

City of High Point

*Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260*



Meeting Agenda

Monday, December 17, 2018

5:30 PM

Council Chambers

City Council

*Jay W. Wagner, Mayor
Christopher Williams, Mayor Pro Tem
Jason P. Ewing, Jeffrey J. Golden,
S. Wesley Hudson, Victor A. Jones,
Britt W. Moore, Monica L. Peters,
Donald A. Scarborough*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**

- [2018-491](#) Recognition - Humanitarian of the Year Award
Members of the Human Relations Commission will be present to present the 2018 Humanitarian of the Year Award.

CONSENT AGENDA ITEMS**FINANCE COMMITTEE - Council Member Moore, Chair****Committee Members: Moore, Ewing, Hudson, and Jones**

- [2018-492](#) Extension to Contract - Rain for Rent - Riverdale Pump Station
Council is requested to increase the initial purchase order for Rain for Rent from \$121,443.84 to the amount of \$605,325.39 to include 24-hour pump watch and extend the emergency bypass of the Riverdale Pump Station for an additional three (3) months to complete the necessary repairs to the pumps in the dry well that were damaged during Hurricane Florence and to repair newly discovered deterioration in the wet well.

Attachments: [Contract Rain For Rent](#)

[Rain for Rent Proposal](#)

- [2018-493](#) Budget Ordinance - Extension to Contract - Rain for Rent - Riverdale Pump Station
Council is requested to adopt a budget ordinance in the amount of \$471,872 recognize insurance proceeds for damage sustained at the Riverdale Pump Station during Hurricane Florence.

Attachments: [09 Riverdale Insurance Proceeds budget amendment](#)

[Ordinance-Budget-Rain for Rent-signed](#)

- [2018-494](#) Contract - In-Water Services, Inc. -Riverdale Pump Station - Wet Well Repairs
Council is requested to approve a contract in the amount of \$821,006.00 with In-Water Services, Inc., for an emergency purchase order to perform repair work to address the newly discovered deterioration in the wet well of the Riverdale Pump Station.

Attachments: [Riverdale Wet Well Repairs 12-17-18](#)

- [2018-501](#) Contract - Change order to Hazen and Sawyer - N. Elm Street Improvements
Council is requested to approve Change Order No. 1 in the amount of \$89,000 to the Hazen and Sawyer contract for providing additional support and consultant coordination for water, sewer and stormwater improvements on N. Elm Street adjacent to the Catalyst project.

Attachments: [HazenChange Order 1support121318_\(002\)](#)

[2018-495](#)

Resolution - Designate Agents for FEMA Related to Hurricane Florence
City Council is requested to approve a resolution to designate Amy Hughes, Grants Accountant II with the Financial Services Department and Perry Hall, Emergency Manager with the Fire Department as the City's agents to apply for assistance and request reimbursement for costs related to Hurricane Florence.

Attachments: [Memo FEMA Authorized Agents for Hurricane Florence](#)
[Resolution FEMA Designation - Signed](#)

PENDING ITEMS

[2018-169](#)

Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Attachments: [7. Amendment to Lease Agreement - Crown Castle](#)

REGULAR AGENDA ITEMS

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair

[2018-496](#)

Ordinance - Demolition of Structure - 408 Steele Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a condemned structure located at 408 Steele Street.

Attachments: [408 Steele St Council Packet](#)
[408 Steele St -signed](#)

[2018-497](#)

Ordinance - Demolition of Structure - 1211 Ragan Ave.
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a condemned structure located at 1211 Ragan Ave.

Attachments: [1211 Ragan Council Packet](#)
[1211 Ragan -signed](#)

PENDING ITEMS

[2018-435](#)

Ordinance - Demolition of Structure - 811 Willow Place
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 811 Willow Place belonging to Fredy Machuca and Raul Salagado.

Attachments: [811 Willow Pl. Council Packet](#)

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, Chair

PUBLIC HEARINGS

2018-482

Ordinance - Dennis Bunker et al. - Annexation 18-06

A request by Dennis Bunker et al. to consider a voluntary non-contiguous annexation of approximately 6.7 acres lying approximately 1,200 east of NC 66 and north of Thomas Street. The property is also known as Forsyth County Tax Parcel 6882-88-2913.00. (At the December 3rd meeting, City Council continued this Public Hearing to the December 17th meeting to receive further information from the petitioner regarding transportation access for the development.)

Attachments: [Staff Report \(AN-18-06\)](#)

2018-483

Ordinance - Dennis Bunker et al. - Annexation 18-07

A request by Dennis Bunker et al. to consider a voluntary non-contiguous annexation of approximately 7.9 acres lying at the northeast corner of Thomas Street and NC 66. The property is also known as Forsyth County Tax Parcels 6882-78-1725.00, 6882-68-9726.00, 6882-78-4954.00 and 6882-69-9041.00. (At the December 3rd meeting, City Council continued this Public Hearing to the December 17th meeting to receive further information from the petitioner regarding transportation access for the development.)

Attachments: [Staff Report \(AN-18-07\)](#)

2018-484

Resolution - Dennis Bunker et al. - Plan Amendment 18-06

A request by Dennis Bunker et al. to change the Land Use Map classification for approximately 103 acres from the Low Density Residential classification to the Medium Density Residential classification. The site is generally lying northeast of the intersection of N. Main Street and Delray Avenue, east of Monterey Circle, north of Thomas Street and east of NC 66. (At the December 3rd meeting, City Council continued this Public Hearing to the December 17th meeting to receive further information from the petitioner regarding transportation access for the development.)

Attachments: [PA-18-06 staff report NC 66](#)

2018-485

Ordinance - Dennis Bunker et al. - Zoning Map Amendment 18-18

A request by Dennis Bunker et al. to rezone approximately 65.1 acres from a Conditional Zoning Residential Single Family-5 (CZ RS-5) District and the Residential Single Family- 20 (RS-20) District, within Forsyth County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily-16 (CZ

RM-16) District. The site is lying northeast of the intersection of N. Main Street and Delray Avenue, and east of Monterey Circle. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request. (At the December 3rd meeting, City Council continued this Public Hearing to the December 17th meeting to receive further information from the petitioner regarding transportation access for the development.)

Attachments: [Staff Report \(ZA-18-18\)](#)

[2018-486](#)

Ordinance - Dennis Bunker et al. - Zoning Map Amendment 18-19

A request by Dennis Bunker et al. to rezone approximately 7.9 acres from the Residential Single Family-20 (RS-20) District, within Forsyth County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. The site is lying at the northeast corner of Thomas Street and east of NC 66. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request. (At the December 3rd meeting, City Council continued this Public Hearing to the December 17th meeting to receive further information from the petitioner regarding transportation access for the development.)

Attachments: [Staff Report \(ZA-18-19\)](#)

[Revised Memo to City Council \(ZA-18-18 and ZA-18-19\)](#)

PENDING ITEMS

[2018-481](#)

Faulk & Foster - Special Use 18-04

A request by Faulk & Foster, representing Verizon Communication, Inc, to permit a major wireless telecommunication facility. The site is approximately 8.7 acres and lying along the south side of Skeet Club Road, approximately 800 feet east of Braddock Road (1520 Skeet Club Road). (At the December 3rd meeting, City Council continued this Public Hearing to the February 18, 2019 meeting to allow the petitioner to receive required documents from FAA.)

Attachments: [Staff Report \(SU-18-04\)](#)

GENERAL BUSINESS AGENDA

[2018-498](#)

Resolution - Interlocal Agreement - Guilford County Board of Education Council is requested to adopt a resolution authorizing the Mayor to execute an Interlocal Agreement between the City of High Point and the Guilford County Board of Education allowing Guilford County School Students access and use of the High Point Public Library's educational resources during out of school time.

Attachments: [Interlocal Agreement - Guilford County School Board Agenda Cover Sheet](#)

[Interlocal Agreement - Guilford County School Board -Signed](#)

[2018-499](#)

Election of Mayor Pro Tem 2019

Consideration of the election of Mayor Pro Tem. Term to be effective January 1, 2019 and will expire on December 3, 2019.

Attachments: [Appointment of Mayor Pro Tem](#)

2018-502

Appointment - Human Relations Committee - Dr. Shyam Aravamudhan Council Member Hudson is recommending the appointment of Dr. Shyam Aravamudhan to the Human Relations Committee. (Replacing Daniel Gardner) This appointment will be effective immediately and will expire November 11, 2020.

Attachments: [Dr. Shyam Aravamudhan - Appointment to HRC.pdf](#)

[ARAVAMUDHAN Shyam \(HRC\).pdf](#)

2018-500

Minutes To Be Approved

Special Meeting of City Council: Monday, December 3 @ 4:00pm

Regular Meeting of City Council: Monday, December 3 @ 5:30pm

Community Housing, Neighborhood Development & Public Safety:

Tuesday, December 4 @ 10:00am

Attachments: [1. December 3 2018 Special Meeting Minutes.pdf](#)

[2. December 3 2018 High Point City Council Meeting Minutes.pdf](#)

[3. December 4 2018 CH ND & PS Committee Minutes.pdf](#)

ADJOURNMENT

ORDINANCE

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

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

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

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

PROPERTY LOCATION

1211 Ragan Ave.

OWNER (S)

Avon Enterprises
725 William St.
Salisbury, NC 28144

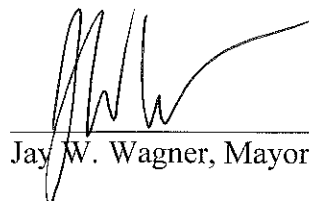
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 17th day of December, 2018


Lisa B. Vierling, City Clerk




Jay W. Wagner, Mayor

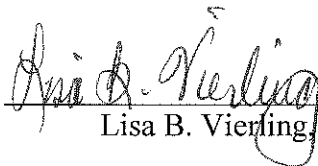


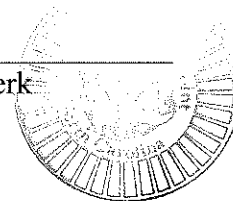
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 17, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 17th day of December, 2018.

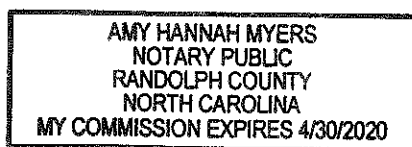

Lisa B. Vierling, City Clerk

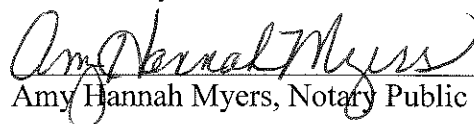


ACKNOWLEDGEMENT

I, Amy Hannah Myers, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 17th day of December 2018.




Amy Hannah Myers, Notary Public

Commission Expires: 4/30/2020

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO RECOGNIZE INSURANCE PROCEEDS FOR THE RIVERDALE PUMP STATION

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

Section 1. The City of High Point received insurance proceeds from damage to the Riverdale Pump Station.

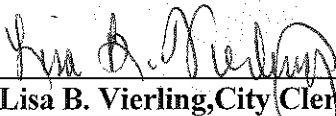
Section 2. In order to recognize the insurance proceeds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

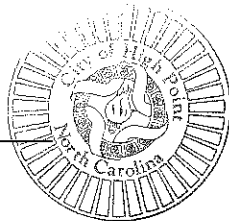
- (A) That Water Sewer Operating Fund revenues be amended as follows:
Insurance Proceeds \$323,643
- (B) That Water Sewer Capital Projects Fund revenues be amended as follows:
Insurance Proceeds \$471,872
- (C) That Water Sewer Operating expenditures be amended as follows:
Operating expenditures \$323,643
- (D) That Water Sewer Capital Projects Fund expenditures be amended as follows:
Capital Projects \$471,872

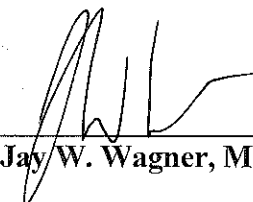
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted December 17, 2018


Lisa B. Vierling, City Clerk




Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Human Relations Committee

From: Council Member Wesley Hudson

Meeting Date: December 17, 2018

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Bio

PURPOSE:

To confirm appointment to the Human Relations Committee.

BACKGROUND:

Council Member Hudson is recommending the appointment of Dr. Shyam Aravamudhan to the Human Relations Committee. (Replacing Daniel Gardner) This appointment will be effective immediately and will expire November 1, 2020.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Dr. Shyam Aravamudhan to the Human Relations Commission.

**NORTH CAROLINA
GUILFORD COUNTY**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of December, 2018, between **THE GUILFORD COUNTY BOARD OF EDUCATION** (also known as Guilford County Schools and referred to herein as "GCS") is a North Carolina body corporate in the State of North, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina, and **CITY OF HIGH POINT**, ("City") a North Carolina municipal corporation, with a principal place of business located at 211 South Hamilton Street, High Point, North Carolina.

RECITALS

WHEREAS, the City and GCS have agreed to cooperate with each other in order to develop a comprehensive, strategic and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and educational success, the City and GCS seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, by developing an infrastructure that will allow all GCS students to access and use the High Point Public Library's ("Public Library") materials, the City and GCS will leverage the collaboration for innovative and cost-effective ways to better utilize the Public Library's resources to serve GCS students, their families, and staff; and

WHEREAS, GCS and the City desire to work together as educational partners, with the Public Library serving as an extension of the classroom—providing students with access to books, computers, reading programs, and dozens of other important educational resources during out-of-school time. Additionally, both organizations have aligned around a focus on literacy and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning and imagination thrive, maximizing academic achievement, and preparing every child to lead a rich and productive life, and

WHEREAS, Both GCS and the City understand that such services shall be provided at no cost to GCS or its students.

NOW THEREFORE, in consideration of the reasons recited above and the mutual promises and other valuable consideration herein expressed, the Parties agree as follows:

TERMS:

Obligations of the City. In connection with this Agreement, the City agrees to the following:

1. The Public Library will streamline student access to databases and materials by integrating GCS Student ID numbers and Public Library accounts, allowing every student in GCS instant access to Library databases and materials.
2. Work collaboratively with GCS to further deepen the partnership between the agencies.
3. Protect and preserve the confidential information of GCS students, and abide by all laws and regulations protecting student security and safety.

Obligations of Guilford County Schools. In connection with this Agreement, GCS agrees to the following:

1. GCS will provide the Public Library with Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in GCS unless the student has opted out of participation in the initiative.
2. In collaboration with the Public Library staff, help to facilitate the introduction of professional development opportunities for GCS teachers surrounding Library projects.

Confidentiality.

1. All student data or information provided by GCS is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. To the extent that the Public Library has access to any personally identifiable information from students' education records, the Public Library agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not re-disclose this information to any other party for any reason. FERPA. The Family Educational Rights and Privacy Act ("**FERPA**") is a federal law that protects the confidentiality of a student's records. The Public Library may only access student educational records if there is a legitimate educational reason to do so and if that educational reason is directly related to carrying out the duties and responsibilities reflected in this Agreement. Public Library must keep all personally identifiable student information ("PII") confidential. Public Library shall not acquire student information that it does not need to perform the work under this Agreement. Public Library acknowledges that for the purposes of this Agreement, it will be designated a "school official" with "legitimate educational interests" in "education records," as those terms have been defined under FERPA and its implementing regulations, and Public Library agrees to abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials.
2. The Data disclosed to the Public Library will to be used exclusively for the work of the Library. Except as provided herein, Public Library shall not disclose any Data to any other party, except specifically the State-operated Cardinal Library System ("CS"), for any reason: without the prior written consent of (a) the affected person or student (or parent of an affected student) and (b) GCS; or (c) unless required by statute or upon entry of an order

of a court of competent jurisdiction; provided that Public Library notify GCS and provide it an opportunity to object prior to such disclosure.

3. The Data provided to or stored by Public Library or CS pursuant to this Agreement are sensitive, requiring appropriate levels of security to prevent unauthorized disclosure or modification. The Public Library shall take reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations.
4. Public Library has full and final responsibility for the security of all Data provided by GCS that is in its possession while it is in possession of such Data. The Public Library agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Public Library should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
5. Public Library security measures must also include:
 - a. Restrictions such that access to the Data is limited to staff and other approved parties who need such access to carry out the responsibilities under this Agreement, and that such staff and approved parties will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Public Library's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate user ID/password procedures;
 - d. Satisfactory redundant and uninterruptible power supply protections.
 - e. Upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, the Data must be: (i) returned to GCS, (ii) destroyed or erased, or (iii) de-identified.
 - f. Any officers or employees of the Public Library who have access to student data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - g. Public Library shall limit internal access to education records to those individuals that are determined to have legitimate educational interests or to Service Providers that require such access to perform technical functions for it;
 - h. Public Library shall not use the education records for any other purposes than those explicitly authorized in this Agreement;
6. Breach Notification Costs and Expenses:
 - a. The Parties agree that Public Library and its representatives and employees may receive Data, including but not limited to personally identifiable student data pursuant to this Agreement (or other written agreement with GCS) and Public

Library shall be required to notify GCS of any breach of security resulting in an unauthorized access to such Data.

- b. City agrees that it will cooperate and promptly comply with any reasonable inquiries from GCS based upon GCS's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred and after GCS has conducted a reasonable amount of due diligence regarding any such complaint to verify that further investigation is warranted.

General Provisions.

1. **Term and Termination.** This Agreement shall be effective from the date executed until June 30, 2020. The Agreement can be renewed in writing by the mutual agreement of the parties.

2. **Project Coordinator.** The Chief Operations Office of Guilford County Schools is the designated Project Coordinator for GCS. The Project Coordinator shall be the GCS representative in connection with the Public Library's performance under this Agreement.

3. **Public Library Supervisors.** The City of High Point Library Director is designated as the Public Library Supervisor. The Public Library Supervisor is fully authorized to act on behalf of the Public Library in connection with this Agreement.

4. **Expenses.** Any expenses related to the provision of services incurred by the City shall be the sole responsibility of the City incurring such costs.

5. **Termination for Convenience.** In addition to all of the other rights which GCS and the City may have to cancel this Agreement, GCS or the City shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing ninety (90) days' notice in writing from one party to the other party.

6. **No Partnership.** The provisions of this Agreement are not intended to create, and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties. No officer, manager, director, employee, agent, affiliate or other person shall be deemed to be an officer, manager, director, employee, agent, contractor or subcontractor of GCS. The City will not have any right, power or authority, express or implied, to bind Guilford County Schools.

7. **Notice.** Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the Party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the PH at the following addresses:

GCS: The Board of Education of Guilford County

Scott McCully, Chief Operations Office
712 North Eugene Street
Greensboro, North Carolina,

City: City of High Point
Mary Sizemore, Director of High Point Public Library
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

8. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of North Carolina. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of North Carolina and Guilford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF
GUILFORD COUNTY

By: _____
Clerk to Board

By: _____

APPROVED AS TO FORM
LEGAL SUFFICIENCY

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

By: _____
Attorney

By: _____
Finance Director

ATTEST:

By: Lisa B. Furling
City Clerk



THE CITY OF HIGH POINT

By: Jay W. Wagner
Jay W. Wagner, Mayor

APPROVED AS TO LEGAL FORM

By: John T. Gault
City Attorney

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

By: [Signature]
City Finance Officer



Community Housing, Neighborhood Development and Public Safety Committee

Chaired by Council Member Golden

Committee Members: Golden, Peters, Scarborough, and Williams

December 4, 2018 – 10:00 a.m.

3rd Floor Lobby Conference Room

Agenda

Present:

Chairman Jeffrey Golden, and Committee Members Monica Peters and Christopher Williams

Absent: Committee Member, Donald Scarborough

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Tim McKinney, Maintenance Operation Director; Terry Houck, Public Service Director; Robby Stone, Assistant Public Service Director; Mike McNair, Community Development Director; Michelle McNair, Community Resource Manager; Meredith Green, Community Resource Specialist; Lisa Vierling, City Clerk and Sandra Keeney, Deputy City Clerk

Others Present:

Phyllis Bridges, Vice Chair of High Point Preservation Society
Cyril Jefferson, Citizens Advisory Council Member
Patrick Harmen, Hayden Harmen Foundation

News Media:

Pat Kimbrough, High Point Enterprise

Note: Coltrane House PowerPoint (photos) and Greenhill Cemetery Improvements (map) will be attached as permeant part of these proceedings.

Discussion – Coltrane House

Randy McCaslin, Deputy City Manager, stated he asked Tim McKinney, Maintenance Operations Director, to do a current assessment of the Coltrane House. He reminded the Committee that about 12 or 13 years ago, the City purchased the property and a resident was given life time rights to live in the house; she passed away last year, leaving the property vacant. The City needs to decide what the next steps are regarding the property. Questions and discussion have been taking place as far as moving the structure, renovating it for a residence, office space or a museum. Of course, all these ideas have a cost associated with them and that concern will need to be addressed as well. It is not good that the property is vacant, just last week someone dumped a load of tires that had to be cleaned up. With that, he introduced Mr. Tim McKinney.

Mr. McKinney shared some photographs that were taken Monday of the current state of the Coltrane House. He said several years ago major renovations were done to the house to make it suitable for the resident at that time. He noted the house has vinyl siding, the front porch was replaced, the hand rails installed, carport was replaced, the HVAC was replaced, and the kitchen and bath were gutted and replaced

Mr. McCaslin asked what the cost of those renovations were. Mr. McKinney replied \$67,000.

Mr. McKinney shared photographs of the outside deuteration as well as the extensive work needed for the inside of the house.

Chair Golden asked if the deuteration of the wood under the siding was contained to the section in the photograph. Mr. McKinney stated the deuteration was noted on the entire house.

Randy Hemann, Assistant City Manager, asked if there is rot in the wood or chipped paint. Mr. McKinney stated it is wood rot.

Mr. McCaslin asked if asbestos was present. Mr. McKinney stated yes, there are some areas in the kitchen that have asbestos.

Mr. McCaslin asked what the cost would be to bring the property to a residential standard. Mr. McKinney stated it would be an estimated cost of \$125,000 assuming the vinyl would be removed. If the vinyl is not removed it could be done much cheaper. Mr. McCaslin asked if the property were to be restored back to the original structure what would be the cost. Mr. McKinney replied \$175,000 to \$225,000. Those are estimated figures received from two contractors.

Chair Golden asked what the total figure the City has invested in this house. Mr. McKinney responded \$54,000 for the purchase and \$67,000 for the previous renovations. Chair Golden stated in communication with several citizens the general opinion is to not continue to allow it to be a place of residence but rather preserve it.

Mr. Hemann stated with the discussions of preserving the property, there would need to be conversations of the surrounding properties to really affect change and make it area people want to visit. There needs to be a larger conversation with the Community and other organizations to ascertain what the community wants. With the amount of investment the City would make, it

would seem reasonable to make it a working space such as a museum, tours, and use by the community.

A discussion ensued regarding the difference uses of the property and the benefit of having it occupied and producing income.

Mr. Hemann asked if the Committee would like staff to facilitate a larger conversation and bring in an outside facilitator to have community meetings and invite the Historical Society to get some ideas started.

Chair Golden asked how long it would take staff to assess the surrounding properties. Mr. McCaslin stated staff could have it done within the next 30 days and have something prepared by the next Committee meeting.

The Committee was in general agreement with the recommendation by Mr. Hemann, and asked Mr. McCaslin to have a report ready to present at the next scheduled meeting.

Phyllis Bridges, Vice President for the High Point Preservation Society, stated this house has been a source of conversation in the fact they would like to see it restored, utilized, and kept in the same neighborhood. She stated she is also an Executive Member of the Commemoration Committee for 400 Years of African American History in this country. One of the project for this year is to partner with the Hayden Harmen Foundation to get a Historic Marker placed there. She would like to see it become a museum for John Coltrane to focus on the legacy of his music and his family.

Cyril Jefferson, Citizens Advisory Council Member, stated there are John Coltrane homes in North Carolina, Pennsylvania, and New York. May be staff can collaborate with some of those cities and states to get ideas. He noted the home in Hamlet North Carolina is home to the local NAACP and other states have utilized them for Non-Profits, music lessons, and museums. He stated this is the only home of John Coltrane's that has not been given a designation or preservation, he noted the house in High Point is the house he lived in the longest.

Chair Golden thanked staff and the visitors for the input regarding this matter and stated there would be further information provided at the next meeting.

Discussion – Greenhill Cemetery Improvements.

Robby Stone, Assistant Director of Public Services presented a map of the Greenhill Cemetery. He stated the current fencing around the Cemetery is in state of disrepair and would advise replacing with the more updated Vinyl chain-link fence and have several gates installed to help with access into the cemetery. He pointed to a foot path across the cemetery noting citizens are using it as a cut through from Leonard Avenue to Meredith Street resulting in litter and garbage in the cemetery. Staff is advising that the gates be kept closed, turn-arounds be installed inside the cemetery to help with traffic flow as well as an informational sign installed to give the name and history of the cemetery ensuring the proper respect for the people there. He stated this is just a proposal and would like any thoughts or feedback from the Committee for the next steps.

Mr. Hemann asked if the graves were right up to the corner of Leonard and Meredith and would there be an opportunity to change the fence in that area and do something a little more decorative such as landscaping. Mr. Stone stated he would investigate if there is some potential for that.

Mr. Stone stated a fence company was contacted to get an estimation of the cost of the fence and gates as well as to remove the existing fence and install the new. The estimated cost is \$65,000. The informational marker is estimated at \$2,500 and the placement of two turn-arounds would be another \$8,000-\$10,000 with a total projected cost of \$80,000.

Chair Golden asked what is the probability of the City acquiring property around the Cemetery. Mr. Hemann stated staff has been investigating the use of the property and is not seeing a lot of potential for the surrounding area. He noted the smaller lot off of Meredith may have some potential but there is a lot of grade and drainage issues there.

Council Member Golden asked if all graves in the cemetery have been identified. Mr. Stone stated they are working with consultants to use ground penetrating radar to help identify unmarked graves.

Committee Member Williams stated he would like to see options regarding the decorative landscaping mentioned earlier.

Mr. McCaslin suggested to get Ray Gibbs to help with ideas regarding the decorative landscaping options. Mr. Hemann stated he would speak with Mr. Gibbs to get him involved.

A discussion ensued regarding other cemetery's in the city in regards of landscaping, gates, and consistency as well as how access for funerals etc... are handled.

Chair Golden asked where the funds would come from to make these changes. Mr. McCaslin stated there would need to be plan in place, so we would know how much money is needed and then go from there.

Mr. McCaslin stated this was for discussion only to ensure staff is moving in the right direction. Staff will investigate decorative landscaping and gates and provide more information at the next meeting.

Adjournment

There being no further business to discuss, the meeting adjourned at 10:46 a.m. upon motion duly made and seconded.

Respectfully Submitted,

Sandra Keeney
Deputy City Clerk

Jeffrey Golden, Chairman

DRAFT

RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) City of High Point		Disaster Number: FEMA -4393-DR-NC
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): NA		
Applicant's Fiscal Year (FY) Start Month: July Day: 01		
Applicant's Federal Employer's Identification Number 56 - 6000231		
Applicant's Federal Information Processing Standards (FIPS) Number -		
PRIMARY AGENT		SECONDARY AGENT
Agent's Name Amy Hughes		Agent's Name Perry Hall
Organization City of High Point		Organization City of High Point
Official Position Accountant II		Official Position Emergency Manager
Mailing Address PO Box 230		Mailing Address 434 S. Elm St.
City, State, Zip High Point, NC 27261		City, State, Zip High Point, NC 27260
Daytime Telephone (336) 883-3246		Daytime Telephone (336) 883-3364
Facsimile Number (336) 883-8572		Facsimile Number (336) 822-7281
Pager or Cellular Number		Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20____.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title See attached	Name Lisa B. Vierling
Name and Title	Official Position City Clerk
Name and Title 12/17/2018	Daytime Telephone (336) 883-3536

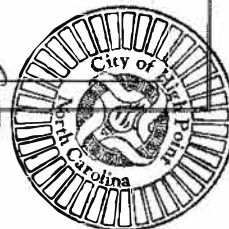
CERTIFICATION

I, Lisa B. Vierling, (Name) duly appointed and City Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of City of High Point (Organization) on the 17th day of December, 2018.

Date: 12/17/2018

Signature: Lisa B. Vierling

Rev. 06/02



1028-IND-812342

Quotation Developed Especially for:

Derrick Boone
City Of High Point
PO BOX 230
High Point, NC 27261
Phone:

Prepared on 12/5/2018 by:

Brian Driggars
Cell: 704-591-7984
4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

www.rainforrent.com





Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Prepared By: Brian Driggers

Job Description:

Riverdale Lift Station Bypass Rental and 24-hr Pump
Watch--For PO extension (increase) only.

Customer: City Of High Point

Customer ID: 103262

Address: PO BOX 230

City/State: High Point, NC 27261

Contact: Derrick Boone

Office:

Fax:

Location:

High Point, NC

Sale Sub Total: \$131,293.85

Sub Total: \$131,293.85

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional
cost for the above items will be added to the grand total.

Recommended Optional Item - RPP: \$0.00

Est. Delivery Hauling \$0.00
Est. Pick-up Hauling \$0.00

Est. Install Labor \$0.00
Est. Removal Labor \$0.00

Est. Services \$0.00
Est. Air Quality Fee \$0.00
Est. Rev Air Quality Fee -\$0.00
Est. Enviro Recovery Fee \$0.00
Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$131,293.85

Date Prepared: 12/5/2018

Valid Until: 1/4/2019

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.
If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Application: Bypass

This quotation has not been flagged as PREVAILING WAGE.

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	MR IND	Monthly Bypass Rental	\$41,293.85	\$41,293.85
1	Each	MR IND	Monthly 24-hr Pump Watch	\$90,000.00	\$90,000.00

Sale Sub Total: \$131,293.85

Sub Total: \$131,293.85



Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes, heaters, pipe, and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

CITY OF HIGH POINT

AGENDA ITEM



Title: Agreement for Services with Atla Planning and Design to develop a Regional Bicycle Plan for the High Point Metropolitan Planning Organization

From: Mark McDonald, Transportation Director

Meeting Date: February 19, 2018

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Bid Recommendation

PURPOSE:

Consideration of a Agreement for Services with Alta Planning and Design for the development of a Regional Bicycle Plan for the High Point Metropolitan Planning Organization (HPMPO).

BACKGROUND:

The City of High Point is the lead agency for the HPMPO, and is responsible for the management of State and Federal funding used for the benefit of all member agencies. The City of High Point on behalf of the HPMPO invited Statement of Qualifications (SOQs) and information from qualified firms to provide professional consulting services for the development of a Regional Bicycle Plan. Alta Planning & Design was selected and approved by City Council at the January 16, 2018 meeting.

BUDGET IMPACT:

The HPMPO has budgeted for this project in the 2017/2018 budget and the 2018/2019 budget. The HPMPO budget is part of the High Point Department of Transportation's approved FY2017-2018 budget.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends approval of this Agreement.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Transportation

COUNCIL AGENDA DATE: February 19, 2017

BID NO.: RFQ 27-122217

CONTRACT NO.:

DATE OPENED: Dec 22, 2017

DESCRIPTION:

The City is the lead agency for the HPMPO, and is responsible for the management of State and Federal funding used for the benefit of all member agencies. The City of High Point on behalf of the HPMPO invited Statement of Qualifications (SOQs) firms to provide consulting services for a Regional Bike Plan.

PURPOSE:

The High Point Metropolitan Planning Organization (HPMPO) is seeking professional consulting services to develop a regional bicycle plan for the (HPMPO).

COMMENTS:

The HPMPO has budgeted for this project in the 2017/2018 budget and the 2018/2019 budget. The HPMPO budget is part of the High Point Department of Transportation's approved FY2017-2018 budget.

RECOMMEND AWARD TO: Alta Planning and Design

AMOUNT: \$269,000

JUSTIFICATION:

Federal law requires that MPOs develop long range planning documents for all modes of transportation. The regional bike plan will be used to develop bike facilities throughout the High Point metropolitan region and serve as a guide for our Comprehensive Transportation Plan and Metropolitan Transportation Plan

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301610	527101	301181171805		
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Mark V. McDonald, P.E.

Digitally signed by Mark V. McDonald, P.E.
DN: cn=Mark V. McDonald, P.E., o=City of High Point, ou=Transportation
Dept., email=mark.mcdonald@highpointnc.gov, c=US
Date: 2018.02.09 15:19:31 -0500

DATE: Feb 9, 2018

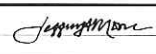
The Purchasing Division concurs with recommendation submitted by the Transportation and recommends award to the lowest responsible, responsive bidder Alta Planning & Design in the amount of \$ 269,000.00.

PURCHASING MANAGER: Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=, email=erik.conti@highpointnc.gov, c=US
Date: 2018.02.09 16:13:38 -0500

DATE: Feb 9, 2018

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: 

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director,
email=jfmoore@highpointnc.gov, c=US
Date: 2018.02.12 09:44:24 -0500

DATE: Feb 12, 2018

CITY MANAGER: Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2018.02.12 08:45:45 -0500

DATE: Feb 12, 2018

CITY OF HIGH POINT

AGENDA ITEM



Title: Election of Mayor Pro Tem

From: Lisa Vierling, City Clerk

Meeting Date: December 17, 2018

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: N/A

PURPOSE:

Elect a member of City Council to serve as Mayor Pro Tem for the period of January 1, 2019 – December 3, 2019.

BACKGROUND:

According to the Charter of the City of High Point, City Council has the responsibility of appointing the Mayor Pro Tem from the current membership of Council. At the December 4, 2017 Organizational Meeting, Council Member Chris Williams was appointed as Mayor Pro Tem for the period of December 2017 through December 2018.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to appoint a Member of Council to serve as Mayor Pro Tem for the period of January 1, 2019 – December 3, 2019 or the date of the Organizational Meeting for the 2019-2023 City Council.

ORDINANCE

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

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

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

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

PROPERTY LOCATION

408 Steele St.

OWNER (S)

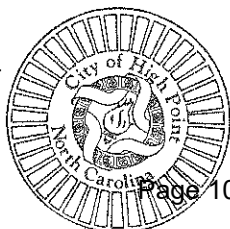
Gate City Capital Development
4337-D Edith Ln.
Greensboro, NC 27409

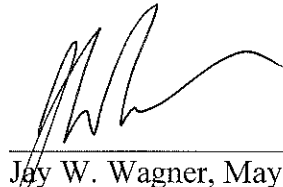
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 17th day of December, 2018


Lisa B. Vierling, City Clerk



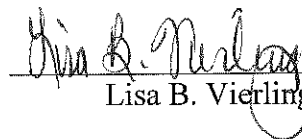

Jay W. Wagner, Mayor

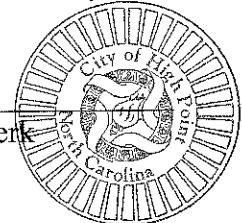
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 17, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 17th day of December, 2018.

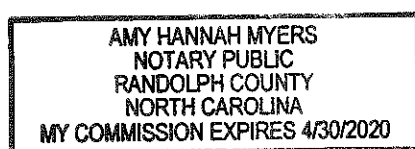

Lisa B. Vierling, City Clerk



ACKNOWLEDGEMENT

I, Amy Hannah Myers, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 17th day of December 2018.




Amy Hannah Myers, Notary Public

Commission Expires: 4/30/2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement – Guilford County School Board of Education

From: Mary Sizemore, Library Director

Meeting Date: Monday, December 17, 2018

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Resolution & Interlocal Agreement

PURPOSE:

Consideration for the adoption of a Resolution Authorizing an Interlocal Agreement between the City of High Point and the Guilford County Board of Education.

BACKGROUND:

The City and the Guilford County Board of Education have agreed to cooperate with each other to develop a comprehensive, strategic and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and education success by developing an infrastructure that will allow Guilford County School Students access and use of the High Point Public Library's books, computers, reading programs and other educational resources during out of school time.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends adoption of the Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of High Point and the Guilford County Board of Education.

**NORTH CAROLINA
GUILFORD COUNTY**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of December, 2018, between **THE GUILFORD COUNTY BOARD OF EDUCATION** (also known as Guilford County Schools and referred to herein as "GCS") is a North Carolina body corporate in the State of North, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina, and **CITY OF HIGH POINT**, ("City") a North Carolina municipal corporation, with a principal place of business located at 211 South Hamilton Street, High Point, North Carolina.

RECITALS

WHEREAS, the City and GCS have agreed to cooperate with each other in order to develop a comprehensive, strategic and sustainable collaboration that will strengthen both organizations and benefit the community by increasing literacy and educational success, the City and GCS seek to build a strong relationship at the administrative level in order to work together more collaboratively and demonstrate measurable impact; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, by developing an infrastructure that will allow all GCS students to access and use the High Point Public Library's ("Public Library") materials, the City and GCS will leverage the collaboration for innovative and cost-effective ways to better utilize the Public Library's resources to serve GCS students, their families, and staff; and

WHEREAS, GCS and the City desire to work together as educational partners, with the Public Library serving as an extension of the classroom—providing students with access to books, computers, reading programs, and dozens of other important educational resources during out-of-school time. Additionally, both organizations have aligned around a focus on literacy and are committed to creating a community of readers, empowering individuals with free access to information, building a welcoming place where reading, learning and imagination thrive, maximizing academic achievement, and preparing every child to lead a rich and productive life, and

WHEREAS, Both GCS and the City understand that such services shall be provided at no cost to GCS or its students.

NOW THEREFORE, in consideration of the reasons recited above and the mutual promises and other valuable consideration herein expressed, the Parties agree as follows:

TERMS:

Obligations of the City. In connection with this Agreement, the City agrees to the following:

1. The Public Library will streamline student access to databases and materials by integrating GCS Student ID numbers and Public Library accounts, allowing every student in GCS instant access to Library databases and materials.
2. Work collaboratively with GCS to further deepen the partnership between the agencies.
3. Protect and preserve the confidential information of GCS students, and abide by all laws and regulations protecting student security and safety.

Obligations of Guilford County Schools. In connection with this Agreement, GCS agrees to the following:

1. GCS will provide the Public Library with Student ID Number, first and last name, birthdate, school, grade, address, phone number, and email address of each student enrolled in GCS unless the student has opted out of participation in the initiative.
2. In collaboration with the Public Library staff, help to facilitate the introduction of professional development opportunities for GCS teachers surrounding Library projects.

Confidentiality.

1. All student data or information provided by GCS is considered confidential under this Agreement as well as under the Family Educational Rights and Privacy Act (FERPA), and any other federal or state regulations pertaining to students' education records. To the extent that the Public Library has access to any personally identifiable information from students' education records, the Public Library agrees that it shall not use such information except for the legitimate educational purpose of providing services pursuant to this Agreement and that it shall not re-disclose this information to any other party for any reason. FERPA. The Family Educational Rights and Privacy Act (“**FERPA**”) is a federal law that protects the confidentiality of a student’s records. The Public Library may only access student educational records if there is a legitimate educational reason to do so and if that educational reason is directly related to carrying out the duties and responsibilities reflected in this Agreement. Public Library must keep all personally identifiable student information (“PII”) confidential. Public Library shall not acquire student information that it does not need to perform the work under this Agreement. Public Library acknowledges that for the purposes of this Agreement, it will be designated a “school official” with “legitimate educational interests” in “education records,” as those terms have been defined under FERPA and its implementing regulations, and Public Library agrees to abide by the limitations and requirements imposed by 34 C.F.R. 99.33(a) on school officials.
2. The Data disclosed to the Public Library will to be used exclusively for the work of the Library. Except as provided herein, Public Library shall not disclose any Data to any other party, except specifically the State-operated Cardinal Library System (“CS”), for any reason: without the prior written consent of (a) the affected person or student (or parent of an affected student) and (b) GCS; or (c) unless required by statute or upon entry of an order

of a court of competent jurisdiction; provided that Public Library notify GCS and provide it an opportunity to object prior to such disclosure.

3. The Data provided to or stored by Public Library or CS pursuant to this Agreement are sensitive, requiring appropriate levels of security to prevent unauthorized disclosure or modification. The Public Library shall take reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations.
4. Public Library has full and final responsibility for the security of all Data provided by GCS that is in its possession while it is in possession of such Data. The Public Library agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Public Library should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
5. Public Library security measures must also include:
 - a. Restrictions such that access to the Data is limited to staff and other approved parties who need such access to carry out the responsibilities under this Agreement, and that such staff and approved parties will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Public Library's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate user ID/password procedures;
 - d. Satisfactory redundant and uninterruptible power supply protections.
 - e. Upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, the Data must be: (i) returned to GCS, (ii) destroyed or erased, or (iii) de-identified.
 - f. Any officers or employees of the Public Library who have access to student data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - g. Public Library shall limit internal access to education records to those individuals that are determined to have legitimate educational interests or to Service Providers that require such access to perform technical functions for it;
 - h. Public Library shall not use the education records for any other purposes than those explicitly authorized in this Agreement;
6. Breach Notification Costs and Expenses:
 - a. The Parties agree that Public Library and its representatives and employees may receive Data, including but not limited to personally identifiable student data pursuant to this Agreement (or other written agreement with GCS) and Public

Library shall be required to notify GCS of any breach of security resulting in an unauthorized access to such Data.

- b. City agrees that it will cooperate and promptly comply with any reasonable inquiries from GCS based upon GCS's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred and after GCS has conducted a reasonable amount of due diligence regarding any such complaint to verify that further investigation is warranted.

General Provisions.

1. **Term and Termination.** This Agreement shall be effective from the date executed until June 30, 2020. The Agreement can be renewed in writing by the mutual agreement of the parties.

2. **Project Coordinator.** The Chief Operations Office of Guilford County Schools is the designated Project Coordinator for GCS. The Project Coordinator shall be the GCS representative in connection with the Public Library's performance under this Agreement.

3. **Public Library Supervisors.** The City of High Point Library Director is designated as the Public Library Supervisor. The Public Library Supervisor is fully authorized to act on behalf of the Public Library in connection with this Agreement.

4. **Expenses.** Any expenses related to the provision of services incurred by the City shall be the sole responsibility of the City incurring such costs.

5. **Termination for Convenience.** In addition to all of the other rights which GCS and the City may have to cancel this Agreement, GCS or the City shall have the further right, without assigning any reason therefore, to terminate any work under this Agreement, in whole or in part, at any time at its complete discretion by providing ninety (90) days' notice in writing from one party to the other party.

6. **No Partnership.** The provisions of this Agreement are not intended to create, and shall not be interpreted to create a joint venture, a partnership or any similar relationship between the parties. No officer, manager, director, employee, agent, affiliate or other person shall be deemed to be an officer, manager, director, employee, agent, contractor or subcontractor of GCS. The City will not have any right, power or authority, express or implied, to bind Guilford County Schools.

7. **Notice.** Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the Party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the PH at the following addresses:

GCS: The Board of Education of Guilford County

Scott McCully, Chief Operations Office
712 North Eugene Street
Greensboro, North Carolina,

City: City of High Point
Mary Sizemore, Director of High Point Public Library
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

8. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of North Carolina. Any controversies or legal problems arising out of this agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State of North Carolina and Guilford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF
GUILFORD COUNTY

By: _____
Clerk to Board

By: _____

APPROVED AS TO FORM
LEGAL SUFFICIENCY

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

By: _____
Attorney

By: _____
Finance Director

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM

By: _____
City Attorney

THE CITY OF HIGH POINT

By: _____
Jay W. Wagner, Mayor

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

By: _____
City Finance Officer

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF HIGH POINT AND THE GUILFORD COUNTY BOARD OF EDUCATION TO
PROVIDE GUILFORD COUNTY SCHOOL STUDENTS ACCESS TO LIBRARY
MATERIALS**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point (“City”) is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the Guilford County Board of Education (also known as Guilford County Schools and referred herein as “GCS”) is a legislative body in the State of North Carolina, in accordance with N.C.G.S. §115C-36 through 115C-47; and

WHEREAS, the City the GCS (collectively referred to as “Parties”) share the need for innovative and cost-effective ways to better utilize the High Point Public Library’s resources to serve Guilford County Schools (“GCS”) students; and

WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of working together as educational partners to provide GCS students with access to books, computers, reading programs and other educational resources during out of school time; and

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the Guilford County Board of Education to provide Guilford County School students access and use of the High Point Public Library’s books, computers, reading programs and other education resources.

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Adopted this the 17th day of December 2017.

Lisa B. Vierling
High Point City Clerk

Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Rain for Rent - Riverdale Pump Station
Emergency Pump Bypass- Extension

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: December 17, 2018

Public Hearing: No

Advertising Date: N/A
Advertised By: N/A

Attachments: Rain for Rent- Monthly Quote

PURPOSE:

To increase the initial purchase order for Rain for Rent to include 24-hour pump watch and extend the emergency bypass of the Riverdale Pump Station for an additional three (3) months to complete the necessary repairs to the pumps in the dry well that were damaged during Hurricane Florence and to repair newly discovered deterioration in the wet well.

BACKGROUND:

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. City Council approved an emergency purchase order on the October 1, 2018 Council Agenda in the amount of \$121,443.84 for an emergency bypass of the pump station to perform repairs to the dry well. The purchase order was for the initial bypass setup/removal and 4-week rental. The Public Services Department was unable to isolate the pump station from the bypass due to a deteriorated sluice gate at the inlet of the pump station. Due to the delay in the removal of the sluice and installation of a blind flange, the emergency bypass will have to be extended for an additional 1-month to complete the repairs to the dry well portion of the pump station.

After implementation of the bypass and cleaning out the wet well, the Public Services Department has discovered significant corrosion to the walls and sluice gates / accessories from hydrogen sulfide. It is estimated that the emergency bypass will have to remain in place until March 2019 to make the necessary repairs to the wet well. The cost for monthly bypass rental and 24-hour pump watch is \$131,293.85. The Public Services Department is requesting approval to increase the purchase order to Rain for Rent for an additional 3 months (December, January, February) for pump rental and 24-hour pump watch. Below is a summary of costs and anticipated expenses for the emergency bypass.

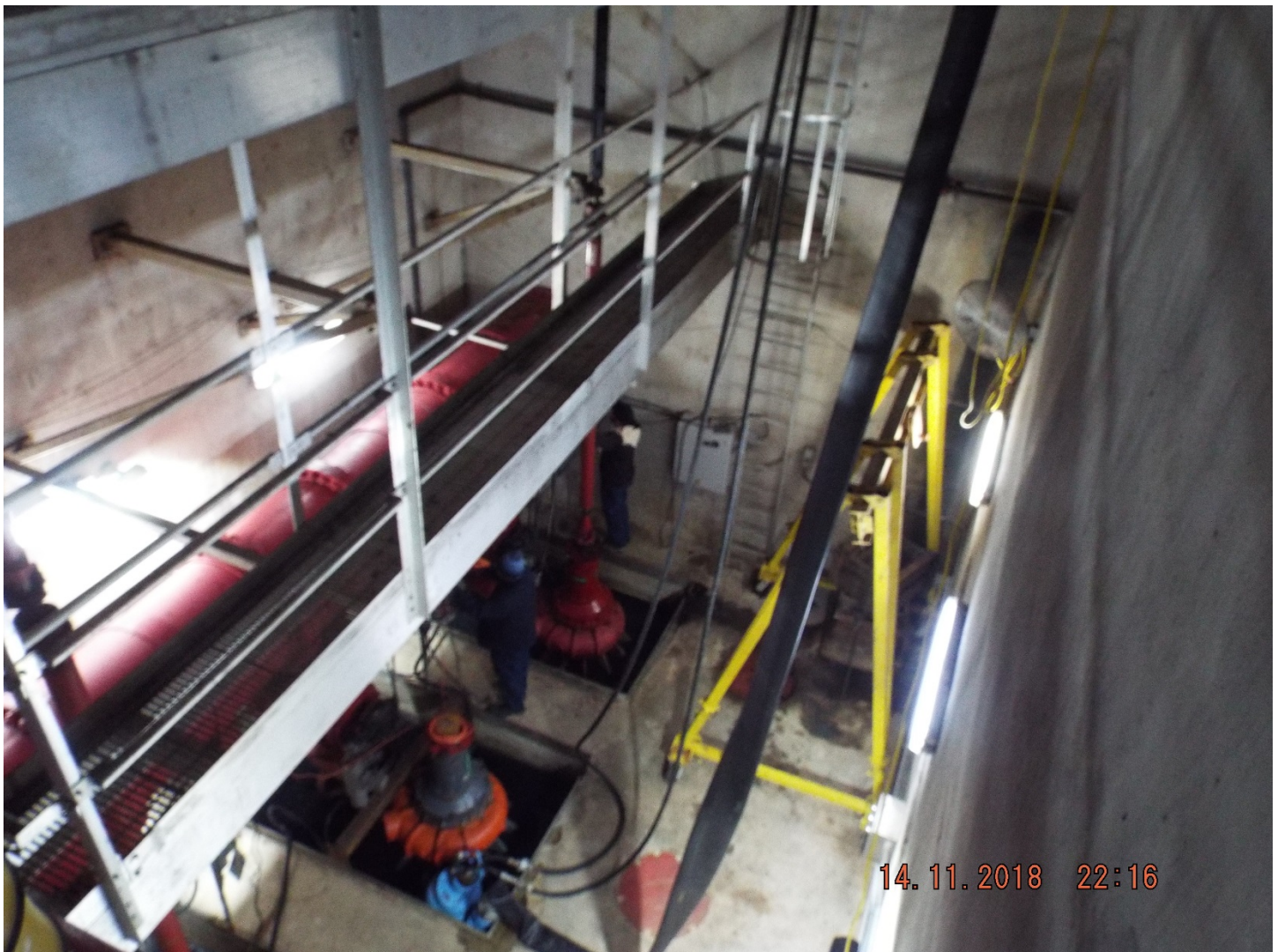
Original PO Amount for bypass construction and 4-week rental	\$121,443.84
24-hour Pump Watch 11/7/18 to 12/7/18	\$90,000.00
December Bypass Rental and 24-hour pump watch is	\$131,293.85
January Bypass Rental and 24-hour pump watch is	\$131,293.85
<u>February Bypass Rental and 24-hour pump watch is</u>	<u>\$131,293.85</u>
Total Cost	\$605,325.39

BUDGET IMPACT:

Funding for the emergency bypass and the Riverdale Pump Station repairs will come out of the capital project budget, along with the companion budget amendment.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that Council approve the emergency purchase order for Rain for Rent to be increased from \$121,443.84 to the amount of \$605,325.39.



Dry Well- Riverdale Pump Station



Picture of Emergency Bypass



Picture of Emergency Bypass



Diver in Wet Well



Deteriorated Sluice Gate



Deterioration of Wet Well Walls

1028-IND-812342

Quotation Developed Especially for:

Derrick Boone
City Of High Point
PO BOX 230
High Point, NC 27261
Phone:

Prepared on 12/5/2018 by:

Brian Driggars
Cell: 704-591-7984
4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

www.rainforrent.com





Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Prepared By: Brian Driggers

Job Description:

Riverdale Lift Station Bypass Rental and 24-hr Pump
Watch--For PO extension (increase) only.

Customer: City Of High Point

Customer ID: 103262

Address: PO BOX 230

City/State: High Point, NC 27261

Contact: Derrick Boone

Office:

Fax:

Location:

High Point, NC

Sale Sub Total: \$131,293.85

Sub Total: \$131,293.85

Recommended Optional Items - Rental: \$0.00

Recommended Optional Items - Sales: \$0.00

Does not include sales tax

Accept Decline Initial

By checking Accept and initialing customer is acknowledging that the additional
cost for the above items will be added to the grand total.

Recommended Optional Item - RPP: \$0.00

Est. Delivery Hauling \$0.00
Est. Pick-up Hauling \$0.00

Est. Install Labor \$0.00
Est. Removal Labor \$0.00

Est. Services \$0.00
Est. Air Quality Fee \$0.00
Est. Rev Air Quality Fee -\$0.00
Est. Enviro Recovery Fee \$0.00
Est. Rev Enviro Recovery Fee -\$0.00

(Does Not Include Sales Tax)

Grand Total: \$131,293.85

Date Prepared: 12/5/2018

Valid Until: 1/4/2019

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.
If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here: _____



Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Application: Bypass

This quotation has not been flagged as PREVAILING WAGE.

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	MR IND	Monthly Bypass Rental	\$41,293.85	\$41,293.85
1	Each	MR IND	Monthly 24-hr Pump Watch	\$90,000.00	\$90,000.00

Sale Sub Total: \$131,293.85

Sub Total: \$131,293.85



Sale Quotation

North Carolina

www.rainforrent.com

4350 Golf Acres Drive
Charlotte NC 28208
Phone: 704-393-3345
Fax: 704-395-9350

Quotation Number: 1028-IND-812342

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced pursuant to this Quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, tanks, generators, light towers, filtration, boxes, heaters, pipe, and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **December 17, 2018**

BID NO.: **N/A** CONTRACT NO.: **N/A** DATE OPENED: **N/A**

DESCRIPTION:

Extension of the emergency bypass for the Riverdale Pump Station

PURPOSE:

To increase the initial purchase order for Rain for Rent to include 24 hour pump watch and extend the emergency bypass of the Riverdale Pump Station for an additional three (3) months in order to complete the necessary repairs to the dry well and wet well.

COMMENTS:

The existing PO (97946) was for \$121,443.84. This request is to increase the PO amount to \$605,325.39.

RECOMMEND AWARD TO: **Rain for Rent** AMOUNT: **\$483,881.55**

JUSTIFICATION:

The bypass pumping is needed to make the emergency repairs

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421191030105	40202	\$483,881.55
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2018.12.18 09:36:48 -0500 DATE: **Dec 14, 2018**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **Rain for Rent** in the amount of \$ **483,881.55**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o=eu, email=erik.conti@highpointnc.gov, c=US
Date: 2018.12.18 09:46:34 -0500 DATE: **Dec 18, 2018**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Kelly Latham** Digitally signed by Kelly Latham
DN: cn=Kelly Latham, o=ou, email=kelly.latham@highpointnc.gov, c=US
Date: 2018.12.21 13:05:54 -0500 DATE: **Dec 21, 2018**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2018.12.21 13:08:59 -0500 DATE: **Dec 21, 2018**

Profile

Shyam

First Name

Aravamudhan

Last Name

saravamu@gmail.com

Email Address

1321 Suncrest Dr

Street Address

Suite or Apt

HIGH POINT

City

NC

State

27265

Postal Code

What district do you live in? *☒ Within High Point Corporate Limits

Mobile: (813) 368-0237

Primary Phone

Home:

Alternate Phone

North Carolina A&T State
University

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward 5

Ward you reside in?

Interests & Experiences

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

I am a Professor at North Carolina A&T State University, teaching and working with students for the past 8 years. In the past year, I have volunteered as a member of the International Advisory Sub-Committee in the City of High Point. During that time, I was part of organizing the meet and greet event for international visitors attending the High Point Market.

[Shyam_Aravamudhan_Resume.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender

☒ Male

CITY OF HIGH POINT

AGENDA ITEM



Title: In-Water Services, Inc
Riverdale Pump Station- Wet Well Repairs

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Public Services Director

Meeting Date: December 17, 2018

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Estimate for Repairs (Time and Materials)

PURPOSE:

To authorize In-Water Services, Inc to perform emergency repair work to address the newly discovered deterioration in the wet well of the Riverdale Pump Station.

BACKGROUND:

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. After implementation of the emergency bypass and cleaning out the wet well, the Public Services Department discovered significant corrosion to the walls and sluice gates / accessories from hydrogen sulfide. It is necessary to perform the repairs to the wet well while the pump station is under bypass. The repairs to the wet well will include the following:

- Replace the damaged incoming main sluice gate;
- Remove existing ladder and isolation gates from the pump intakes;
- Design / install valving that will give the ability to isolate the pump intakes (dry well) from the wet well; and
- Perform concrete repairs to the wet well walls and re-coat the walls and install new ladders.

In-Water Services, Inc is currently on site and Public Services recommends retaining their services as they have been actively involved with our engineers in review of options and design of the emergency repairs for the pump station.

BUDGET IMPACT:

Funding for Riverdale Pump Station wet well repairs will come out of the capital project budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that Council approve the emergency purchase order to In-Water Services, Inc. in the amount of \$821,006.00.



Diver in Wet Well



Deteriorated Sluice Gate



Deterioration of Wet Well Walls



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **December 17, 2018**

BID NO.: **N/A** CONTRACT NO.: **N/A** DATE OPENED: **N/A**

DESCRIPTION:

In-Water Services, Inc

PURPOSE:

To authorize In-Water Services, Inc to perform emergency repair work to address the newly discovered deterioration in the wet well of the Riverdale Pump Station.

COMMENTS:

RECOMMEND AWARD TO: **In-Water Services, Inc** AMOUNT: **\$821,006.00**

JUSTIFICATION:

In-Water Services, Inc is currently on site and Public Services recommends retaining their services as they have been actively involved with our engineers in review of options and design of the emergency repairs for the pump station.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421191030105	40202	\$821,006.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2018.12.18 09:34:50 -0500 DATE: **Dec 14, 2018**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **In-Water Services, Inc.** in the amount of \$ **821,006.00**.**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2018.12.18 09:39:12 -0500 DATE: **Dec 18, 2018**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Kelly Latham** Digitally signed by Kelly Latham
DN: cn=Kelly Latham, o, ou,
email=kelly.latham@highpointnc.gov, c=US
Date: 2018.12.21 13:08:13 -0500 DATE: **Dec 21, 2018**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2018.12.21 13:10:34 -0500 DATE: **Dec 21, 2018**

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –1211 Ragan Ave.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 12/17/18

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1211 Ragan Avenue.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 9/26/18. No action occurred by the compliance date of 10/29/18. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1211 Ragan Ave.

OWNER:

Avon Enterprises

**REASON FOR
INSPECTION:**

Inspector observed property unsecured

**FIRST
INSPECTION:
11/2/16**

Summary of Major Violations
1. Repair or replace roof covering
2. Repair or replace damaged siding
3. Repair cracks around foundation
4. Install water heater

**HEARING
RESULTS:
12/28/16**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
9/26/18**

Order to Repair or Demolish
Date of Compliance 10/29/18

APPEALS:

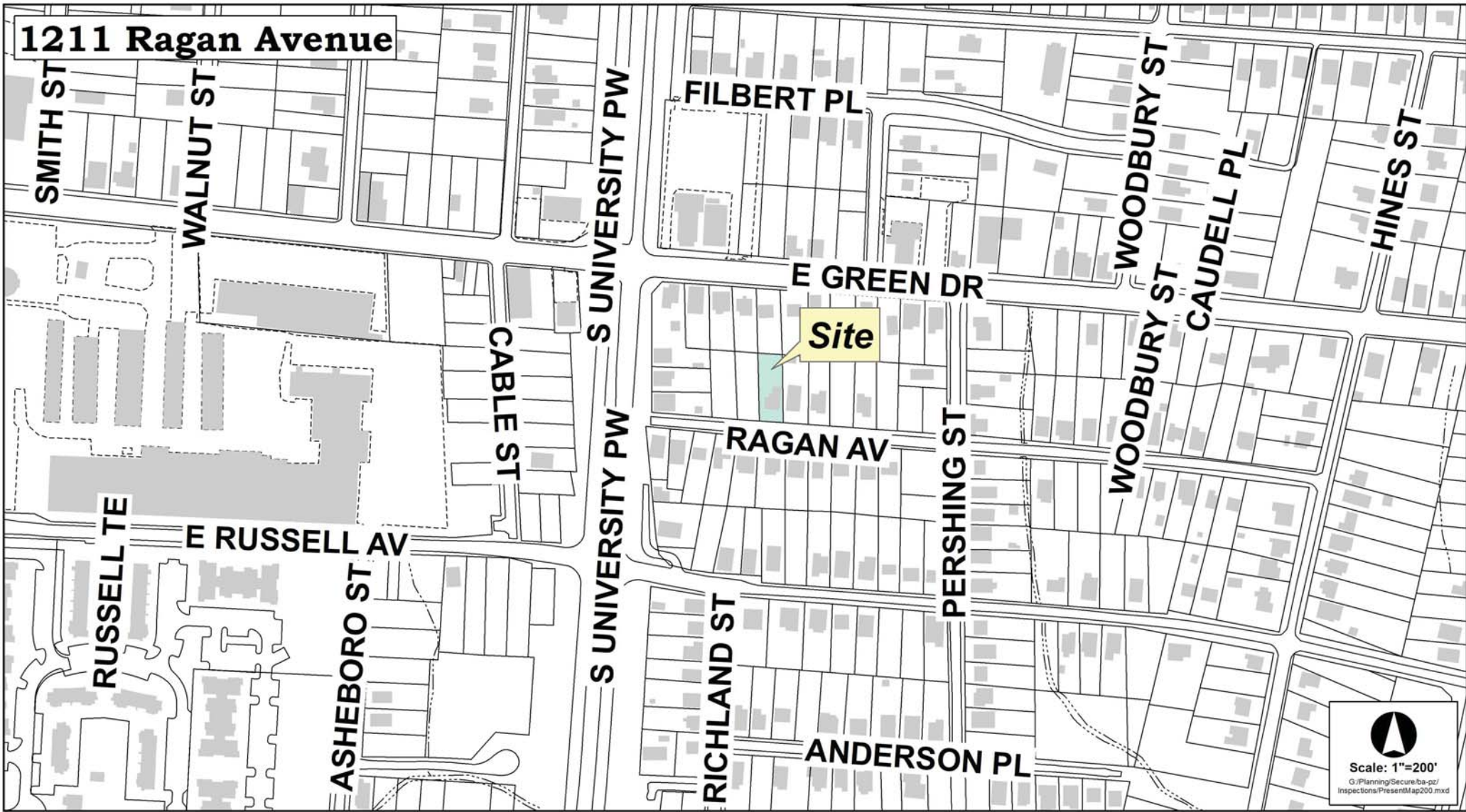
No appeals to date.

**OWNER
ACTIONS:**

None

ADDITIONAL:

Guilford County property taxes are delinquent since 2010 in the amount of \$7,160.65.



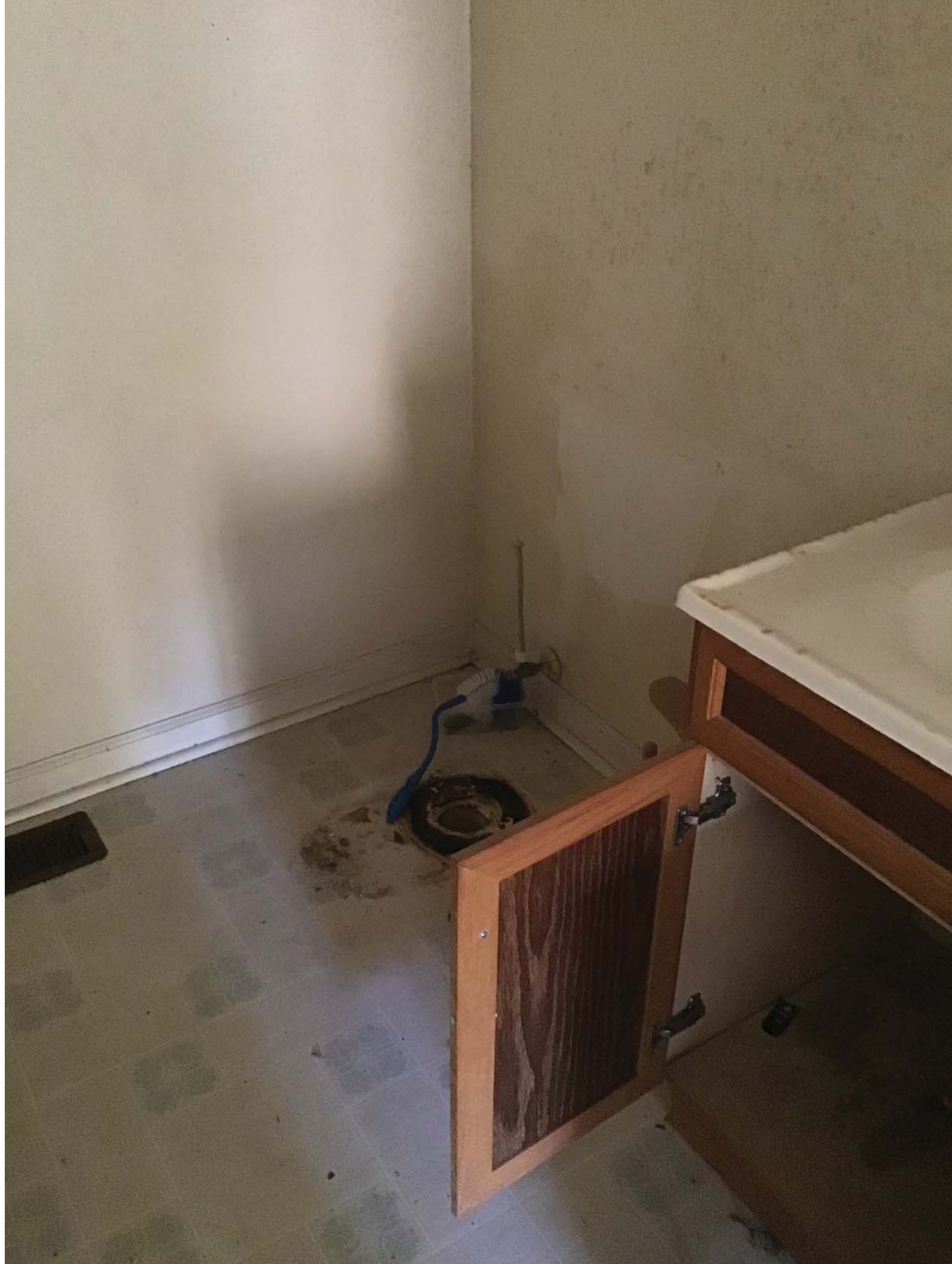


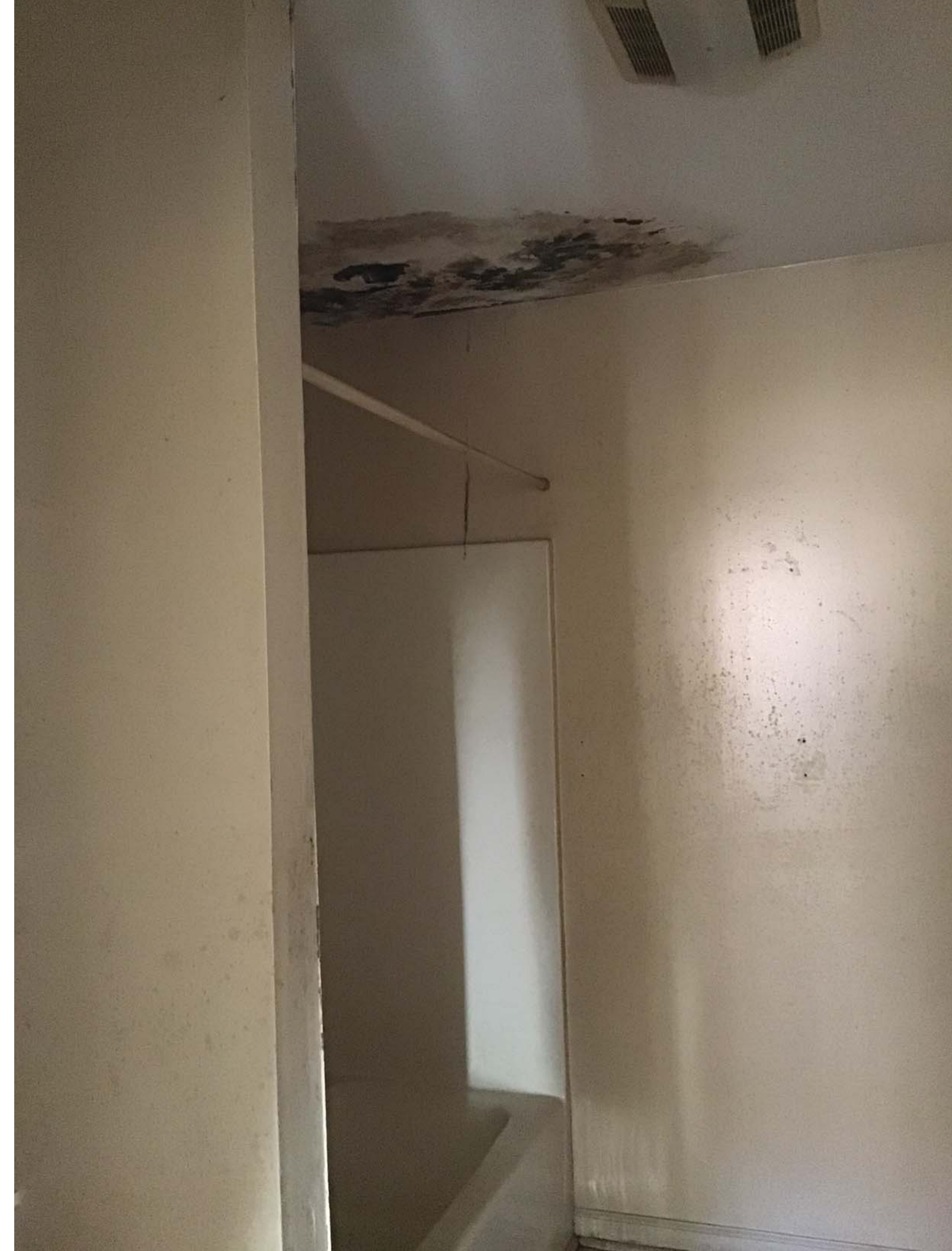
















**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF HIGH POINT AND THE GUILFORD COUNTY BOARD OF EDUCATION TO
PROVIDE GUILFORD COUNTY SCHOOL STUDENTS ACCESS TO LIBRARY
MATERIALS**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

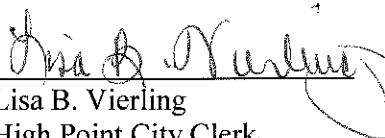
WHEREAS, the Guilford County Board of Education (also known as Guilford County Schools and referred herein as "GCS") is a legislative body in the State of North Carolina, in accordance with N.C.G.S. §115C-36 through 115C-47; and

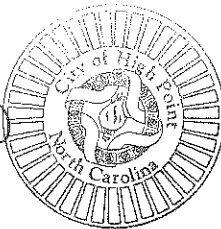
WHEREAS, the City the GCS (collectively referred to as "Parties") share the need for innovative and cost-effective ways to better utilize the High Point Public Library's resources to serve Guilford County Schools ("GCS") students; and

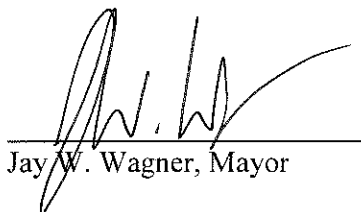
WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of working together as educational partners to provide GCS students with access to books, computers, reading programs and other educational resources during out of school time; and

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the Guilford County Board of Education to provide Guilford County School students access and use of the High Point Public Library's books, computers, reading programs and other education resources.

Adopted this the 17th day of December 2017.


Lisa B. Vierling
High Point City Clerk




Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Riverdale Pump Station Insurance Settlement

From: Eric Olmedo, Budget Director

Meeting Date: December 17, 2018

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to recognize insurance proceeds for damage sustained at the Riverdale Pump Station during Hurricane Florence.

BACKGROUND:

The City of High Point transfers wastewater flow to the Eastside WWTP via the Riverdale Pump Station from areas located on the north side of the city. This is the City's largest pump station. During Hurricane Florence, the pump station flooded resulting in damage to three (3) pumps. An insurance claim was made and a settlement was negotiated in the amount of \$895,515.

BUDGET IMPACT:

The City is receiving an insurance settlement total of \$795,515, which is the settlement amount less a \$100,000 deductible. The budget amendment will reimburse \$471,872 to the Water Sewer Capital Projects Fund and \$323,643 to the Water Sewer Operating Fund.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

“AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO RECOGNIZE INSURANCE PROCEEDS FOR THE RIVERDALE PUMP STATION

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

Section 1. The City of High Point received insurance proceeds from damage to the Riverdale Pump Station.

Section 2. In order to recognize the insurance proceeds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That Water Sewer Operating Fund revenues be amended as follows:

Insurance Proceeds	\$323,643
--------------------	-----------
- (B) That Water Sewer Capital Projects Fund revenues be amended as follows:

Insurance Proceeds	\$471,872
--------------------	-----------
- (C) That Water Sewer Operating expenditures be amended as follows:

Operating expenditures	\$323,643
------------------------	-----------
- (D) That Water Sewer Capital Projects Fund expenditures be amended as follows:

Capital Projects	\$471,872
------------------	-----------

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

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

Adopted December 17, 2018

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
December 3, 2018 – 4:30 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

MINUTES

Present:

Mayor Jay Wagner, Mayor Pro Tem Chris Williams (Ward 2); and Council Members Britt Moore (At Large); Don Scarborough (At Large); Jeffrey Golden (Ward 1); Monica Peters (Ward 3); Wesley Hudson (Ward 4); Victor Jones (Ward 5); and Jason Ewing (Ward 6)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Loren Hill, Economic Development Director; Eric Olmedo, Budget and Administrative Director; Lee Tillery, Parks and Recreation Director; Tracy Pegram, Assistant Parks and Recreation Director, Lisa Vierling, City Clerk and Sandra Keeney, Deputy City Clerk

Others Present:

Rachel Cotter, Consultant with McAdams
Marshall Newsome, Chair of Parks and Recreation Commission

News Media:

Pat Kimbrough, High Point Enterprise

Note: The following handout was presented during the meeting and will be attached in Exhibit Book, Volume XIII, as a permanent part of these proceedings.

- ✓ City of High Point Parks & Recreation Comprehensive Master Plan Review
December 3, 2018 PowerPoint

Presentation – Parks and Recreation Master Plan

Mayor Wagner called the meeting to order at 4:30 p.m. and introduced Lee Tillery, Parks and Recreation Director.

Mr. Tillery introduced Tracy Pegram, Assistant Parks and Recreation Director; Rachel Cotter, Consultant with McAdams and Marshall Newsome, Chair of the Parks and Recreation Commission.

Mr. Tillery stated the last Master Plan for Parks and Recreation was adopted in October 2007. With the many exciting changes taking place in High Point, this is the perfect time to update the Master Plan. This plan was started in February and several considerations were discussed and vetted.

He explained the planning process for the Master Plan which included inventory and analysis that included:

- Parks, trails and facility site visits
- Analysis of demographics and recreation trends
- Benchmarking of peer communities
- Analysis of recreation programs
- Community engagement

Community Engagement portion of the plan included input from two drop-in public meetings, public opinion surveys, meetings with the High Point Parks & Recreation Commission, staff input meeting, staff surveys as well as two City Manager's Briefings with High Point City Council. Compiling the data from the meetings and surveys it was discovered the most desired programs were outdoor music, special events, senior events and youth athletics. The most desired park amenities were greenways, bike trails, nature parks, and dog parks.

He gave an overview of demographics noting some anticipated ten-year changes such as residents 55 years of age or older will make up a larger portion of the population while residents under the age of 12 will make up a smaller portion of the population.

Mr. Tillery explained the Vision/Recommendations noting the Parkland Vision is "To maintain a diverse, inclusive and connected network of parks and amenities reflecting current trends, while preserving the historic natural character of the City's park system." He discussed and listed the Parkland Goals which are:

- Provide recreation amenities that reflect the latest trends and community needs, including flexible spaces that can evolve with changing trends in recreation and demographics;
- Leverage and enhance the Department's existing niche as an accessible amenity and service provider;
- Enhance equity of parks by improving access, geographic distribution, and financial investment;
- Upgrade parks to include amenities the community desires in a way that creates significant experiences;
- Maintain the unique character and vernacular of existing parks.

He stated the Facility Vision which is "To maintain a variety of recreation and educational facilities that provide spaces for users to be active, involved, and grow within their community." He discussed and listed the Facility Goals which are:

- Maintain high-quality facilities that meet user needs in a safe and enjoyable way;
- Create public facilities that are usable by all ages and ability levels;
- Renovate facilities with multifunctional spaces to respond to changes in facility demand generated by changing demographics and trends.

He stated the Recreation Vision "To establish a set of sustainable core program areas that support the recreation needs and facilities developed in the City while defining High Point Parks and Recreation Department's niche, delivering services in the most cost-effective manner while ensuring a quality product." He discussed and listed the Recreation Vision Goals which are:

- Develop a Recreation Program Plan for the Department outlined one year in advance;

- Expand upon the six core program areas and establish two more core program areas based on trends found in the Community Surveys;
- Increase participation and revenue potential through established processes, goals, and outcomes;
- Conduct a capacity study for programs and facilities to understand the use patterns, gaps, and opportunities for enhancements.

He stated the Operations & Maintenance Vision “To develop and maintain parks, facilities, trails, and amenities throughout the City to meet the needs of the community, neighborhoods and visitors.” He discussed and listed the Operations & Maintenance Goals which are:

- Revise and upgrade Maintenance Plan to be the foundation of operations for the current park system while accounting for internal and external needs as the system evolves;
- Assess the full need for space, staff, and equipment within operations and maintenance;
- Address deferred maintenance, aging assets, and infrastructure;
- Improve operational efficiencies and effectiveness across all department divisions through updated and approved job descriptions and policies and procedures;
- Focus and expand marketing efforts to improve return on investment and reach of the parks & recreation system.

Council Member Hudson asked if there is a way to make some of the right -of- ways that the Parks and Recreation Department maintains become maintenance free. For example use low maintenance plants instead of grass. Mr. Tillery stated although some areas are a little different, they are investigating cost and benefit of outsourcing that type of maintenance.

Mr. Tillery stated the Finance Vision “To ensure the Department meets its yearly cost recovery goals and achieves maximum cost benefit of parks and recreation operations for the citizens of the city.” He discussed the Finance Goals which are:

- Develop a full cost of service assessment for the Department to determine unit cost;
- Adopt cost of recovery goals for Special Facilities and Recreation Divisions to achieve equity, revenue production efficiency, and redistribution of income;
- Increase revenues/decrease expenses to achieve cost recovery goals
- Diversify capital funding strategies to help fund deferred maintenance costs and other projects.

Mr. Tillery shared that economic impact is \$4,134,874, which is broken down into event types such as sports, special events, Oak Hollow Campground, Oak Hollow and Blair Park Golf Courses. He advised that direct revenue such as golf courses and campground is \$1,531,758 and the estimated total economic impact is \$5,666,632.

Council Member Moore asked if the marina and recreation numbers are reflected in these figures. Mr. Tillery responded no, that most revenue is made from the golf courses and the campground. Marina and recreation fees are the next highest revenue.

Council Member Hudson asked if the rowing club events were included in the figures. Mr. Tillery stated yes, but he did not have the exact figures and would send those figures to the Council.

Council Member Ewing stated there have been discussions in the past regarding parks in the North part of town specifically Gibson Park. Mr. Tillery stated Gibson Park has a lot of potential and is in a great location but there has been no discussion regarding the future of the park. Council Member Ewing asked if there is an opportunity to expand University Park? Mr. Tillery, stated there has been no discussion at this time to expand the park.

Council Member Golden asked what are the plans for Eastwood Park shelter? Mr. Tillery stated the goal is to meet with the neighborhood to get their input on what they want as far as renovations. Council Member Golden asked if internet is provided at the Recreation Centers. Mr. Tillery stated internet is provided at all Recreation Centers. Mr. Golden asked with the current difficulty of recruiting personnel in the summer for Parks and Recreation and with the Stadium Project underway, what steps are being taken to recruit high school and college age students as well as others? Randy Hemann, Assistant City Manager, stated there has been a meeting with Lillian Plummer, Executive of Workforce Development, as well as some collaboration with Mike McNair and Michelle McNair to discuss partnerships utilizing neighborhood citizens to help recruit students as well as encourage people to apply for the jobs.

Council Member Hudson asked if there are future plans to connect Greenways with Blueways. Mr. Tillery replied, there has been no discussions regarding Blueways, but there are some opportunities especially with City Lake to have those conversations. Council Member Hudson asked if there are opportunities for future Amphitheaters? Mr. Tillery stated there is community desire and need for them which has resulted in discussions regarding them being a part of future park renovations. Council Member Hudson stated he has received several calls from citizens concerning a section of Greenway on East Farris that is closed in with fencing, in which there is a concern regarding emergency vehicle accessibility. Mr. Tillery stated he would confirm with Barry Kitley regarding future plans of a wide gate being installed near what use to be Panther Drive for emergency vehicles.

Mr. Marshall Newsome, Chair of the Parks and Recreation Commission, reminded City Council that this is just a Master Plan, the Parks and Recreation Department will need to make sure things listed in the plan get implemented. He noted the Majority of the Commission supports this plan, it has been vetted through the Community, and the Commission looks forward to proceeding forward.

The Mayor and City Council Members thanked the staff of the Parks and Recreation Department as well as Mr. Newsome for his tenure on the Parks and Recreation Commission.

At this time, Randy McCaslin, Deputy City Manager, informed the Mayor a Closed Session was needed for Attorney Client Privilege.

Mayer Wagner requested a motion for a Closed Session. At 5:03 p.m. Council Member Moore made a motion to go into Closed Session pursuant of North Carolina General Statue §143-318(a)(3) for attorney-client privilege. Council Member Hudson seconded the motion which carried by a 9-0 unanimous vote.

At 5:17 p.m., upon motion by Council Member Moore and second by Council Member Peters, Council reconvened into Open Session. Motion carried unanimously with a 9-0 vote.

Mayor Wagner reported there would be no action taken as a result of the Closed Session.

Adjournment

There being no further business to come before Council, the meeting adjourned at 5:17 p.m. upon motion made and duly seconded.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

*Sandra Keeney
Deputy City Clerk*

CITY OF HIGH POINT

AGENDA ITEM



Title: Downtown Mixed Use Project – Phase 1
Hazen and Sawyer
Catalyst Project – N. Elm St.
Change Order 1

From: Terry Houk – Public Services Director
Derrick Boone – Public Services Asst. Director
Robby Stone – Public Services Asst. Director

Meeting Date: December 17, 2018

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Change Order Document

PURPOSE:

To approve Change Order No. 1 to the Hazen and Sawyer contract (purchase order 94352) for providing additional support and consultant coordination for water, sewer and stormwater improvements on N. Elm Street adjacent to the Catalyst project.

BACKGROUND:

On February 5, 2018, City Council awarded a contract to Garney Company, Inc. as the Construction Manager at Risk (CMAR) to provide support to the Public Service Department in upgrading and/or replacing infrastructure that would be impacted by the Catalyst Project. A contract was awarded to Hazen and Sawyer for the amount of \$55,000 to provide support and consultant coordination during the project. The Public Services Department is now requesting approval of Change Order 1 for the amount of \$89,000 to provide additional support and coordination during the water, sewer and stormwater improvements on Elm Street.

BUDGET IMPACT:

Funds for this change order are available in the FY 2018-19 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order 1 to Hazen and Sawyer in the amount of \$89,000.00 and authorize the appropriate city official to execute all necessary documentation.



Hazen and Sawyer
629 Green Valley Road, Suite 200
Greensboro, NC 27408

August 6, 2018

Mr. Terry Houk
Public Services Director
211 S. Hamilton Street
High Point, NC 27261

Re: Downtown Mixed Use Project – Phase 1
Change Order #1 for CMAR Support and Consultant Coordination
City of High Point, NC

Dear Mr. Houk:

The enclosed change order includes the additional cost to provide out of scope services for the Mixed-Use Development utilities improvement project around the new stadium. The following items are considered additional work to complete the final design.

Additional items include:

- Conducting Bi-Weekly Stakeholder Progress Meetings will be extended for additional 4 months.
- Coordination of the Streetscape design on Elm Street for the three utility consultants
- Additional CMAR Contract support on the second GMP and change order including bidding services, change order preparation, review and cost estimating.

The items above will be completed for a Not to Exceed total of \$89,000.

Very truly yours,
Hazen and Sawyer

A handwritten signature in black ink, appearing to read "Alan L. Stone".

Alan L. Stone, PE
Vice President

Enclosure

cc:

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –408 Steele St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 12/17/18

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 408 Steele St.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 7/25/18. No action occurred by the compliance date of 8/27/18. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

408 Steele St.

OWNER:

Gate City Capital Development LLC

**REASON FOR
INSPECTION:**

Received complaint from citizen about condition of property

**FIRST
INSPECTION:**
4/2/18

Summary of Major Violations
1. Repair and/or replace plumbing fixtures
2. Repair or replace damaged floor joists
3. Repair or replace roof covering
4. Repair or replace damaged wall & ceiling covering throughout
5. Repair or replace floor covering throughout

HEARING
4/26/18

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:**
7/25/18

Order to Repair or Demolish
Date of Compliance 8/27/18

APPEALS:

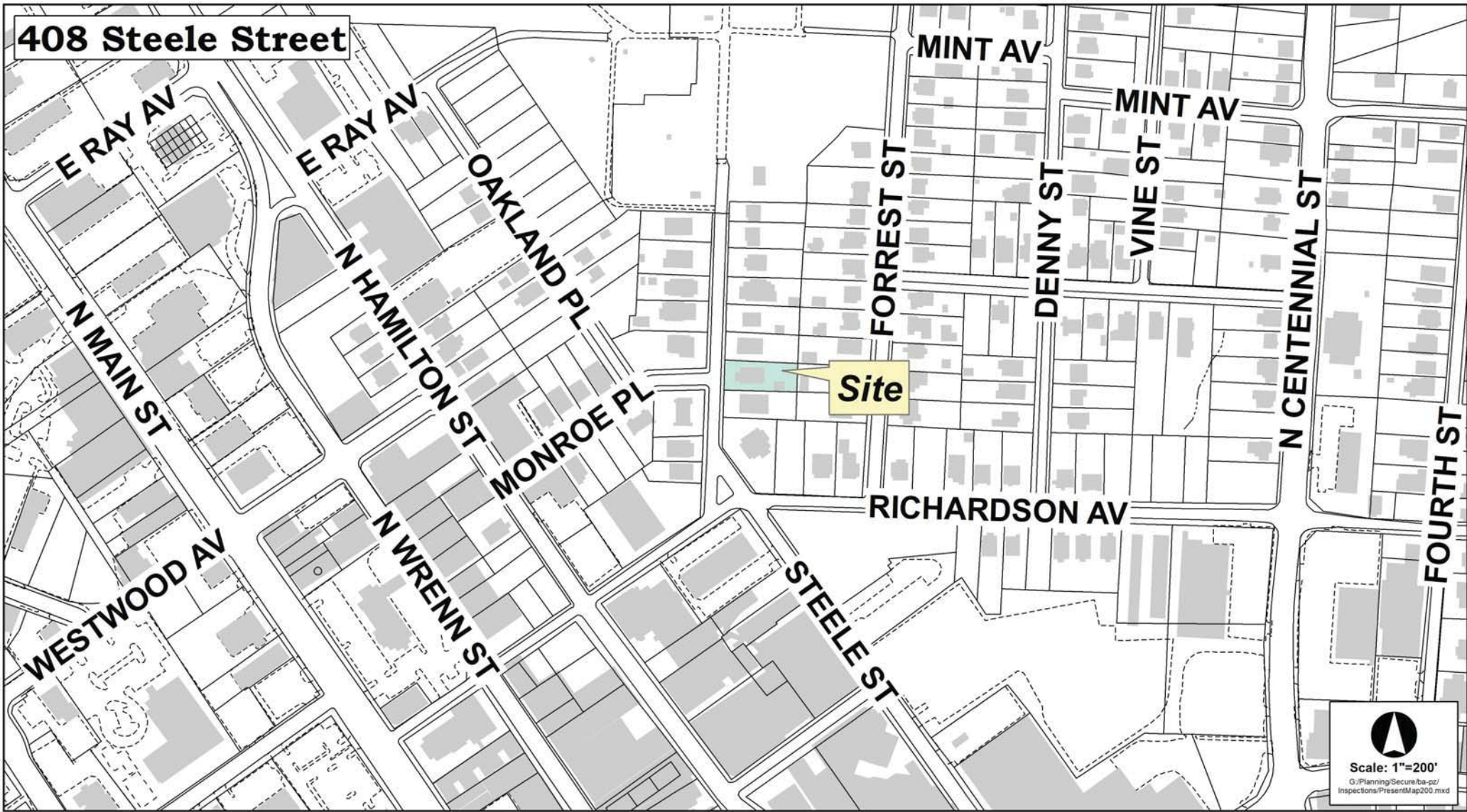
No appeals to date.

**OWNER
ACTIONS:**

The owner contacted the inspector on 8/17/18 stating they have begun repairs and obtained a permit. The inspector checked and no permits had been issued. He followed up with Ms. Asad and advised her that no permits had been issued, which she stated she was waiting for the City to come out and tell her what she needs to do. The inspector let her know that is her contractor's responsibility not the City's and also reminded her that the Order to Repair or Demolish had expired. He also let her know that the next step would be to take the property before City Council if work didn't progress. A Permit was applied for and issued on 9/4/18 – RC-18-0404. As of 12/6/18 no inspections have been requested or performed for this permit. The inspector has noted that a dumpster has been on the property.

ADDITIONAL:

Property taxes in the amount of \$851 are due.



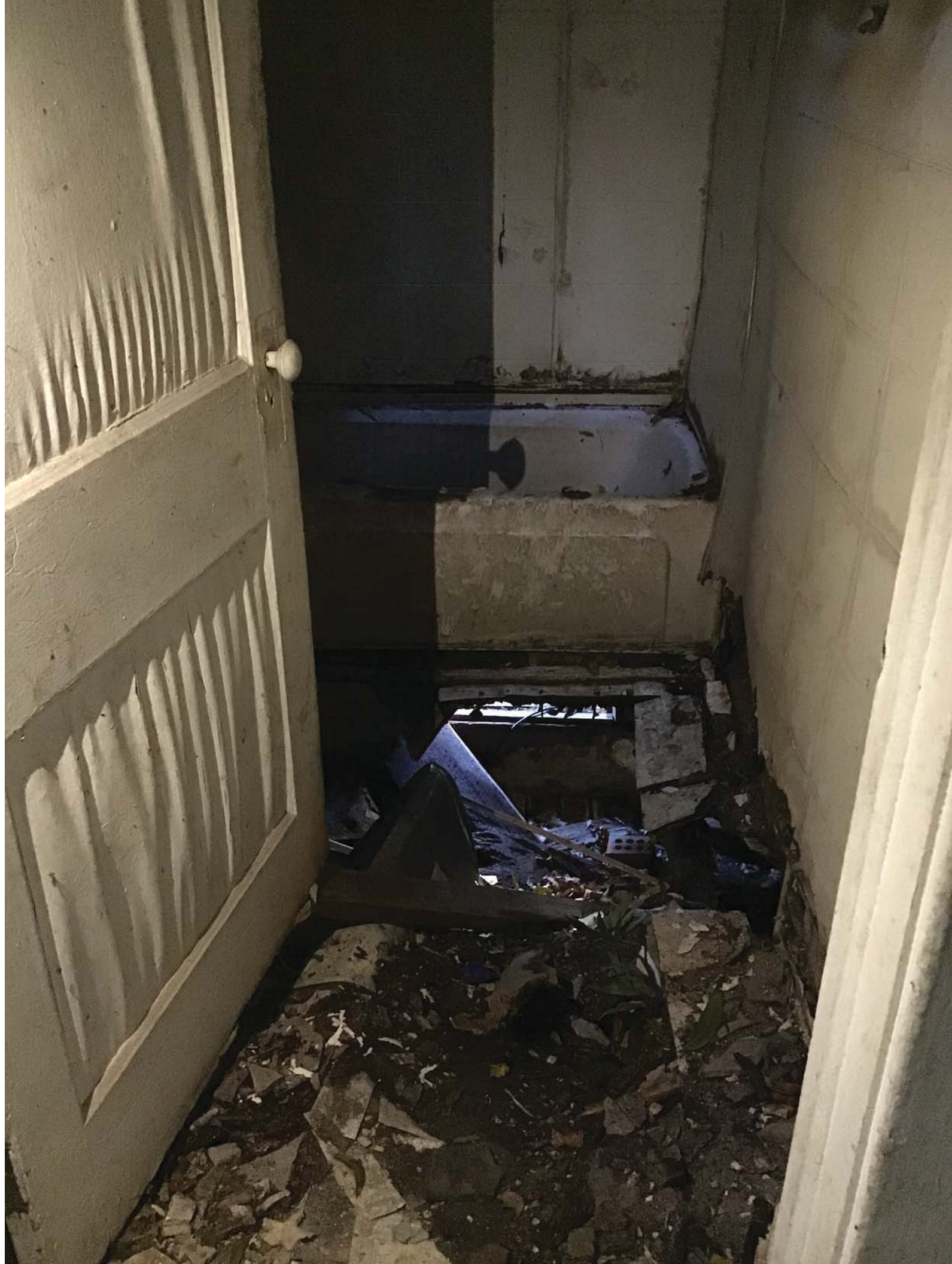


















**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
DECEMBER 3, 2018 – 5:30 P.M**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m.

*Upon call of the roll, the following Council Members were **Present (9)**:*

Mayor Jay W. Wagner, Mayor Pro Tem Christopher Williams (Ward 2); Council Member Britt Moore (At Large), Council Member Donald Scarborough (At Large), Council Member Jeffrey Golden (Ward 1), Council Member Monica Peters (Ward 3), Council Member Wesley Hudson (Ward 4), Council Member Victor Jones (Ward 5), and Council Member Jason Ewing (Ward 6)

Mayor Wagner called for a Moment of Silence. The Pledge of Allegiance followed.

RECOGNITIONS AND PRESENTATIONS

2018-470 Proclamation - 400 Years of African American History

Members of the Commemoration Committee for 400 Years of African American History will be here to receive a proclamation from Mayor Wagner proclaiming 2019 as “400 Years of African-American History in High Point, North Carolina.”

Mayor Wagner read the Proclamation into the record commemorating 400 Years of African-American History and proclaimed 2019 as "400 Years of African-American History in High Point, North Carolina." Angela Roberson accepted the Proclamation on behalf of the members of the Commemoration Committee.

[photo opportunity followed]
[applause] [standing ovation]

STRATEGIC PLAN UPDATE

2018-472 Strategic Plan Update

Council will receive an update on the Strategic Plan from Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee and Council Member Jason Ewing, Chair of the Prosperity & Livability Committee.

Blight Reduction

Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development & Public Safety Committee provided an update on some numbers as they relate to the Code Enforcement. He then shared numbers for the November 2018 activities as follows:

Minimum Housing Complaints	28
Active Minimum Housing Cases	299
Active Backlog Cases (270 originally)	1
City Demolished Houses	0
Public Nuisance Complaints	22
Active Public Nuisance Cases	124
City Abated Public Nuisance Cases	30
Owner Abated Public Nuisance Cases	27
Zoning Complaints (vehicles, signs, etc...)	10
Active Zoning Cases	100
Signs Collected	115

Mike McNair, Director of Community Development and Housing, , Local Codes Enforcement Supervisor, shared some before and after photographs of public nuisances and abatements that were completed, as well as some success stories.

Connect HP

Council Member Jason Ewing, Chairman of the Prosperity & Livability Committee, reported that the Young Professional's Summit that was held last week was very successful with breakout sessions and a lot of networking for the 100+ attendees.

PUBLIC COMMENT PERIOD

2018-419 PUBLIC COMMENT PERIOD

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda.

- Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- Persons addressing City Council are asked to limit their comments to 3 minutes.
- Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

The following persons were recognized and spoke during the Public Comment Period.

Phyllis Bridges, a resident at 115 Parkview Terrace Lane in Jamestown and one of three executive board members for the 400 Years of African-American History Committee, addressed Council and recognized the members who were present in the audience.

On behalf of the committee, she requested two things of the City of High Point for this special occasion.

1. To have someone from the City Council to attend their inaugural celebration for this year-long celebration which will be a Watchnight Service on December 31st starting at 9:00 p.m. at Mt. Zion Baptist Church on Washington Street.
2. To ask the City to commit some time during the next year to a project or an event in honor and in recognition of the rich African-American history here in High Point.

Marshall Newsome, a resident at 1217 Turney Court in High Point, and Chairman of the High Point Parks & Recreation Commission addressed Council in support of the Parks & Recreation Master Plan. He provided some highlights of the Parks and Recreation Master Plan and explained that the Master Plan is an assessment of what the City currently has in place and what is needed as far as parks and recreation is concerned. The process used for the Master Plan was a combination of citizen input, as well as a comparison of comparable sized cities from around the State and outside the State as well and answers the following three questions:

1. Where is High Point?
2. How does High Point relate with other entities?
3. What does High Point need to do in order to maintain current status?

The Master Plan was vetted and approved by the Parks & Recreation Commission and they would like to see the following notable highlights addressed in the Master Plan.

1. The completion of Westchester Park.
2. The completion of the Miracle League Field.
3. More greenways.
4. The completion of a new Senior Center.

Steve Greig, a resident of 4024 Stillbrook Lane, High Point, addressed Council regarding street lights in the Olde Eden Estates neighborhood. He advised he was present tonight on behalf of the Olde Eden Estates Homeowner's Association of which his wife, Candace, serves as the volunteer president. He advised that the neighbors are dissatisfied with the LED street lights that are replacing the incandescent lights because the LED lights have a much brighter, kind of a harsher cast of color. Mr. Greig shared that he did have a conversation with the Electric Department and emailed Garey Edwards, Director of Electric Utilities regarding their street light concerns in October, but later realized he had an incorrect email address so no response was ever received. He believes there are other products on the market that could be a good compromise. For the record, he submitted his original email that he thought he sent in October, as well as an email from Sue Haire to Mr. Greig dated Monday, December 3, 2018 at 10:27 a.m.

Mayor Wagner asked Mr. Greig to provide his contact information to the City Clerk and asked Deputy City Manager Randy McCaslin to follow-up with Mr. Greig. Council Member Jones added that he has also had some conversations with Mr. McCaslin about the original replacement bulbs and thought there might be other options that could be used for the replacement bulbs.

Mayor Wagner asked if there was anyone else present who would like to speak during the Public Comment Period. There being no further comments, he declared the Public Comment Period closed.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member Moore, Chair
Committee Members: Moore, Hudson, Jones, and Ewing.

2018-474 Municipal Agreement with NCDOT for Federal Congestion Mitigation Air Quality (CMAQ) Funds

Council is requested to approve an agreement with the North Carolina Department of Transportation (NCDOT) for CMAQ funding to construct various sidewalk and transit improvements within city limits. The city is responsible for \$391,020 (20%) of the total cost of the project.

Mark McDonald, Director of Transportation, advised this is a municipal agreement with the North Carolina Department of Transportation (NCDOT) for Congestion Mitigation and Air Quality (CMAQ) funds which is used for projects that are intended to improve air quality and reduce congestion. The project that the City has funded is for the construction of sidewalks at the following six locations in High Point.

1. James Road.
2. Eastchester Drive between Hickswood and Ramsey.
3. N. Main Street between south of Dayton to Old Winston Road.
4. Eastchester Drive between Main Street and Johnson Street.
5. Fairfield Road between Brentwood and Plaza.
6. Eastchester Drive between Hartley and Centennial.

The cost of this project to NCDOT is \$1,564,080, which is 80% of the total project cost. The City of High Point will be responsible for 20% of the total cost of the project (\$391,020). Mr. McDonald further advised that two of these are transit-related projects and three of these came directly off the list of projects that the Transportation Department put together for Council's consideration several years ago and were prioritized based on that.

Approved an agreement with the North Carolina Department of Transportation (NCDOT) for CMAQ funding to construct various sidewalk and transit improvements within the city limits.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this agreement be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-475 Budget Amendment - CMAQ Sidewalk and Transit Improvement Project

Council is requested to approve a budget amendment to recognize grant funds in the amount of \$391,020.00 for the North Carolina Department of Transportation (NCDOT) Congestion Mitigation Air Quality (CMAQ) grant funds to be used for sidewalk and transit improvements.

Eric Olmedo, Budget and Administrative Director, explained this is the corresponding budget amendment for the CMAQ grant funds that were approved previously. He pointed out that although the total of the project was \$1.56 million, this budget amendment is for a lesser amount, \$1,366,480 because a budget amendment in the amount of \$197,600 was previously approved in March for the James Road portion.

Adopted an Ordinance amending the FY 2018-2019 Budget to recognize receipt of grant funds in the amount of \$391,020.00 for the North Carolina Department (NCDOT) Congestion Mitigation Air Quality (CMAQ) grant funds to be used for sidewalk and transit improvements.

A motion was made by Council Member Moore, seconded by Council Member Peters, that this ordinance amending the budget be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

**Ordinance No. 7473/18-102
Ordinance Book Volume XX, Page 102
Introduced 12/3/2018; Adopted 12/3/2018**

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE -

Council Member Golden, Chair

Committee Members: Golden, Williams, Peters, and Scarborough

2018-476 2nd Public Hearing - Resolution HUD Section 108 Loan Application - Wynnefield Properties

Monday, December 3rd at 5:30pm is the date and time established for a second public hearing authorizing staff to prepare a Section 108 loan application for HUD approval for Wynnefield Properties to construct the Avondale Trace Apartments. Council is requested to approve the following actions: (1 Resolution approving the Section 108 Application for Avondale Trace Apartments (2 Approve the amendment to the 2018-2019 Annual Action Plan and 2015-19 Consolidated Plan and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Chairman Golden opened the public hearing and asked staff to come forward.

Mike McNair, Director of Community Development and Housing, advised that the City is eligible to apply for these funds with HUD because of the CDBG allocation and staff is seeking to reprogram the commitment that was made to Wynnefield for construction of the Avondale Trace Apartments with another funding source. Staff has completed the citizen participation requirements and opened it up for the 30-day comment period, which no comments were received except for a comment from someone who said they didn't have a comment. Approval of the Section 108 Application also constitutes an Amendment to the 2015-2019 Consolidated Plan and an Amendment to the 2018-2019 Annual Action Plan as well.

Following staff's brief presentation, Chairman Golden asked if there was anyone else present who would like to speak. There being no further comments, the public hearing was closed.

Adopted the Resolution approving the Section 108 Application for the Avondale Trace Apartments; Approved the amendment to the 2018-2019 Annual Action Plan and the 2015-2019 Consolidated Plan; and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Golden, seconded by Council Member Moore, that this matter be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

**Resolution No. 1808/18-71
Resolution Book, Volume XX, Page 71
Introduced 12/3/2018; Adopted 12/3/2018**

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, Chair
Committee Members Williams, Jones, Moore, and Scarborough

2018-477 City Transfer and Storage Company Historic Marker

Request for approval of a historic marker to recognize the early location of City Transfer and Storage Company in the southern right-of-way of the 100 block of W. High Avenue.

Dave Fencl with the Planning and Development Department advised a request for a historic marker was received by City Transfer and Storage Company and the Southwest Renewal Foundation to place a historic marker recognizing the early location of City Transfer and Storage Company in the southern right-of-way in the 100 block of W. High Avenue. This will be the fifth such request under the City's new Historic Marker Policy. Staff is recommending approval. The Historic Preservation Commission considered this request at their November 14th meeting and recommended approval as well.

Council Member Moore took an opportunity to thank the Lassiters and shared that High Point has many great families, family traditions, and family companies that are pillars in the

High Point community. Council Member Peters expressed appreciation to the Southwest Renewal Foundation for their continued commitment in improving High Point.

Mayor Wagner recognized Bart Lassiter who was present in the audience and Mr. Lassiter was given an opportunity share a few words. He expressed appreciation for the City Council's support for approval of the marker.

Approved a historic marker to recognize the early location of City Transfer and Storage Company in the southern right-of-way of the 100 block of W. High Avenue.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Golden, that this matter be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

PUBLIC HEARINGS

2018-478 Resolution - Amada North America, Inc. - Street Abandonment 18-02

A request by Amada North America, Inc. to abandon the Executive Drive right-of-way, which lies along the west side of Penny Road, approximately 820 feet north of Premier Drive.

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings. Amada North America, Inc. submitted a request to abandon the Executive Drive right-of-way which is located in the northern portion of the City, west of NC 68, along the west side of Penny Road. In anticipation of the construction of a 230,000 square foot facility, Amada North America is requesting abandonment of the right-of-way to allow for building placement associated with their manufacturing facility.

Mr. Shannon shared some photographs of the area and advised that the abandonment of this right-of-way would not deprive any of the abutting property owners with access to their property. This request was reviewed by the Technical Review Committee and no issues were identified with the abandonment; however, there are various public and private utility services in the right-of-way which would require reservation of the following easements.

- *Stormwater easement;*
- *Water easement;*
- *Electrical utility easement;*
- *NorthState Communication easement.*

The Planning & Zoning Commission reviewed the request at their November public hearing and also recommended approval of the abandonment by a 5-0 vote.

Following staff's presentation, Chairman Williams opened the public hearing and asked if there was anyone present who would like to speak in support of or in opposition to this request. There being no further comments, the public hearing was declared closed.

Adopted a Resolution approving Street Abandonment 18-02 to abandon the Executive Drive right-of-way, which lies along the west side of Penny Road, approximately 820 feet north of Premier Drive.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that this Resolution be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Resolution No. 1809/18-72

Resolution Book, Volume XX, Page 72

Introduced 12/3/2018; Adopted 12/3/2018

2018-479 Ordinance - High Point City Council - Zoning Map Amendment 18-20

A request by the High Point City Council to rezone approximately 4.8 acres from the Transitional Office (TO) District, Residential Multifamily-26 (RM-26) District, Office Institutional (OI) District, and a Conditional Use Office Institutional (CU-OI) District to the Main Street District - Sub District B (MS-B). The site is lying along the east side of N. Hamilton Street, between E. Ray Avenue and Montlieu Avenue, and includes the corner parcel along the north side of Montlieu Avenue.

The public hearing for this matter was held on Monday, December 3, 2018 at 5:30 p.m.

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

This is a Zoning Map Amendment that was initiated by the City Council to rezone approximately 4.8-acres to the Main Street District- Sub District B to facilitate redevelopment of various civic and municipal uses. The site is located along the east side of N. Hamilton Street extending up to Montlieu Avenue. Mr. Shannon noted there is a mixture of zoning in this area including Transitional Office, Office Institutional, Conditional Use Office Institutional, and Residential Multi Family-26.

The rezoning was initiated to facilitate redevelopment of this area and the proposed Main Street Sub District B will facilitate the redevelopment as it is located within the N. Main Mixed-Use Corridor and is designated by the Core City Plan. Additionally, the proposed Main Street District was established to encourage compact and walkable pedestrian-oriented type development.

Mr. Shannon advised that the MS District is currently on the opposite site of N. Hamilton Street, so it is not a situation where new zoning types are being introduced. The Planning and Development Department recommends approval of the request and the Planning & Zoning Commission reviewed the request at their November meeting. They are also recommending approval and stated that the request is consistent because the Core City Plan identifies the site as being within the North Main Mixed-Use Corridor and adopted policy

guidance supports the development of public spaces in prominent areas. Additionally, the Planning & Zoning Commission stated that a Main Street Sub District B District is on the opposite side or abuts the site and applies to other nearby properties.

Following the presentation by staff, Chairman Williams opened the public hearing and asked if there was anyone present who would like to comment.

Barry Kitley, 4114 Ponce DeLeon Drive in High Point, NC expressed support for the rezoning.

There being no further comments, the public hearing was declared closed.

Adopted an Ordinance approving Zoning Map Amendment 18-20 to rezone approximately 4.8 acres from the Transitional Office (TO) District, Residential Multifamily-26 (RM-26) District, Office Institutional (OI) District, and a Conditional Use Office Institutional (CU-OI) District to the Main Street District- Sub District B (MS-B) based on consistency with the City's adopted plans, and that the action taken is reasonable and in the public interest based on the statements as outlined in the staff report.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Peters, that this Ordinance be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Ordinance No. 7474/18-103

Ordinance Book, Volume XX, Page 103

Introduced 12/3/2018; Adopted 12/3/2018

2018-480 Ordinance - Nido & Mariana Qubein Children's Museum - Zoning Map Amendment 18-21

A request by the Nido & Mariana Qubein Children's Museum to rezone an approximate 0.17-acre parcel from the Single Family Residential-5 (R-5) District to a Conditional Zoning Office Institutional (CZ-OI) District. The site is lying along the south side of Montlieu Avenue, approximately 300 feet east of N. Hamilton Street.

The public hearing for this matter was held on Monday, December 3, 2018 at 5:30 p.m.

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Shannon explained that this case is associated with the request previously reviewed by Council. Nido and Mariana Qubein Children's Museum is requesting this 0.17-acre parcel that directly abuts the previous request along Montlieu Avenue be rezoned to the Conditional Zoning Office Institutional District. The primary purpose of the request is to have a parking lot that will be associated with the adjacent Museum property and the applicant has included

a Conditional Zoning Ordinance in which they have restricted use of the property to either a surface commercial parking lot or a single-family dwelling.

Mr. Shannon advised a key point to consider in this matter is that this is in a residential neighborhood. The site is lying at the northern edge of a N. Main Street Mixed Use Corridor. Encroachment of non-residential uses into this neighborhood is not desirable as it may facilitate decline of housing. To ensure compatibility, the applicant has noted it will be either a surface parking lot or a single-family dwelling to ensure compatibility with the abutting residential neighborhood. Mr. Shannon pointed out that a commercial parking lot would add some spatial separation from the abutting residential neighborhood to any redevelopment on this corner. Because it is a parking lot abutting a residential zoning district, the Development Ordinance requires a Type B landscaping planting yard to protect the adjacent single-family dwelling.

The Planning and Development Department recommends approval of the request to rezone this parcel to the Conditional Zoning OI District with the conditions offered by the applicant. The Planning & Zoning Commission reviewed this request at their November public hearing and they also recommended approval by a vote of 5-0. The Planning & Zoning Commission determined that the request is consistent because limiting the allowable uses in conjunction with the standards of the Development Ordinance will protect the adjacent residents. The Commission also stated that the request is reasonable because the proposed district provides a transition between more intense developments to the east and west.

At this time, Mr. Shannon entertained any questions of staff. Council Member Scarborough asked if the Guilford County EMS would be moving to another location. Mr. Shannon replied it would remain on the site and explained that staff recommended this corner be included so all four properties at the intersection are governed by the same zoning standard.

At this time, Chairman Williams asked if there were any additional questions. There being none, he opened the public hearing and asked the applicant to come forward.

***Barry Kitley**, 4114 Ponce DeLeon Drive, spoke in favor of the request on behalf of the Children's Museum Board.*

Chairman Williams expressed excitement for the project and noted there are many residents in the area that are also excited.

Chairman Williams asked if there was anyone else present who would like to offer further comment. There being none, the public hearing was closed.

Adopted an Ordinance approving Zoning Map Amendment 18-21 to rezone an approximate 0.17-acre parcel from the Single Family Residential-5 (R-5) District to a Conditional Zoning Office Institutional (CZ-OI) District based on consistency with the City's adopted plans and that the action is reasonable and in the public interest for the reasons as outlined in the staff report.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Peters, that this Ordinance be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Ordinance No. 7475/18-104

Ordinance Book Volume XX, Page 104

Introduced 12/3/2018; Adopted 12/3/2018

2018-481 Faulk & Foster - Special Use 18-04

A request by Faulk & Foster, representing Verizon Communication, Inc, to permit a major wireless telecommunication facility. The site is approximately 8.7 acres and lying along the south side of Skeet Club Road, approximately 800 feet east of Braddock Road (1520 Skeet Club Road).

The public hearing was held on Monday, December 3, 2018 at 5:30 p.m.

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Transcript

Herb Shannon: *This is a Special Use Permit. It's a quasi-judicial proceeding, so any person that is going to speak would need to be sworn in first.*

[oaths administered by the city clerk]

This request may seem familiar. I believe you evaluated a similar request on this property earlier this year. You have before you today a Special Use Permit to allow a major wireless telecommunication facility in a Residential Single Family-3 District. This site is located in the northern portion of the city off of Skeet Club Road. If you're familiar with this portion of the city, it's directly south of the Deep River Recreational facility. The applicant is requesting a Special Use Permit to allow a 135-foot tall telecommunication tower on this 8.7-acre residentially zoned property.

The Development Ordinance does permit these types of facilities up to sixty feet in height by right. However, anything taller than that in a residential district is considered a major wireless facility and requires a Special Use Permit review and approval by the City Council.

Included in your packet you do have quite a bit of back-up material. The tower structure is proposed to be installed in a 100-foot by 100-foot special purpose lot area. The overhead projection shows the approximate location of the tower on this property. This is a survey submitted by the applicant. They will access the site from the existing driveway. There's already an existing single-family dwelling on this property. There's an existing gravel driveway and they will use that to access this 100 by 100-foot area special purpose lot where the tower is proposed to be located.

This is a blow-up of the area. You have the 100 by 100-foot special purpose lot. In the middle of that there's going to be a square, fenced-in area and outside of that there will be landscaping. That area that's highlighted in yellow is the Fall Zone. That is the anticipated area that the tower will fall in the event of failure.

This is an elevation of the proposed tower as required by the Development Ordinance. They do have additional antennae array for co-locations. If any of those antennae are available, that will be the prime location of any other wireless communication facility would seek to use before looking to develop any additional towers.

As I previously noted, you've seen this case before and you may be asking what is the difference. We've included this in your packet. First, the previous request was for a 145-foot tall tower. They've reduced it by ten feet.

Secondly, the tower was designed previously that the Fall Zone would have been 15-feet from the northern property line and would be right on the edge of the eastern property line. If it were to collapse, it would fall right at the property line. The applicant has reengineered this facility so that in an event of a failure it would be 50-feet from the northern property line and in the event of a failure it would be 45-feet from the eastern property line.

They've also changed up the way they are screening the tower. Instead of just having a chain link fence around their compound area, they are now going to have a wooden opaque fence so you can't see through. And as noted on the previous projection, outside of that wood fence they would have landscaping so that all the equipment that's associated with that tower will not be visible.

There is quite a bit of documentation in your packet. I'll just briefly go over that.

- 1. There's a Special Use Permit.*
- 2. An Ordinance of Compliance Statement from the applicant.*
- 3. Site Plan packet.*
- 4. A Fall Zone letter that was sealed by their engineer stating that in the event of failure, it would fall from that 100-foot special purpose lot.*
- 5. A first right of refusal letter for the City of High Point (installation of City antenna array).*
- 6. Citizens Information Meeting Report.*
- 7. S&ME, Inc./Geotechnical Exploration Report (cover letter sealed by Engineer). As you recall, the last time there were questions about the soil and the presenter noted that they did a report but didn't have it with them. Included in your documentation is that sealed engineer report stating that the soil is suitable for this proposed structure.*
- 8. Property Impact Study for Cell Tower, sealed by Michael Berkowitz, NC Certified General Real Estate Appraiser. They've also included this new item, a study from an appraisal documenting no impact to adjacent property owners.*
- 9. Balloon Test/Photo Simulation of proposed tower, noting how the tower would look.*
- 10. Map of Radio Frequency depicting current lack of coverage and coverage with proposed tower and documenting the need for this facility.*

Key points to note from the staff report. As far as it will not **Endanger the Public Health and Safety**, the ordinance states that a tower should not exceed 200 feet; this tower is 135 feet. And they have included the letter from their engineer as to the Fall Zone.

As far as **Compliance with all Standards**, staff has reviewed the packet and the Special Use Permit in term of the request meets or exceeds all standards of the ordinance, except they have not provided their FAA letter and that's the letter determining that there's no hazard to air aviation. This letter is required so that we can document that they are meeting all standards of the ordinance.

As to **Injury to Abutting Properties**, staff finds no evidence that this facility would injure any abutting property. It's located in a wooded area of this site. There was some discussion previously about why it could not be placed further on the southern portion of the site. Well, in the southern portion of the site you have an existing stream and stream buffer and there's an existing telephone easement in that area. Furthermore, the further south you go on the site you get into the Watershed Critical area, which means you're going to have to do more watershed impacts if you start grading in that area. Finally, this is the high point of the site. As you go further south, it goes lower. So, the further south on the site you go, the tower gets taller. It has to be at least 20 feet higher to be at the same mean elevation. Thus, that's why they placed the tower at this portion of the site.

Based upon the conditions in the attached Special Use Permit and based on the Preliminary Findings of Fact, staff finds that the request will be **Compatible with the Surrounding Zoning and in Harmony with the Area**.

Subject to the submittal of the **Determination of No Hazard letter**, staff would recommend approval of the request. We do not have that letter at this time, so until such time as that letter is provided, we are recommending the request be continued.

Before you turn this over to the applicant, just to note, this is a simulation that the applicant provided--the balloon test. This is from the rear of the property behind the church and this is how the tower will look from the rear of the property. This is how it will look from their one entrance from Skeet Club Road and this is how it would look from the other entrance. As you can see, this is in a wooded portion of the site and even from the rear of the abutting church with the conditions for the compound area to be screened with a wood fence and landscaping and you will not be able to see any equipment on the ground.

That is a brief summary of the request from staff. Are there any questions at this time?

Chairman Williams: Thank you, Mr. Shannon. I will now open up the public hearing portion and hear from the applicant if you have anything you want to add.

Jim LaPann: Good evening. My name is Jim LaPann. As Herb said this application has been here, but I have not been here. This is my first time to be here. At the last meeting, unfortunately there was a death in my family and I was unable to be here. We didn't do a very good job last time and I take a lot of the responsibility for that. We had a hard time before the last meeting to get together with the church and have meaningful dialogue. As I'm sure you'll recall, there were members of the church here and they were concerned about their children in their daycare, concerned about the quality of the soils where they would be

building this, concerned about how it was going to look and what effect it would have on their property. We have all the answers this evening and I think they are very, very positive.

One of the important things to hear is that this tower is very much needed. I don't know how to put the radio frequency map on the overhead. Thank you. My wish is your command. There is like a black spot like in the center of that and that is where the proposed tower would be. You see around the other.....there are like starbursts around. There are red, yellow, and light green around those other areas where there are towers. That's the excellent service and high quality coverage that we want to provide. As you can see from this, if you were to be traveling from the lower portion of this to the tower that's existing in the middle of the left-hand side of that photo, there's a lot of open territory there. There's a lot of area.....it's like a blue, and that's where there's no coverage. It's very unsafe for anybody who lives there or who travels through there. As it is, the owners of the property where this tower would go, Mr. and Mrs. Patton have indicated that they themselves cannot do away with having a landline because right there on the property they can't be sure if they were to need emergency services they could get it. So, I would ask you to go to the after photo. There you see.....there's a lot less of that open blue area between the proposed site now and the one in the middle of the left-hand side. That green area, the light green, the yellow, that is not only excellent coverage, but it's also safety for anybody there who needs to call a first responder. The Federal Communications Commission has indicated that approximately 70% of all 911 calls come from cell phones and that's why this proposal and this approval is very, very important to the people in that area. Everybody needs that.

Secondly, we made a lot of changes. One of the great things that happened was we had an opportunity to meet with the owner of the property, Verizon Wireless, and the people from the church--all together on site. We walked the site back and forth and all around. Although in the beginning the church was looking for 100-foot change and this and that, we kept saying to them this isn't going to work. But it was not until we got on site and everybody was there together that we could just look around and say, hey, there's the house right there and there's the other side of the property. It looks big, but it really isn't all that much space. So, what we did is we came to a movement of the tower. It's going to be farther away from the daycare and everything. So, we agreed on that. Farther back away from Skeet Club Road. We closed down the area it would fall in to increase the safety. We added the landscaping and the solid wood fence to really improve the fact that you're not going to be able to see the interior of that. We lowered down the height so it's less observant, or it's less visible.

I'm going to have a couple of people to come up that are going to address the issues that I can't speak to. I'm not an engineer and I'm not an appraiser. But before we do that, I just want to mention a couple of things. One is the context of this and I won't stay too long here, but the context of Skeet Club Road is this is a major road. Maybe ten or fifteen years ago it wasn't such a big road. It's now being transformed into two lanes in each direction. A lot of heavy wires going up and down Skeet Club Road. It's a big commercial thoroughfare. There aren't stores right there, but there are just down the road. A lot of traffic there. So, there's already a lot of poles and a lot of wires there. So that decreases the impact that our pole would have.

We did have a community meeting. We had one last time. We had discussions with the church this time. I sent out the notices to all the exact same people and had it closer to this area and not one person came. There was no one in that area that had any concerns that

wanted to come and talk to us. I haven't received any telephone calls. I haven't had any.....there haven't been any emergency, dire situations. It's basically a movement...a better spot and a better way and we're very happy to present it here.

One issue before I finish, one issue that I wanted to talk about was the FAA letter. What that FAA letter is that Mr. Shannon referred to is it's a statement. The Federal Aviation Administration does an evaluation based on the location of it, the height of it, and then they determine is this going to be an impact to aircraft flying in that area? Sometimes if it's in an approach zone for an airport, then they have to have lighting and it has to be painted. There are all different kinds of things that can be done. But in this particular case, we were not very far away from where we currently are and the FAA determined there's going to be no impact. We had aviation studies that determined we did not need to register with the FAA. Internally, I'm one contractor in the Verizon world. I'm the zoning guy. I'm the only zoning guy. Everybody else is engineers and engineers are looking at it like it's nine hundredths latitude change and twenty-five hundredths of a second longitude change. It's basically within the margin of error. It's no difference. It's within the FAA margin of error. It's within surveying margin of error. It's basically for all intents and purposes and engineering purposes, it's the same parcel. So, they did not get the renewed request for an application for this to come in. I just learned about this quite recently and there's no question that it's going to be found the same thing-no hazard.

What I'm requesting is a little different than what Mr. Shannon suggested and that is that you make a finding today and we're hoping a positive finding and that you make a condition of the finding that prior to the issuance of a building permit, no I'm sorry, I withdraw that. That within a 90-day period from the date of the receipt of the formal approval, within 90 days, we would have that renewed letter to you and precisely where this is located. So, what **I'm respectfully requesting is that you grant the approval subject to the condition that within 90 days we provide the precise thing No Hazard Determination so that it is in the file. That's my request.**

Now, I don't know if you have any questions for me before I call up two other people to talk about engineering, safety, and valuation impact.

Council Member Scarborough: Are there helicopters in the construction? Because we had a lot going on out there with helicopters and I got phone calls every day about the helicopters.

Jim LaPann: In the project that didn't happen?

Council Member Scarborough: Yes.

Jim LaPann: I'm not aware of that. My understanding is it's a crane. It's not a small thing. No helicopters. No helicopters. Anyone else?

Council Member Ewing: I've got a question, but it's probably more for Herb or the attorney. Without the FAA letter, is it something that we need to just put it in pending until we have that on file? Can we move forward with this pending receipt at a later date?

City Attorney JoAnne Carlyle: *We've had some discussions, Herb, Jim and myself, which is why we went ahead and started the hearing tonight. You guys can go ahead and hear everything tonight, get all the evidence, the sworn testimony and for the record you can go ahead and take a vote on it tonight if you want to. Sort of with the condition of the FAA letter as he mentioned. What I think the cleanest way to do that would be if you wanted, say for example it could go up or down. If you vote in favor of it tonight, it would be contingent upon receipt of the FAA letter and put a closing date on that when it has to be received. I'm thinking your first March meeting is March 4th. So, that would be.....and we would need a date certain to close out. The only caveat with that is if the letter didn't come in, for you to turn it down and reverse your decision to approve tonight. You'd have to come back and have a public hearing, open it back up and vote again at that point in time. The other option is you can continue it after hearing everything and give them a certain period of time, 60 days, 90 days, plenty of time so that we don't wind up having to come back again. Then take the vote at that point in time.*

Jim LaPann: *I can say this, on behalf of the applicant, closing this up this evening is certainly preferable for us. I will have the ear of not only the first level up and the second level up, I will have the ear of the regional manager of all this Verizon real estate and he will make sure that that happens immediately. I can assure you of that. There's no doubt in my mind that by March 4th, is that the date?*

City Attorney JoAnne Carlyle: *I think so. The first meeting in March.*

Jim LaPann: *The first meeting in March, we will absolutely have that. There's no doubt that it will be granted because it's within their margin of error.*

City Attorney JoAnne Carlyle: *Right. And that was certainly your argument as well, that it's not really necessary for a second letter because it's already within that margin. But, you know, that would prevent it from also having to come back to you guys again, depending on the vote as to whether it's favorable or not.*

Mayor Wagner: *From a legal perspective, which of those two options would be your recommendation to Council?*

City Attorney JoAnne Carlyle: *I don't know that I have a preference. To be honest with you, I have sat here and thought about it since the beginning of the meeting. I'm torn between the two.*

Mayor Wagner: *Okay.*

Council Member Moore: *After the first submission for this that did not go through, the whole process had to go back to square one, correct?*

City Attorney JoAnne Carlyle: *It did, and I think it's important to point out for the record that there are no issues of Race Judicata, which would have prevented you from hearing that same case again. The applicant has had substantial changes, which is what's necessary in order for it to come back before you guys anyway. So, we've already gotten over that hurdle and they've brought their A game tonight.*

Council Member Moore: *Okay, somewhere in this after it all gets filtered out, there's a 90-day....currently a 90-day condition on this that may go through. If that fails, then we're back to square one and starting the whole thing over again?*

City Attorney Carlyle: *No, you are not. I mean you re-open the public hearing.*

Council Member Moore: *But they don't have to go back through the application process?*

City Attorney Carlyle: *We can't make it automatically expire. That's what I was sitting here trying to figure out, a different way to skin this cat. We couldn't have you go ahead and vote with that contingent because, then, if it didn't happen, it won't just die on the vine. You have to actually take an action and rescind what you did.*

Mayor Wagner: *Would that require a motion to reconsider and a two-thirds vote at that point?*

City Attorney Carlyle: *Right and opening the public hearing.*

Mayor Wagner: *But, if we waited to vote on it until say the first meeting in March, then we haven't made a decision, it's just been continued.*

City Attorney Carlyle: *Yes, and then you would just take a vote. You would give them time to get their letter, come back and show the evidence that the letter was received and then go ahead and take the vote at that time.*

Mayor Wagner: *And if the letter comes in before that, basically we can put it in pending.*

City Attorney Carlyle: *I recommend that you would keep the hearing open. The hearing would have to remain open for you to bring it back. And, with regards to the reconsideration, perhaps it would not be a motion for reconsideration at that time because what you would be waiting on is whether or not a contingent factor and a vote had actually fulfilled.*

Council Member Moore: *Mr. LaPann, do you know when Verizon-if this is approved, when do they hope to begin and complete installation?*

Jim LaPann: *I'm sorry, I do not know that. I would have to speculate.*

Council Member Golden: *Question. Historically you've done several of these, right?*

Jim LaPann: *Oh, yes.*

Council Member Golden: *How long does it usually take to get this letter?*

Jim LaPann: *I'm not trying to be evasive, but I'm in one section....I work for one section of Verizon and that's the real estate department. The other section is the construction section of Verizon. They have their own world and their own schedule and their own build list. This would be....I don't know if it's on the build list somewhere moving along, whether it hasn't gotten on there. I can say that I don't know. I just don't know how long it would be. I've*

had some where it's been eight months. I've had some where it was 12 months, 16 months sometimes. It just depends on where in the market and there are so many variables that I don't know.

City Attorney Carlyle: *Jim, do you know for certain whether they requested another FAA letter? Because there's a question from your perspective or maybe the other department as to whether it's necessary anyway.*

Jim LaPann: *To clarify that, I called the Regulatory Department of Verizon today that would have ordered it and asked them. You told me that you had ordered it, why didn't you....then you didn't, so what's up? And the answer was what I had said before. Engineering wise, it's basically the same tower. There's no need to get another application. They weren't thinking zoning wise, they were thinking engineering wise and they are 100% right engineering wise, but they never got back to me to say I'm not going to order it, at which time I could have raised the understanding is that, no, you absolutely have to get it. I never was given that opportunity to speak about that or to get it.*

City Attorney Carlyle: *Does Council understand his argument? Okay, I just wanted to make sure that you guys did understand the margin there.*

Council Member Golden: *We keep saying 90 days. Does it have to be 90 days? Or can we pick any amount of time that we want?*

City Attorney Carlyle: *Honestly, we came to that decision. I think we were looking at 60 and to be on the safe side we said let's make it 90 so that we don't have to revisit this.*

Jim LaPann: *The minimum time for this No Hazard Determination....there's a notice that goes out and it's a minimum of a 45-day period. So, I'm thinking even in the best of circumstances, they get thing out and filed within two weeks. We're now at 60 days and where that falls in relation to the meeting schedule, I don't know. So, 60 days is kind of dicey from our standpoint even if they went nuts and did it tomorrow. So, 90 days is more likely that we will.....I'm telling you that we're going to get it. And if I'm going to tell you that, I'm going to make sure that we're going to get it. This is the last time that I hope to be here for Verizon. I'll tell you that. So, if I mess up now then I will be in trouble.*

Council Member Golden: *My thinking was to avoid hearing this at all, we could maybe do it 120 days and it never comes back before us either way. That was my thinking. Is that possible, or do we*

City Attorney Carlyle: *To my knowledge I don't think there's any expiration, is there?*

Planning Director Lee Burnette: *If you continue it, it will have to be continued to a date and time certain.*

Council Member Golden: *Because he obviously, based on which one he prefers, he's trying not to come back before us again.*

City Attorney Carlyle: *So, sometime around the second meeting in April.*

Council Member Golden: *I'm just saying if we did 120 days, it will probably be resolved and we wouldn't have to hear it again.*

Council Member Ewing: *I guess if it's a continuance is there any issue with doing it sooner than what weif we say 120 days and we get it in February because we've already continued it to a certain date. Does that affect any type of notice? Do we have to fulfill that continuance?*

Planning Director Lee Burnette: *If you continued it to February and they had it in January, they can present it to you in February.*

City Attorney Carlyle: *Right.*

Council Member Ewing: *So, that's my question.*

City Attorney Carlyle: *You will already have your notice because it was given for tonight's meeting and you're holding it open.*

Council Member Ewing: *I guess that's my question. Instead of continuing it for a longer period of time and saying that if they get it sooner, we can put it to bed then, we can't. But if we set the time period for 60 days and they don't have it, we can extend the continuance for another 30 days.*

Council Member Golden: *That's if you continue it. What I'm asking....my question was and I guess y'all missed my question. Could we vote on this thing tonight with the contingency that they get the FAA letter and whenever that letter comes in that thing is put to bed and they don't have to come before this body again?*

City Attorney Carlyle: *Yes, because the March meeting deadline that we set, the only purpose that plays is that we needed a cut-off date. We can't let them go on forever waiting on that letter. So, we needed a cut-off date. That's when we check to see whether or not they've got it. If they've got it good, then it never comes back to you again. If they didn't, then it would have to come back to you guys to have a vote to say well you didn't meet the qualifications perhaps.*

Jim LaPann: *You know all these lawyers, they like to delve things down. They don't like this open-ended stuff, you know. I can say that if we got to February 4th, it's the very beginning of February so that just gives us some of December, some of January, so we're real tight on the February meeting. March would be better for us.*

City Attorney Carlyle: *Your two summaries are good summaries of two of your options tonight.*

Council Member Ewing: *Should we hear from the experts?*

City Attorney Carlyle: *Definitely. You want to finish all the evidence tonight.*

Jim LaPann: *Yes, thank you. The three aspects that were asked last time that we didn't have a presentation for were, one, how sure is this Fall Zone and how safe is it going to be to*

protect the children at the playground and then also about the soil conditions. We have submitted the Geotechnical application. It's in the record. So, it's in and now based on that Geotechnical report and the drawings, Avery Fann, who is a licensed engineer is going to speak. Mr. Fann has a tremendous experience in power construction. He worked exclusively in that area and now works with Verizon and also as a structural engineer, he brings a lot of experience to that. I would introduce him to speak about those two issues: the Fall Zone and the Soil Conditions.

Avery Fann: Good evening. So, I've been asked to come and speak to you guys about this specific site. Prior to this evening a Geotechnical boring occurred at the site at the location of the tower, close to the center of the proposed tower. They bored down 50 feet and throughout that boring process samples were taken of the soil. In reviewing the Engineer's Report, they found groundwater at 8.5 feet and then they continued through down to partially weathered rock at 33.5 feet below grade. The recommendations within the Geotechnical Report allow for two different types of foundation systems for the tower.

One, which would be a deep shaft which would go down probably to that partially weathered rock and rest on it, or a shallow foundation that would be about 8 feet below grade.

The soil conditions at this site are very favorable for both designs from a structural standpoint. It will basically come down to a construction, costing exercise at that point to determine which they would like to install. For a point of reference, I pulled a similar site a few miles away from this location, similar monopole structure, and it has a drill shaft that goes down 46 feet. It's also a taller tower so we could expect that drill shaft to be shortened because our loads will be smaller.

From a Fall Zone perspective, these towers are designed not to fail; however, in the unlikely event of a designed wind event, we basically design the structure so that there's a weak point higher up on the structure that will fail before anything else. When this occurs, the shaft will hinge and fall over on itself and land within the compound. It will not fall outside of the lease area. This failure will significantly reduce the exposed area of the structure, thereby mitigating any additional risks.

Chairman Williams: Are there any questions?

Council Member Moore: You mentioned there were two options. One was that the shaft would go 33.5 feet and sit on a rock, the other one was an option of some type of pad that could be as shallow as 8 feet.

Avery Fann: That's right.

Council Member Moore: Then you referenced a similar project not too far away where they used the shaft method and it will all come down to cost. Did they have another option on that project?

Avery Fann: I do not have that information. That's not a Verizon-owned structure.

Chairman Williams: Any other questions? Thank you.

Jim LaPann: *The final area that was raised and we did not have a good answer for last time was putting this.....there are a lot of houses around this, really dense housing. Not right at this site, but all around there is a lot of housing. So, a logical concern that people have is this going to affect my property value. So, we hired a Licensed Appraiser and a very, very experienced gentleman, Michael Berkowitz. He has a tremendous amount of work in this area and he did a thorough evaluation. That written evaluation is also in evidence, but he will now speak to you about that.*

Michael Berkowitz: *Good evening. My name is Michael Berkowitz. I reside at 1100 Sundance Drive, Concord, North Carolina. I was asked to perform an Impact Study of this proposed tower on Skeet Club Road. I researched many towers within the High Point area, many of which are located on industrial/commercial properties which are not considered applicable to this analysis. I did find five towers that I did consider. While they are taller, and they are found on page 22 of my report, I was able to extract data from two of those particulars including the Castle Pines at Hickwood Townhomes, as well as the Meadowcreek West development. That is called a quantitative analysis that is done through a paired sale. Regardless of adjustments for time or other features with respect to these properties, the properties with the highest visual influence of the towers that were adjacent to those properties were not impacted in the sales price of those properties.*

I also considered another property that was there, but it also had high tension transmission power lines included in that, so, therefore, to try to isolate the particular impact of the cell tower is impossible when there's multiple factors contributing to any adjustment. So, therefore, I also looked at the qualitative adjustment. As noted before, the Skeet Club Road is being expanded to a four-lane road. There are also several high powerlines that are also in the area. You also have the commercial node to the east and the transitioning to a transportation corridor in which there are many other influences. If you look at some of the developments along that road, along Skeet Club, and some of the lots that are associated within those subdivisions, there's already a buffer from Skeet Club Road indicating that there is an influence from Skeet Club Road. In the appraisal industry that's defined as multi-collinearity in which there are multiple factors that could influence property values. To attribute it to any one and you can look at some of the pictures that we showed you earlier, with respect to the simulated photographs, you saw poles. To say that that tower is the one that influences value versus the entire....all the lines, all the poles and everything else, that's misleading and contrary to professional appraisal practice.

So, therefore quantitatively and qualitatively I concluded that this proposed tower would not influence property values and adjacent or abutting properties. I also provided examples of cell towers that are developed near institutional properties including Tabernacle Baptist Church as well as Grace Church. In my experience I've seen numerous towers located near or adjacent to institutional properties. Therefore, my conclusion is it's in Harmony with the area and Consistent with development patterns within the High Point area.

I'll be happy to answer any questions you may have.

Chairman Williams: *Any questions? Thank you, sir.*

Michael Berkowitz: Thank you for your time.

Chairman Williams: Is there anyone else to speak for or against this item tonight? On that note, so I guess we've got to make a decision on how we're going to do this.

Council Member Peters: I'll make a motion. Can I make a motion?

Council Member Hudson: And close the hearing?

Chairman Williams: It really depends on what we decide to do as to whether we close it or not. That's the point.

Council Member Peters: Well, I like what Jeff said about doing the 120 days.

Council Member Golden: Are you looking for a motion?

Chairman Williams: Well, if we do it that way then we do close it.

Council Member Ewing: Then, I'll go first and see what the appetite is. I make a MOTION that the Special Use Request 18-04 be continued until our February 18th meeting. That's 75 days.

Mayor Wagner: There's a MOTION. Is there a SECOND?

Council Member Hudson: SECOND.

Mayor Wagner: There's a MOTION and a SECOND for approval. Will you restate your motion just to make sure everyone is clear?

Council Member Ewing: Yeah, so my MOTION is to continue the hearing until February 18th, so February 18th we'll come back and then if we have the letter then we can take a vote and move on. If we don't have the letter, then we can continue it or take a vote and shoot it down because we don't have the letter.

Mayor Wagner: There's a MOTION and a SECOND. Is there any other discussion on this item?

Council Member Ewing: Real quick note to the attorney's point, we won't have to rehear anything that we've already heard by continuing it. It will just be....we'll just accept the letter into the record as evidence.....

Chairman Williams: Before we take the actual vote, we have to close the public hearing, then take the vote.

Council Member Ewing: But we don't have to rehear any of the evidence that we've already heard.

Council Member Jones: *Can we just approve it contingent on getting that letter?*

Council Member Ewing: *But then if we don't get the letter, we've got the process to undo what we've done and it's a lot more difficult.*

Council Member Golden: *My question is....let's say the letter comes in on January 3rd, then they can't move forward, we can't do anything until the February date. Is that correct?*

City Attorney Carlyle: *This is correct. It sounds like that's acceptable to the applicant if that makes any difference.*

Council Member Golden: *If it's acceptable to the applicant.*

Mayor Wagner: *The applicant is nodding.*

Any other discussion on this item? Okay, all those in favor of the MOTION to continue this item, Special Use Case 18-04, as stated in the MOTION please signify by saying Aye.

Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing: *Aye.*

Mayor Wagner: *Is there anyone opposed? [none] Okay, that MOTION PASSES and this matter is CONTINUED TO February 18th.*

[end of transcript]

A motion was made by Council Member Ewing, seconded by Council Member Hudson, that the public hearing for Special Use 18-04 be continued until the February 18, 2019 Council Meeting at 5:30 p.m. anticipating receipt of the FAA Determination of No Hazard letter. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams (Ward 2), Council Member Moore (At-Large); Council Member Scarborough (At-Large); Council Member Golden (Ward 1), Council Member Peters (Ward 3); Council Member Hudson (Ward 4); Council Member Jones (Ward 5); and Council Member Ewing (Ward 6)

2018-482 Ordinance - Dennis Bunker et al. - Annexation 18-06

A request by Dennis Bunker et al. to consider a voluntary non-contiguous annexation of approximately 6.7 acres lying approximately 1,200 east of NC 66 and north of Thomas Street. The property is also known as Forsyth County Tax Parcel 6882-88-2913.00.

The joint public hearing for this matter and the following related matters was held on Monday, December 3, 2018 at 5:30 p.m.

2018-483	Ordinance	Dennis Bunker et al.	Annexation 18-07
2018-484	Resolution	Dennis Bunker et al.	Plan Amendment 18-06
2018-485	Ordinance	Dennis Bunker et al.	Zoning Map Amendment 18-18
2018-486	Ordinance	Dennis Bunker et al.	Zoning Map Amendment 18-19

Herb Shannon, Senior Planner with the Planning and Development Department, advised that staff would provide combined presentations on these matters; however separate votes would be required for each matter. The staff reports will be attached in Legistar as a permanent part of these proceedings.

Mr. Shannon explained that all of these requests pertain to an approximate 73-acre area lying at the western portion of the City's planning area and because the tracts do not touch and are not one continuous piece of land, they had to be submitted as two separate annexation cases.

Annexation 18-06 is for a 6.7-acre parcel and Annexation 18-07 is for a 7.9-acre parcel. The applicant is requesting annexation of these parcels in order to develop a mixed residential development consisting of 600 units. There have been several annexations in this area since 2007 including an annexation in 2014 of 130 acres to the north of Highway NC 66 where the Ralph Lauren facility has developed.

Service vehicles are already in the area serving the Ralph Lauren facility and the residential development off of Cedarwood Trail; thus, this represents a logical progression of the City's Annexation Policy and the annexation of these sites would not negatively impact the City's ability to provide services in this area.

Following Mr. Shannon's presentation on the Annexation cases, he then turned the floor over to Heidi Galanti to provide an overview of Plan Amendment 18-06.

Plan Amendment 18-06

Heidi Galanti, Planning Services Administrator with the Planning and Development Department provided an overview of Plan Amendment 18-06 which is to go from Low Density Residential to Medium Density Residential to allow for a mix of residential use types including single-family detached dwellings, townhomes, and multi-family dwellings in the 7-16 dwelling unit acre range. The total Plan Amendment consists of 103 acres and does not affect the use or zoning of the property and it does not annex property into the City. Some of the surrounding land uses in the area are APAC Paving and Construction; rural residential and undeveloped land; self-storage facility; a church; a barber shop; and a quarry.

In 2011, the eastern portion of this area was changed from Medium Density to Low Density residential as part of the Northwest Area Plan due to the lack of water and sewer in the area. A Business Center was started with the extension of water and sewer with the development of the Polo Distribution Center in 2014. The extension of water and sewer in this area makes it a logical location for higher density residential to develop and support the Business Center.

Ms. Galanti advised that this Plan Amendment is supported by the Land Use Plan and the Northwest Area Plan policies through the provision of high-quality development, the protection of natural environment through the siting of development in appropriate locations and the provision of residential development at a variety of densities and affordability levels.

Staff recommends approval of the Plan Amendment request to change the future Land Use Designation for approximately 103 acres to Medium Density Residential. The request meets the Goals and Objectives of the Land Use Plan and the Northwest Area Plan and it will be in harmony with the Land Use pattern of the surrounding area. The Planning & Zoning Commission reviewed this Plan Amendment request at their meeting on November 13th and also recommended approval by a 5-0 vote.

Following Ms. Galanti's presentation on Plan Amendment 18-06, she turned the floor over to Herb Shannon to provide an overview of the staff reports for Zoning Map Amendment 18-18 and 18-19.

Zoning Map Amendments Zoning Map Amendments 18-18 and 18-19

Mr. Shannon noted Zoning Map Amendment 18-18 is for an approximate 65-acre area lying northeast of the intersection of N. Main Street and Delray Avenue and east of Monterey Circle. The applicant is requesting this property be rezoned from a Conditional Zoning Residential Single Family-5 (CZ RS-5) District and the Residential Single Family-20 (RS-20) District within Forsyth County's zoning jurisdiction to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. Regarding Zoning Map Amendment 18-19, the applicant is requesting this 7.9-acre parcel located at the northeast corner of Thomas Street and east of NC 66 be rezoned from the Residential Single Family-20 (RS-20) District within Forsyth County's zoning jurisdiction to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District.

Mr. Shannon noted the applicant is proposing to develop a mixed residential development in this area and they have offered transportation-related conditions for the development such as right-of-way dedication, access, and road improvements. They are proposing to develop up to 600 dwelling units consisting of 200 single-family dwelling units and approximately 400 multifamily dwelling units. Additionally, the applicant has noted that if more than 200 single-family dwelling units are built, they will update the Traffic Impact Analysis (TIA).

In reviewing the compatibility and key factors, staff concentrated on the rural subdivision that developed decades ago with single-family homes. As part of the development, there are several stub streets that the applicant will be connecting into for traffic flowing through the development.

Mr. Shannon then reviewed the conditions outlined in the packet noting the manner in which the site will be developed as follows.

Tract A *consisting of a 7.7-acre area is restricted to either single-family, detached or twin home development so that the bulk and scale of the development will be compatible with the homes in the abutting residential subdivision.*

Tract B *consisting of 21 acres will be limited to 8 units per acre and developed with townhomes or multifamily dwellings.*

Tracts C & D *raised some compatibility concerns because of the single-family home to the north and to the south. The home to the north was recently purchased by the Vulcan Quarry so it will become part of the quarry and they will be using it as a buffer area. There is also a*

single-family home to the south and based on landscaping requirements and setback requirements in the Development Ordinance, that will assist in ensuring compatibility with the abutting single-family dwelling.

Staff is recommending approval of Zoning Map Amendment 18-18 and 18-19 subject to the adoption of Plan Amendment 18-06 and subject to several transportation-related conditions. He noted that the Transportation staff had some concerns regarding the transportation conditions offered by the applicant because they felt they did not fully address several of the issues.

The Planning & Zoning Commission reviewed this matter at their November 13th meeting at which time updated transportation conditions were provided to the Commission. The Commission stated that subject to approval of Plan Amendment 18-06, the zoning meets the Goals and Objectives of the Northwest Area Plan. Furthermore, the Planning & Zoning Commission felt the conditions offered by the applicant would mitigate potential impact from the proposed residential development. The Planning & Zoning Commission recommended approval of Zoning Map Amendment 18-18 and 18-19 which included the transportation conditions submitted by the applicant, NOT as recommended by staff.

Following the presentation of the staff report, Chairman Williams opened the public hearing and asked the applicant to come forward.

Judy Stalder, 665 N. Main Street, consultant for the consultant, spoke in favor of the request. She recognized the owner/developers of the property, Dennis and Kathy Bunker, who were in the audience, as well as Chuck Truby from CPT Engineering.

She stated they were challenged going into the rezoning due to the extreme range of uses surrounding the property, the topography and environmentally sensitive areas, and the transportation issues. She provided some background information on the property which was annexed and rezoned 11 years ago for a large, single-family subdivision with full Conditional Zoning and this made it clear to them that there is no longer a market for large, single-family subdivisions. This rezoning includes additional land, more homes, a variety of housing types, and a new Traffic Impact Analysis.

Ms. Stalder reiterated their first challenge was the extreme uses of the property. To respect the existing single-family neighborhood, they have proposed Tract A to be single-family homes and/or twin homes with landscaping.

A second challenge was the topography and environmentally sensitive areas which dictate the location of the development. She noted they would be required to comply with all federal, state, and local regulations for the run-off and that it must also be reviewed and approved by the Technical Review Committee. A homeowners association will be established to maintain these devices once engineered and constructed.

The third challenge was the transportation conditions. Ms. Stalder stated that after having recently rezoned the property and coming to an agreement with the High Point Transportation Department, they were confident that they could work through this with staff and come up with satisfactory conditions, but because of the changes in housing types they were required to do a new Transportation Impact Analysis (TIA). She threw in a reminder

that single-family subdivisions have a higher impact on traffic and require more improvements, so they did not expect to have as many improvements required with the new TIA. She noted that they even added in a condition that would trigger another TIA should they add more single-family in the future.

The two recommendations outlined in the new TIA were:

- 1. Improvements of a left-turn lane at the proposed access to NC 66, and*
- 2. A confirmation that the realignment of Delray and Cedarwood at N. Main Street would be a good idea.*

Ms. Stalder stated that the developer is in agreement with these recommendations. Based on the TIA, the developer moved forward based on the information and resulting analysis that was sent to the High Point Transportation Department and the NCDOT for review. Then they submitted their rezoning application and accepted the recommendations in the TIA which included the proposed access to NC Highway 66. Then NCDOT staff members decided that they would not approve an access point to NC Highway 66 and this changed their working site plan and changed the conditions. Because of the money already put into the rezoning process, they had to move forward, so both the developer and the High Point Transportation Department came to the Planning & Zoning Commission meeting on November 13th with additional transportation conditions. She advised that the developer did not necessarily accept it at that time and noted that he has not yet formally submitted an application to NCDOT for the access to Highway 66 either. They feel like this is something they can certainly work towards and Ms. Stalder shared that Vulcan did come forward and offered a shared access in case the NC 66 access does not work out.

Ms. Stalder reported that this evening the developer and High Point Transportation Department were able to come to a consensus on the transportation conditions that includes retaining the possibility of access to Highway 66, so if they are able to work with NCDOT and/or Vulcan and get that access, there would be no need for them to come back to Council for an amendment on the rezoning. She confirmed that it includes an either/or condition for the left-turn lane on Highway 66 and if they do get direct access to Highway 66, they will put in a left-turn lane. If not, the left-turn lane will be moved to Thomas Street where the entrance will be. They also agreed to a condition ensuring that there would be a turn lane on N. Main Street at Delray and that the dedication of the right-of-way along the centerline of Highway 66 will be done as a condition with no caveats.

Ms. Stalder pointed out this agreement allows the developer to move forward in good faith and allows them to develop in a safe and responsible way. Although these conditions have not yet been put into writing, Ms. Stalder advised they would submit the written conditions to the Planning and Development Department. They are asking for approval pending acceptance of the written conditions at the next City Council meeting.

Mark McDonald, Director of Transportation, acknowledged that staff was in substantial agreement with these transportation conditions.

At this time, Chairman Williams asked if there was anyone else present who would like to speak in support of or in opposition to these matters.

A.B. Henley, a resident at 1210 Westwood Avenue, spoke in support. He had no doubt that the Bunkers would deliver a quality project and would deliver a project that would be consistent and compatible with the neighborhood. He also pointed out that a former Council had the foresight to put \$5 million in developing a Business Center for this area and constructed water and sewer lines which resulted in the construction of the Polo Distribution facility. This was done with the likelihood that other residual and periphery benefits would result. Mr. Henley pointed out that this developer is at the table because of the water and sewer and other services that are now available in this area. He finalized his remarks by stating, "when people like myself are saying why in the world are you spending this money now and you say because it's going to pay off in the future, you can reflect on this being one of those payoffs in the future."

Donna Auman, a resident at 3914 N. Main Street, spoke in opposition due to traffic concerns. She stated she lives about an eighth of a mile south from the entrance they are proposing at Delray and Cedarwood Trail and pointed out this is a very busy area and extremely close to the intersection of Highway 66, Horneytown Road and Highway 311. She expressed concerns that the development would drastically increase the traffic in this area which would lead to lots of problems with accidents and possible fatalities.

Anjanette Gibson, a resident at 3908 N. Main Street, also spoke in opposition citing concerns with watershed protection. She noted that her major concern is protecting Richfork Creek which already has a tendency to flood affecting nearby properties. She wanted to know if there is a plan to protect her property from flooding, to protect Richfork Creek and all the animals that depend on it, and to protect her water and septic system.

Louis Thibodeaux, a resident at 1242 Kensington Drive in High Point, asked if any thought was given to having two entrances and expressed concerns about emergency situations that might present the need for fire or police.

At this time, Chairman Williams asked if there was anyone else present who would like to speak. There were no further comments.

For further discussion, Council Member Golden asked about when they anticipate getting a decision from NCDOT regarding access to Highway 66 and if this would be known at the December 17th meeting. Ms. Stalder explained they would rely on NCDOT to make that approval; however, they would not be able to get such approval in two weeks. She also shared that they would have more than one entrance into the property regardless of whether or not that is approved and noted there would be at least three points of access.

Council Member Moore asked Ms. Stalder to expound on the development regarding regulations concerning Richfork Creek. Ms. Stalder explained that the development would be subject to federal, state, and local laws regarding the environmentally sensitive areas such as Richfork Creek, which would have to be approved by the Army Corps of Engineers. Mayor Wagner added that they would also be subject to the regulations in the City's Watershed Ordinance that basically requires any run-off generated by the new development to be contained and treated on site and this is typically done with retention ponds or other types of devices.

Mayor Wagner provided a reminder that there was a motion and a second on the floor to continue the public hearings on Annexation 18-06; Annexation 18-07; Plan Amendment 18-06; Zoning Map Amendment 18-18; and Zoning Map Amendment 18-19 until December 17, 2018 at 5:30 p.m.. He asked if there were any additional questions.

There being no further questions or comments, he called for a vote on the motion to continue these matters until the December 17, 2018 City Council Meeting at 5:30 p.m.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that Annexation 18-06 be continued until the December 17, 2018 Council Meeting at 5:30 p.m. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-483 Ordinance - Dennis Bunker et al. - Annexation 18-07

A request by Dennis Bunker et al. to consider a voluntary non-contiguous annexation of approximately 7.9 acres lying at the northeast corner of Thomas Street and NC 66. The property is also known as Forsyth County Tax Parcels 6882-78-1725.00, 6882-68-9726.00, 6882-78-4954.00 and 6882-69-9041.00.

The joint public hearing for this matter and related matters 2018-482 Annexation 18-06; 2018-484 Plan Amendment 18-06; 2018-485 Zoning Map Amendment 18-18; and 2018-486 Zoning Map Amendment 18-19 was held on Monday, December 3, 2018 at 5:30 p.m.

Note: For specific comments made during the public hearing on 2018-483 Annexation 18-07, please refer to 2018-482 Annexation 18-06.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that the public hearing for Annexation 18-07 be continued until the December 17, 2018 Council Meeting at 5:30 p.m. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-484 Resolution - Dennis Bunker et al. - Plan Amendment 18-06

A request by Dennis Bunker et al. to change the Land Use Map classification for approximately 103 acres from the Low Density Residential classification to the Medium Density Residential classification. The site is generally lying northeast of the intersection of N. Main Street and Delray Avenue, east of Monteray Circle, north of Thomas Street and east of NC 66.

The joint public hearing for this matter and related matters 2018-482 Annexation 18-06; 2018-483 Annexation 18-07; 2018-485 Zoning Map Amendment 18-18; and 2018-486 Zoning Map Amendment 18-19 was held on Monday, December 3, 2018 at 5:30 p.m.

Note: For specific comments made at the public hearing for 2018-484 Plan Amendment 18-06, please refer to 2018-482 Annexation 18-06.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that the public hearing for Plan Amendment 18-06 be continued until the December 17, 2018 Council Meeting at 5:30 p.m. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-485 Ordinance - Dennis Bunker et al. - Zoning Map Amendment 18-18

A request by Dennis Bunker et al. to rezone approximately 65.1 acres from a Conditional Zoning Residential Single Family-5 (CZ RS-5) District and the Residential Single Family- 20 (RS-20) District, within Forsyth County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. The site is lying northeast of the intersection of N. Main Street and Delray Avenue, and east of Monterey Circle. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matters 2018- 482 Annexation 18-06; 2018-483 Annexation 18-07; 2018-484 Plan Amendment 18-06; and Zoning Map Amendment 18-19 was held on Monday, December 3, 2018 at 5:30 p.m.

Note: For specific comments made at the public hearing on 2018-485 Zoning Map Amendment 18-18 please refer to 2018-482 Annexation 18-06.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that the public hearing for Zoning Map Amendment 18-18 be continued until the December 17, 2018 Council Meeting at 5:30 p.m. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-486 Ordinance - Dennis Bunker et al. - Zoning Map Amendment 18-19

A request by Dennis Bunker et al. to rezone approximately 7.9 acres from the Residential Single Family-20 (RS-20) District, within Forsyth County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. The site is lying at the northeast corner of Thomas Street and east of NC 66. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matters 2018-482 Annexation 18-06; 2018-483 Annexation 18-07; 2018-484 Plan Amendment 18-06; and 2018-485 Zoning Map Amendment 18-18 was held on Monday, December 3, 2018 at 5:30 p.m.

Note: For specific comments made at the public hearing for 2018-486 Zoning Map Amendment 18-19, please refer to 2018-482 Annexation 18-06.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that the public hearing for Zoning Map Amendment 18-19 be continued until the December 17, 2018 Council Meeting at 5:30 p.m. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-487 Ordinance - City of High Point - Text Amendment 18-04

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance regarding the following: 1) add provisions for alternate design and minor subdivision; 2) change the special use process; 3) revise the administrative adjustment, exclusion map and special event provisions; 4) remove criminal penalty for zoning violation; 5) correct errors in the administrative adjustment and vested rights certificate provision, and errors in the minor wire facility and utility facility use types; 6) clarify variance standards, conditions of approval, prohibited uses, commercial parking use type and the PD-CC District density & landscaping provisions; and 7) revise terminology for the ground floor area of a building and add definitions.

The public hearing for this matter was held on Monday, December 3, 2018 at 5:30 p.m.

Bob Robbins, Development Services Administrator with the Planning and Development Department, provided an overview of the staff report regarding these various text amendments.

He noted that since the current Development Ordinance became effective in January 2017, there have been four text amendments that staff has termed as miscellaneous amendments because each of those amendments proposed corrections, clarifications, and changes to multiple sections of the Development Ordinance. This amendment will be the fifth such amendment.

Some of these include minor substantive changes associated with clarifications. He then reviewed the following sections involving more substantive changes.

Section 1: *There is an alternate design procedure and criteria proposed. This would be established to provide a mechanism for flexibility in meeting facade articulation and transparency requirements that are currently in the Development Ordinance for the CB, MS, MX and EC Districts and for corner retail and large retail development types.*

Section 2: *This is a codification of the City Council's decision to remove the Planning & Zoning Commission from the Special Use Process. Several discussions have already taken place as a result of legal concerns that were voiced by the UNC School of Government over various hearing procedures.*

Section 7: *This adds additional flexibility to the design criteria in the CB, MS, and MX Districts by allowing an administrative adjustment to be approved by the Planning and Development Director. It also allows covering or removal of up to two existing windows that open into non-occupiable space.*

Section 9: *This brings back a Minor Subdivision definition that was in the 1992 ordinance but was left out of the new ordinance when it was adopted in 2017. The definition proposed contains two scenarios, one being the definition from the City's previous Development Ordinance, and the other is from a recent change in state law. Also, a clarification is added regarding when required improvements, or guarantee of same, must be completed. Mr. Robbins explained these changes will be helpful to small developers because it will allow a plat to be approved as a final plat without having to first be approved as a preliminary plat.*

Staff is recommending approval of these text amendments. The Planning & Zoning Commission reviewed these at their November meeting and also recommended approval.

Mayor Wagner asked Mr. Robbins to provide more detail regarding the changes in the alternate design procedure and how it would work. Mr. Robbins pointed out required findings meeting specific criterion would need to be made as with a variance, and the same public notification and timing requirements that are used for variance requests would be followed. He noted that it would be a quasi-judicial hearing by the Board of Adjustment following a recommendation from the Planning and Development Director. He pointed out it could be that they are allowed to supplement elsewhere and do more than needed in some areas to get less than required in other areas.

Chairman Williams then opened the public hearing and asked if there was anyone present who would like to speak in support of or in opposition to these text amendments.

Judy Stalder, representing TREBIC, 115 S. Westgate Drive in Greensboro, thanked staff for allowing them to run these amendments by their membership for review. They forwarded comments to staff and were easily able to incorporate them into the amendments. She shared that she particularly liked the idea of eliminating one public hearing in the course of a special use permit and also liked the addition of the minor subdivision regulations to the ordinance.

There being no further comments, the public hearing was closed.

Adopted the Ordinance amending various sections of the City of High Point Development Ordinance regarding the following: 1) add provisions for alternate design and minor subdivision; 2) change the special use process; 3) revise the administrative adjustment, exclusion map and special event provisions; 4) remove criminal penalty for zoning violations; 5) correct errors in the administrative adjustment and vested rights certificate provision, and errors in the minor wire facility and utility facility use types; 6) clarify variance standards, conditions of approval, prohibited uses, commercial parking use type and the PD-CC District density and landscaping provisions; and 7) revise terminology for the ground floor area of a building and add definitions, based on consistency with the City's adopted plans, and that the action taken is reasonable and in the public interest for the reasons as outlined in the staff report.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Ewing, that this Ordinance amending various sections of the City of High Point Development Ordinance be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

**Ordinance No. 7476/18-105
Ordinance Book, Volume XX, Page 105
Introduced 12/3/2018; Adopted 12/3/2018**

GENERAL BUSINESS AGENDA

2018-488 Comprehensive Master Plan - Parks and Recreation

City Council is requested to approve the proposed Comprehensive Master Plan for the Parks and Recreation Department is to provide a guide and outline for the direction of the Department for the next ten years. The Parks and Recreation Commission reviewed the plan during their meeting and recommended approval.

Mayor Wagner advised that staff provided a presentation of the Final Parks and Recreation Master Plan during a Special Meeting of the City Council held at 4:30 p.m. prior to this meeting.

Approved the proposed Comprehensive Master Plan for the Parks and Recreation Department to provide a guide and outline for the direction of the Parks and Recreation Department for the next ten years.

A motion was made by Council Member Ewing, seconded by Council Member Jones, that the Parks & Recreation Comprehensive Master Plan be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-489 Appointment - NCMPA1 - Latimer Alexander

Council is requested to confirm the appointment of Latimer Alexander to the NCMPA1 Board of Commissioners effective January 1, 2019. Mr. Alexander will serve at the pleasure of City Council until further notice.

Confirmed the appointment of Latimer Alexander to the NCMPA1 Board of Commissioners effective January 1, 2019. Mr. Alexander will serve at the pleasure of the City Council until further notice.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that this appointment be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

2018-490 Minutes To Be Approved

Finance Committee Meeting: Thursday, November 15th @ 4:00 pm

Special Meeting of City Council: Monday, November 19th @ 4:00 pm

Regular Meeting of City Council: Monday, November 19th @ 5:30 pm

A motion was made by Council Member Moore, seconded by Mayor Pro Tem Williams, that the preceding minutes be approved as submitted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:47 p.m. upon motion duly made by Council Member Ewing and second by Mayor Pro Tem Williams.

Respectfully submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, MMC
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Designate agents for FEMA related to Hurricane Florence

From: Kelly Latham

Meeting Date: December 17, 2018

Public Hearing:

Advertising Date /

Advertised By:

Attachments: FEMA Resolution and Designation of Agents – Hurricane Florence

PURPOSE:

FEMA requires that City Council adopt a resolution to designate primary and secondary agents for the purpose of applying for assistance and requesting reimbursement of eligible costs related to Hurricane Florence.

BACKGROUND:

The City of High Point qualifies to apply for assistance for expenses incurred as a result of Hurricane Florence.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a resolution to designate Amy Hughes, Grants Accountant II with the Financial Services Department and Perry Hall, Emergency Manager with the Fire Department as the City's agents to apply for assistance and request reimbursement for costs related to Hurricane Florence.

RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) City of High Point	Disaster Number: FEMA -4393-DR-NC
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Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):
NA

Applicant's Fiscal Year (FY) Start
Month: July Day: 01

Applicant's Federal Employer's Identification Number
56 - 6000231

Applicant's Federal Information Processing Standards (FIPS) Number
- -

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Amy Hughes	Agent's Name Perry Hall
Organization City of High Point	Organization City of High Point
Official Position Accountant II	Official Position Emergency Manager
Mailing Address PO Box 230	Mailing Address 434 S. Elm St.
City ,State, Zip High Point, NC 27261	City ,State, Zip High Point, NC 27260
Daytime Telephone (336) 883-3246	Daytime Telephone (336) 883-3364
Facsimile Number (336) 883-8572	Facsimile Number (336) 822-7281
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title See attached	Name Lisa Vierling
Name and Title	Official Position City Clerk
Name and Title	Daytime Telephone (336) 883-3536

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____ Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.