

# **City of High Point**

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



## **Meeting Agenda**

**Tuesday, January 20, 2009**

**4:45:00 PM**

**Council Chambers**

## **Committee of the Whole**

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

**ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE****PRESENTATION OF ITEMS****FINANCE COMMITTEE - Council Member Whitley, Chair****Committee Members: Bencini, Douglas and Alexander****(all were present except Douglas)***Committee Members - Bencini, Douglas, Alexander***090015****Agreement - NCDOT - North-South Airport Connector Feasibility Study**

Council is requested to authorize staff to execute an agreement between the City of High Point and the North Carolina Department of Transportation(NCDOT) for the North-South airport Connector Feasibility Study.

1/20/2009      Committee of the Whole      approved

**090016****Municipal Agreement - Railroad Crossing Improvements - Hoskins Street**

Council is requested to authorize staff to execute a municipal agreement with the North Carolina Department of Transportation (NCDOT) for the proposed improvements to the at-grade railroad crossing on Hoskins Street between Kivett Drive and Gordon Street/Washington Drive.

1/20/2009      Committee of the Whole      approved

**PUBLIC SAFETY COMMITTEE - Council Member Alexander, Chair****Committee Members: Douglas, Pugh and Alexander****(all were present except Douglas)**

**There were no matters appearing on tonight's Agenda for consideration by the Public Safety Committee.**

*Committee Members - Douglas, Pugh, Alexander***080300****Ordinance Amendment - Presence of Sex Offenders in City Parks and Recreation Centers**

Council is requested to adopt an amendment to the High Point Code of Ordinances to create a new Section 12-1-15, Article 12, Chapter 1 entitled Presence of Registered Sex Offenders in City parks and City recreation centers prohibited.

**080320****Amendment to the Code of Ordinances - Section 12 - "Offenses"**

Monday, November 3, 2008 at 5:30 p.m. is the date and time established by City Council to receive public comments on the following changes to the High Point Code of Ordinances:

A new section 12-1-14 - Urinating or Defecating on any public place

Amendment to section 12-1-4 - Possession or consumption of malt beverages and unfortified wine on streets and city property. (this matter was split out, please refer to Matter #090052.

**PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair**

**Committee Members: Blakeney, Faircloth, Whitley and Alexander**

**(all were present except for Chairwoman Sims)**

*Committee Members - Blakeney, Faircloth, Whitley, Alexander*

**PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair**

**Committee Members: Blakeney, Pugh, Sims and Faircloth**

**(all were present except Sims)**

*Committee Members - Blakeney, Pugh, Sims, Faircloth*

**090008****Resolution of Intent - Street Abandonment 09-01 - Harrison Street Right of Way**

Approval of a resolution of intent that establishes a public hearing date of Monday, February 16, 2009 at 5:30 p.m. to consider a request by High Point University to abandon the northern portion of the Harrison Street right-of-way that is lying north of Meadowbrook Boulevard and south of Montlieu Avenue.

1/20/2009      Committee of the Whole      adopted

**090009****Reinstatement of Planning & Zoning Member - Mark Walsh**

Consideration of the reinstatement of Mark Walsh as a full member of the Planning & Zoning Commission.

1/20/2009      Committee of the Whole      approved

**090017****Reappointments - Boards & Commissions - Housing Authority Board**

Council is requested to confirm the reappointment of Michael Ellerbe and Mary Brown to the Housing Authority Board. Appointments will be effective immediately and will expire December 22, 2013.

1/20/2009      Committee of the Whole      approved

**PUBLIC HEARINGS ON ITEMS**

**090014****Public Hearing Neighborhood Stabilization Program**

The High Point City Council will conduct a Public Hearing on Tuesday, January 20, 2009, at 5:30 PM in Council Chambers, third floor of City Hall, 211 S. Hamilton Street, to explain and receive comments concerning the Community Development & Housing Department's proposed plans for expenditure and activities of the Neighborhood Stabilization Program (NSP) grant funds.

1/20/2009      Committee of the Whole      approved

**090010****Land Use Plan Amendment 08-05 - City of High Point**

A request by the City of High Point Planning and Development Department to amend the City's Land Use Map: (1) to designate approximately 34.73 acres as Restricted Industrial designation; and (2) to remove approximately 68.75 acres from Heavy Industrial and Restricted Industrial. This amendment is pursuant to a recent annexation agreement boundary change with the City of Greensboro for property at Pegg Road and Gallimore Dairy Road, and property between Boulder Road and Chimney Rock Court.

1/20/2009      Committee of the Whole      adopted

**090011****Resolution - Street Abandonment 08-23 - Unimproved Portion of Worth Street**

A request by the City of High Point Technical Review Committee to abandon an unimproved 50 foot wide right-of-way located west of Worth Street, opposite Friends Avenue.

1/20/2009      Committee of the Whole      adopted

**090012****Resolution - Street Abandonment 08-24 - Unimproved Portion of Cliffside Avenue**

A request by the City of High Point Technical Review Committee to abandon an unimproved portion of right-of-way known as Cliffside Avenue located south of Tryon Avenue, between Cassell Street and Martin Street.

1/20/2009      Committee of the Whole      adopted

**090013****Resolution - Street Abandonment 08-25 - Unimproved Portion of Sales Street**

A request by the City of High Point Technical Review Committee to abandon an unimproved right-of-way located east of Sales Street between Triangle Lake Road and Roberts Lane.

1/20/2009      Committee of the Whole      adopted

**ADJOURNMENT**

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

On December 9, 2008, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Kathleen Carter and Ms. Martha Shepherd.

### **City of High Point**

### **Street Abandonment Case 08-24**

A request by the City of High Point Technical Review Committee to abandon an unimproved portion of right-of-way known as Cliffside Avenue located south of Tryon Avenue, between Cassell Street and Martin Street.

Mr. Bob Robbins presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition to this request.

The Planning & Zoning Commission recommended *approval*, by a vote of 7-0, of Street Abandonment Case 08-24, with retention of utility easement, as recommended by staff.

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

**STAFF REPORT  
STREET ABANDONMENT CASE SA08-24  
December 9, 2008**

|                                                    |                                                                                                                                                                             |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Applicant:</b><br>Technical Review<br>Committee | <b>Request:</b><br>Abandonment of the public interest in an unimproved 20-30 foot wide right-of-way located south of Tryon Avenue between Martin Street and Cassell Street. |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Street Classifications |                    |                                           |
|------------------------|--------------------|-------------------------------------------|
| Street Name            | Classification     | R/W and Pavement Width                    |
| Cliffside Avenue       | Local Street       | Approx. 20-30 ft. R/W - Unimproved        |
| Cassell Street         | Minor Thoroughfare | Approx 65 ft. R/W - 48 ft. Curb & Gutter  |
| Martin Street          | Local Street       | Approx. 50 ft. R/W – 32 ft. Curb & Gutter |

| Adjacent Zoning and Current Use |      |                           |                        |
|---------------------------------|------|---------------------------|------------------------|
| North                           | RS-5 | Single Family Residential | Vacant                 |
| South                           | RS-5 | Single Family Residential | Single Family Dwelling |
| East                            | RS-5 | Single Family Residential | Single Family Dwelling |
| West                            | RS-5 | Single Family Residential | Single Family Dwelling |

**STAFF ANALYSIS**

The area of the street right-of-way considered for abandonment is a 20-30 foot wide by 255 foot long unimproved right-of-way containing approximately 6,650 sq. ft. The Technical Review Committee (TRC) is requesting that the public interest in the right-of-way be abandoned so that the right-of-way may be conveyed to the abutting property owners. All abutting property with the exception of 901 Martin Street (south of the abandonment) is owned by the City of High Point.

The TRC reviewed this request on July 23, 2008 and identified no issues that would prevent its abandonment. If approved, this existing excess right-of-way, as platted in Plat Book 16 Page 73, will be equally divided between the properties to the north and south of the unimproved right-of-way. The retention of a 20-foot sanitary sewer easement centered on an existing 8-inch and 21-inch sanitary sewer line is necessary where it encroaches into the right-of-way. The area is also entirely within a flood way and 100-year flood zone.

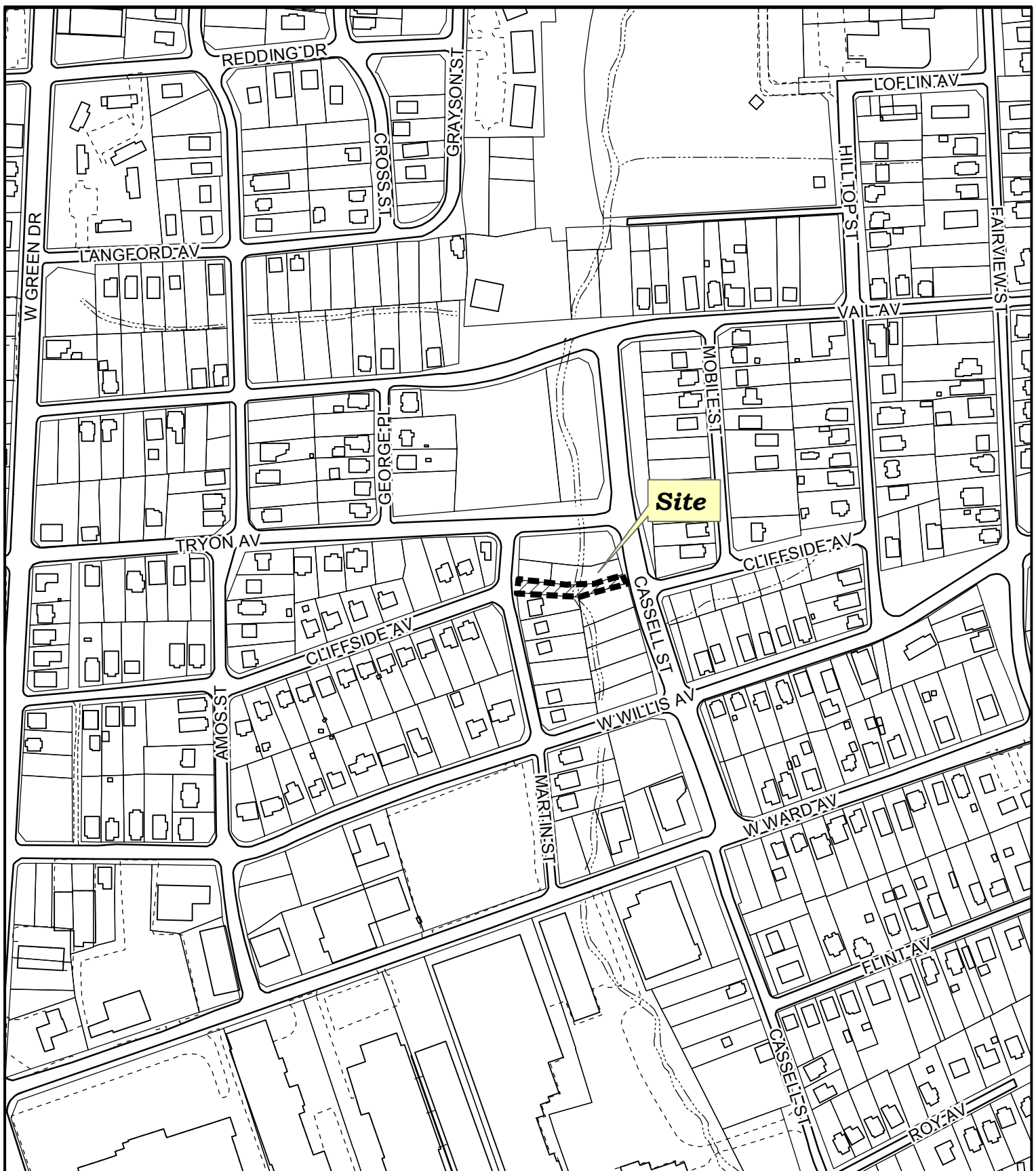
The abandonment of the public's interest and conveyance of the right-of-way to abutting property owners as regulated will not deny the abutting property owners reasonable access to their property.

**STAFF RECOMMENDATION**

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 20 foot wide sanitary sewer easement centered on the existing lines, based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.



Looking east towards Cassell Street



## STREET ABANDONMENT REQUEST 08-24

Applicant: Technical Review Committee  
City of High Point

Area: 0.152 acres



Location of requested street abandonment

Planning & Development  
Department

City of High Point

Date: November 11, 2008



Scale: 1"=300'

y:/ba-pz/2008/pz/sa08-24.mxd



January 14, 2009

**MEMORANDUM**

**AGENDA ITEM**

TO: Randy McCaslin  
Assistant City Manager

FROM: Mark McDonald, P.E.   
Transportation Director

RE: Municipal Agreement for Railroad Crossing Improvements and Traffic Signal  
Hoskins Street at Gordon Street / Washington Drive

Attached please find two (2) unsigned Municipal Agreements received from the North Carolina Department of Transportation (NCDOT), Rail Division, regarding proposed improvements to the at-grade railroad crossing on Hoskins Street between Kivett Drive and Gordon Street / Washington Drive. This Municipal Agreement supersedes a similar agreement approved by City Council in 2003 that provided \$50,000 in funding assistance from NCDOT; the revision raises NCDOT's participation to \$110,000, to accommodate rail line and signal upgrades and material and equipment cost increases that have occurred since the original document was presented and accepted.

The railroad project currently in progress in the vicinity of this crossing will increase rail capacity and efficiency by adding a second parallel line. The proximity of this rail crossing to the Hoskins / Gordon intersection has long been a concern of NCDOT, Norfolk Southern Railway, the North Carolina Railroad, and the City of High Point, and the future addition of high-speed rail service only increases these concerns. Closure of this crossing was considered by Council in 2008, but not approved, so crossing safety enhancements are recommended. The proposed improvements include new gates and signals at the rail crossing, and a fully actuated traffic signal equipped with train-activated pre-emption. Curb reconstruction, new signing and new pavement markings will also be included in the project. Some further traffic signal upgrades at the intersection of Kivett Drive and Hoskins Street / Oneka Avenue may also be required.

The High Point Department of Transportation (HPDOT) will oversee the necessary revisions to the original traffic signal plan(s) prepared by a consultant in 2004. Professional service fees for this are a reimbursable project cost. Intersection improvement plans will be prepared by Engineering Services staff. HPDOT's Traffic

## Department of Transportation



January 14, 2009

Signal and System Operations divisions will be responsible for the construction, operation, and maintenance of the new traffic signal. Most utility relocations have already been completed by the High Point Electric Department. Although a City match for the funding provided by NCDOT is not required, some minor expenditures will be incurred during the course of the project that do not qualify for reimbursement under the terms of this agreement. Such expenses, such as resurfacing the crossing when rail work is completed, will be very limited, and will be charged to existing accounts for intersection and/or railroad crossing improvements (2004 transportation bond and capital project accounts).

I will be available at the Tuesday January 20 meeting to address questions from City Council regarding the municipal agreement and the proposed crossing and intersection upgrades. Please advise if additional information is desired.

### Attachments

|   |                   |                                 |
|---|-------------------|---------------------------------|
| c | Paul Worley, CPM  | NCDOT Rail Division             |
|   | Drew Thomas, P.E. | NCDOT Rail Division             |
|   | Mike Mills, P.E.  | NCDOT Division 7                |
|   | John Hunsinger    | NCDOT Division 7                |
|   | Keith Pugh, P.E.  | Engineering Services Department |
|   | File              |                                 |

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

NORTH CAROLINA  
GUILFORD COUNTY

11/12/08

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

AND

CITY OF HIGH POINT

MUNICIPAL AGREEMENT  
TIP: P-4701 I  
WBS:

THIS MUNICIPAL 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, a municipal corporation, hereinafter referred to as the "Municipality".

WITNESSETH

WHEREAS, the parties have agreed to make certain traffic control improvements within the Municipality under TIP No. P-4701 I in accordance with the plans and specifications approved by the Department; and

WHEREAS, the Municipality desires to make safety improvements within the corporate limits of the Municipality and enhance the area; and,

WHEREAS, the Department is authorized by the provisions of G.S. 136-18 (12) to carry out the provisions of Federal-Aid highway acts for improvement projects on streets on the Municipal Street System; and,

WHEREAS, the Department and the Municipality are authorized to enter into agreements for the performance of such work on the Municipal Street System by the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the parties to this Agreement have approved the construction of said project with cost participation and responsibilities for the project as hereinafter set out.

NOW THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## SCOPE OF PROJECT

1. The project consists of the installation of pre-empted traffic signals to include but not be limited to installation of pavement markings, signs, and the interconnection between warning devices and new highway traffic signals at the intersection of Hoskins and Washington Street/Gordon Street (adjacent to active highway-rail crossing warning devices) in High Point. The traffic signals shall not be placed into service until said devices are properly interconnected to said traffic signals and the preemption sequence has been tested and is operating properly.

## PROCUREMENT OF SPECIALIZED SERVICES:

### PROCUREMENT POLICY

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

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

## **SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS**

3. Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms under the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference at: [http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications\\_provisions.html](http://www.ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html) .

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

## **PLANNING, DESIGN, AND EQUIPMENT PROCUREMENT**

4. The Municipality, and/or its consultant, shall provide the plans and traffic signal designs including foundation designs, footing plans, and electrical and programming details needed to construct the project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures. The Municipality will coordinate with the Department's Rail Division to review and approve the plans and traffic signal designs for the installation of the traffic signal. The Municipality will be responsible for securing approval and necessary permits or documentation from the Railroad for the installation of the preempted traffic signals.

5. The Municipality shall purchase or furnish from stock all traffic signal equipment necessary for the installation of the preemptive traffic signals. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the Department. The Department reserves the right to reject the use of any equipment and materials it deems functionally inferior.

## **UTILITIES AND RIGHT OF WAY:**

6. The Municipality shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the Department, and without cost to the Department.

7. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said project in accordance with Departmental standards and regulations, including legislative and legal policies and procedures. It is anticipated that all work will be contained within existing right of way.

**CONSTRUCTION:**

8. The Municipality shall construct, or cause to be constructed, the project in accordance with the plans and specifications of said project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said project and the procedures set out herein below shall be followed:

(A) The construction engineering and supervision will be furnished by the Municipality.

(B) The Department's Division Engineer for the Division, at his discretion, may assign a district engineer to the project who shall have the right to inspect any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. The district engineer will be the Department's representative on the project. The district engineer will furnish the Municipality with any forms that may be needed in order to follow standard Department practices and procedures in the administration of the contract.

(C) Letting of contracts for construction and purchases shall be in accordance with North Carolina General Statute 143-129.

(D) The Department's Division Engineer shall have the right to inspect, sample or test, and approve or reject any portion of the project during construction.

(E) The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing.

(F) If during construction of the project, if any changes in the plans are necessary such changes must be approved by the Division Engineer prior to the work being performed.

(G) All materials incorporated in the project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.

(H) Upon completion of the project, the Municipality will furnish the Division Engineer with two (2) complete sets of "As Built" plans.

(I) Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.

(J) During construction of the project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

(K) The Municipality shall complete said work within one (1) year of execution of this agreement. If the Municipality has not completed its responsibilities, or in the opinion of the Department, satisfactory progress has not been made, the unexpended balance of funds may be recalled by the Department and assigned to other projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project under the terms of this Agreement.

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#### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS:**

9. In compliance with state and federal policy, the Municipality, and/or its consultant, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Disadvantaged Business Enterprises (DBEs) policy which requires goals to be set and participation to be reported as more fully described in the Procurement section of this Agreement.

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

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

## **FUNDING**

10. Subject to compliance by the Municipality with the provisions set forth in this Agreement, the Department shall participate in the cost of the installation of the pre-empted traffic signals in an amount not to exceed \$110,000. A final itemized invoice listing all reimbursable Project costs shall be submitted to the Department's Rail Division upon completion of the Project.

(A) The Municipality may bill the Department for actual costs on a monthly basis as herein stated by submitting an invoice along with proper supporting documentation to the Department's Rail Division. Costs, which exceed this amount, shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of each invoice by the Department's Rail Division and the Department's Financial Management Division. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

(B) The Municipality will perform all work with municipal forces. Prior written approval from the Division Engineer will be required if the Municipality determines that a contractor will need to perform the traffic signal installation. Force account work is only allowed when there is a finding of cost

effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Federal-Aid Policy Guide, Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp). Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Cost Principles for State, Local, and Indian Tribal Governments". Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its project partners. Reimbursement rates for equipment owned by the Municipality or its project partners cannot exceed the Department's rates in effect for the time period in which the work is performed. If a contractor performs the work, said invoices shall show the contract cost.

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

(D) The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during

the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.

(E) The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

(F) Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the project.

(G) All invoices associated with the Project must be submitted within one year of the completion of the Project to be eligible for reimbursement by the Department.

(H) The Department's Financial Management Division shall make available to the Municipality the ACH-EFT payment option in lieu of an issued check. This option is the electronic payment system utilized to make payment for approved invoices only to the Municipality. The Municipality shall be required to complete the attached ACH-VEND form to register for ACH-EFT payments and receive approval from the Department's Financial Management Division prior to submitting any invoices for payment.

## **TRAFFIC AND MAINTENANCE**

11. It is further agreed that, upon completion of the project, the Department shall establish, enforce, install and maintain all traffic operating controls and devices in accordance with the project plans, the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the Policy on Street and Driveway Access to North Carolina Highways, and all departmental criteria. Maintenance responsibility for the roadway improvements shall be assigned in accordance with the current Powell Bill Map and any subsequent revisions and the maintenance of the completed signal revisions shall be accomplished in the same manner as maintenance of other State system signalized intersections and/or in accordance with Municipal Maintenance Agreements Schedule C and D. Maintenance shall be performed in accordance with all applicable State and Federal specifications and ordinances. Maintenance of the highway/railroad grade crossing improvements and devices shall be at no expense to the Department.

Upon completion of the project, the Municipality shall be responsible for any relocation cost of their equipment due to any construction or utility pole relocation, at no expense to the Department.

Upon completion of the work described in Provision 1, the appropriate road authority and/or Municipality shall be responsible for the maintenance of all traffic control improvements located on the municipally maintained street system.

## **LIABILITY**

12. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the project activities performed pursuant to this Agreement. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.

13. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions. The Department shall not be responsible for any damages or claims for damages, which may be initiated by third parties.

## **COMPLIANCE**

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

15. The Municipality shall be responsible for ensuring compliance with all applicable State, Federal and local environmental laws and regulations and ordinances and shall be responsible for any

finances, assessments or other penalties resulting from non-compliance by any entity performing work under contract with the Municipality.

16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.

**ADDITIONAL PROVISIONS:**

17. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

18. No member, officer or employee of the Department or of the Municipality shall have any interest, direct or indirect, in this Agreement or the proceeds there from.

19. The Department shall have the right to abandon the project at any time before the Municipality has been called upon to perform any part of its agreement. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or any person or to the public at large.

**SUNSET PROVISION**

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

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

L.S.

ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by City Council of the CITY OF HIGH POINT as attested to by the signature of \_\_\_\_\_, Clerk of the City Council on \_\_\_\_\_.

(Date)

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

(SEAL)

\_\_\_\_\_  
Municipal Finance Officer

Federal Tax Identification Number

\_\_\_\_\_  
CITY OF HIGH POINT

Remittance Address:  
CITY OF HIGH POINT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Secretary to the Board of Transportation

BY: \_\_\_\_\_  
DIRECTOR – ENGINEERING & SAFETY  
RAIL DIVISION

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

(Date)

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

On December 9, 2008, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Kathleen Carter and Ms. Martha Shepherd.

### **City of High Point**

### **Land Use Plan Amendment Case 08-05**

A request by the City of High Point to amend the City of High Point Land Use Map to change the classification for approximately 34.73 acres from undesignated to the Restricted Industrial designation (Area 1) and for an approximately 68.75 acres from Heavy Industrial and Restricted Industrial to an undesignated classification (Area 2). Area 1 consists of one parcel and lies in the northeast quadrant of Pegg Rd. and Gallimore Dairy Road. Area 2 consists of several parcels lying south of Chimney Rock Rd. between Boulder Rd. and Chimney Rock Ct.

Mr. Greg Morris presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition to Land Use Plan Amendment Case 08-05.

The Planning & Zoning Commission recommended *approval*, by a vote of 7-0, of Land Use Plan Amendment Case 08-05.

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

**STAFF REPORT  
LAND USE PLAN AMENDMENT CASE 08-05  
December 9, 2008**

|                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                             |                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Applicant:</b><br/>City of High Point</p>                                                                                                                                                                                                                                                                                                                                             | <p style="text-align: center;"><b>Owner:</b></p> <p><b>Area 1.</b><br/>R&amp;J Hudson Family Ltd. Partnership,<br/>Pleasants Family Farm Ltd. Partnership,<br/>Stella L Pleasants et al.</p> <p><b>Area 2.</b><br/>Martin Marietta Materials, Inc., Carolina<br/>Cast Stone, Inc., E. W. Wilson, City of<br/>Greensboro</p> |                                                                                                              |
| <p><b>Proposal:</b><br/><b>Area 1.</b> To designate approximately 34.73 acres of planning area recently acquired from the City of Greensboro with a Restricted Industrial land use classification.<br/><b>Area 2.</b> To remove the Heavy Industrial and Restricted Industrial designations from approximately 68.75 acres of High Point's former planning area recently transferred to Greensboro's planning area.</p> | <p><b>From:</b></p>                                                                                                                                                                                                                                                                                                         | <p><b>Area 1.</b><br/>Undesignated<br/><b>Area 2.</b><br/>Heavy Industrial and<br/>Restricted Industrial</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>To:</b></p>                                                                                                                                                                                                                                                                                                           | <p><b>Area 1.</b> Restricted Industrial<br/><b>Area 2.</b> Undesignated</p>                                  |

| Site Information                    |                                                                                                                                                                                           |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location</b>                     | <p><b>Area 1.</b> The northeast quadrant of the intersection of Gallimore Dairy and Pegg roads.<br/><b>Area 2.</b> South of Chimney Rock Rd. between Boulder Rd. and Chimney Rock Ct.</p> |
| <b>Acreage</b>                      | <p><b>Area 1.</b> Approximately 34.73 acres.<br/><b>Area 2.</b> Approximately 68.75 acres.</p>                                                                                            |
| <b>Current Land Use</b>             | <p><b>Area 1.</b> Undeveloped farm fields and forest with a residence and support structure.<br/><b>Area 2.</b> Rock quarry, other industrial use, single-family dwelling</p>             |
| <b>Existing Zoning District(s)</b>  | <p><b>Area 1.</b> Agricultural (AG) in Guilford County's jurisdiction.<br/><b>Area 2.</b> Heavy Industrial (HI) and Restricted Industrial (RI), in Guilford County's jurisdiction.</p>    |
| <b>Physical Characteristics</b>     | <p><b>Area 1.</b> Fairly flat, draining gently from north to south.<br/><b>Area 2.</b> Fairly flat, draining gently from north to south.</p>                                              |
| <b>Relevant Overlay District(s)</b> | <p><b>Area 1.</b> City Lake General Watershed Area.<br/><b>Area 2.</b> City Lake General Watershed Area.</p>                                                                              |

| Street Access and Street Classification                               |                                                    |                                        |
|-----------------------------------------------------------------------|----------------------------------------------------|----------------------------------------|
| Street Name                                                           | Classification                                     | Approximate Frontage                   |
| <b>Area 1.</b> Gallimore Dairy Rd.<br>Pegg Rd.<br>Millwood School Rd. | Major Thoroughfare<br>Local Street<br>Local Street | 1,850 feet<br>840 feet<br>800 feet     |
| <b>Area 2.</b> Chimney Rock Rd.<br>Boulder Rd.<br>Chimney Rock Ct.    | Local Street<br>Local Street<br>Local Street       | 1,800 feet<br>1,400 feet<br>1,000 feet |

| Surrounding Zoning and Current Use |                                               |                                                                                      |
|------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------|
| <b>North</b>                       | <b>Area 1.</b> CD LI<br><b>Area 2.</b> HI     | Industrial, in Greensboro's jurisdiction<br>Industrial, in Greensboro's jurisdiction |
| <b>South</b>                       | <b>Area 1.</b> AG<br><b>Area 2.</b> HI        | Undeveloped, in Guilford County's jurisdiction<br>Rock Quarry                        |
| <b>East</b>                        | <b>Area 1.</b> CD LI<br><b>Area 2.</b> HI, LI | Industrial, in Greensboro's jurisdiction<br>Industrial, in Greensboro's jurisdiction |
| <b>West</b>                        | <b>Area 1.</b> CU LI<br><b>Area 2.</b> LI     | Undeveloped<br>Industrial, in Guilford County's jurisdiction                         |

| Surrounding Land Use Designations |                                                                                   |
|-----------------------------------|-----------------------------------------------------------------------------------|
| <b>North</b>                      | <b>Area 1.</b> Undesignated<br><b>Area 2.</b> Undesignated                        |
| <b>South</b>                      | <b>Area 1.</b> Restricted Industrial (RI)<br><b>Area 2.</b> Heavy Industrial (HI) |
| <b>East</b>                       | <b>Area 1.</b> Undesignated<br><b>Area 2.</b> Undesignated                        |
| <b>West</b>                       | <b>Area 1.</b> Restricted Industrial (RI)<br><b>Area 2.</b> Undesignated          |

| Purpose of Existing and Proposed Land Use Designations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Existing Designation</b>                            | <p><b>Area 1.</b><br/>N/A</p> <p><b>Area 2:</b><br/> <b>Restricted Industrial:</b> This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.</p> <p><b>Heavy Industrial:</b> This classification includes the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries.</p> |
| <b>Proposed Designation</b>                            | <p><b>Area 1.</b><br/> <b>Restricted Industrial:</b> This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.</p> <p><b>Area 2.</b><br/>N/A</p>                                                                                                                                                                                                                                                                                                                                             |

| Land Use Plan Amendment History                       |      |             |
|-------------------------------------------------------|------|-------------|
| Case #                                                | Date | Description |
| There is no relevant land use plan amendment history. |      |             |

### **Background**

High Point and Greensboro entered into an annexation agreement in 1988. The agreement formed the basis of the city's planning area in High Point's north and northeast. Recently, a proposal was made to trade a portion of High Point's planning area for part of Greensboro's planning area. Rather than amend the existing agreement, which was due to expire in 2018, an entirely new agreement was reached in October 2008. This agreement will be in effect until 2038. A land use designation must be provided to High Point's new planning area in keeping with the city's standard planning practices. At the same time, High Point's designated land use classifications on the area ceded to Greensboro need to be removed so the Land Use Plan map accurately portrays the city's planning area.

### **Relevant City Plans**

*Land Use Plan for the High Point Planning Area.*

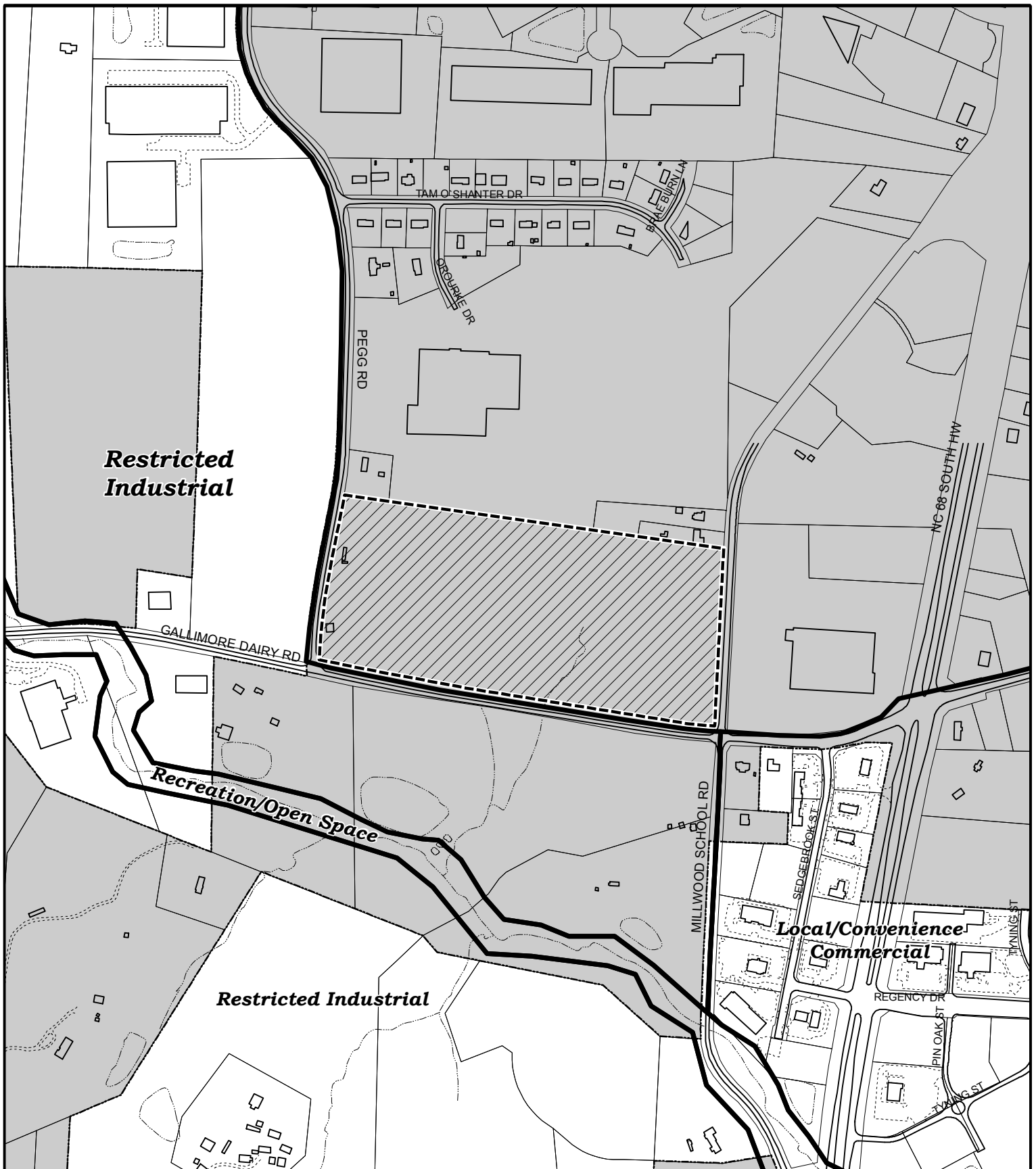
### **Staff Analysis**

Most requests for a change in a land use designation on the Land Use Plan map are from one designation to another for the purposes of a rezoning to accommodate a development proposal or as the result of a new or updated small area plan. This request is different in that one subject area (Area 1) was recently added to High Point's planning area through a new annexation agreement with Greensboro, while the other area (Area 2) was transferred from High Point's planning area to Greensboro's under the same agreement. This requires an original land use designation for the former and the removal of land use designations from the latter. Area 1 consists of farm fields and forest land with a home and support structures. Area 2 is part of a large quarry and also includes another industrial use and a single-family dwelling.

The property gained from Greensboro is recommended for Restricted Industrial designation because it is in a developing industrial area consistent with that designation. It is bounded on the north and east by existing industrial uses in Greensboro. Industrially zoned land in High Point's city limits designated for Restricted Industrial use lies to the west, while agricultural property in Guilford County, but in High Point's planning area, borders the property on the south. This property is also designated with a Restricted Industrial classification. In addition, Area 1 is placed in Zone 2 of the Airport Overlay District, making it undevelopable with new residential uses.

### **Recommendation**

The Planning and Development Department recommends approval of the Land Use Plan amendment to designate approximately 34.73 acres in the city's planning jurisdiction for Restricted Industrial use and to remove the Heavy Industrial and Restricted Industrial designations from approximately 68.75 acres no longer in the city's planning jurisdiction.



## LAND USE PLAN AMENDMENT 08-05

**Request: From: Undesignated  
To: Restricted Industrial**

**Existing Land Use Plan  
Subject Property Boundary**



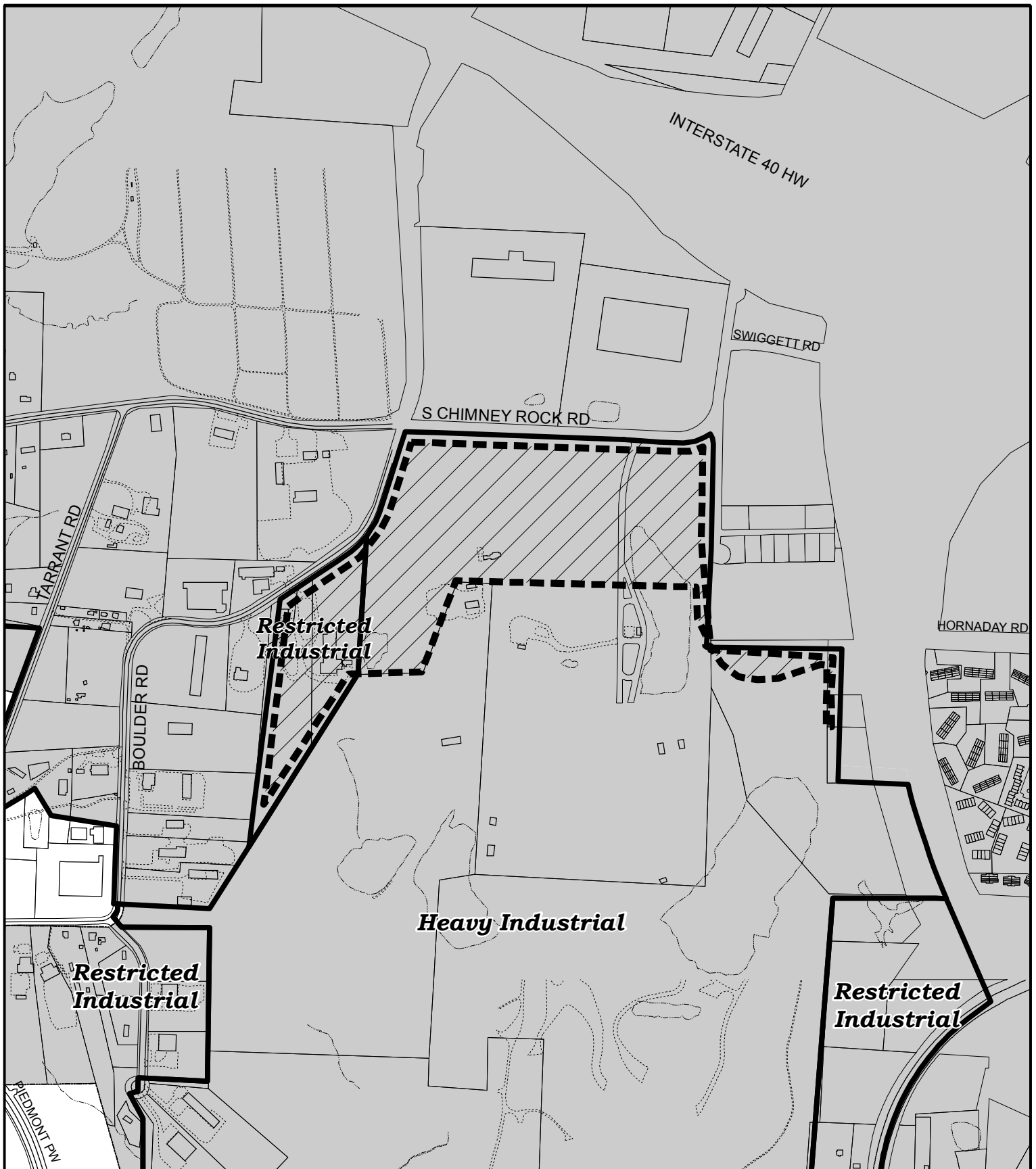
**Planning & Development  
Department**

**City of High Point**

**Date: November 20, 2008**



**Scale: 1" = 600'**  
y:/ba-pz/2008/pz/upa08-05a1.mxd



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                |                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <p><b>LAND USE PLAN AMENDMENT 08-05</b></p> <p><b>Request: From: Heavy Industrial &amp; Restricted Industrial</b><br/> <b>To: Undesignated</b></p> <p><b>Existing Land Use Plan</b> <span style="display: inline-block; width: 50px; border-bottom: 2px solid black; vertical-align: middle;"></span></p> <p><b>Subject Property Boundary</b> <span style="display: inline-block; width: 50px; border-bottom: 2px dashed black; vertical-align: middle;"></span></p> | <p><b>Planning &amp; Development<br/>Department</b></p> <p><b>City of High Point</b></p> <p><b>Date: November 20, 2008</b></p> | <p style="text-align: center;">N<br/>↑</p> <p><b>Scale: 1" = 800'</b><br/> <small>y:/ba-pz/2008/pz/lupa08-05a2.mxd</small></p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

On December 9, 2008, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Kathleen Carter and Ms. Martha Shepherd.

### **City of High Point**

### **Street Abandonment Case 08-23**

A request by the City of High Point Technical Review Committee to abandon an unimproved 50 foot wide right-of-way located west of Worth Street, opposite Friends Avenue.

Mr. Bob Robbins presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition to this request.

The Planning & Zoning Commission recommended *approval*, by a vote of 7-0, of Street Abandonment Case 08-23, with retention of utility easement, as recommended by staff.

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

**STAFF REPORT  
STREET ABANDONMENT CASE SA08-23  
December 9, 2008**

|                                                    |                                                                                                                                                        |                                          |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>Applicant:</b><br>Technical Review<br>Committee | <b>Request:</b><br>Abandonment of the public interest in an unimproved 50 foot wide right-of-way located west of Worth Street opposite Friends Avenue. |                                          |
| <b>Street Classifications</b>                      |                                                                                                                                                        |                                          |
| <b>Street Name</b>                                 | <b>Classification</b>                                                                                                                                  | <b>R/W and Pavement Width</b>            |
| Friends Avenue                                     | Local Street                                                                                                                                           | Approx. 50 ft. R/W - N/a                 |
| Worth Street                                       | Local Street                                                                                                                                           | Approx 50 ft. R/W - 32 ft. Curb & Gutter |

|                                        |      |                           |                        |
|----------------------------------------|------|---------------------------|------------------------|
| <b>Adjacent Zoning and Current Use</b> |      |                           |                        |
| North                                  | RS-7 | Single Family Residential | Single Family Dwelling |
| South                                  | RS-7 | Single Family Residential | City Open Space        |
| East                                   | RS-7 | Single Family Residential | Single Family Dwelling |
| West                                   | RS-7 | Single Family Residential | Single Family Dwelling |

**STAFF ANALYSIS**

The area of the street right-of-way considered for abandonment is a 50 foot wide by 136 foot long unimproved right-of-way containing approximately 6,800 sq. ft. The Technical Review Committee (TRC) is requesting that the public interest in the right-of-way be abandoned so that the right-of-way may be conveyed to the abutting property owners.

If approved, this existing excess right-of-way, as platted in Plat Book 23 Page 16, will be equally divided between the properties to the north and south of the unimproved right-of-way. The TRC reviewed this request on April 16, 2008 and identified no issues that would prevent its abandonment. The retention of a sanitary sewer easement is necessary for an existing 10-inch sanitary sewer line that crosses the right-of-way.

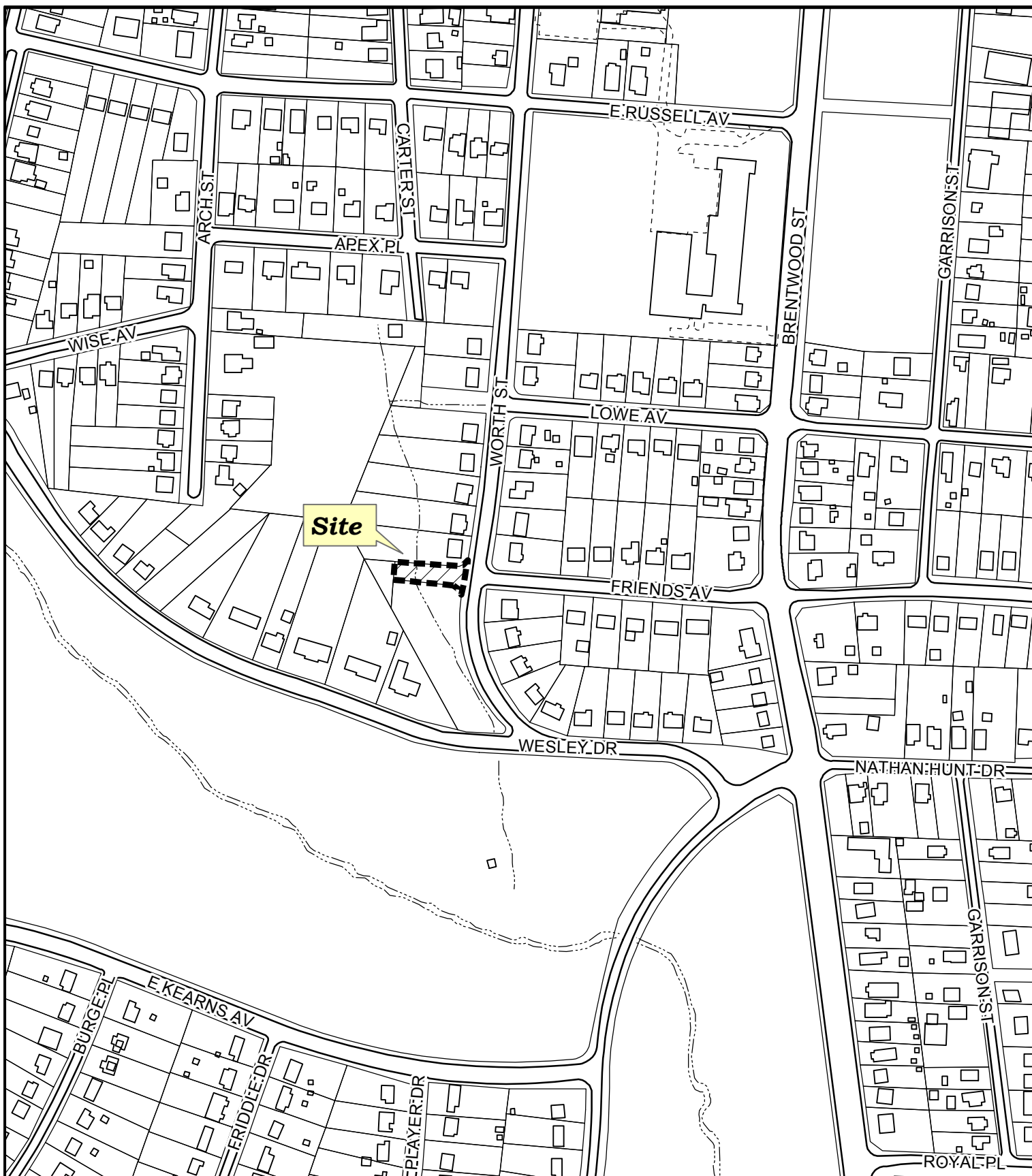
The abandonment of the public's interest and conveyance of the right-of-way to abutting property owners as regulated will not deny the abutting property owners reasonable access to their property. There is a small tract of land (less than 4,000 sq. ft. in area) located at the western terminus of Friends Avenue. This tract is owned by an adjacent property owner with frontage on Wesley Drive.

**STAFF RECOMMENDATION**

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 20 foot wide sanitary sewer easement centered on the existing line based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.



Looking south toward Wesley Drive



## STREET ABANDONMENT REQUEST 08-23

Applicant: Technical Review Committee  
City of High Point  
Area: 0.17 acres



Location of requested street abandonment

Planning & Development  
Department

City of High Point

Date: November 11, 2008



Scale: 1"=300'

y:/ba-pz/2008/pz/sa08-23.mxd



MEMORANDUM

DATE: **January 14, 2009**

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Public Hearing for the Neighborhood Stabilization Program

Last summer, Congress passed the Housing and Economic Recovery Act of 2008 to assist communities devastated by foreclosures. The legislation recognizes that unoccupied foreclosed homes can lead to declines in neighboring house values, increased crime and significant disinvestment. In order to mitigate these harmful effects, Congress appropriated \$3.92 billion to communities hardest hit by foreclosures and delinquencies. The Department of Housing and Urban Development was tasked to design a program and distribute the funding to states and local governments. The Neighborhood Stabilization Program (NSP) was developed as a result of the legislation.

North Carolina was allocated approximately \$52.3 million of NSP funds that will be distributed to local governments and non-profits. Additionally, the city of Charlotte received a direct allocation of \$5.4 million; they were only city in the state to receive a direct allocation. The Division of Community Assistance (DCA) is the state agency charged with the administration and allocation of NSP funds. The city has already submitted a letter of intent to apply for approximately \$5 million in NSP funds to DCA.

DCA has required a public hearing before Council to review and discuss the city's proposed use of NSP funds prior to submission of the funding application due on February 3. Consequently, CD&H requests a public hearing on January 20<sup>th</sup> to present and review the proposed use of NSP funds and seek Council's favorable consideration to go forward with application.



MEMORANDUM

DATE: **January 14, 2009**

TO: Randy McCaslin, Assistant City Manager

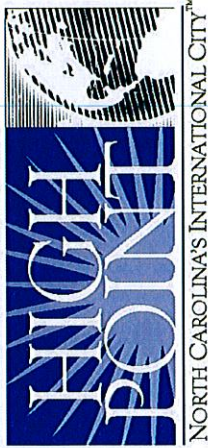
FROM: Michael E. McNair, Director

SUBJECT: Public Hearing for the Neighborhood Stabilization Program

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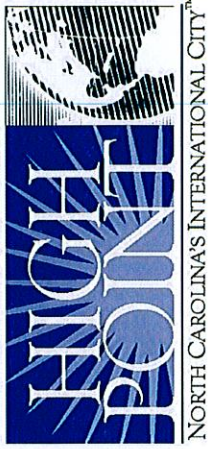


# Community Development and Housing Department

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## Neighborhood Stabilization Program

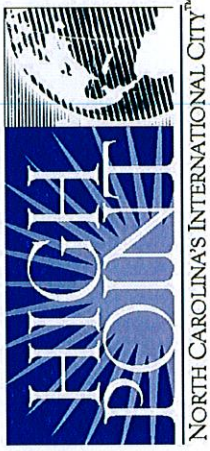
January 20, 2009



# Neighborhood Stabilization Program (NSP)

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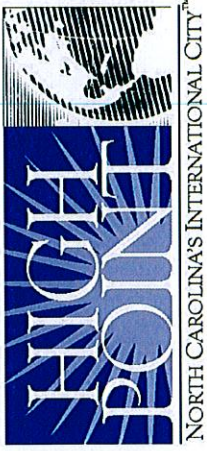
- Origin and purpose of the program;
- Program requirements; eligible uses; income guidelines
- Planned strategies
- Areas of greatest need
- Recap



# Neighborhood Stabilization Program (NSP)

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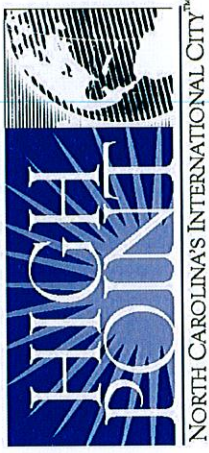
- Authorized by Housing and Economic Recovery Act of 2008.
- Purpose is to stabilize neighborhoods and mitigate blight arising from foreclosures;
- Appropriated \$3.92 billion to cities and states;
  - NC was allocated approximately \$52.3 million;
  - Charlotte received a direct allocation of \$5.4 million;
- Division of Community Assistance (DCA) will allocate NSP funds to local governments and non-profits.



# DCA Requirements for NSP

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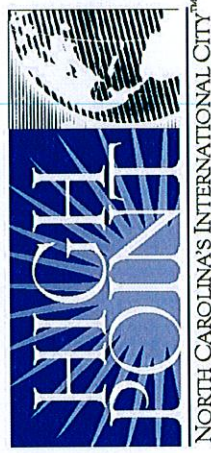
- DCA will distribute funds to areas of greatest needs;
  - Highest % of foreclosures
  - Highest % of subprime mortgages
  - Areas likely to face a significant rise in foreclosures
- Grants will range from \$2 million to \$5 million;
- At least 15% purchase discount required on all acquisitions; &
- All funds obligated in 18 months and expended in 48 months.



## Eligible Uses of NSP Funds

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- Purchase and redevelopment of foreclosed properties;
- Purchase and rehabilitation of abandoned or foreclosed properties;
- Establish land banks for foreclosed homes;
- Demolishing blighted structures; and
- Redeveloping demolished or vacant properties



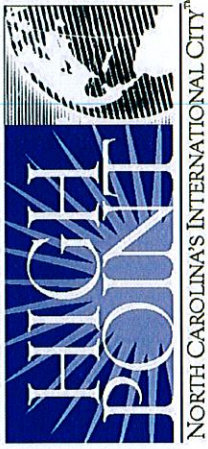
# Income guidelines for the NSP

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- 30% of all NSP funds must benefit households at 50% AMI or below;
- 70% of NSP funds can benefit households up to 120% of the AMI;

## NSP Income Guidelines for High Point by Family Size

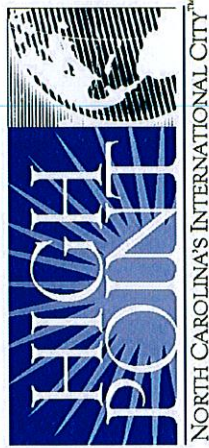
| <u>Family Size</u> | <u>1 person</u> | <u>2 persons</u> | <u>3 persons</u> | <u>4 persons</u> | <u>5 persons</u> | <u>6 persons</u> |
|--------------------|-----------------|------------------|------------------|------------------|------------------|------------------|
| 50% AMI            | \$19,719        | \$22,563         | \$25,375         | \$28,188         | \$30,438         | \$32,688         |
| 80% AMI            | \$31,550        | \$36,100         | \$40,600         | \$45,100         | \$48,700         | \$52,300         |
| 100% AMI           | \$39,438        | \$45,125         | \$50,750         | \$56,375         | \$60,875         | \$65,375         |
| 120% AMI           | \$47,325        | \$54,150         | \$60,900         | \$67,650         | \$73,050         | \$78,450         |



# Proposed Strategy for use of NSP funds

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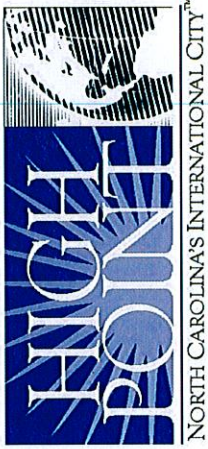
- Partner with appropriate entities;
  - Such as SHARE, Habitat and Guilford County Homeownership Center
- Identify clusters of foreclosed properties for acquisition;
- Acquire, repair and resell properties;
- Use proceeds to acquire blighted properties in neighborhoods for redevelopment.



## NSP Areas of Greatest Need

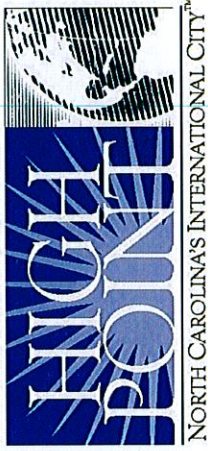
Distribution of properties by type:

| <u>Inventory</u> | <u>27260</u> | <u>27262</u> | <u>27263</u> | <u>27265</u> | <u>27282</u> | <u>Total</u> |
|------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Blighted         | 205          | 49           | 15           | 8            | 0            | 277          |
| Foreclosed       | 110          | 116          | 12           | 152          | 9            | 399          |
| Pre-foreclosure  | 51           | 44           | 6            | 69           | 3            | 173          |
| Auctioned        | 50           | 36           | 0            | 68           | 12           | 166          |
| Total            | 416          | 245          | 33           | 297          | 24           | 1015         |



# Recap

- 
- Purpose is to stabilize neighborhoods;
  - Grants will range from \$2 million to \$5 million;
  - 70% of funds can benefit households up to 120% of the AML;
  - 30% of funds must benefit households at or below 50% of the AML;
  - CD&H will Partner with appropriate entities to implement;
  - Target clusters of foreclosed properties for acquisition and resell; &
  - Sale proceeds used to eliminate blight in core-city.

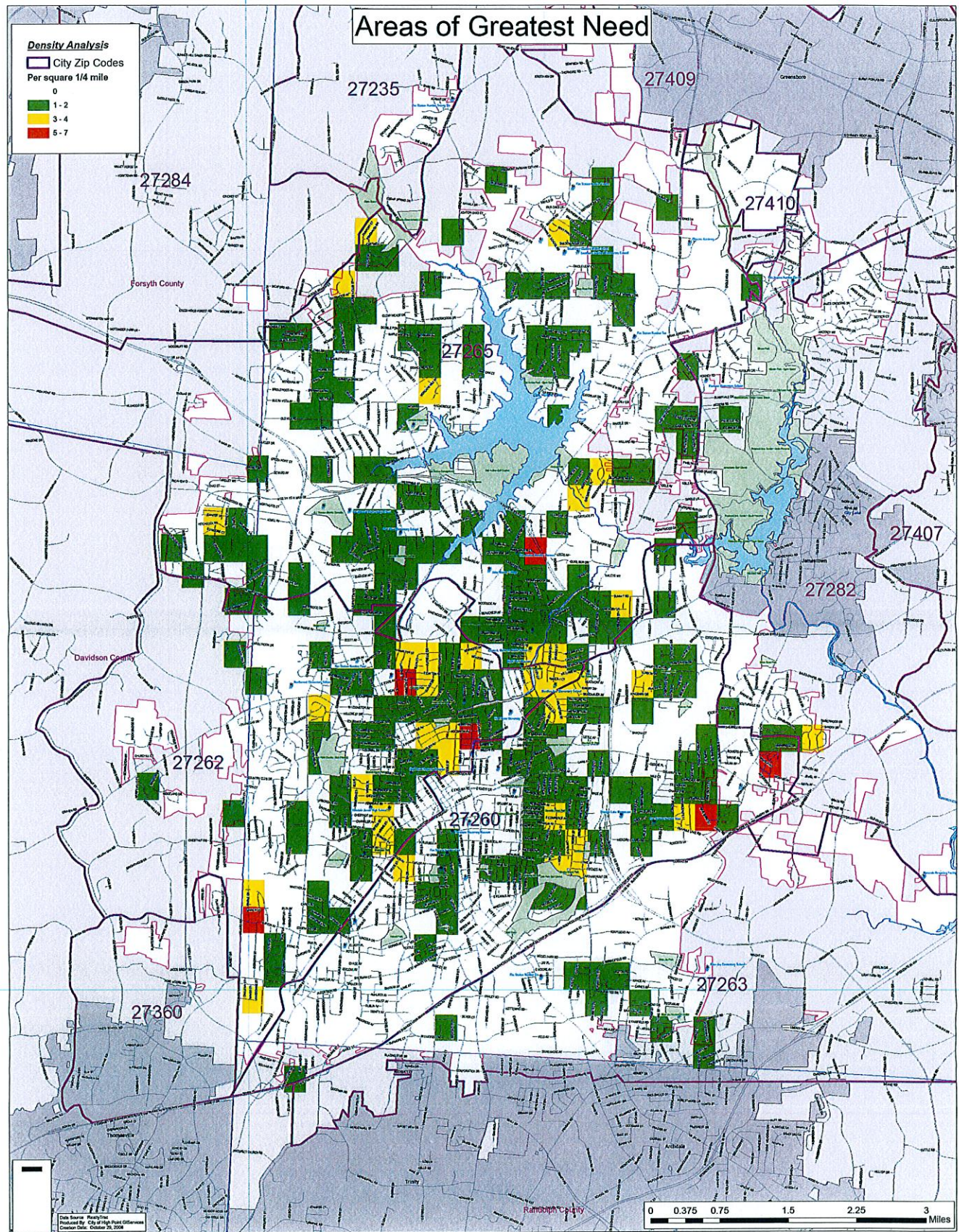


# Community Development and Housing Department

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## Questions or comments:

- Michael E. McNair, Director – 883-3676



## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

On December 9, 2008, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Kathleen Carter and Ms. Martha Shepherd.

### **City of High Point**

### **Street Abandonment Case 08-25**

A request by the City of High Point Technical Review Committee to abandon an unimproved right-of-way located east of Sales Street between Triangle Lake Road and Roberts Lane.

Mr. Bob Robbins presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition to this request.

The Planning & Zoning Commission recommended *approval*, by a vote of 7-0, of Street Abandonment Case 08-25, with retention of utility easement, as recommended by staff.

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

**STAFF REPORT  
STREET ABANDONMENT CASE SA08-25  
December 9, 2008**

|                                                    |                                                                                                                                                                     |                                            |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>Applicant:</b><br>Technical Review<br>Committee | <b>Request:</b><br>Abandonment of the public interest in an unimproved 16 foot wide right-of-way located east of Sales Street between Holt Avenue and Roberts Lane. |                                            |
| <b>Street Classifications</b>                      |                                                                                                                                                                     |                                            |
| <b>Street Name</b>                                 | <b>Classification</b>                                                                                                                                               | <b>R/W and Pavement Width</b>              |
| Holt Avenue                                        | Local Street                                                                                                                                                        | Approx. 30 ft. R/W - 16’ Gravel            |
| Roberts Lane                                       | Local Street                                                                                                                                                        | Approx 60 ft. R/W – 18 ft. Ribbon Pavement |

|                                        |      |                           |                                 |
|----------------------------------------|------|---------------------------|---------------------------------|
| <b>Adjacent Zoning and Current Use</b> |      |                           |                                 |
| North                                  | RS-9 | Single Family Residential | Single Family Dwellings         |
| South                                  | RM-8 | Residential Multi-family  | Single Family Dwelling          |
| East                                   | RS-9 | Single Family Residential | Single Family Dwelling          |
| West                                   | RS-9 | Single Family Residential | Single & Multi-family Dwellings |

**STAFF ANALYSIS**

The area of the street right-of-way considered for abandonment is a 16 foot wide by 568 foot long unimproved right-of-way containing approximately 9,000 sq. ft. The Technical Review Committee (TRC) is requesting that the public interest in the right-of-way be abandoned so that the right-of-way may be conveyed to the abutting property owners.

The TRC reviewed this request on April 23, 2008 and identified no issues that would prevent its abandonment. If approved, this existing excess right-of-way, as platted in Plat Book 7 Page 38, will be equally divided between the properties to the east and west of the unimproved right-of-way. The retention of a 20-foot sanitary sewer easement centered on an existing 8-inch sanitary sewer line is necessary where it encroaches into the right-of-way. The abandonment will provide the existing multi-family development located to the west of the 16 foot alley with an additional 8 feet of frontage on Roberts Lane.

The abandonment of the public's interest and conveyance of the right-of-way to abutting property owners as regulated will not deny the abutting property owners reasonable access to their property.

**STAFF RECOMMENDATION**

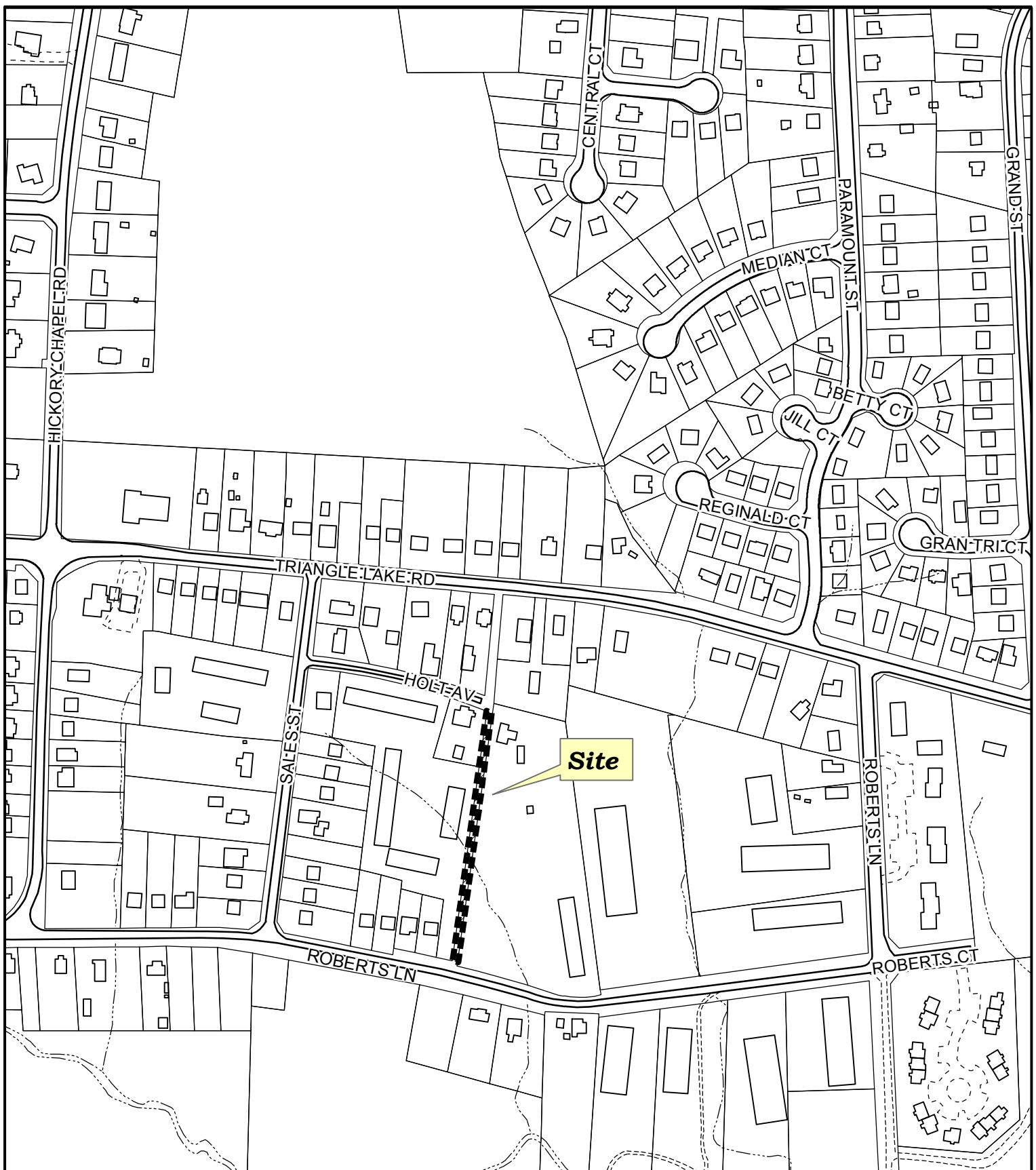
The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 20 foot wide sanitary sewer easement centered on the existing line, based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.



Looking east between Triangle Lake Road and Roberts Lane (previously E. Green Drive)



Looking west towards Sales Street.



## STREET ABANDONMENT REQUEST 08-25

Applicant: Technical Review Committee  
City of High Point  
Area: 0.29 acres



Location of requested street abandonment

Planning & Development  
Department

City of High Point

Date: December 2, 2008



Scale: 1"=300'

y:/ba-pz/2008/pz/sa08-25.mxd

# MEMORANDUM

**To:** Honorable Mayor & City Council *GLB*  
**From:** G. Lee Burnette, Planning & Development Director  
**Date:** January 12, 2009  
**Subject:** P&Z Commission Member Attendance—Mark Walsh

The Development Ordinance's attendance requirements do not allow members of the Planning and Zoning Commission (P&Z), Board of Adjustment (BOA) or Historic Preservation Commission (HPC) to miss more than 33% of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until the City Council reinstates the member or appoints someone to replace the member.

At the end of each year attendance on the P&Z, BOA and HPC is reviewed to determine compliance with the attendance requirements of Development Ordinance, particularly where members have missed more than 33% of the regular meetings. In 2008, the P&Z Commission had a member that lost voting status on the commission due to missing more than 33% of the regular meetings; the HPC and BOA did not have any members that lost status due to unexcused absences.

Mark Walsh on the P&Z Commission missed the March, May, June and November regular meetings. These absences were not excused absences under the terms of the attendance requirements. In discussing this matter with Mr. Walsh, he stated that these meeting absences were due to him being out-of-town for work purposes. He further stated that he does not foresee this occurring again and requests the City Council to reinstate him as a full voting member of the commission.

Listed below is Mr. Walsh attendance record since appointed to the Commission in 2006. The City Council needs to consider the reinstatement of Mr. Walsh.

| Planning & Zoning Commission |          |        |          |         |
|------------------------------|----------|--------|----------|---------|
| Member                       | Area     | 2006   | 2007     | 2008    |
| Mark Walsh                   | At Large | 3 of 3 | 11 of 11 | 8 of 12 |
|                              |          |        |          |         |

\* Excused absences are not included in the attendance record.

Administration  
336.883.3328

Planning Services  
336.883.3328

Development Services  
336.883.3328

Inspection Services  
336.883.3151

NORTH CAROLINA  
GUILFORD COUNTY

**LOCALLY ADMINISTERED PROJECT**

DATE: 1/05/09

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: FS-0707 B

AND

WBS Elements: 34263.1.1

CITY OF HIGH POINT

Total Funds [NCDOT Participation] \$300,000

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

**WITNESSETH:**

WHEREAS, the Municipality has requested state funds for the North-South Airport Connector Feasibility Study (FS-0707B); hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of state funds, the Municipality has been designated as a recipient to receive funds up to and not to exceed the maximum award amount of \$300,000.00 for the Project; and,

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

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

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

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

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

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

## **1. GENERAL PROVISIONS**

### **AGREEMENT MODIFICATIONS**

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

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

### **SPONSOR TO PERFORM ALL WORK**

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

### **COMPLIANCE WITH POLICY AND PROCEDURES**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable State policies and procedures, stated both in this Agreement and with any guidance provided by the Feasibility Unit at the Department.

### **FAILURE TO COMPLY - CONSEQUENCES**

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

## SCOPE OF PROJECT

The PROJECT shall consist of the Feasibility/Corridor Location study which shall provide the following: (a) assess existing conditions; (b) study the feasibility of the project alternatives; (c) provide cost estimates and conceptual designs for the alternatives evaluated, and (d) prepare a corridor protection map for the preferred corridor.

## 2. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of state funds, the Department shall participate up to a maximum amount of three hundred thousand dollars, (\$300,000), as detailed below. The Municipality shall provide a local match, as detailed in the table below.

### **FUNDING TABLE**

| <b>Fund Source</b>                                             | <b>Fund Amount</b> | <b>Reimbursement<br/>Rate</b> | <b>Match Amount</b> | <b>Match Rate</b> |
|----------------------------------------------------------------|--------------------|-------------------------------|---------------------|-------------------|
| <u>State Funds</u>                                             | <u>\$300,000</u>   | <u>80%</u>                    | <u>\$75,000</u>     | <u>20%</u>        |
| <b>TOTAL ESTIMATED FUNDS (Total Funds + Total Local Funds)</b> |                    |                               | <b>\$375,000</b>    |                   |

In the event that the Department requires work over and above the agreed upon scope of work then the Department shall bear eighty percent of the cost of said additional work.

## 3. TIME FRAME

The Municipality, and/or its agent, shall complete the Project within thirty-six (36) months of execution of this Agreement.

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

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

#### **4. AUTHORIZATION**

Upon receipt of an executed agreement, the Department will issue a Notice to Proceed. The Municipality shall not contract for, or perform, any work prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

#### **5. PROCUREMENT OF MATERIALS AND SERVICES**

##### **PROCUREMENT STANDARDS**

When procuring materials and services, the Municipality must adhere to the following, as applicable: North Carolina General Statutes 143-64, Parts 31 and 32; 143-129; and 143-131; incorporated in the Agreement by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp) and the DEPARTMENT'S *Policies and Procedures for Major Professional or Specialized Services Contracts*.

##### **OVERSIGHT**

The Municipality shall ensure that professional services contracts are obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.

##### **SMALL PROFESSIONAL SERVICES FIRMS REQUIREMENTS**

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

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

## **REVIEW AND APPROVAL BY THE DEPARTMENT**

All procurement proposals shall be submitted to the Department for review and approval prior to advertisement of a Request for Proposals. All proposed contracts shall be submitted to the Department for review and approval before the Municipality executes a contract. The Department will provide written approval to the Municipality.

## **FORCE ACCOUNT**

- Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by a competitive bidding process. **Written approval** from the Department is required prior to the use of force account by the Municipality. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).
- Documenting costs for Force Account are covered under the FUNDING & REIMBURSEMENT section.

## **ON-CALL CONSULTANTS**

The Municipality may utilize the services of an existing on-call engineering firm so long as the above requirements were met in the initial selection of the on-call firm(s).

## **6. PROGRAM/PRODUCT DEVELOPMENT, DESIGN AND DELIVERY**

The Municipality, and/or its agent, shall ensure that the work described in the SCOPE OF SERVICES and further agreed upon in a Request for Proposals is accomplished in accordance with the Department's Feasibility Study requirements, the interchange justification requirements of the Federal Highway Administration, and the requirements of North Carolina's Official Corridor Map Act.

## **TIME FRAMES**

Preliminary drafts of the study products are due to the Department within thirty (30) months of execution of this Agreement.

## **CHANGE ORDERS**

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

## **7. REVIEW AND APPROVAL BY DEPARTMENT**

The Department and the Municipality shall review draft documents and jointly accept the study recommendations. A report of the study recommendation shall be made available to all parties. The findings are not binding to any party but are intended to facilitate sound decisions regarding future transportation improvements at said location.

## **8. REIMBURSEMENT**

### **SCOPE OF REIMBURSEMENT**

Activities eligible for funding reimbursement for this Project shall include the work to develop a Feasibility Study for the proposed North-South Connector.

### **REIMBURSEMENT GUIDANCE**

The Municipality shall adhere to Office of Management and Budget (OMB) Circular A-102 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Cost Principles for State, Local, and Indian Tribal Governments."

### **REIMBURSEMENT LIMITS**

- **WORK PERFORMED BEFORE NOTIFICATION**  
Any costs incurred by the Municipality prior to **written notification** by the Department to proceed with the work shall not be eligible for reimbursement.
- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**  
At no time shall the Department reimburse the Municipality costs that exceed the total state funding.
- **UNSUBSTANTIATED COSTS**  
The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Department's Financial Management Division.
- **WORK PERFORMED BY NCDOT**  
All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and project oversight, shall reduce the

maximum award amount of \$300,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

- **FORCE ACCOUNT REIMBURSEMENT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html)) "Cost Principles for State, Local, and Indian Tribal Governments." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its project partners. Reimbursement rates for equipment owned by the Municipality or its project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

- **PROCEDURE**

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

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

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

## **FINAL INVOICE**

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

## **9. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting evaluation reports, in accordance with the guidance provided by the Feasibility Studies Unit, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

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

## **10. OTHER PROVISIONS**

### **REFERENCES**

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

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

### **DEBARMENT POLICY**

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

debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

#### **OTHER AGREEMENTS**

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

#### **AVAILABILITY OF FUNDS**

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

#### **IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS**

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

#### **TERMINATION OF PROJECT**

- The Department shall have the right to abandon the Project at any time it sees fit prior to the time the Municipality has been called upon to perform any part of its agreement.
- If the Municipality decides to terminate the Project, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

#### **AUDITS**

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

#### **REIMBURSEMENT BY THE MUNICIPALITY**

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

#### **USE OF POWELL BILL FUNDS**

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

#### **11. SUNSET PROVISION**

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

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

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

ATTEST:

CITY OF HIGH POINT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by City Council of the City of High Point as attested to by the signature of \_\_\_\_\_, Clerk of the City Council \_\_\_\_\_  
on \_\_\_\_\_ (Date)

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

(SEAL)

\_\_\_\_\_  
Finance Officer

Federal Tax Identification Number

\_\_\_\_\_  
City of High Point

Remittance Address:  
City of Winston-Salem  
P.O. Box 230  
High Point, NC 27261  
Attn: David Hyder

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: February 5, 2009

Publish four (4) consecutive weeks: January 23, 30, February 6, & 13, 2009

**RESOLUTION OF INTENT TO CONSIDER A**  
**STREET ABANDONMENT**  
**(Case # SA09-01)**

WHEREAS, the City Council has been requested to close an improved right-of-way known as Harrison Street, lying west of N. College Drive, between Montlieu Avenue and Meadowbrook Boulevard. In addition, a small area of extra right-of-way on the north side of Meadowbrook Boulevard west of Harrison Street.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, February 16, 2009, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

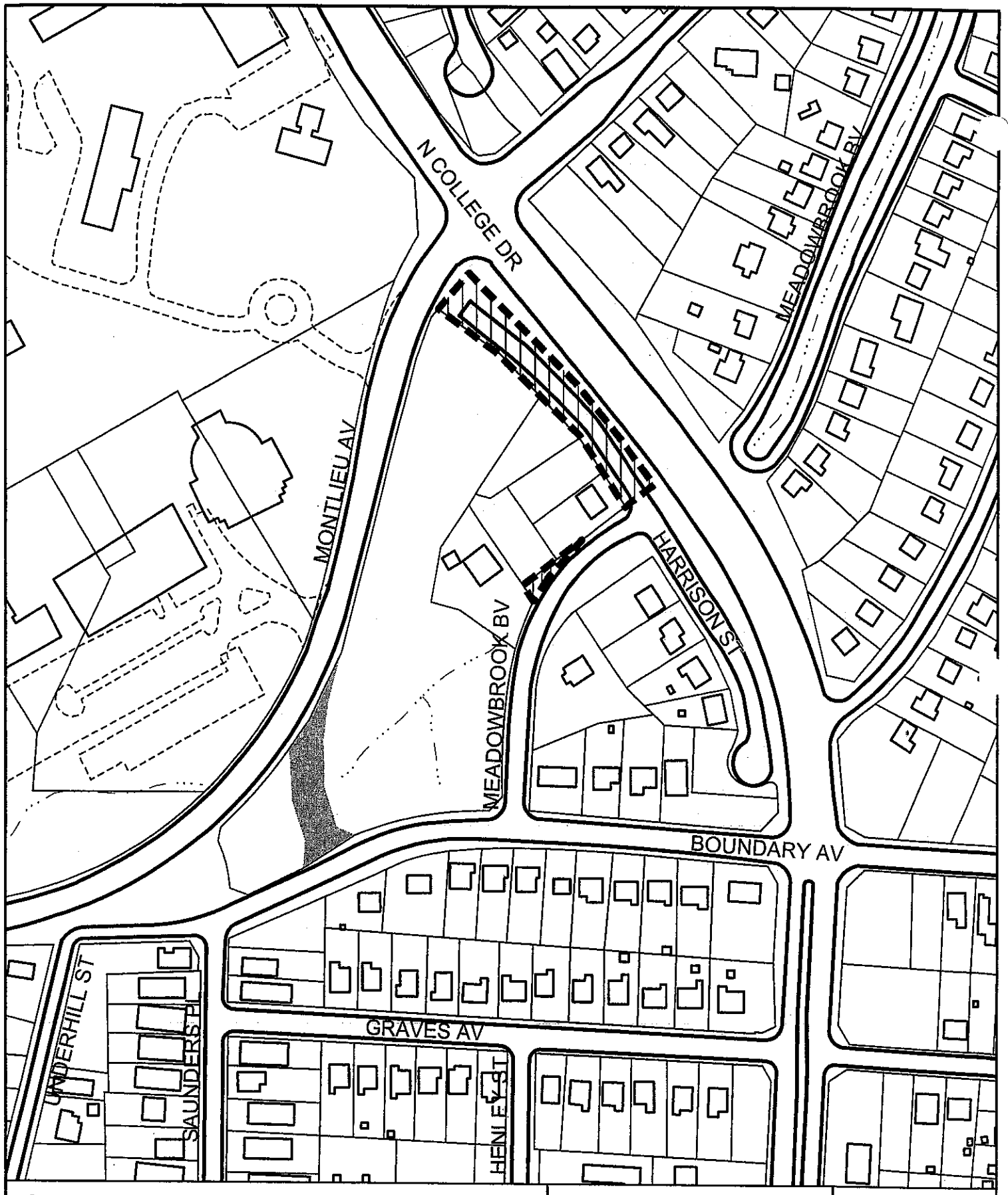
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council  
This the 22th day of January 2009.

Lisa B. Vierling, City Clerk

Petition Submitted By:  
High Point University



## STREET ABANDONMENT REQUEST SA09-01

Applicant: High Point University  
Area: 0.54 acres (approximate)



Location of requested street abandonment



Previously abandoned right-of-ways

Department of Planning  
and Development

City of High Point

Date: January 16, 2009



Scale: 1"=200'

y:/ba-pz/2009/pz/sa09-01.mxd