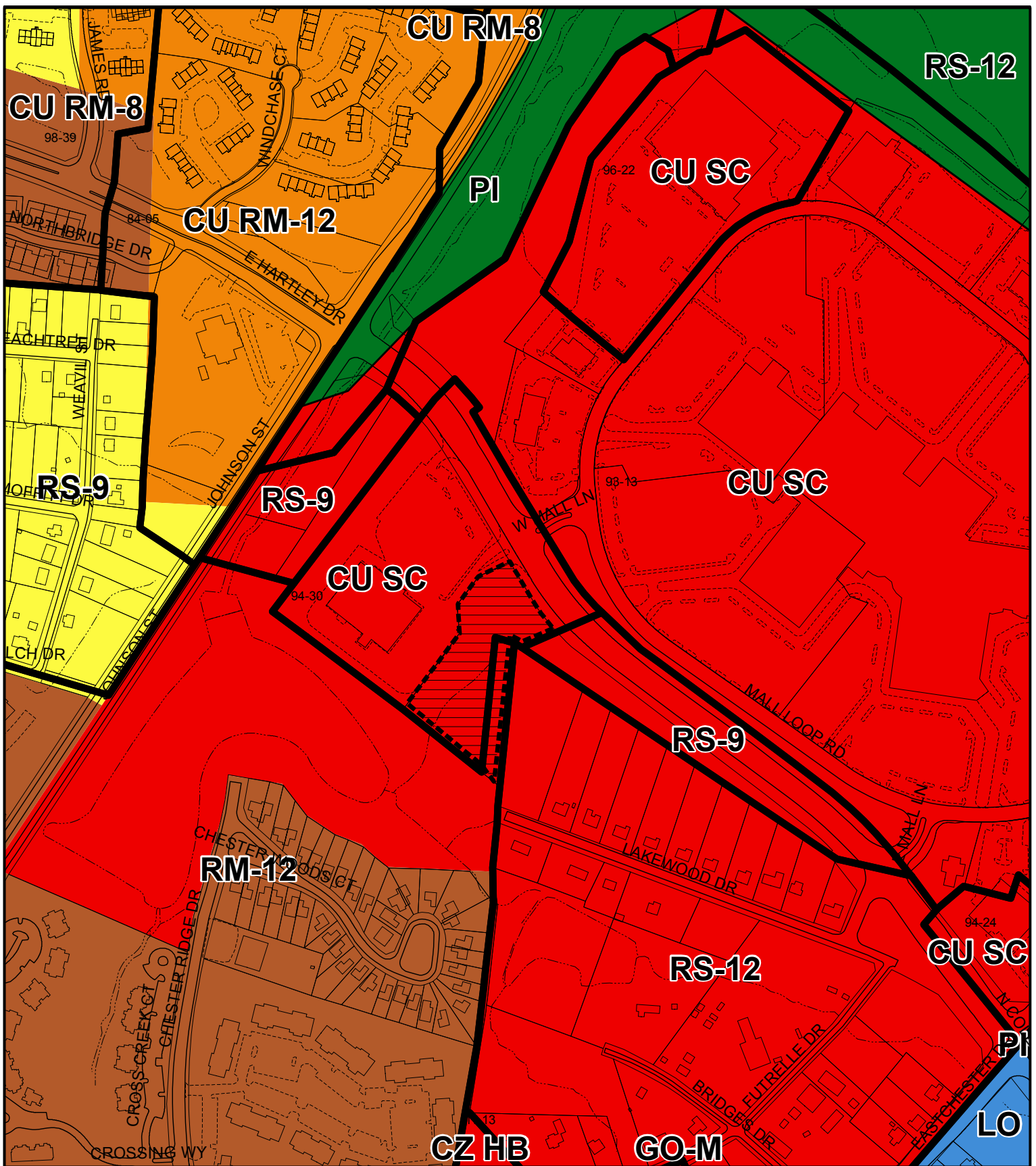
City of High Point

Date: February 10, 2012



Scale: 1"=400'

y:/ba-pz/2012/pz/z12-01.mxd



ZONING CASE 12-01

Land Use Plan

 Low-Density Residential	 Office
 Moderate-Density Residential	 Community/Regional Commercial
 Medium-Density Residential	 Recreation/Open Space

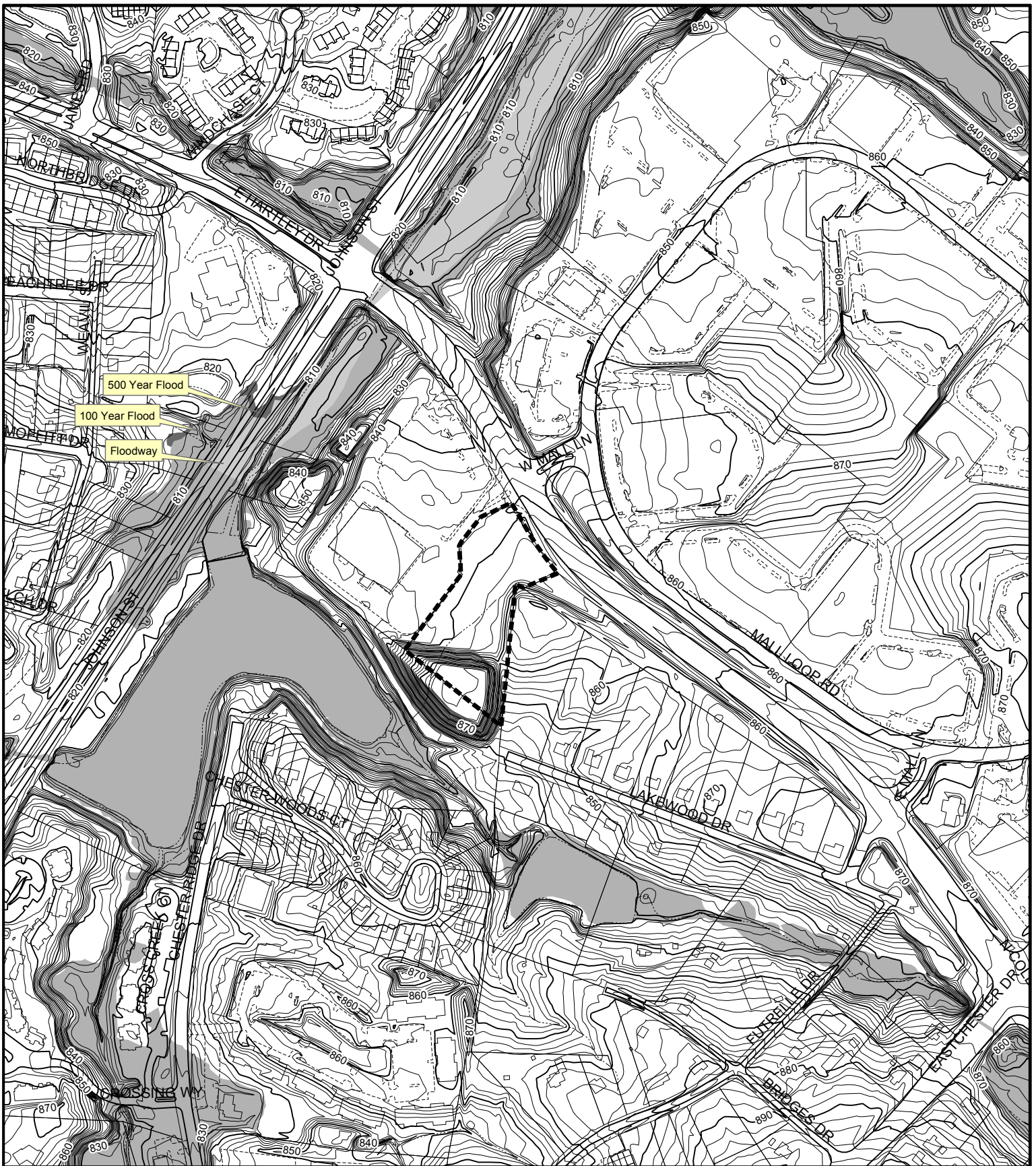
Planning & Development
Department

City of High Point

Date: February 17, 2012



Scale: 1"=400'
y:/ba-pz/2012/pz/z12-01clu.mxd



ZONING CASE 12-01

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: February 17, 2012



Scale: 1"=400'

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ZONING CASE 12-01



DRAFT
PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-01
Conditional Zoning Shopping Center (CZ-SC) District

February 16, 2012
(Submitted)

Ordinance # *Insert after approval*

The property owner requests a Conditional Zoning District upon the property described in this document and offers the following conditions be placed upon the property. If adopted by the City Council, then these conditions contained herein will be incorporated into the Conditional Zoning District's ordinance of adoption. These conditions are not valid unless signed and affirmed by the property owner or representative with an approved power of attorney. The City Council and the property owner or authorized representative must agree upon revisions or additional conditions prior to the approval of this Conditional Zoning District.

Part I. USES: Any of the land uses allowed in the Shopping Center (SC) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions of this Ordinance.

Part II. CONDITIONS:

A. Prohibited Uses – The following uses shall be prohibited.

- 1). Recreational Uses
 - a) Billiard Parlors
 - b) Bingo Games
 - c) Coin Operated Amusements
 - d) Golf Courses, Miniature
- 2). Accessory Uses
 - a) Bulky Item Outdoor Display
 - b) Disabled Motor Vehicles
- 3). Business, Professional & Personal Services Uses
 - a) Automotive Rental or Leasing
 - b) Automobile Repair Services, Minor
 - c) Car Washes
 - d) Laundromats, Coin-Operated
- 4). Retail Trade Uses
 - a) Convenience Stores (with gasoline pumps)
 - b) Convenience Stores (without gasoline pumps)
 - c) Service Stations, Gasoline

5). Other Uses

- a) Outdoor Retail Sales
- b) Storage Containers, Portable (accessory use)

B. Landscaping, Buffer and Screening – Where the zoning site abuts Guilford County tax parcel 0199745 (1626 Lakewood Drive) a Type B Planting Yard shall be required. This landscaping standard shall only apply as long as this abutting parcel is zoned for single family residential use(s). This condition shall not exclude the property owner from seeking an alternative landscaping plan approval as outlined in Section 9-5-11(f) [*Alternate Methods of Compliance*] of the Development Ordinance.

C. Transportation Conditions.

- 1. Vehicular Access - This rezoning site shall take access through the existing access point on W. Hartley Drive (via cross access easement through Guilford County Tax Parcel 0199801). No new access point shall be allowed to W. Hartley Drive.
- 2. Improvements – The property owner shall widen the existing private driveway, lying opposite of the intersection of W. Hartley Drive and W. Mall Lane, to provide a minimum of 100 feet of storage for the left and right turn lanes. This improvement shall be included and installed as a part of any site plan approval for development of the site.

DESCRIPTION OF PROPERTY: An approximately 3.35 acre parcel lying along the south side of E. Hartley Drive, approximately 850 feet east of Johnson Street (1400 E. Hartley Drive). The site is also known as Guilford County Tax Parcel 0199800.

Augustus N. Stephas
(Executive Vice President and COO of
CBL & Associates Management, Inc.)

2030 Hamilton Place Blvd.
Chattanooga, TN 37421

(County)

(State)

I, _____, a Notary Public for said County and State, do hereby certify that **Augustus N. Stephas** personally came before me this day and acknowledged that he is **Executive Vice President and COO of CBL & Associates Management, Inc.**, a corporation; that **CBL & Associates Management, Inc.**, is the owner of real property described in the foregoing application; and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its **Executive Vice President**, sealed with its corporate seal, and attested by himself as **Executive Vice President and COO of CBL & Associates Management, Inc.**

WITNESS my hand and official seal, this the ____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires: _____, 20 ____.



February 6, 2012

To: Lee Burnette, Director of Planning and Development
From: Mark McDonald, P.E., Transportation Director 
Subject: Rezoning Case #12-01, Oak Hollow Development, LLC. Property located at the intersection of Hartley Drive & W Mall Lane.

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

A traffic impact analysis was not required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on the private driveway:

Access

- This rezoning site shall take access through the existing access points on Hartley Drive. No new access point shall be allowed to Hartley Drive.
- No access shall be allowed to Lakewood Drive.

Improvements

Widen the existing private driveway at the intersection of Hartley Drive and W. Mall Lane to provide a minimum of 100' of storage for the left and right turn lanes.

The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

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

Citizens Information Meeting Report

Zoning Case 12-01

Submitted by: C. Roger Young on behalf of
Oak Hollow Development, LLC



To: Planning & Development Department
City of High Point, North Carolina

From: C. Roger Young, Jr., Vice President – Construction

Date: January 31, 2012

Re: Citizens Information Meeting Report
1400 E. Hartley Drive, High Point, North Carolina

A Citizens Information Meeting concerning a request for rezoning of a 3.35 acre parcel known as 1400 E. Hartley Drive in High Point, North Carolina was held on January 30, 2012, at 6:00 p.m. The meeting was held at the offices of Eye Care Associates at 307 N. Lindsay Street in High Point, North Carolina.

There were seven people in attendance, as follows:

C. Roger Young, Jr.	David E. Looper & Company, Inc.
Jerry Spivey	Property Owner: 1624 Lakewood Drive
Kathy Spivey	Property Owner: 1624 Lakewood Drive
Virginia Pulaski	Applicant Representative
Robert DaVanzo	Applicant Representative
Elizabeth Barrow	Property Owner: 1627 Lakewood Drive
Raymond Myers	Property Owner: 1618 Lakewood Drive

The handwritten sign-in sheet is attached.

A Notification Letter dated January 25, 2012, was sent to fifteen parties as supplied by the High Point Planning Department. The list of parties/addresses to which it was mailed is attached. The Notification Letter included the required statement provided by the High Point Planning and Development Department. Copies of the Notification Letter and required statement are attached.

A handout was given to each attendee which included a Development Proposal, another copy of the required statement provided by the High Point Planning and Development Department, a copy of the GIS printout of the property, a proposed site sketch; copies are attached. In addition, an informational brochure with photos of various projects David E. Looper & Company, Inc. has completed was brought to the meeting for the attendees to peruse if they chose to do so.

Mr. Young discussed the purpose of the meeting and encouraged those in attendance to ask questions. Two questions were asked, as follows:

- 1) Mrs. Barrow asked if the dirt pile will be moved. Mr. Young responded that was not planned at this time.
- 2) Mrs. Spivey asked if there will be construction traffic on their road (Lakewood Drive). Mr. Young responded there were no plans at this time for construction traffic on Lakewood Drive.

The remainder of the discussion focused on the proximity of the property to High Point University.

Mr. Young thanked everyone for their attendance and input and the meeting adjourned.

Submitted by:

A handwritten signature in blue ink, appearing to read "C. R. Young, Jr.", with a stylized flourish at the end.

C. Roger Young, Jr.
Vice President, Construction

January 25, 2012

Dear Neighbor:

The purpose of this letter is to notify you of a citizen information meeting being held concerning a request for rezoning a 3.35 acre parcel known as 1400 E. Hartley Drive, High Point, North Carolina. The meeting will be held at Eye Care Associates offices at 307 N. Lindsay Street, High Point, North Carolina on Monday, January 30, 2012, at 6:00 p.m.

My client, Oak Hollow Development, LLC, has contracted to purchase this parcel and has applied to rezone it from CU-SC/RM-12 to CZ-SC. We intend to develop the property for a medical office building.

At the citizens information meeting you will be able to learn more about our plans and our approach to development and ask any questions you may have about it.

Enclosed is a required statement provided by the High Point Planning & Zoning Department outlining the purpose of the citizen's information meeting and the zoning process.

It would be appreciated if you would call or email my assistant to let us know whether you will attend so we can ensure the meeting arrangements will be appropriate. Her email address is joycekessler@delcompany.com, or you may call 828-324-1284.

Best regards,



C. Roger Young, Jr.
Vice President, Construction

P.O. Box 3224
Hickory, NC 28603

320 15th Street SE
Hickory, NC 28602

828-324-1284
828-324-1289 (fax)

www.delcompany.com



January 30, 2012

DEVELOPMENT PROPOSAL 1400 E. HARTLEY DRIVE, HIGH POINT, NC

Oak Hollow Development, LLC is filing an application with the City of High Point for a rezoning request for a parcel of property known as 1400 E. Hartley Drive located in High Point, North Carolina.

The change requested is from CU-SC/RM-12 to CZ-SC. The property consists of approximately 3.35 acres.

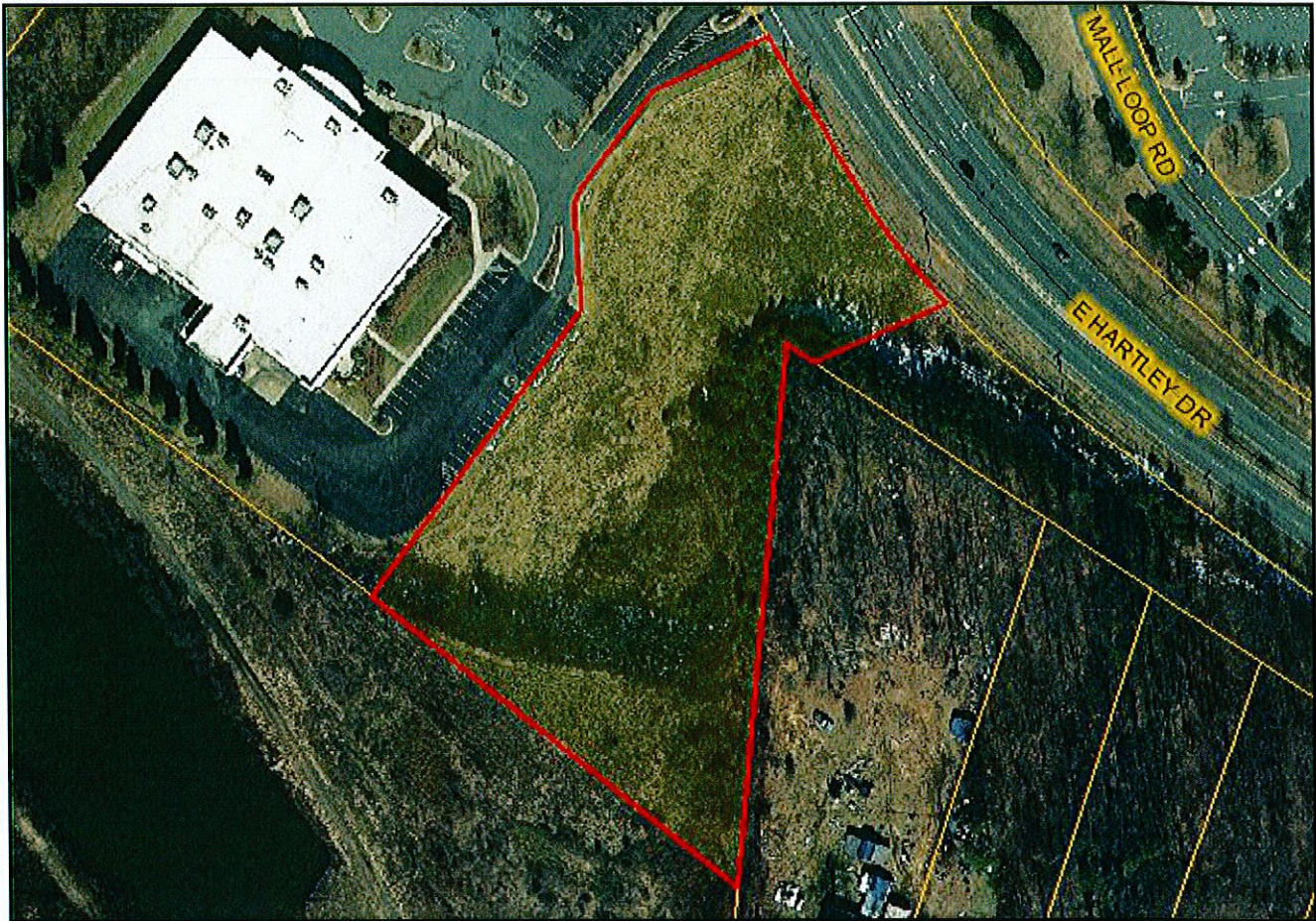
Proposed development for the area will include a medical office building and a paved parking area.

The applicant will be working closely with the Planning and Zoning Department during the design of the project.

The next public meeting of the Planning and Zoning with a public hearing on this proposal will take place at the City of High Point Municipal Office Building, 211 South Hamilton Street in the 3rd Floor Council Chambers on February 28, 2012, at 6:00 p.m. This application is also tentatively scheduled for the City Council meeting at 5:30 p.m. on March 19, 2012, at the same location.

Please contact Roger Young, Vice President of Construction, at 828-324-1284 or roger@delcompany.com with comments or concerns.

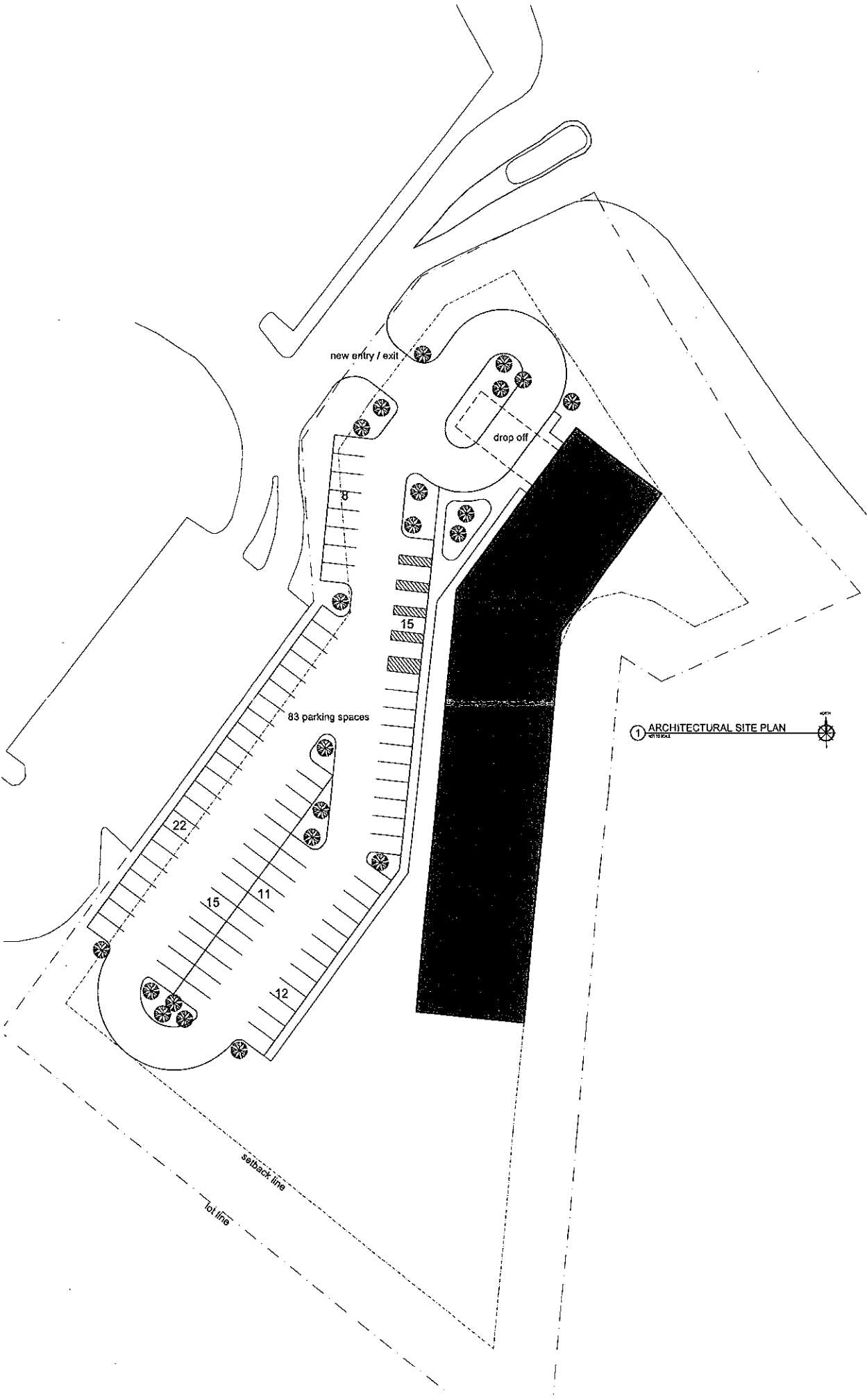
Guilford County, NC



Old Parcel Number	180003320000100011	Condo Book	
Parcel Number	0199800	Condo Page	
PIN	7801160519	Total Assessed Value	\$584,100
Owner Name	CBL & ASSOCIATES INC CBL CENTER STE 500	Total Building Value	\$0
Mailing Address 1	2030 HAMILTON PLACE BLVD	Total Out Building Value	\$0
Mailing Address City	CHATTANOOGA	Total Land Value	\$584,100
Mailing Address State	TN	Total Deferred Value	\$0
Mailing Address Zip	37421	Building Count	
Property Address	1400 E HARTLEY DR	Building Number	
Legal Desc 1	Lot # I PB114-61 HARTLEY DR	Year Built	
Land Units	3.3500	Heated Area	
Deed Book	004264	Bedrooms	
Deed Page	00625	Bathrooms	
Plat Book	114	Use Code	RETAIL
Plat Page	61 HARTLEY DR	Appraisal Model Code	

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 155 feet



① ARCHITECTURAL SITE PLAN
05/15/2024



**David E. Looper
& Company**
GENERAL CONTRACTORS

[illegible]

1924 HOLDINGS LLC
833 MONTLIEU AVE
HIGH POINT NC 27262

ARNOLD, STEPHEN G
1610 BRIDGES DR
HIGH POINT NC 27262

BARROW, ELIZABETH K
1627 LAKEWOOD DR
HIGH POINT NC 27262

BURTON, CHARLES W ; BURTON, TINA P
1622 LAKEWOOD DR
HIGH POINT NC 27262

CARTER, JOEL
PO BOX 121
MINNEAPOLIS NC 28652

CBL & ASSOCIATES INC CBL CENTER STE
500
2030 HAMILTON PLACE BLVD
CHATTANOOGA TN 37421

FULCHER, J RODNEY ; FULCHER, NANCY O
433 CHESTER WOODS CT
HIGH POINT NC 27262

GCP REAL III LLC
3816 FORRESTGATE DR
WINSTON SALEM NC 27103

HAMMOND, AUBREY J
745 QUAILMEADOW LN
COLFAX NC 27235

HIGBEE CO
4501 N BEACH ST
FT WORTH TX 76137

HIGH POINT BANK & CO
PO BOX 2270
HIGH POINT NC 27261

PERRYMAN, NANCY M
429 CHESTER WOODS CT
HIGH POINT NC 27262

RIFE AND ASSOCIATES LLC
PO BOX 1975
JAMESTOWN NC 27282

SPIVEY, JERRY J ; SPIVEY, KATHY M
1624 LAKEWOOD DR
HIGH POINT NC 27262

U S BANK NAT'L ASSOC TR SRC FACILITIES
STAT TR #2003-A
333 BEVERLY RD
HOFFMAN ESTATES IL 60179

Department of Transportation



March 14, 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)
Repairs and General Maintenance at the High Point Train Station ("the Depot")
P-2912 A

The attached Supplemental Agreement with NCDOT addresses the use of Enhancement Funds remaining from the Depot restoration project. Several maintenance issues have been identified for repair, and the agreement will permit the City to engage contract services and recover qualifying expenditures through reimbursement from NCDOT. Items may include but are not limited to repairs to gutters and downspouts, roofing, replacement of water-damaged wood (underlayment, decking, fascia boards, etc.) and defective lighting fixtures, and exterior and interior painting of walls, ceilings, handrails, columns, beams, truss supports, and trim features.

NCDOT has estimated the available funding at approximately \$125,000. Any costs beyond this amount would be the City's responsibility. While we do not expect to exceed the amount of state funding made available for the project, our current fund balance for participation in the Depot renovation project is \$104,956.

Engineering Services is currently preparing a contract for these services. Work is expected to begin in May and will be completed by the end of July.

Recommendation

The NC Board of Transportation approved this Supplemental Agreement at their meeting on March 1. The Department of Transportation respectfully recommends City Council's favorable consideration of this agreement. I will be available to address questions regarding the agreement and the proposed maintenance from the Finance Committee and the full Council on Monday March 19. Please advise if further information is desired.

c Craig Newton, P.E. Facilities Engineer, NCDOT Rail Division
Jeff Moore Financial Services Director
Keith Pugh, P.E. Engineering Services Director
Leon Adams Adams & Clark Enterprises, Inc.
Amandeep Mann, P.E. Transportation Engineer
File

NORTH CAROLINA
GUILFORD COUNTY

6th SUPPLEMENTAL AGREEMENT

DATE: 1/17/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: P-2912 A

AND

WBS ELEMENTS: 34299.2.1

CFDA #: 20.205

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 6/14/1993, entered into a certain Locally Administered Project Agreement for the original scope: for the development and restoration of the Southern Railway Passenger Station located in High Point, programmed under Project P-2912 A;

WHEREAS, the Department and the Municipality, on 4/22/1996 entered into a Supplemental Agreement to increase federal and state funds from \$1,350,000 to \$2,974,500 for the Project; and,

WHEREAS, the Department and the Municipality, on 3/12/2001 entered into a Supplemental Agreement to increase the total project cost from \$3,305,000 to \$5,923,000 and revise the maximum amount of funds to be paid to the Municipality with federal and state funds from \$2,974,500 to \$5,330,700; and,

WHEREAS, the Department and the Municipality, on 10/29/2001 entered into a Supplemental Agreement to increase the total project cost from \$5,923,000 to \$6,223,000 and revise the maximum amount of funds to be paid to the Municipality with federal and state funds from \$5,330,700 to \$5,600,700; and,

WHEREAS, the Department and the Municipality, on 8/5/2003 entered into a Supplemental Agreement to increase the total project cost from \$6,223,000 to \$6,883,000 and revise the maximum amount of funds to be paid to the Municipality with federal and state funds from \$5,600,700 to \$6,140,700; and,

WHEREAS, the Department and the Municipality, on 9/2/2005 entered into a Supplemental Agreement to increase the total project cost from \$6,883,000 to \$7,667,775 and revise the maximum amount of funds to be paid to the Municipality with federal and state funds from \$6,140,700 to \$6,900,998; and,

WHEREAS, the parties have mutually agreed to allow the Municipality to expend any remaining funding for needed maintenance items and operational expenses for the Project.

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

RESPONSIBILITIES

Upon completion of the Project the Municipality shall expend the remaining balance of funds for needed maintenance items. The Municipality shall provide the Department with documentation for all needed maintenance prior to reimbursement.

Any maintenance costs which exceed the maximum reimbursable amount shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Rail Division Facilities Engineer and the Department's Fiscal Section.

The Municipality may bill the Department monthly for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable federal and state laws and regulations.

Invoices shall be submitted to the Department no later than August 31, 2012. Invoices submitted after that date are not eligible for reimbursement. The project will be closed by the Department on September 30, 2012.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 6/14/1993, 4/22/1996, 3/12/2001, 10/29/2001, 8/5/2003 and 9/2/2005 are 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.

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

(SEAL)

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____

(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1315 Vernon Place

OWNER: David L and Minnie L Terry

FIRST

INSPECTION

8-20-2007

Number of Violations: Major 4 Minor 20

- 1) missing kitchen plumbing fixture
- 2) no heating system exists
- 3) 100 amp upgrade required for faulty electrical system
- 4) demolition of storage building included in request due to structural deficiencies with the roof system

HEARING

RESULTS:

9-20-2007

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. At the time of the inspection, the dwelling was vacant. In its present state necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is \$14,600. The repair estimate is \$20,450.

ORDER(S)

ISSUED:

9-20-2007

Order to Repair or Demolish with a compliance date of 12-20-2007

APPEALS:

No appeals to date.

OWNER

ACTIONS:

The owner obtained a building permit 8-20-2007. Minimal aesthetic repairs were made to the exterior of the dwelling such as repairing cracks in the foundation, repairs to the porch handrails and roof covering repairs. Repair work ceased in February 2010. No interior repairs have been made.

EXTENSIONS:

None requested by the owner.

CURRENT

STATUS:

1-10-2012

Conditions still exist. Dwelling is vacant and secure. Even though estimated repairs to the dwelling exceed 50% of the tax value assessed by Guilford County Tax Department, the exterior condition of the dwelling is not contributing to blight in the neighborhood.



1315 Vernon Place

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: February 14, 2012



Scale: 1"=200'
y:/ba-pz/inspection/vacate



1315 Vernon Place



1315 Vernon Place

AGREEMENT
CITY OF HIGH POINT, NORTH CAROLINA
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of High Point, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

- A. act as the Washington Representative to the client in Washington, D.C., focusing on securing federal funds for the client's projects;
- B. represent the client regarding legislative and appropriations matters impacting the client specifically;
- C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;
- D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative appropriations;
- E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;
- F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;
- G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;
- H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;
- I. assist the client in drafting legislation and congressional testimony;
- J. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;
- K. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

- L. counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;
- M. review and assist in developing the client's Federal Agenda;
- N. consult the client's elected officials and government affairs team on federal legislative affairs;
- O. alert the client to relevant federal and foundation competitive grant opportunities;
- P. cultivate relations with federal agencies, garner congressional support, and provide every other level of support in general needed to improve the client's ability to obtain competitive grants;
- Q. assist with drafting legislation;
- R. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.;
- S. submit periodic reports providing the latest information on issues of interest to the client; and
- T. provide an annual report giving an overview of TFG's work over the past year and a forecast of issues to be faced in the upcoming year.

2. OBLIGATIONS OF THE CLIENT

The client will:

- A. pay TFG \$10,000 per month one month in advance for professional services;
- B. reimburse TFG for expenses, not to exceed \$5,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;
- C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
- D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;
- E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on

the client's policies and programs;

F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

TFG will not:

- A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;
- B. perform any legal, engineering, accounting or other similar professional services; and
- C. represent any other governmental client in Guilford, Davidson or Randolph Counties unless otherwise approved in advance by the City of High Point.

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

This agreement is for the period beginning on April 1, 2012 and ending on March 31, 2013. Contractual time may be extended upon written mutual consent of the parties.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

CITY OF HIGH POINT, NC

THE FERGUSON GROUP, L.L.C.

By 
STRIB BOYNTON, CITY MANAGER


WILLIAM FERGUSON, CHAIRMAN

Date 3-21-2012

3/19/12

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



Date: March 7, 2012

Memo To: Pat Pate, Assistant City Manager

From: W. Chris Thompson, P.E., Director of Public Services *W. Chris Thompson*

RE: Agenda Item – Municipal Agreement for utilities relocation on
Project B-4760, Surrett Drive Bridge @ US 29-70 Improvements

The NCDOT has prepared plans and is scheduled to bid the above referenced project in the next month or so. It is necessary for the City to enter into a municipal agreement to fund the cost of water and sewer utility relocations as a result of the bridge improvements. The estimated cost for this utility construction is \$291,000.00 and the payment schedule is listed within the agreement. This project has been on the master plan for some time and is in the capital budget. A project has been established and the following accounting information will be used for reimbursement payments: 421779-533701-421121025505-40201.

Please place this item on the next Council agenda for consideration.

CC: Terry Houk
Jeff Moore
Patty Sykes



RECEIVED

FEB 24 2012

Public Service Dept.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

UTILITIES UNIT
1555 MAIL SERVICE CENTER, RALEIGH NC 27699-1555
PHONE (919)-707-7177 FAX (919) 250-4151

EUGENE A. CONTI, JR.
SECRETARY

February 20, 2012

SUBJECT: Utility Agreement-City of High Point-TIP No. B-4760

Mr. Strib Boynton
City Manager
City of High Point
P.O. Box 230
High Point, N.C. 27260-0230

Dear Mr. Boynton

Enclosed are duplicate originals of a Utility Agreement to adjust and relocate municipally owned water and sewer lines. After you have reviewed this Agreement, please have the appropriate authority approve, execute and apply municipal seal to the agreement. Once signed, both originals should be returned to the Utility Agent for Departmental execution. One fully executed agreement will be sent back to you for your file.

If revisions are necessary, please e-mail Steve Cummings, Utility Agent at slcumming@ncdot.gov or call at telephone 919-707-7177 to make the appropriate changes. I will promptly forward the revised agreement back to you for review and execution.

Sincerely

J. Robert Memory
State Utility Agent

SLC:slc

cc: Mr. Mike Mills, P.E. cs 02-16-44 Gnbro, N.C.
Ms. Patty Eason, P.E. cs 02-16-44 Gnbro, N.C.
Mr. Brian Smith, cs 02-16-44 Mcleansville, N.C.
Ms. Sheila Gibbs-contract officer

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
UTILITIES COORDINATION UNIT
1555 MAIL SERVICE CENTER
RALEIGH NC 27699-1555

TELEPHONE: 919-250-4128
Fax: 919-250-4151

WEBSITE: WWW.DOH.DOT.STATE.NC.US

LOCATION:
CENTURY CENTER
1020 BIRCH RIDGE DRIVE
RALEIGH NC 27610

NORTH CAROLINA
GUILFORD COUNTY

UTILITY AGREEMENT

DATE: 2/13/2012

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: B-4760

AND

WBS Elements: 38532.3.1

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 has prepared and adopted plans to make certain street and highway improvements under Project B-4760, in Guilford County, said plans consists of the replacement of Bridge #77 on SR 4053 over US 29/70/I85 Bus; Guilford County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project B-4760 Guilford County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with project special provisions attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B" and the plan sheets attached hereto as Exhibit "C".
2. The Municipality shall be responsible for water and sewer lines cost as shown on the attached Exhibit "C". The estimated cost to the Municipality is \$291,004 as shown on the attached Exhibit

"B". It is understood by both parties that this is an estimated cost and is subject to change. The Municipality shall reimburse the Department for said costs as follows:

- A. Upon completion of the utility work, reimbursement shall be made in three (3) annual principal installments with the first payment due within sixty (60) days of invoicing by the Department but not later than one (1) year after project is let to contract. The second and third installment payments shall be due at one (1) year intervals on the same date as the first payment is due. The first and second payments will be based on the Department's estimated cost of the work. The third payment will be based on the actual bid prices and actual quantities used. The Department shall be responsible for billing the Municipality at the appropriate time.
 - B. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105.241.21.
 - C. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - A. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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.

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you 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.

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

(SEAL)

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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1229 Tank Court

OWNER:

Mark E Hamilton

**FIRST
INSPECTION:**
11-9-2011

Number of Violations: Unsafe 7 Minor 30
1) electrical system missing/vandalized
2) plumbing system missing/vandalized
3) heater removed by vandalism
4) entire floor system has collapsed due to rot and termite damage
5) holes in interior walls and ceiling
6) rotten interior wall studs
7) all accessory storage buildings to be demolished

**HEARING
RESULTS:**
11-29-2011

The owner did not appear for the hearing. The dwelling was inspected due to a complaint from the High Point Fire Marshal's office. At the initial inspection the dwelling was vacant and not secure. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling has been vacant since 2005. During the hearing, the following findings of fact were established. The house is currently uninhabitable due to the extensive structural damage. In its present state, necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is \$13,900. The repair estimate is \$34,320.

**ORDER(S)
ISSUED:**
11-29-2011

Order to Repair or Demolish with a compliance date of 2-29-2012

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

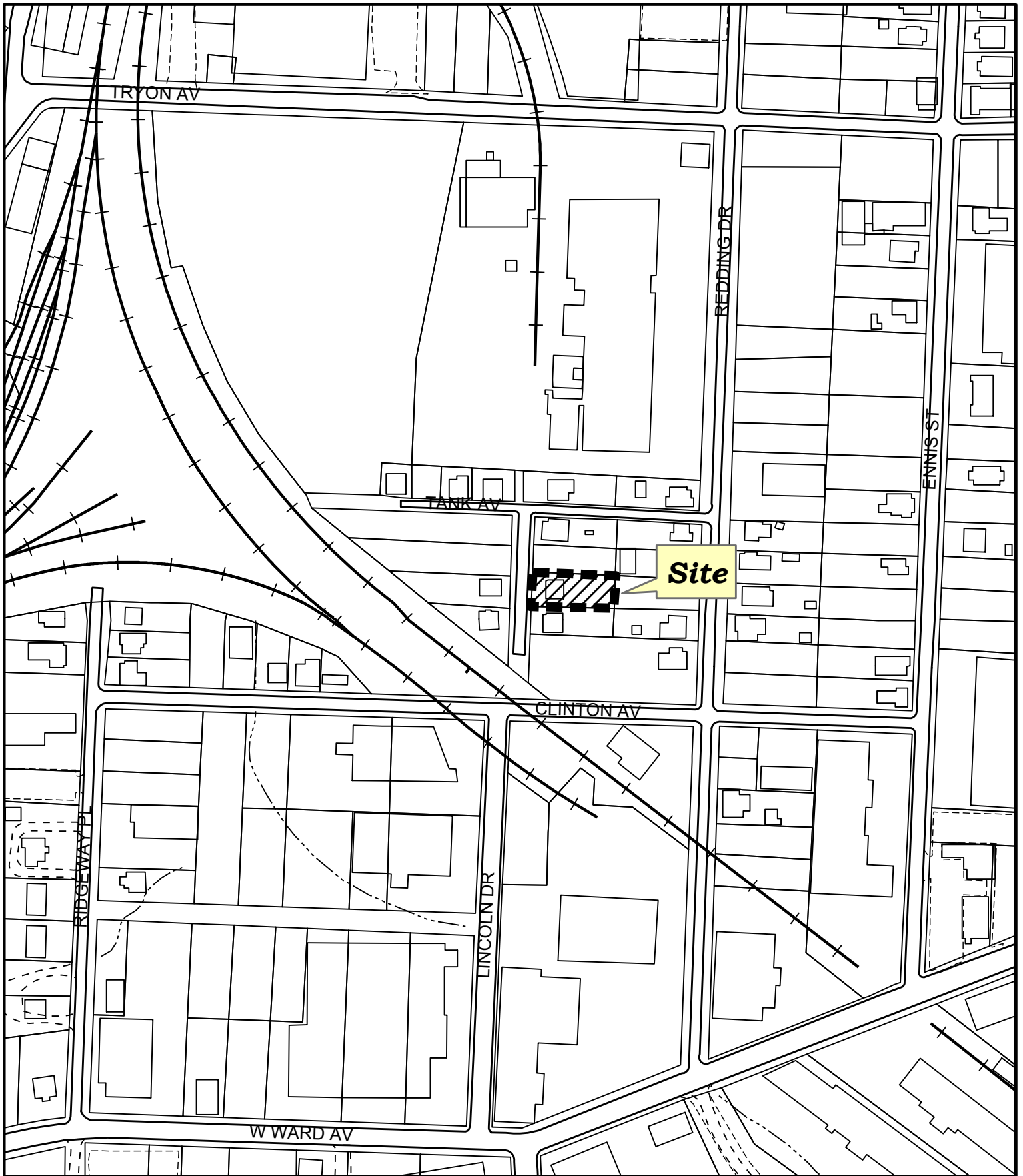
None

EXTENSIONS:

None requested

**CURRENT
STATUS:**
3-7-2012

Conditions still exist. Dwelling is vacant and secure.



1229 Tank Court

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: March 12, 2012



Scale: 1"=200'

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ord-demo.mxd



1229 Tank Ct.



1229 Tank Ct.



1229 Tank Ct.

Resolution Approving Financing Terms

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

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated March 9, 2012. The amount financed shall not exceed \$675,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.48%, and the financing term shall not exceed four (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as BB&T may request.
3. The Financial Services Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Financial Services Director is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Financial Services Director shall approve, with the Financial Services Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code 265(b)(3).
5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 19th day of March, 2012



Lisa B. Vierling, City Clerk





Rebecca R. Smothers, Mayor

PLANNING AND ZONING COMMISSION RECOMMENDATION

On February 28, 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.

Anthony Lepore

Special Use Permit Case 12-01

A request by Anthony Lepore for a Special Use Permit to allow an accessory dwelling unit within the Residential Single Family-7 (RS-7) District. The site is lying along the north side of Woodrow Avenue, approximately 210 feet east of Brookside Drive (327 Woodrow Avenue).

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

Speaking in favor of the request was the applicant/property owner Mr. Anthony Lepore of 327 Woodrow Avenue. He noted that the intent of this new structure would be to house an aging parent and to have a more functional garage.

The Commission members questioned whether the Special Use Permit runs with the property or the current owner, whether separate utilities would be allowed, and whether the structure could be rented in the future. They also asked if there is a maximum size allowed.

Staff responded that a Special Use Permits, like other zoning approvals, runs with the land and not the current owner, and that this or any future property owner would be able to rent the accessory dwelling unit to persons other than family. However, standards of the ordinance regulating this use, such as; requiring utilities to be part of the principal dwelling and not separate, no separate address/mailbox, no separate driveway access, limiting size to 50% of principal dwelling and prohibiting accessory dwelling units from being subdivided or otherwise segregated in ownership from that of the primary residence, all assist in limiting potential abuse of the use.

No one spoke in opposition to this request.

The Planning & Zoning Commission recommended approval of Special Use Permit Case 12-01 by a vote of 7-0.

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

**STAFF REPORT
SPECIAL USE PERMIT 12-01
February 28, 2012**

Request	
Applicant: Anthony Lepore	Owner(s): Anthony Lepore
Proposal:	A Special Use Permit request to allow an accessory dwelling unit within the Residential Single Family-7 (RS-7) District.

Site Information	
Location:	The site is lying along the north side of Woodrow Avenue, approximately 210 feet east of Brookside Drive (327 Woodrow Ave).
Tax Parcel Number:	0180332 (Guilford County)
Site Acreage:	9,448 sq. ft. (approx. 0.2 acre)
Current Land Use:	There is an existing 2-story single family dwelling on the site and a one-story accessory structure (garage) at the rear of the property.
Physical Characteristics:	The site has a gentle sloping terrain that drains from south to north with the rear of the property being approximately 4-feet lower than the front.
Water & Sewer Proximity:	Both a 6-inch City water line and an 8-inch sewer line are lying adjacent to the site along Woodrow Avenue.
General Drainage and Watershed:	The site drains in a general northwesterly direction and development is subject to the City Lake General Watershed Area requirements. Engineered stormwater treatment measures are required for single family developments with a gross density of 2 units per acre or more.
Overlay Districts	Sherrod Park Historic Overlay District City Lake General Watershed (GWA)

Adjacent Property Zoning and Current Land Use			
North:	RS-7	Residential Single Family-7 District	Single family dwelling
South:	RS-7	Residential Single Family-7 District	Single family dwelling
East:	RS-7	Residential Single Family-7 District	Single family dwelling
West:	RS-7	Residential Single Family-7 District	Single family dwelling

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Classification:	The site has a Low-Density Residential land use designation. Low-Density Residential areas include 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:	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.
Community Growth Vision Statement:	Goal #2: Improve high Point's older urban neighborhoods, while ensuring better future neighborhoods. Obj.#2B: Stabilize older neighborhoods by offering a range of new housing types, cost ranges, and both rental and purchase options, with an emphasis on affordable housing and neighborhood character.
Relevant Area Plan(s): Core City Plan	<u>Older & New Housing</u> : Encourages the rehabilitation of existing houses and it states the following: "It is their older architecture that gives these neighborhoods their positive character, and it is one of their competitive advantages that will attract new residents as revitalization occurs. Consequently rehabilitation must be done in accordance with recognized preservation standards that retain important architectural elements."
Zoning History:	There has been no recent zoning activity in this area. Because the site is in the Sherrod Park Historic Overlay District, a Certificate of Appropriateness (COA) is required for any signification building alteration or addition to the property. The applicant appeared before the Historic Perseveration Commission on February 8, 2012 for required COA review and evaluation of the proposed garage/accessory dwelling structure. The Historic Preservation Commission approved the issuance of a COA dependent upon the City Council issuance of a Special Use Permit.

Transportation Information			
Adjacent Streets:	Name		Approx. Frontage
	Woodrow Avenue		63 ft.
Vehicular Access:	Existing driveway access from Woodrow Avenue.		
Traffic Counts:	Woodrow Avenue		None available
Estimated Trip Generation:	Not applicable		
Traffic Impact Analysis:	Required		Comment
	<u>Yes</u>	<u>No</u> X	None
Pedestrian Access:	Not applicable		

School District Information
There is currently a single family dwelling upon this site. The addition of the requested accessory dwelling unit is not expected to significantly impact schools in this area.

Details of Proposal

The applicant has requested a Special Use Permit to allow a detached accessory dwelling unit in accordance with Section 9-5-2(c) of the Development Regulations. There is an existing 440 square foot one-car garage at the rear of the property which requires significant repair and improvements. The applicant is proposing to remove this older structure and replace it with a new 1,081 square foot structure containing a 460 square foot one-car garage and a 621 square foot accessory dwelling unit for an elder family member (see attached site plan and floor plan).

The provision for allowing an accessory dwelling unit in residential districts is not intended for the creation of additional principal units or multifamily developments. An accessory dwelling unit is intended to be adjunct to the principle use of the property, which is a single family dwelling. It is also intended that the functional use of the property retain single family rather than multifamily characteristics. Therefore, the proposal needs to be compatible with the surrounding area; limited in its maximum allowable size; retain all utilities (i.e. water, sanitary sewer and electrical utilities) as part of the principal building (single family dwelling) and have the same address and use the same mailbox as the principal building (single family dwelling). When the public passes by the site it should have the character of a single family dwelling and carry no notion that an accessory dwelling is located upon the property.

Identified Issues

Major or Minor Issues:

❖ None

Findings

A special use is an additional use to those permitted by right in a zoning district. Such a use requires analysis for its potential impact on the proposed site and its impact on surrounding properties. The purpose of the special use permit process is to allow the Planning and Zoning Commission and City Council an opportunity to perform this analysis.

Section 9-3-14 of the Development Ordinance requires that certain findings be made before a special use permit may be approved. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these required findings.

That the use will not materially endanger the public health or safety if located where proposed; staff finds

Compliance	Staff has found no evidence that suggests the requested special use permit to allow an accessory dwelling unit would negatively impact public health or safety in this area.
-------------------	--

That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) *Greater Restrictions*; staff finds

Compliance	Based upon exhibits submitted by the applicant (site plan/survey, floor plan and building elevations), staff finds that all requirements of the Ordinance are being met.
-------------------	--

That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; staff finds

Compliance	❖ There will be no major changes in the functioning of the site as a single family residence. No additional driveway or access changes are proposed; the site is large enough to meet lot coverage and setback standards of the RS-7 District. The applicant is proposing to place the new structure in the same location as the existing garage, will use similar siding materials and the new structure will have the same roof pitch and roof designs as on the principal structure. ❖ The existing 2-story single family dwelling occupies almost the full width of the parcel, leaving a 4.7-foot building setback from the western property line and a 10.5 foot setback along the eastern property line where a driveway is located. The new garage/accessory dwelling unit structure will be located behind the existing house at the end of the driveway. The garage portion of the new structure will be in front of the accessory dwelling unit, so as viewed from Woodrow Avenue little of the structure will be visible except for the garage door.
-------------------	--

That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs; staff finds

Compliance	By incorporating similar façade materials on the new structure as currently exist on the older garage structure, using the same roof design and roof pitch as upon the principal building (single family dwelling) and having limited visibility from the street, the accessory dwelling unit is expected to blend in with the character of the neighborhood. The Historic Preservation Commission approved issuance of a Certificate of Appropriateness and found that the proposed structure would be in character with the period architecture of the main house and the Sherrod Park Historic District
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Recommendation

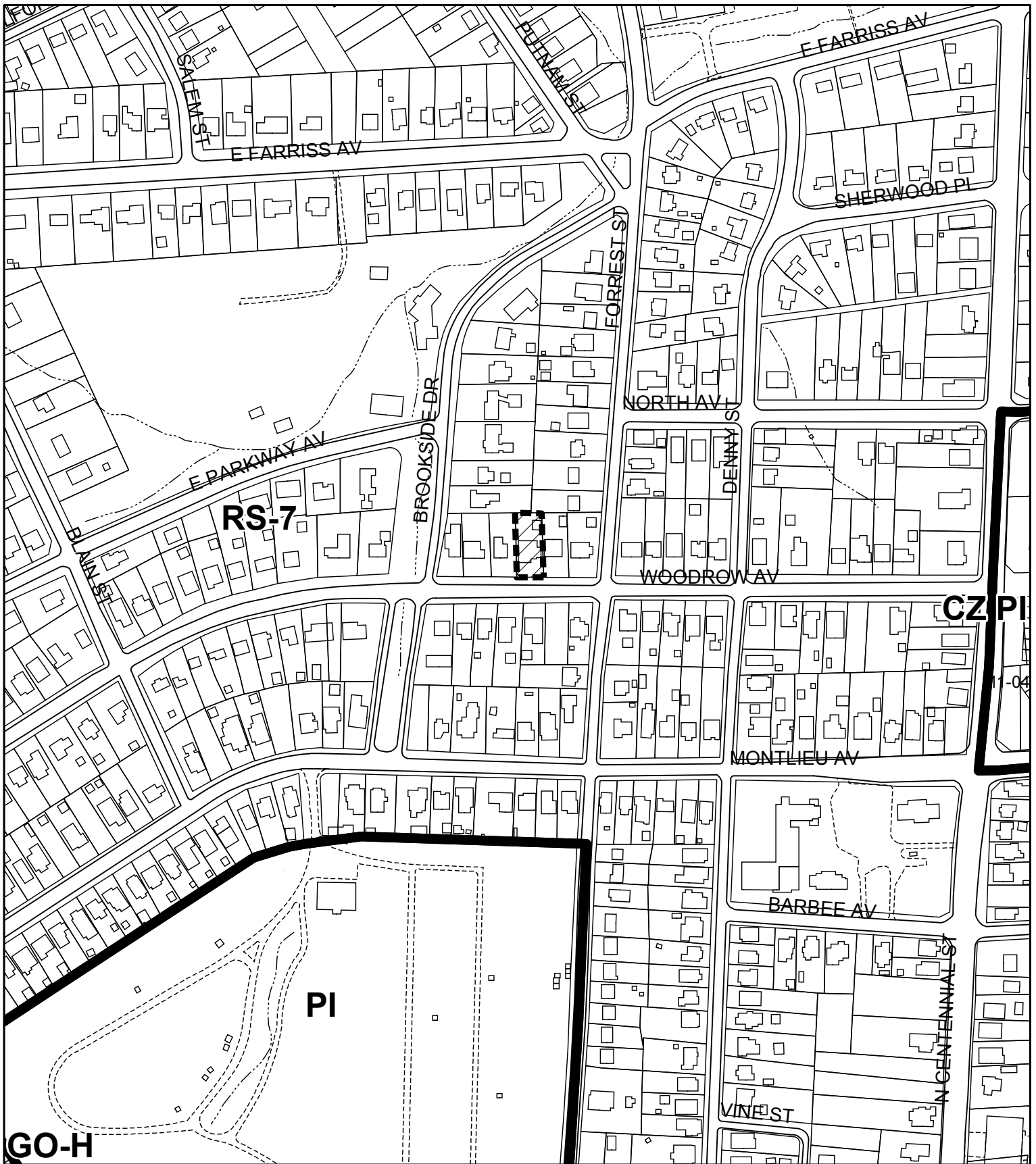
Staff Recommends Approval:

Based upon the conditions in the attached Special Use Permit application and the preliminary findings of facts, staff finds that the request is generally consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan.

The Planning and Development Department recommends approval of the request to allow a detached accessory dwelling unit in a RS-9 District and the accompanying Special Use Permit.

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.



SPECIAL USE PERMIT 12-01

Request: To allow an accessory dwelling unit within the Residential Single Family-7 (RS-7) District

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

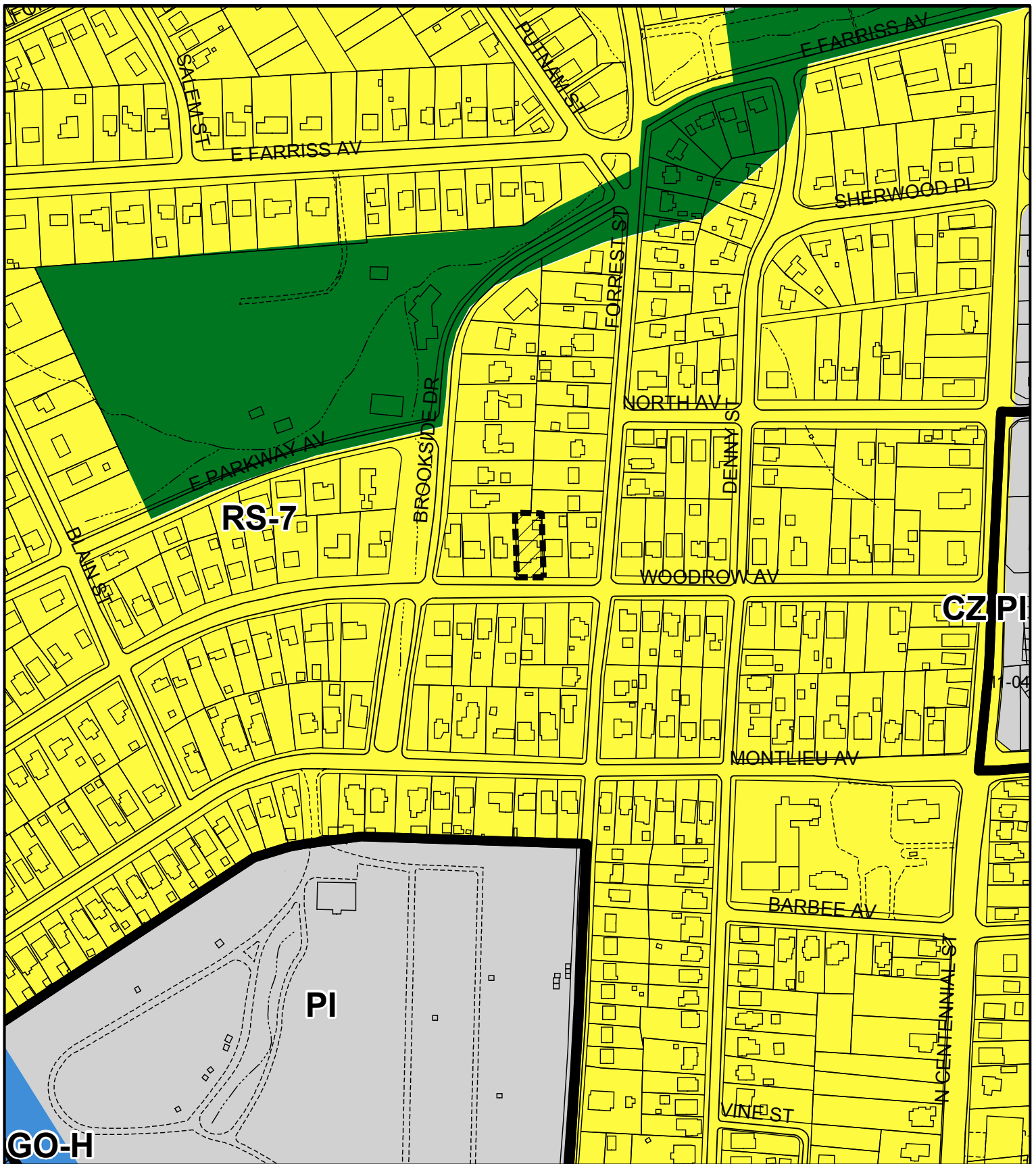
**Planning & Development
Department**

City of High Point

Date: February 10, 2012



Scale: 1"=300'
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SPECIAL USE PERMIT 12-01

Land Use Plan

- | | |
|--|---|
| Low-Density Residential | Institutional |
| Office | Recreation/Open Space |

**Planning & Development
Department**

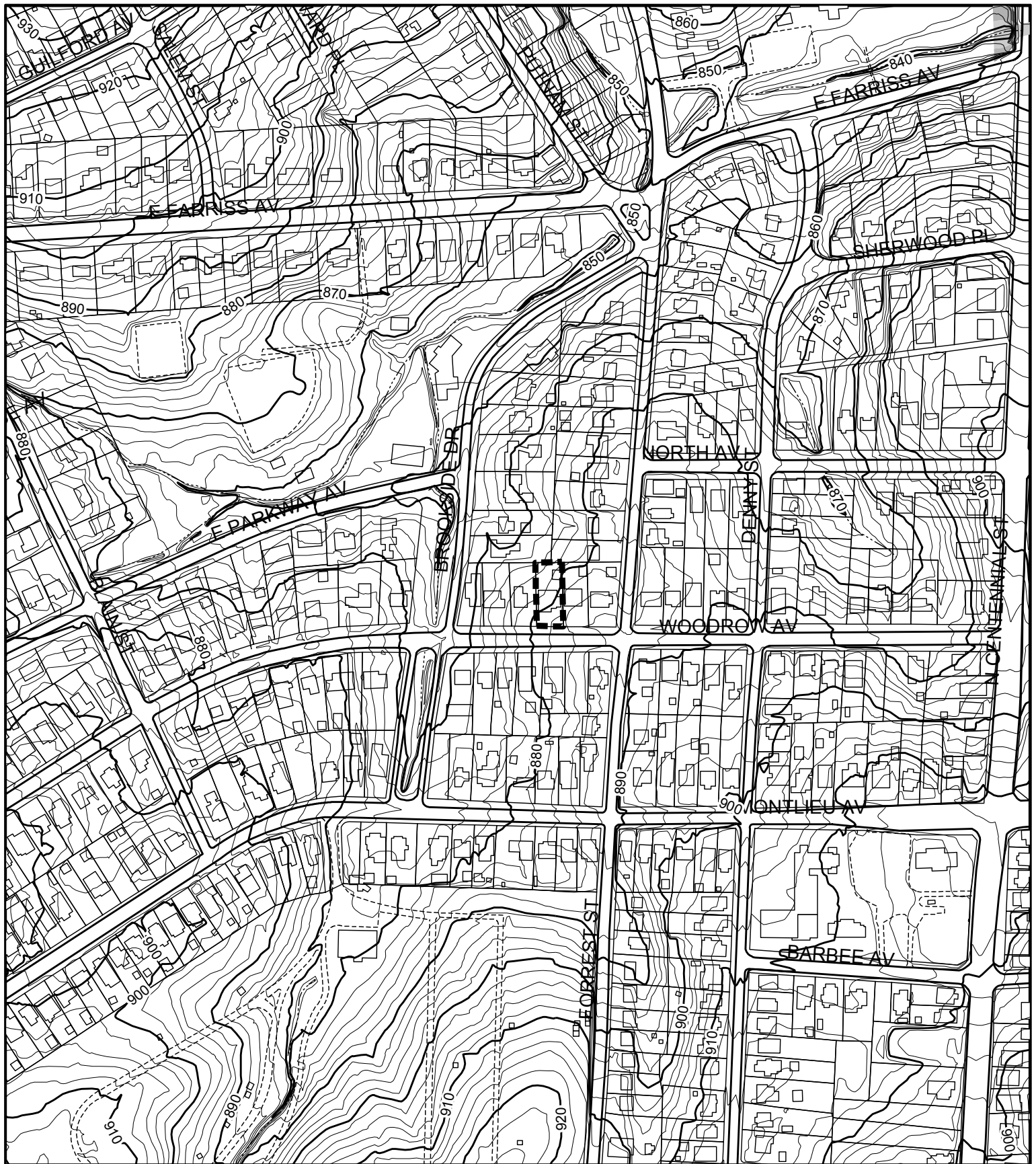
City of High Point

Date: February 20, 2012



Scale: 1"=300'

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SPECIAL USE PERMIT 12-01

Topography

Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point

Date: February 17, 2012



Scale: 1"=300'

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SPECIAL USE PERMIT 12-01



Development Standards for Section 9-5-2(c) of the Development Ordinance
(Accessory Dwelling Units):

- No more than one (1) accessory dwelling unit is permitted.
- The accessory dwelling unit and principal dwelling unit shall have the same address and use the same mailbox.
- Accessory dwelling units shall not be subdivided or otherwise segregated in ownership from that of the primary residence.
- The accessory dwelling unit shall have a maximum of two (2) bedrooms.
- The accessory dwelling unit shall be designed to maintain the architectural design, style, appearance and character of the principal residence. The accessory dwelling unit shall incorporate design elements of the principal residence by using similar and compatible materials, façade treatment, colors, window style/treatment and roof design & pitch.
- Lot must meet the minimum area requirements of the zoning district and not exceed the maximum building coverage with the addition of an accessory dwelling unit.
- Have water, sanitary sewer, gas and electrical utilities as part of the principal building.
- The accessory dwelling unit shall not be served by a driveway separate from that serving the principal residence.
- A detached accessory unit shall be erected behind and at least ten (10) feet from the principal building.
- A detached accessory unit shall not exceed fifty percent (50%) of the gross floor area of the principal building.

DRAFT
SPECIAL USE PERMIT 12-01
CITY OF HIGH POINT, NORTH CAROLINA

February 2, 2012.
(Submitted)

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 9-3-14, SPECIAL USE PERMITS, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE PERMIT AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

USE: One (1) Detached Accessory Dwelling Unit.

CONDITIONS: Accessory dwelling unit shall comply with all of the requirements of Section 9-5-2(c) of the Development Ordinance (Development Standards for Individual Uses – Accessory Dwelling Units to Single Family Dwelling) and be constructed in accordance with the approved site plan and the exhibits attached.

DESCRIPTION OF PROPERTY: An approximately 0.21 acre (9,448± square feet) parcel lying along the north side of Woodrow Avenue, approximately 210 feet east of Brookside Drive (327 Woodrow Avenue).

This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect. If for any reason any condition imposed this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

The issuance of this Special Use Permit authorizes the filing of an application for a building permit, site plan, subdivision or other development approval as required by the Development Ordinance.

SPECIAL USE PERMIT 12-01 AND THE ACCOMPANYING SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF MARCH, 2012.

Lisa B. Vierling
City Clerk

Date

**327 Woodrow Ave.
High Point, NC 27262**

Special Use Permit Worksheet

“USES & CONDITIONS”

The current use of this portion of the property is a detached garage. The proposed use will be a combination garage and ground floor guest house. The proposed use is requested due to our need for in law housing. My father in law has just sold his home and is living with us. The guest house will be perfect for him as it eliminates the need for the purchase and maintenance of another property and gives us a chance to be as close as possible while maintaining his independence.

The conditions of this Special Use Permit request are as follows:

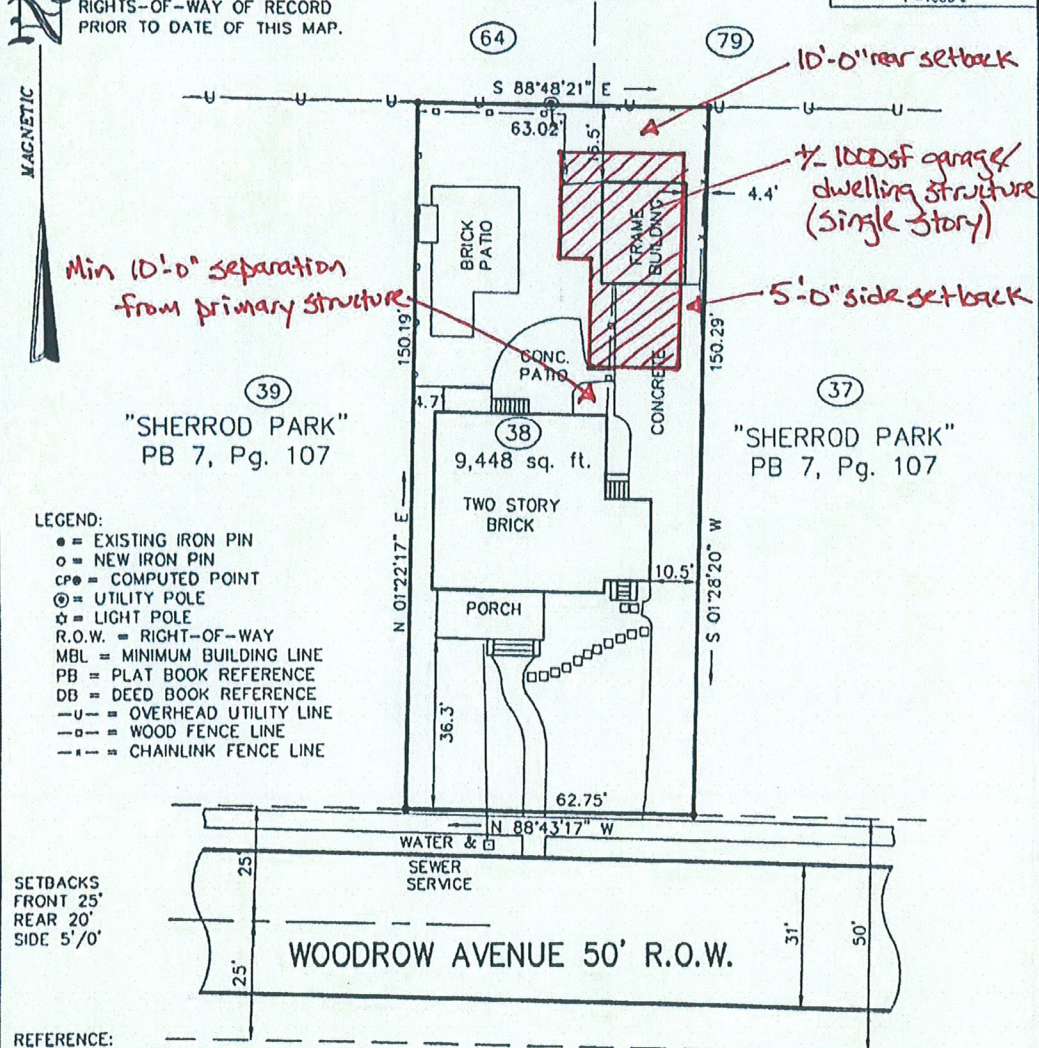
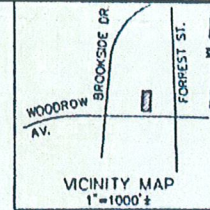
- Maintain the current use of the structure as visible from the street
- Improving upon the look of the current wood siding structure we intend to incorporate the exterior finishes and details of the primary structure. This will include brick veneer that matches as closely as possible, roof overhang and eave details, matching windows and doors, paint colors, etc.
- Abiding by the current minimum side setback of 5' and the minimum rear setback of 10'. No variance request necessary.
- A Certificate of Appropriateness will be required on this project. This will insure our compliance with all regulations in the Sherrod Park Historic District.

NOTE: THIS SURVEY BASED ON EXISTING IRON PINS FOUND AS SHOWN.

THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL & ACCURATE TITLE SEARCH.

THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY OF RECORD PRIOR TO DATE OF THIS MAP.

"REVISED MAP OF PARK PLACE"
PB 11, Pg. 81



- LEGEND:
- = EXISTING IRON PIN
 - = NEW IRON PIN
 - CP = COMPUTED POINT
 - ⊙ = UTILITY POLE
 - ☆ = LIGHT POLE
 - R.O.W. = RIGHT-OF-WAY
 - MBL = MINIMUM BUILDING LINE
 - PB = PLAT BOOK REFERENCE
 - DB = DEED BOOK REFERENCE
 - U- = OVERHEAD UTILITY LINE
 - o- = WOOD FENCE LINE
 - |- = CHAINLINK FENCE LINE

REFERENCE:
LOT 38, SHERROD PARK, PB 7, Pg. 107
DB 6267, Pg. 1240, TAX PARCEL: 0180332.

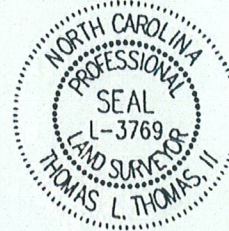
I, THOMAS L. THOMAS II, PLS, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY, AND THAT AREA, IF SHOWN, WAS COMPUTED FROM COORDINATE GEOMETRY.

I ALSO CERTIFY THAT THIS IS A SURVEY OF AN EXISTING PARCEL OF LAND.

WITNESS MY HAND AND SEAL THIS 16th DAY OF DEC, 2011.

THOMAS L. THOMAS II, PLS L-3769

*** THIS DRAWING DOES NOT COMPLY WITH N.C.G.S. 47-30 ***
** THIS PLAT NOT PREPARED FOR RECORDATION **



MARK TERRY & Assoc., INC. P.C.
PROFESSIONAL LAND SURVEYOR

10837 North Main Street
Archdale, NC 27263

Phone: (336) 431-2114 FAX: (336) 431-2136

EMAIL: MTERRYINC@AOL.COM

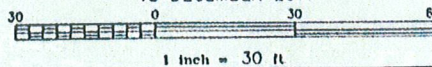
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SURVEYED BY: TOM

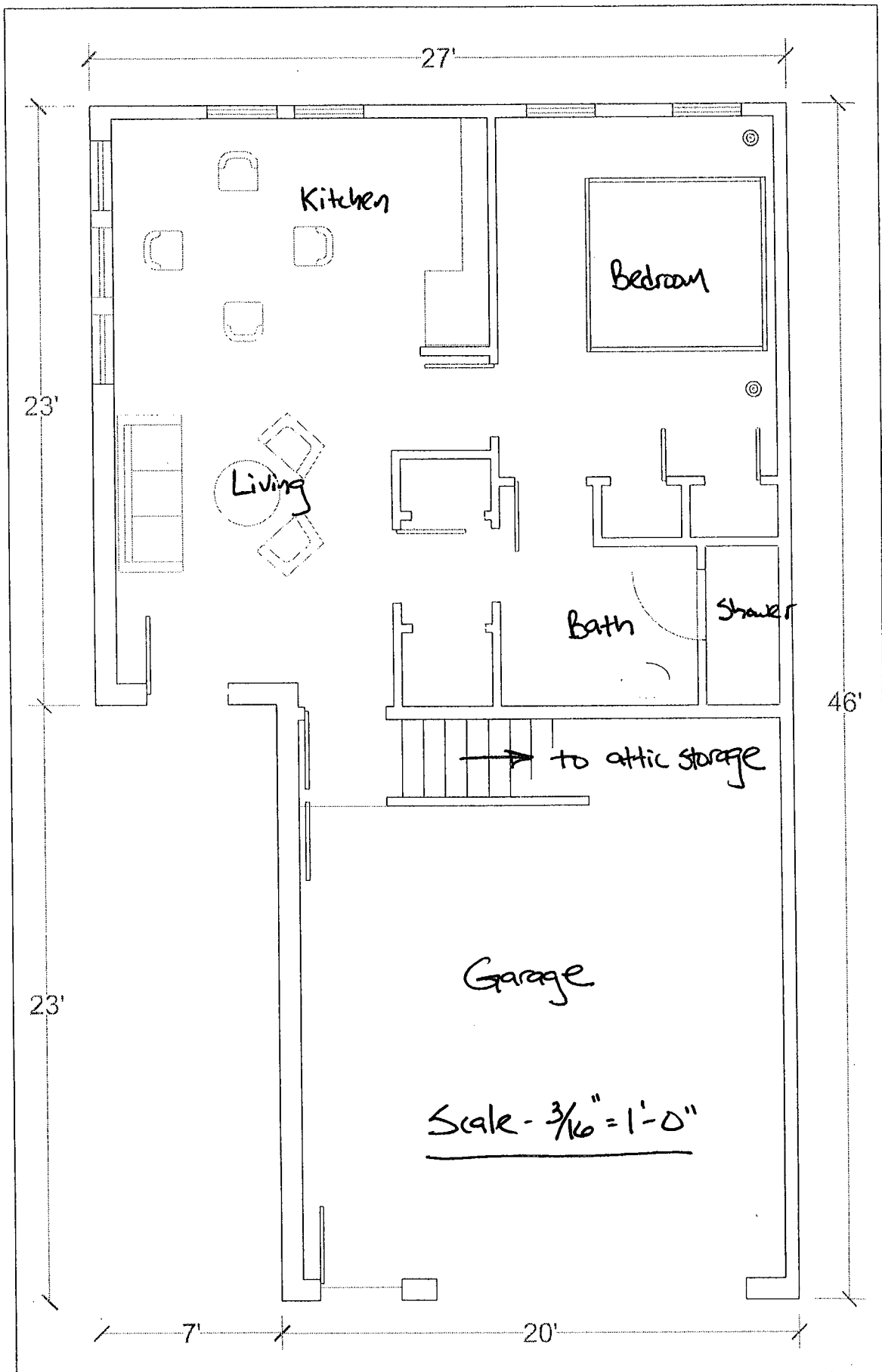
DRAWN BY: TLT

SURVEY FOR
**ANTHONY M. LEPORE &
AMANDA L. LEPORE**

327 WOODROW AVENUE
HIGH POINT, HIGH POINT TOWNSHIP
GUILFORD COUNTY, NORTH CAROLINA
13 DECEMBER 2011

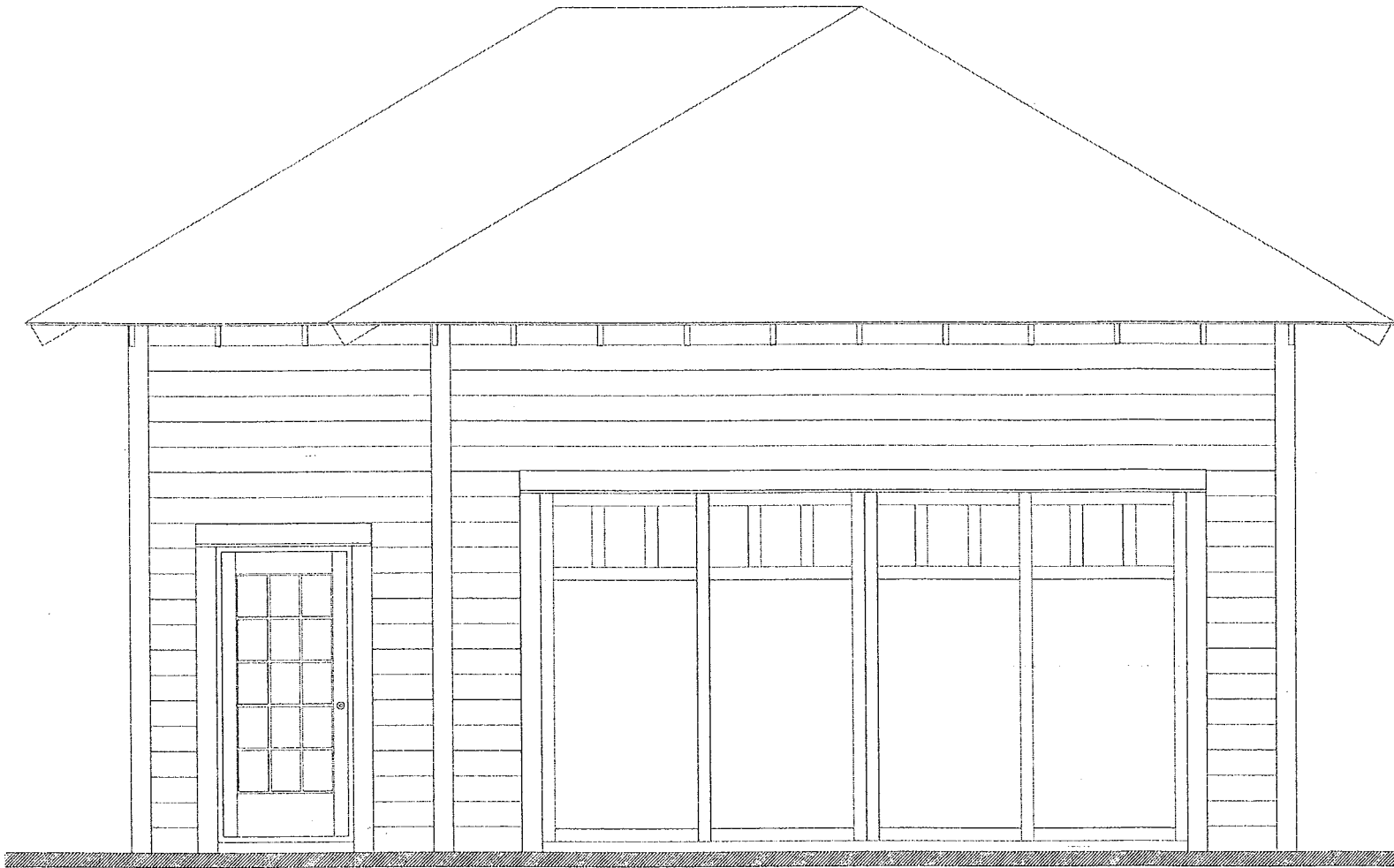


JOB NO.: 10485-169-11



New Garage/Guest Apartment - 327 Woodrow Ave.

Front elevation of proposed new structure as viewed
from Woodrow Avenue.



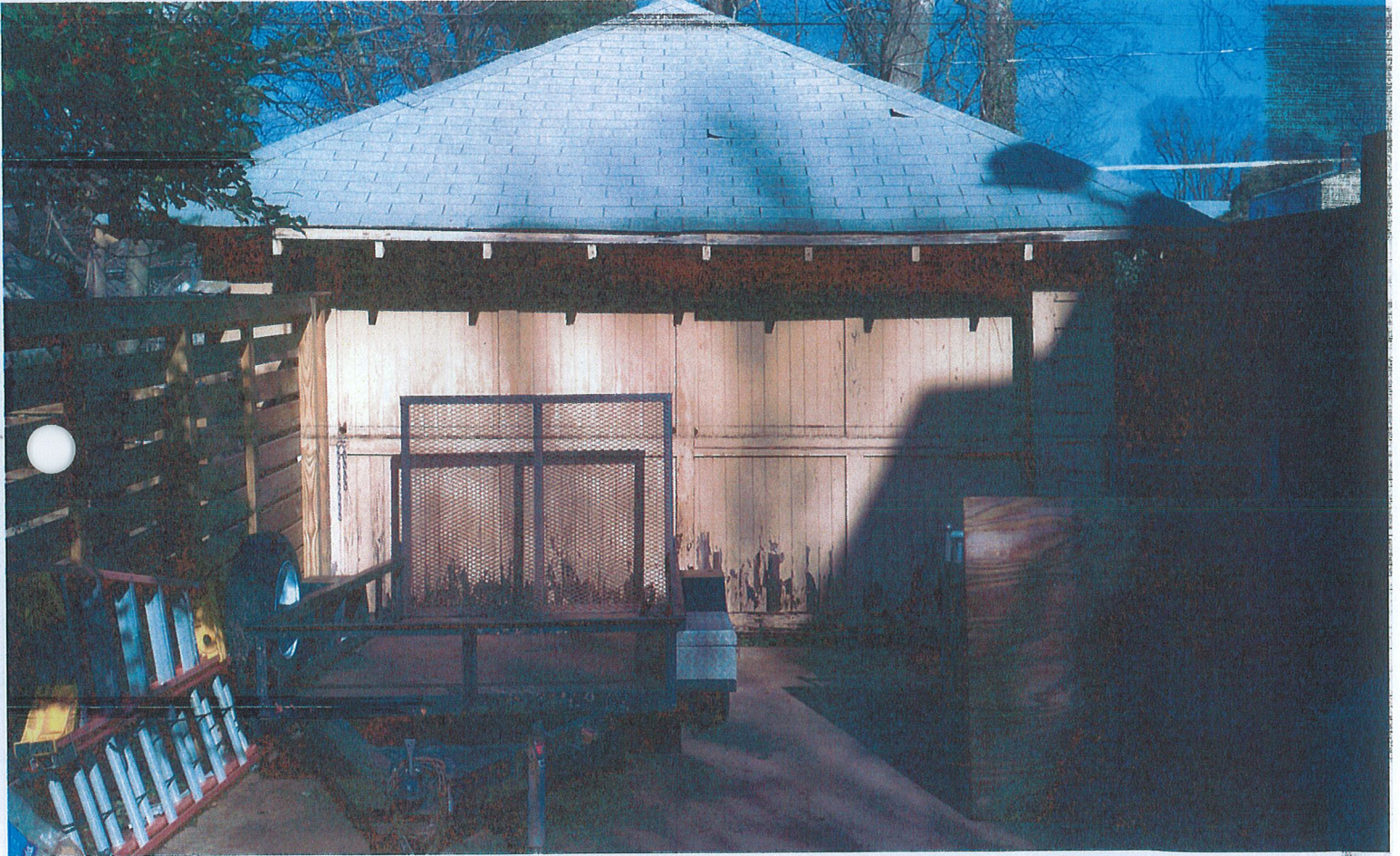
Front of site as viewed from Woodrow Avenue.



Existing garage as viewed from Woodrow Avenue.



Front of existing garage.



Side view of existing garage





MEMORANDUM

March 12, 2012

MEMO TO: Pat Pate, Assistant City Manager
FROM: Jeffrey A. Moore, Financial Services Director
SUBJECT: Recommendation for Exemption of Qualification Based Selection

Please place the following item on the agenda for City Council's consideration at their March 19, 2012 meeting:

The Planning and Development Department went through the RFQ process to select a consultant to prepare a code assessment of the Development Ordinance in anticipation of rewriting the ordinance at a future date. Clarion Associates was selected to complete this process. Funding has now become available to complete the project and the Planning and Development Department recommends that we select Clarion to rewrite the Development Ordinance based upon their prior qualifications and familiarity with the project. The value of the proposed project is \$320,645.

In order to complete the purchase, the following actions are requested from City Council to authorize the exception to the bid laws and approve the purchase of professional services for rewriting the Development Ordinance from Clarion Associates.

1. City Council is requested to approve the attached resolution providing an exemption to the qualifications based selection process for the purchase of services by the Planning and Development Department.

State Statute (G.S. 143-64.32(b)) requires City Council to specifically authorize exemptions to the qualifications based selection process prior to awarding the contract. Based on the justification provided, the Planning and Development Department appears to have met the standard for a qualified exemption based upon proven performance of the selected vendor on the prior RFQ and reasonable fee structure for this project. Representatives of the Planning and Development Department will be present to answer any questions that may arise.

2. City Council is requested to approve the contract for professional services from Clarion Associates in the amount of \$320,645. The funds for this project are available through HUD Grant Funds in the amount of \$200,645 and the \$120,000 local grant match appropriated by City Council at their February 20, 2012 meeting.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT
CONCERNING PROCUREMENT OF CONSULTING SERVICES FOR
DEVELOPMENT ORDINANCE CONSULTANT

WHEREAS, N.C.G.S. 143-64.31 establishes a general public policy that procurement of professional, architectural or engineering services for state and local construction projects should normally be based upon announcement and merit selection process; and

WHEREAS, the law allows a governing body to deviate from the general public policy in the selection process, if the particular project is exempted in the sole discretion of the local governing body; and

WHEREAS, the City Council of the City of High Point has determined that it is desirable and in the best interests of the City of High Point to exempt the rewriting of the Development Ordinance from the requirements of the law.

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

(1) For the following reasons, the City Council of the City of High Point hereby finds that the Development Ordinance project shall be exempt from the general public policy requirements concerning the selection of professional services.

The selected consultant, Clarion Associates, completed an assessment of the Development Ordinance in 2008, as the first step in rewriting the ordinance. This contract is to complete the second phase of the project, which is to rewrite the Development Ordinance.

(2) The City Council hereby authorizes the City to use whatever method or procedure is most manageable and likely to result in the acquisition of competent, professional, architectural or engineering services at a reasonable cost for said project.

Adopted this _____ day of _____, 2012.

Mayor

ATTEST:

City Clerk



MEMORANDUM

March 13, 2012

To: Honorable Mayor and City Council
From: G. Lee Burnette, AICP, Director
Subject: **UPDATE High Point Contract for Professional Services**

In November 2011, the Planning and Development Department was awarded a HUD Community Challenge Planning Grant in the amount of \$239,141 for the UPDATE High Point project to rewrite the Development Ordinance. As you may recall, Clarion Associates was hired in 2008 to conduct an assessment of the Development Ordinance as the first step to rewriting the ordinance. After assessment was complete, Council gave the go ahead to take the next step and rewrite the Development Ordinance. Unfortunately, due to the bad economy, funding was not available for this phase of the project.

Now that funding has been made available through the HUD grant, staff is ready to proceed with the project and we are asking for approval to hire Clarion Associates to complete the project. Their contract is in the amount of \$320,645 which will be paid for with a cash match of \$120,000 and HUD grant funds of \$200,645, which were appropriated at the February 20th City Council meeting .

If you have any questions, please do not hesitate to contact me or Heidi Galanti.

cc: Strib Boynton,
Randy McCaslin
Pat Pate,
Lisa Vierling

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the ____ day of March, 2012, by and between the City of High Point, North Carolina (hereinafter referred to as the Client), and Clarion Associates, a Colorado Limited Liability Company doing business at 101 Market Street, Suite D, Chapel Hill, North Carolina 27516 (hereinafter referred to as the Contractor).

WHEREAS, the Client desires to update its Development Ordinance; and

WHEREAS, the Client desires to engage the Contractor to render these professional services in connection with this project; and

WHEREAS, the Contractor desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Scope of Services.

The Contractor agrees to provide professional services to update Client's Development Ordinance. The services to be performed are described in Exhibit A attached hereto and incorporated herein (Exhibit A is titled "Scope of Services"). The Client agrees to provide supporting services to the Contractor as described in Exhibit A.

2. Time of Performance. The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor, and will be undertaken and completed consistent with the schedule set out in Exhibit A. The time of performance may be extended by mutual agreement of the parties as set out in Exhibit C.

3. Method of Payment & Total Project Amount. The Client shall compensate Contractor for its services in accordance with the Compensation Schedule set out in Exhibit B. It is understood and agreed that the total compensation and reimbursement to be paid for the professional services rendered under this Agreement shall not exceed the sum of \$320,645.00. Contractor may invoice Client on a monthly basis for the percent of work completed on each task, and Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is satisfactorily completed. By mutual agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

4. General Terms and Conditions.

- A. Termination of Agreement. The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to the Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for 3 years after the agreement ends.
- E. Ownership of Documents. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.

- F. Use of Work. Contractor assigns to Client the right to: 1) reproduce the work prepared under this Agreement; 2) distribute copies to the public; and 3) display the work publicly. Contractor shall have the right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.
- G. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- H. Notices. Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Heidi H. Galanti, AICP
City of High Point
Planning and Development Department
P.O. Box 230
High Point, NC 27261
Facsimile number: 336-883-3056
Email: heidi.galanti@highpointnc.gov

Notices to Contractor from Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed to:

Craig Richardson, Director
Clarion Associates
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
Facsimile number: (919) 967-9077
Email: crichardson@clarionassociates.com

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may

change its address in reference to notices by written notification to the other party.

5. **Indemnification.** The Contractor agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.
6. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
7. **Certificate of Insurance.** Contractor agrees to procure all of the insurance specified below and shall submit a Certificate of Insurance, from an insurer duly authorized to do business in North Carolina, naming the City of High Point, North Carolina, as an additional insured:
 - A. **Workers' compensation insurance.** Workers' Compensation insurance for all employees who are engaged in the work under the agreement.
 - B. **Motor vehicle liability insurance.** Contractor shall take out and maintain during the life of this agreement, such motor vehicle liability insurance as shall protect Contractor while performing work covered by this agreement from claims for damages which may arise from operations by Contractor or by any other persons directly or indirectly employed by Contractor and the amounts of such insurance shall be as follows:
 1. **Motor vehicle liability insurance.** On all motor vehicles owned, leased or otherwise used by Contractor in an amount not less than \$1,000,000.00 (combined single limit) for bodily injury including death and property damage combined.

C. Professional liability insurance. Contractor shall procure and maintain professional liability insurance in the amount of not less than \$1,000,000.00.

D. Insurance Company. The insurance company(ies) used by Contractor must be licensed to do business in the State of North Carolina.

8. Inquiries Regarding Payment. All inquiries regarding payment of invoices are to be directed to:

Heidi H. Galanti, AICP
Planning and Development Department
P.O. Box 230
High Point, NC 27261

9. Anti-discrimination Clause. Client does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided.

10. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the Client and the Contractor.

11. Mediation. All claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, may be submitted to non-binding mediation upon agreement of the parties. The cost of said mediation shall be split equally between the parties. Mediation conducted under this Agreement shall occur in High Point, North Carolina.

12. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties hereto.

CLARION ASSOCIATES LLC

HIGH POINT, NORTH CAROLINA

BY: _____
Craig Richardson

BY: _____

Title: _____
Director

Title: _____

Date: _____

Date: _____

ATTEST:

BY:

Printed Name:

Title: City Clerk

(SEAL):

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

City Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited as required by the Local Government Budget and Fiscal Control Act.

Finance Director

EXHIBIT A:

SCOPE OF SERVICES

The scope of services includes the following seven tasks:

Task 1:	Refresh Development Ordinance Assessment
Task 2:	Draft Development Ordinance
Task 3:	Design Standards and Preferred Development Types
Task 4:	Test Development Ordinance
Task 5:	Public Hearing Draft of Development Ordinance
Task 6:	Training
Task 7:	Administrative Manual

TASK 1: REFRESH CODE ASSESSMENT

A. Contractor “Refreshes” 2009 Code Assessment

Because there are possible changed conditions and circumstances, and modest changes in the city’s land use policy direction since completion of the Code Assessment, as well as a continuing need to gain additional input from under represented members in the community about their specific preferences for development form in redevelopment and core city areas, in Task 1 the Contractor will refresh the Code Assessment by revising it to:

1. Incorporate any relevant changed conditions and circumstances;
2. Incorporate additional input from under represented members of the community about their specific preferences for development form in redevelopment and core city areas (through a citizens preference survey);
3. Incorporate any changes in land use policy direction made by the city; and
4. Refine the annotated outline component, as appropriate, to address any changes made to the key issues based on changed conditions, changed policy direction, and additional input on citizen preferences.

In undertaking this task, the Contractor will do the following:

1. Review any additional relevant plan documents and studies developed by the city over the past few years, and other materials relevant to changed conditions.
2. Conduct two days of follow-up interviews with city staff and other city officials to discuss changed conditions and changed land use policy direction, and their relevance to refinements that need to be made to the Code Assessment.
3. Revise the citizens preference survey used in preparing the original Code Assessment, focusing it more specifically on development form in redevelopment and other core city areas, where it will directly impact under represented populations, assist NC A &T Center for Energy Research and Technology (CERT) and Center for New North Carolinians (CNNC) in conducting the citizen preference survey over two days in multiple locations

within the city through the use of key pad polling, and then tally and analyze the results.

Based on this information, Contractor will then refresh the Code Assessment. This will include (1) making refinements to the key issues and solutions discussed in the diagnosis to reflect changed conditions, changes in policy direction, and the input received from the participants of the citizen's preference survey, and (2) changes in the detailed annotated outline, as appropriate, to reflect the refinements made in the diagnosis.

The draft of the "refreshed" Code Assessment will be provided to city staff for internal review only. After receiving one set of written consolidated comments from staff, Contractor will reach consensus about revisions to the draft "refreshed" Code Assessment and make the agreed-upon changes. The "refreshed" Code Assessment will then be made available by city staff, and to the public.

While city staff is reviewing the draft of the "refreshed" Code Assessment, Contractor will design and establish a website for the project. The website would be used to provide information about the project and its schedule. New work products would be placed on the website when they are available for public review. The website would serve as a tool by which the public could comment on the process and the work products as they are completed.

B. Public Meetings on "Refreshed" Code Assessment.

After completion of the "refreshed" Code Assessment, Contractor will conduct work sessions with the Citizen Advisory Committee and the City Council on the "refreshed" Code Assessment, and conduct a public forum. The Advisory Committee will function as citizen advisors to the Contractor and city staff on matters related to the project. The Advisory Committee will include representatives from the Planning and Zoning Commission, Human Relations Commission, local neighborhood organizations such as the Neighborhood Leaders Council, the development community, environmental organizations, and other community based organizations. The committee will consist of approximately 11-15 persons.

At the work session with the City Council, Contractor will look for direction from the Council that the direction in the "refreshed" Code Assessment is appropriate, or that additional refinements need to be made. To the extent refinements are necessary, Contractor will make refinements to the "refreshed" Code Assessment before proceeding to Task 2.

TASK 1: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Review plan studies and other land use policy documents prepared by the city over the past two years
- Review other materials relevant to changed conditions in the city over the past two years
- Conduct interviews with city staff/other city officials about changed conditions /land use policy direction
- Revise citizen's preference survey and assist CERT and CNNC in conducting survey and analyzing results

- Prepare Staff Review draft of “refreshed” Code Assessment
- Prepare project website
- Prepare Public Review draft of “refreshed” Code Assessment
- Conduct meetings on “refreshed” Code Assessment with Citizen Advisory Committee and City Council
- Conduct public forum on “refreshed” Code Assessment

City Staff:

- Review and provide comments on revised citizen’s preference survey
- Review and provide written consensus/consolidated comments on “refreshed” Code Assessment
- Review and provide comments on project website
- Distribute “refreshed” Code Assessment to public
- Organize meeting with Citizen Advisory Committee and City Council (and Planning and Zoning Commission), if appropriate
- Organize public forum

Deliverables:

- Revised citizen’s preference survey
- Staff review draft of “refreshed” Code Assessment
- Public review draft of “refreshed” Code Assessment (electronic version and hardcopy)

Trips

Five trips to High Point:

- One, two-day trip, for meetings with city staff/city officials to discuss changed conditions/land use policies
- Two, one-day trips to assist CERT and CNNC conduct citizen’s preference survey
- Two, one-day trips to conduct meetings with Citizen Advisory Committee, City Council, and conduct one public forum

Schedule

Completed: Three months after Project Initiation

TASK 2: DRAFT DEVELOPMENT ORDINANCE

A. Draft of Development Ordinance

Based on the “refreshed” Code Assessment, public input, and City Council direction, Contractor will prepare a new Development Ordinance that addresses the issues identified in the “refreshed” Code Assessment. The new Development Ordinance will be clear, concise, and drafted with the goal of efficient administration. It will emphasize the use of graphics, tables, and charts to explain zoning, subdivision, and land use concepts, instead of voluminous text. The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions.

Because the new Development Ordinance will include a substantial amount of new information, it will be difficult for any review body, or the public, to digest it in a single review or meeting. Therefore, the drafting process will be divided into three manageable installments as follows:

- 1) procedures/administration; 2) zone districts and uses; and 3) development standards/definitions.

All elements of the code would be included in the draft Development Ordinance.

B. Public Review Draft and Meetings

After receiving comments from city staff, Contractor and city staff will reach consensus about revisions, and Contractor will make the agreed-upon changes. The

draft installment will then be placed on the project website and made available to the public.

Once the draft installment is sent out for public review, Contractor will conduct a work session with the Citizen Advisory Committee and the City Council on each of the three installments. The purpose of these meetings is to receive comment, input, and direction on the draft installments. In addition, Contractor will also conduct two public forums (one after the second installment, and one after the third installment of the Development Ordinance). The public forums will be coordinated with the CNNC and CERT meetings conducted on the draft Development Ordinance.

C. Testing Draft of Development Ordinance

Based on comments received from the public and Citizen Advisory Committee, and direction from the City Council, Contractor will revise the public review drafts to create a consolidated draft of the Development Ordinance to be carried forward into the testing process in Task 4. Contractor will also prepare comparisons between the current and proposed ordinances, summarizing major changes. The testing draft will include a consolidated table of contents.

TASK 2: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Prepare staff review draft of new Development Ordinance (in three installments)
- Prepare public review draft of new Development Ordinance (in three installments)
- Conduct meetings on each installment with Citizen Advisory Committee and City Council
- Conduct two public forums after second and third installments of Development Ordinance, coordinate public forums with CNNC and CERT meetings,
- Prepare testing draft of Development Ordinance

City Staff:

- Review and provide written consensus/consolidated comments on each installment, in writing; provide input on illustrations/graphics
- Distribute installments to public
- Organize meetings with Citizen Advisory Committee and City Council or Planning and Zoning Commission, if appropriate
- Organize public forums

Deliverables:

- Three installments of Development Ordinance (Staff Review and Public Review versions) (hardcopy and electronic versions)
- Testing Draft version of Development Ordinance (hardcopy and electronic version)

Trips

Five trips to High Point:

- Three, one-day trips, for meetings with Citizens Advisory Committee/City Council on the three installments of the Development Ordinance (one meeting to present each draft installment)
- Two, one-day trips to conduct two public forums (after the second and third installments) (these are separate trips)

Schedule

Completed: Seventeen months after Project Initiation

TASK 3: DESIGN STANDARDS AND PREFERRED DEVELOPMENT TYPES

Contractor will prepare design-related provisions and preferred development type alternatives (for use in the actual implementation of the new Development Ordinance) concurrent with the drafting of the third installment of the Development Ordinance in Task 2. This work will be based on the “refreshed” Code Assessment. The design standards will include the following:

A. Mixed-Use and Commercial Design Standards

Will address issues related to the design and layout of retail, office, and light industrial development, including:

- Circulation and access for pedestrians and vehicles;
- Streetscape design (including aspects such as streetscape landscaping, drive aisle design, and development entry features);
- Site layout and building orientation, with a focus on multi-building placement and relationship, parking area design and location, and public gathering spaces; and
- Building character (including provisions related to massing, primary entrance features, service area screening, and transitions to adjacent lower-intensity uses).

Contractor will prepare a “staff draft” of the design standards, which will be integrated into the third installment of the Development Ordinance, for internal staff review only. After receiving comments from city staff on the design standards, Contractor will make changes and integrate the design standards into the Public Review Draft of the third installment of the Draft Development Ordinance. Advisory Committee/City Council and public review of the design standards will occur as part of the review and comment on the third installment of the Draft Development Ordinance outlined in Task 2.

B. Preferred Development Types

Preferred development types are tools used to encourage desired development form(s) in the city. They involve the development of specific buildings forms with lay-out/site plans and architectural details that if used in identified districts and corridors of the city, are permitted by right, and could be approved by the city in an expedited fashion. It is one way the city can create strong incentives for preferred development types, and make it much easier for landowners/developers with limited means to develop/redevelop. In an effort to create an easier path for desired forms of redevelopment, in Task 3 the Contractor, working in conjunction with city staff, will identify five to seven different types of preferred development (which can be developed for different types of uses and development forms in different districts), and then prepare detailed plans, including building location, parking location, general landscaping, and basic building elevations and site lay-out for these preferred development types, so that any landowner/development who is willing to build the preferred development type, has ready-made plans, which can be submitted, and will receive zoning approval.

TASK 3: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Prepare staff draft of design standards (identified in Task 3 above) to be integrated into third installment of staff draft of Development Ordinance
- Prepare Public Review Draft of design standards to be integrated into third installment of Public Hearing Draft of Development Ordinance
- Prepare preferred development types (identified in Task 3 above), to be used in administration/implementation of the new Development Ordinance

City Staff:

- Review and provide written consensus/consolidated comments on staff draft of design standards; provide input on illustrations/graphics
- Review and provide written consensus/consolidated comments on staff draft of preferred development types illustrations/graphics

Deliverables:

- Design standards (identified in Task 3 above) to be integrated into third installment of Development Ordinance
- Preferred development types (identified in Task 3 above) to be used in administration/implement of new Development Ordinance

Trips

- Not applicable

Schedule

Completed: Seventeen months after Project Initiation

TASK 4: TEST DEVELOPMENT ORDINANCE

A. Test Case Studies

In Task 4, Contractor will conduct a focused test of the suggested new regulatory provisions through a comparison of recently approved development (both that which is well-liked, and not so well-liked) and comparable hypothetical development produced in accordance with the proposed Development Ordinance provisions. The test includes a side-by-side comparison of four examples (case studies) of recently approved development (e.g., single-family residential subdivisions, stand-alone retail or commercial development, multi-family development, industrial or institutional development, or mixed use development) alongside comparable hypothetical development on the same site under the new provisions. The objective of the comparison is to measure the impact of the proposed regulations and their ability to produce the desired forms of development. Contractor will prepare the site plans for the examples (case studies), comparing the results of the old versus the new regulations.

B. Public Participation

Contractor will then prepare a summary presentation for each test case study for display on the city's website, and for use in future public presentations. Contractor will present the results of the test case studies to the public at two workshops, with stakeholders, and other groups, as directed by city staff. Based on input at these meetings, refinements may be made to the Public Hearing Draft of the Development Ordinance in Task 5.

TASK 4: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Work with city staff in identifying test case studies
- Prepare four test case studies and public outreach materials
- Present the results of the test case studies at two work sessions

City Staff:

- Work with Contractor in identifying test case studies
- Review and comment on case studies and outreach materials
- Organize and attend work sessions

Deliverables:

- Four test case studies

Trips

- Two, one-day trips, for work sessions on test case studies

Schedule

TASK 5: PUBLIC HEARING DRAFT OF DEVELOPMENT ORDINANCE

A. Public Hearing Draft of Development Ordinance

Based on input from the Citizens Advisory Committee, Planning and Zoning Commission, stakeholders, the public, and direction from the City Council during Tasks 1-4, Contractor will make necessary changes to the draft Development Ordinance, and deliver a Public Hearing Draft of the new Development Ordinance to city staff. This draft includes a consolidated table of contents, illustrations, and an index for ease of use by reviewers. There will be a total of \$12,000 of illustrations/graphics that are mutually agreed to by city staff and contractor. The draft is placed on the project website and made available to the public. This document will include search and linking capabilities.

B. Public Hearings or Work Sessions

Once the Public Hearing Draft of the Development Ordinance is made available, Contractor will attend two public hearings or work sessions with the Planning and Zoning Commission/City Council to present the Public Hearing Draft of the Development Ordinance and answer questions. The Contractor is available to attend additional public hearings and work sessions on a time and materials basis as set out in Exhibit C.

C. Final Revisions for Adoption

Based on direction from the city following its work session(s) and public hearings on the Public Hearing Draft of the Development Ordinance, Contractor will make final revisions to the draft and deliver a final version of the Development Ordinance to the city.

TASK 5: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Prepare Public Hearing Draft of Development Ordinance, including graphics; one digital copy in MS Word and a pdf version
- Conduct two work sessions or public hearings with Planning and Zoning Commission/City Council to present Public Hearing Draft of Development Ordinance

City Staff:

- Distribute Public Hearing Draft of Development Ordinance
- Organize work sessions/public hearings

Deliverables:

- Public Hearing Draft of Development Ordinance

Trips

- Two, one-day trips, for public work sessions or public hearings on Public Hearing Draft with Planning and Zoning Commission/City Council

Schedule

Completed: Twenty-four months after Project Initiation

TASK 6: TRAINING

After adoption of the new Development Ordinance, Contractor will conduct a variety of training sessions on the new ordinance for staff, the review boards that will be reviewing and making decisions on applications; and members of the development

community and public. The training is done to assist in the city's effective implementation of the new Development Ordinance. The training efforts will focus on five subject areas:

- Understanding the contents of the new Development Ordinance;
- Understanding the changes between the development review process in the current ordinance and the processes in the new ordinance;
- Understanding application content requirements;
- Understanding the relevant review criteria for different types of development applications; and
- For staff, understanding how best to execute document maintenance/updates.

The training sessions will be tailored to three different audiences: review board members, members of the development community and public, and city staff.

The training sessions for review board members will overview the general contents of the ordinance, overview the changes to the development review processes, and then focus on the review criteria that the respective review board will apply when they review development applications.

The training sessions for the members of the development community and the public will overview the general contents of the ordinance, overview the changes to the development review processes, overview relevant review criteria shown through example projects of how the criteria differ, and where appropriate, discuss application content requirements (for members of the development community).

The training session for staff members will overview the general contents of the ordinance, discuss the distinctions between the old and new ordinances, discuss application content requirements, and discuss review criteria.

It is assumed that as part of Task 6, Contractor will prepare the training materials, and then conduct:

- Two days of training for the review boards;
- Two days of training for members of the development community and public; and
- One day of training for city staff.

Three basic sets of training materials will be prepared for the training sessions.

- The first set of materials is a general PowerPoint presentation that describes the contents and structure of the new Development Ordinance; this will include discussion of the differences between the old and new ordinances, and the differences between old and new procedures.
- The second set of materials will include detailed materials on the review criteria in the new Development Ordinance, showing how recently-approved developments would or would not comply with the new requirements. It is assumed the material will include three or four recently-approved development plans/subdivisions, showing what changes would be necessary

- for compliance with the new standards. Typically, development plans provided for training include a residential subdivision, a multi-family development, a single-structure commercial development, and a shopping center or mixed-use development. This material can be used in the training sessions with the review boards, the development community and public, and city staff.
- The final set of materials involves an outline of code, format, and styles for use in a small-group training session with city staff on Microsoft styles, working with field codes, working with document elements like tables or jpegs, and discussion of how to modify document text while maintaining the automatic functions. (Prior to scheduling this session, the city staff shall provide details on the computer operating system in use, the type of word processing software in use (including version), and additional detail on how the text amendment process is anticipated to operate).

TASK 6: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Prepare training materials outlined in Task 6
- Conduct training sessions with review boards
- Conduct training sessions with development community and public
- Conduct training sessions with city staff

City Staff:

- Organize training sessions with review boards
- Organize training sessions with development community and public
- Organize training sessions with city staff

Deliverables:

- Three set of training materials, as identified in Task 6

Trips

- Five, one- day trips, to conduct training sessions with review boards, members of the development community and public, and city staff

Schedule

Completed: Twenty-eight months after Project Initiation

TASK 7: ADMINISTRATIVE MANUAL

After completion of the Public Hearing Draft of the Development Ordinance in Task 5, or at Client's direction, Contractor will prepare an administrative manual for the Ordinance. The administrative manual is intended as a tool to help implement the new Development Ordinance by establishing a "users' guide" for the ordinance. The manual, which is not part of the codified Development Ordinance, will serve as a supplement to the ordinance that explains provisions, and how the development review procedures work in practice. It will include details about review procedures, the review schedule, including the application forms and requirements for all applications, and additional contact information for those with more detailed questions. Since the manual is not part of the adopted Development Ordinance, it may be updated without public hearings and significant re-codification. It will consist of a single, bound document, which can be placed on the city's website. It will be produced in both a digital or hardcopy format.

There are three steps associated with preparation of the manual. They are outlined below.

A. Mock-Up of Administrative Manual

The first step involves the Contractor's preparation of an abbreviated "mock-up" of the proposed manual. The mock up is intended to show how the new manual will look and function. It includes the proposed manual style and format, document structure, list of anticipated manual contents, and placeholders for information to be included in the draft version of the manual.

Prior to Contractor preparation of the "mock-up," city staff will provide:

- Short (e.g., one to two sentences) written descriptions of any current development review processes that will be carried forward in the new Development Ordinance. This information needs to set out the steps in the process, city staff responsible for processing the applications, and other relevant information.
- Digital copies of existing relevant application forms, submittal checklists, and other informational documents.
- Information on the range of current procedures and practices in the city that are not included in the Development Ordinance (e.g., review and approval of electric and other public utilities during the development process), that should be added to the manual.

After completion of a draft of the "mock-up" administrative manual, the Contractor will forward a digital version of the "mock-up" to city staff, for review. After city staff review, Contractor will attend one day of meetings with city staff to reach agreement on the manual framework, and the mechanics of current review procedures and how they will change under the new Development Ordinance.

B. Staff Draft Administrative Manual

After a manual framework is agreed upon in Task 7.A., Contractor will prepare a staff draft of the administrative manual. It is expected the manual will include at least the following sections:

1. Introduction (often done via an open letter from City Manager/Mayor);
2. How to Use the Manual;
3. City Organization;
4. City Boards and Commissions involved with Development Review (where they meet, when, how to contact, etc.);
5. The Common Review Process (application filing requirements, completeness, neighborhood meetings, pre-application conferences, etc.);
6. Individual Review Procedure Descriptions (supplemented with a customized application checklist);
7. Overview of selected Development Ordinance Standards, and
8. Appendices (consisting of contact information, application forms, review schedules, fee schedules, and other standardized information, as appropriate).

As part of this subtask, it is assumed the Contractor will prepare new application forms that are consistent with the new Development Ordinance requirements and

national best practices in terms of submittal information. It is assumed that the new applications will use a standard application form that is used by all applicants, regardless of the type of application involved, which would then be supplemented with more specific application forms for certain types of applications, as appropriate.

The manual will be structured to appear as a companion document to the Development Ordinance in terms of page layout, colors, and fonts, and include illustrations and diagrams (as appropriate). City staff shall review the staff draft of the administrative manual and provide one set of consolidated, consensus comments. Following review of staff comments, Contractor will conduct a conference call with the staff to discuss the comments and will make agreed-upon changes to the manual in Task 7C.

C. Final Administrative Manual

The Contractor will make the agreed upon changes to the draft administrative manual. It will be illustrated and formatted to resemble (but not copy) the new Development Ordinance. It will be provided in both hardcopy and digital format. The digital format will be in either Microsoft Word 2007 or 2010, at Client's direction. It will also be placed in an Adobe portable document format (pdf) that is suitable for placement on the city's website. Contractor will then conduct a meeting with the development community or public, as determined by staff.

TASK 7: RESPONSIBILITIES AND WORK PRODUCT

Contractor:

- Meet with city staff to confirm target audience and discuss manual contents
- Prepare mock-up of administrative manual
- Prepare staff draft of administrative manual
- Prepare final draft of administrative manual
- Conduct meeting with members of development or public on final manual

City Staff:

- Organize meeting with Contractor to confirm target audience and discuss final manual contents
- Review mock-up of administrative manual and provide one set of consolidated comments to Contractor
- Review and provide consolidated comments on staff draft of administrative manual
- Organize meeting with members of development or public on manual

Deliverables:

- Mock-up of administrative manual outlining manual's form, structure, and contents
- Staff draft administrative manual
- Final administrative manual

Trips

- One, one-day trip to meet with city staff on mock-up of administrative manual
- One, one-day trip to meet with members of development community or public on final manual, at staff's discretion

Schedule

Completed: Twenty-eight months after Project Initiation

EXHIBIT B:

COMPENSATION SCHEDULE

TASK		COMPENSATION
TASK 1:	Refresh Development Ordinance Assessment	\$25,000.00
TASK 2:	Draft Development Ordinance	\$121,515.00
TASK 3:	Design Standards and Preferred Development Types	\$45,225.00
TASK 4:	Test Development Ordinance	\$24,705.00
TASK 5:	Public Hearing Draft of Development Ordinance	\$20,220.00
TASK 6:	Training	\$28,300.00
TASK 7:	Administrative Manual	<u>\$34,460.00</u>
		\$299,425.00
	Website Design	\$5,500.00
	Graphics	\$12,000.00
	Travel Expenses	\$3,720.00
TOTAL		\$320,645.00

EXHIBIT C:

ADDITIONAL SERVICES

The following Clarion Associates professionals will be compensated at the following rate, for the following professional services:

1. Attendance at additional meetings or hearings not included in this scope of services;
2. Preparation of additional graphics and illustrations not included in this scope of services;
3. Preparation of additional preferred development types not included in this scope of services;
4. Preparation of any additional design standards or development standards not included in this scope of services.

Craig Richardson -- \$200 per hour, plus any travel expense between Chapel and High Point

Stephen Sizemore -- \$135 per hour, plus any travel expense between Chapel and High Point

Chad Meadows -- \$130 per hour, plus any travel expense between Chapel and High Point

Dorothy Ariail -- \$80 per hour, plus any travel expense between Chapel and High Point