

City of High Point

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



Meeting Agenda

Monday, December 17, 2012

4:45 PM

Council Chambers

City Council

*Bernita Sims, Mayor
Britt W. Moore, Mayor Pro Tem
James C. Davis, Foster L. Douglas
Jason P. Ewing, Jeffrey J. Golden,
Judith P. Mendenhall, Rebecca R. Smothers,
Jay W. Wagner*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**REGULAR MEETING ITEMS**

- [120321](#) Contract - Bid No. 14 - Corrosion Inhibitor Chemicals - Ward WWTP
Award of contract for Bid No 14 for the purchase of corrosion inhibitor chemicals for the Ward Wastewater Treatment Plant. Purchasing and the Public Services department recommends that contract be awarded to Shannon Chemical Corporation in the amount of \$111,291.60 which is the lowest responsible, responsive bidder meeting specifications.
- [120322](#) Contract - Davis Martin Powell - Skeet Club Road Widening Project
Council is requested to approve contracts with Davis Martin Powell for professional services related to NCDOT project U-3615B, Skeet Club Road Widening in the total amount of \$96,190.00.
- [120323](#) High Point Housing Authority - Conveyance of Remnant Property
Council is requested to adopt a Resolution authorizing the conveyance of remnant property from the Grimes Avenue extension project to the High Point Housing Authority.
- [120324](#) Revised Sewer Use Ordinance
Council is requested to adopt a revised Sewer Use Ordinance which provides for an updated Pretreatment Program that initiates a Fat, Oil & Grease (FOG) program to meet the revisions to requirements in the NCAC 15A 02H.0900 - Local Pretreatment Programs as enforced by the North Carolina Department of Environment and Natural Resources - Division of Water Quality (NCDENR-DWQ).
- [120337](#) Ordinance - Budget Amendment - Support of Carolina Field of Honor Project
Council is requested to adopt a budget ordinance amending the 2012-2013 Budget Ordinance to appropriate funds in the amount of \$43,231.00 in support of the Carolina Field of Honor Project in the Triad Park.
- [120325](#) Resolution of Intent - Street Abandonment Case 12-13
Approval of a Resolution of Intent that establishes a public hearing date of January 22, 2013 to consider a request from the Technical Review Committee to abandon the unimproved portion of the Conrad Avenue right-of-way, lying west of Palmer Street.
- [120326](#) Resolution of Intent - Street Abandonment Case 12-14
Approval of a Resolution of Intent that establishes a public hearing date of January 22, 2013 to consider a request from the Technical Review Committee to abandon the unimproved westernmost 405 feet of the Rankin Place right-of-way.
- [120327](#) Thomas Built Buses, Inc. - Right-of-way Encroachment Case 12-06
A request by Thomas Built Buses, Inc. to allow a security fence and pedestrian gate to encroach into the right-of-way of Tyron Avenue.

PUBLIC HEARINGS - 5:30 P.M.

- [120331](#) S. Lowell Easter - Land Use Plan Amendment Case 12-07
A request by S. Lowell Easter to change the Land Use Map designation for approximately 80.5 acres from Local Convenience Commercial and Restricted Industrial to Mixed Use Development. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.
- [120332](#) Ordinance - S. Lowell Easter - Rezoning Case 12-13
A request by S. Lowell Easter to rezone approximately 80.5 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District and Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Mixed (PDM) District. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.
- [120333](#) Resolution - City of High Point - Street Abandonment Case 12-10
A request by the Technical Review Committee to abandon unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street.
- [120334](#) Resolution - City of High Point - Street Abandonment Case 12-11
A request by the Technical Review Committee to abandon the unimproved portion of the western terminus of Brookdale Avenue.
- [120335](#) Resolution - P. Hunter Dalton - Street Abandonment Case 12-12
A request by P. Hunter Dalton to abandon all of Obsidian Court, being located south of Marble Drive, and east of White Farm Lane.
- [120336](#) Ordinance - City of High Point - Text Amendment Case 12-04
A request by the City Manager's Office to amend the Development Ordinance to allow a canopy to project into the street setback in a Shopping Center (SC) District with certain limitations.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

- [120338](#) Approval of the following minutes:
Combined Meeting held Monday, December 3rd @ 4:45 p.m.
Organizational Meeting held Thursday, December 6th @ 9:00 a.m.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCIES

- [120328](#) Appointment to Planning & Zoning Commission
Council Member Jim Davis is recommending the appointment of Ozzie Hough to the Planning & Zoning Commission to fill the Ward 5 slot and will fill an unexpired term. Appointment effective immediately and will expire 7/1/2013.
- [120329](#) Appointment to Historic Preservation Commission
Council Member Jim Davis is recommending the appointment of Tom

Lugarich to the Historic Preservation Commission to fill the Ward 5 slot left vacant by the resignation of Diane Peace. Appointment effective immediately and will expire 7/1/2014.

[120330](#)

Appointments to the Parks & Recreation Commission
Mayor Pro Tem Britt Moore is recommending the appointment of Mark Gaither to the Parks & Recreation Commission as his At-Large appointment to fill the unexpired term of Jeffrey Golden. Appointment effective immediately and will expire 7/1/2014.

Council Member Jim Davis is recommending the appointment of Gary Ollis to the Parks & Recreation Commission to fill the Ward 5 slot. Appointment effective immediately and will expire 7/1/2015.

Council Member Jason Ewing is recommending the reappointment of Jerry Southern to the Parks & Recreation Commission to fill the Ward 6 slot. Appointment effective immediately and will expire 7/1/2015.

[120229](#)

Boards and Commissions - Vacancies
Attached is the current list of vacancies for all Boards and Commissions.

ADJOURNMENT



MEMORANDUM

December 11, 2012

MEMO TO: Pat Pate, Assistant City Manager

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

SUBJECT: Agenda recommendation-exemption from qualification-based selection

Please place the following item on the agenda for City Council's consideration at their December 17, 2012 meeting:

The City has requested that NCDOT allow Davis Martin Powell (DMP), a local consultant that is on the NCDOT's pre-approved on call services contract, to perform the City owned water, sanitary sewer, and force main sewer relocation designs that are to be included in the NCDOT Skeet Club Widening Project. The City believes that DMP is the most qualified consultant for the project because they are knowledgeable of the utilities located within the project limits, have knowledge of the City and NCDOT's Standard Specifications, and will produce a relocation design that is the most economical for the City.

The NCDOT granted permission for the City to hire DMP to provide the utility analysis and engineering design services, and has agreed to the terms of the Utility Analysis and Engineering Design Proposals submitted by DMP. The NCDOT will reimburse the City for all said expenses associated with the utility analysis and engineering design services (agreement attached).

State Statute (G.S. 143-64.32(b)) authorizes City Council to exempt specific projects from the qualifications based selection process prior to awarding a contract. Based on the justification provided, the Public Services Department appears to have met the standard for a qualified exemption, based upon proven performance of the selected consultant. City Council is requested to take the following actions:

1. Approve the attached resolution providing an exemption to the qualifications based selection process for the purchase of services by the Public Services Department.
2. Approve the following contracts with Davis Martin Powell for professional services related to NCDOT project U-3615B, Skeet Club Road Widening for the total amount of \$96,190.00:

Preliminary Utility Analysis Engineering Services	\$26,500.00
Engineering Design Services & Construction Administration	\$69,690.00

Funds for this project are available in 421779 – 527105 – 421001022520 – 40205.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT
CONCERNING PROCUREMENT OF CONSULTING SERVICES FOR
SKEET CLUB WIDENING, NCDOT PROJECT

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

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

WHEREAS, the City Council of the City of High Point has determined that it is desirable and in the best interests of the City of High Point to exempt the consulting services for NCDOT project U-3615B, Skeet Club Road Widening.

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

- (1) The City has requested that NCDOT allow Davis Martin Powell (DMP), a local consultant that is on the NCDOT's pre-approved on call services contract, to perform the City owned water, sanitary sewer, and force main sewer relocation designs that are to be included in the NCDOT Skeet Club Widening Project. The City believes that DMP is the most qualified consultant for the project because they are knowledgeable of the utilities located within the project limits, have knowledge of the City and NCDOT's Standard Specifications, and will produce a relocation design that is the most economical for the City.

The NCDOT granted permission for the City to hire DMP to provide the utility analysis and engineering design services, and has agreed to the terms of the Utility Analysis and Engineering Design Proposals submitted by DMP. The NCDOT will reimburse the City for all said expenses associated with the utility analysis and engineering design services.

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

Adopted this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-
Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the
State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211
South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as
follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor,
materials, tools, equipment, and services, and perform and complete all work required for the provision of
Engineering Design and Contract Administration Services for NCDOT Project U-
3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in
current funds. The City will compensate the *Consultant* for the work and Scope of Services described
herein for the negotiated lump sum amount of \$ 69,690.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of
Services will be made monthly based on the percentage of work completed during the preceding month
and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden,
general and administrative overhead, profit, travel, equipment, and materials necessary to complete the
tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to
the subject matter contained herein and merges all prior discussions and agreements between them. No
agent or representative of the Consultant has authority to make any representations, statements,
warranties or agreements not herein expressed and all modifications or amendments to this agreement,
including the appendices, must be in writing signed by an authorized representative of each of the parties
hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly
authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____

President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

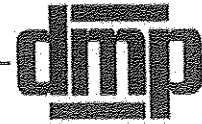
Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



November 2, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
DMP Project 120071 (BF)
Proposed Engineering Design Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal to the City of High Point for utility engineering design services on NCDOT Project U-3615B, which is the Skeet Club Road widening project from west of Johnson Street to Eastchester Drive.

I. UNDERSTANDING OF THE PROJECT

The Utility Analysis and Preliminary Routing Report (UAPR) for the project has been completed and presented to both the City and NCDOT. Potential or known conflicts between the City's water and sewer system and the road widening project have been identified in the UAPR. Based on the findings presented in the UAPR, we have developed the scope of work for design of water and sewer relocations to resolve conflicts with the proposed roadway and storm drainage improvements.

Summary of UAPR Findings

A summary of the potential or known conflicts identified in the UAPR is as follows:

Sheets 4 and 5

- Approximately 260 L.F. of 8" gravity sewer must be lowered to avoid proposed parallel 66" RCP's that will be installed across Skeet Club Road, and a section of the existing 12" water line must be relocated around these same proposed storm drain pipes.
- On Sheet 5, SUE data has been requested where a proposed 15" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now we will assume there is a conflict, requiring a section of the 12" water line to be relocated.
- On Sheet 5, a section of 16" water line will need to be supported in place or removed and re-installed where proposed parallel 66" RCP's will be installed across Johnson St.
- Several fire hydrants and water meters will need to be relocated.

Sheet 6

- SUE data has been requested where a proposed 30" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 7

- The 12" water line will need to be relocated around the proposed parallel 54" RCP's.
- Two (2) fire hydrants and one (1) water meter will need to be relocated.

Sheet 8

- Up to 400 L.F. of 8" gravity sewer may need to be relocated to avoid conflicts with a proposed stormwater retention basin and associated piping. (The existing 8" sewer line is not shown on the plans, but as-built records indicate its location may be in conflict. We have asked NCDOT to locate the existing sewer line and add it to the plans for further evaluation.)
- We also anticipate that the 12" water line will need to be relocated at two locations to avoid conflicts with proposed storm drain pipes.
- Three (3) fire hydrants will need to be relocated.

Sheets 9 and 10

- Construction of the new bridge over Oak Hollow Lake will require a section of the existing 12" water line to be relocated. In the UAPR, we presented a potential route for an 800 L.F. relocation under Oak Hollow Lake to the south of the bridge, which would typically be installed by directional drilling method. During the design phase, we will also evaluate the option of attaching the water line to the underside of the new bridge, as requested by the City of High Point.
- The previously abandoned pump station wetwell, below grade fiberglass pump station, and generator building must be demolished since proposed fill will extend over the old pump station site. Details concerning demolition of the old pump station will need to be shown on the Utility Construction plans.
- On Sheet 9, a section of 12" water line near -L- STA 234+30 will need to be relocated where a proposed 24" RCP will be installed across Skeet Club Road.
- On Sheet 9, SUE data has been requested where a proposed catch basin and 15" RCP will cross the existing 12" water line on the west side of Waterview Road. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheets 9 through 13

- Approximately 5,550 L.F. of the existing 10" force main is still in service, which was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station accounted for the fact that the existing 10" force main would eventually be replaced with a new 16" force main. If the 10" force main was to remain in service, approximately 25 potential storm drain conflicts would have to be evaluated, and a section of the 10" force main would have to be relocated at the proposed bridge over Oak Hollow Lake. A proposed route for the replacement 16" force main along the south side of the road under the lake was presented in the UAPR. During the design phase, we will also evaluate the option of attaching the upsized 16" force main to the underside of the bridge, as requested by the City of High Point. Plan/profile drawings for the proposed 16" force main will be included with the Utility Construction plans.

The City of High Point will be responsible for the construction cost of the replacement 16" force main because the existing 10" force main lies inside the previously existing DOT right-of-way. However, if the existing 10" force main was going to remain in service, historically DOT would pay for the analysis of potential conflicts between the

existing force main and proposed roadway project. Approximately twenty-five (25) potential conflicts would have to be evaluated along with SUE investigations if the existing 10" force main was going to remain in service. Since these potential conflicts do not have to be evaluated and SUE investigations do not have to be performed, the City could request for DOT pay for the design cost of the replacement 16" force main, which will be less than the cost for the associated evaluation and SUE investigations.

Sheet 11

- Two (2) existing 8" gravity sewer lines and an existing 12" water line must be relocated to resolve conflicts with a proposed 8' x 8' box culvert.
- SUE data has been requested at several locations to evaluate potential conflicts between existing water lines and proposed storm drain pipes. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of these water lines to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 12

- Relocations of the existing 12" water line will be required in at least two locations to resolve conflicts with proposed storm drain pipes.
- Several fire hydrants and water meters will need to be relocated.

Sheets 13 through 17

- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this section of force main was generally outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way.

At the time the force main extension was designed, roadway plans were not available for that section of the proposed Skeet Club Road widening. Now that roadway plans have been reviewed, it is evident that the road will be widened generally to the south of the existing road and will be located on top of the existing 16" force main. Approximately 30 potential storm drainage conflicts have been identified along the 5,900 L.F. route of the existing 16" force main. Approximately 1,500 L.F. of the 16" force main must be relocated outside of a roadway widening cut section to avoid conflicts with grading operations and storm drainage piping.

SUE data has already been provided at 5 other locations to verify potential conflicts and to generally determine if the depth of the existing 16" force main conforms to construction plan records. Six (6) other potential conflicts may exist and additional SUE data has been requested so these locations can be evaluated. The design phase will include the evaluation of these potential conflicts and preparation of plan/profile drawings and details to resolve all the force main conflicts identified.

Sheet 13

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at two other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 14

- Several fire hydrants and water meters will need to be relocated.

Sheet 15

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at one other location where a proposed storm drain pipe will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 16

- SUE data has been requested at four other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 17

- Approximately 170 L.F. of 8" gravity sewer line may need to be relocated if the locations of proposed storm drainage piping and structures cannot be revised to avoid conflicts with the existing sewer system.
- Several fire hydrants and water meters will need to be relocated.

II. SCOPE OF WORK

Engineering services for this project will include the following design and limited construction administration services:

A. Design Phase

The first task will involve initial project set-up, which would include coordination with the DOT Utilities Unit to obtain the latest Microstation files for the roadway project. These files will include base mapping of planimetric features, topography, and property lines, as well as proposed roadway and storm drainage files. This task would also include setting up the Utility Construction plan sheets according to DOT standards.

After completing the initial project set-up, we will proceed with the analysis of additional requested SUE data for potential water and sewer conflicts, design/drafting services to produce Utility Agreement Plans and final Utility Construction Plans, and preparation of Project Special Provisions.

DMP will provide necessary coordination between the City's Public Services Department and the DOT Utilities Unit. DMP will prepare plan and profile drawings in Microstation, and standard DOT plan notations will be used so the drawings can be readily incorporated into the overall DOT bid letting package. DMP will prepare a quantity take-off spreadsheet for all the water and sewer utility work included in the project, and we will identify whether the City or DOT is responsible for the construction cost of water and sewer relocations on a sheet-by-sheet basis.

B. Construction Phase

DMP will provide the following services as directed by the City of High Point Public Services Department during the construction phase of the project:

- Attend the pre-construction meeting.
- Review shop drawings and submittals from the contractor.
- Review and respond to Requests for Information (RFI's) or other questions from the Contractor, City, or DOT.
- Conduct periodic site visits as necessary (up to 12 total visits are planned during the construction period).

III. COMPENSATION

Compensation for services described in the Scope of Work shall be as follows:

A. Design: Lump Sum Fee of \$57,040.00

B. Construction Administration: Hourly in accordance with the attached Standard Rate Schedule, Not-to-Exceed \$12,650.00.

IV. SCHEDULE

The DOT Utilities Unit has indicated that Utility Agreement Plans are due by March 1, 2013, and final Utility Construction Plans and Project Special Provisions are due by June 1, 2013.

DMP has already begun work on the project based on the understanding that DOT will reimburse the City for the cost of engineering design services. Our goal is to submit preliminary Utility Agreement Plans to the City and DOT for review by 1/15/2013. Provided that the City and DOT can complete their review of the preliminary Utility Agreement Plans by 2/1/2013, DMP will address any review comments and finalize the Utility Agreement Plans by 3/1/2013.

After the Utility Agreement Plans are submitted, DMP will continue working on the Utility Construction Plans and Special Provisions and will have these ready by 6/1/2013.

V. ADDITIONAL SERVICES

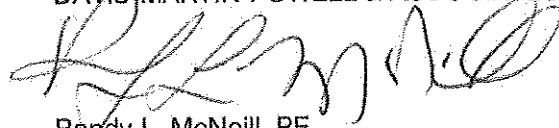
Additional services would be negotiated and agreed to in writing before providing these services. If any geotechnical investigations are required as part of the project, DOT may elect to undertake these services directly with their own consultant, or the City could retain DMP to manage the work of a geotechnical sub-consultant as an additional service.

DOT is currently assigning SUE investigations to on-call consultants through their Location & Surveys Unit as needed. DMP can perform additional SUE work as an additional service to provide any other discovered SUE needs in a very timely manner if necessary to avoid adversely impacting the final design completion schedule.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let us know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Attachment A – Standard Terms and Conditions

Attachment B – Standard Rate Schedule

Attachment C – Estimated Manhour and Fee Worksheets

Accepted: City of High Point, NC By: _____ Title: _____	Date: _____
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Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.
8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of Consultant.
9. **Limitation of Liability:** Consultant's liability to Client for any claim, loss or damage asserted by Client, its agents or employees, or any third party claiming through Client, arising out of an alleged breach of this Agreement or any other act, error or omission of Consultant, shall not exceed the greater of \$50,000.00 or the fees actually paid Consultant. If Client desires a higher limit of liability, the parties may agree to an increased fee to offset the increased limit of liability.
10. **Disclaimer of Consequential Damages:** In no event shall Consultant be liable to Client for any special, indirect, incidental or consequential loss or damages, including but not limited to lost profits and loss of use arising from or relating to the Services.
11. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. There are no intended third-party beneficiaries of this Agreement.
12. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

13. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.
14. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement or other representations by Consultant, its agents or employees shall be construed or interpreted as a guarantee of approval by any board or agency.
15. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
16. **Accrual of Actions:** As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of Consultant's final invoice for the Services.
17. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations.

Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

19. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
20. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests. Client acknowledges that it cannot be an additional named insured under any policy of insurance providing coverage for Professional Errors and Omissions.
21. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.
22. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"

STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Associate	\$150
Senior Project Manager.....	\$125
Project Manager	\$110
Project Engineer/Surveyor	\$ 95
Senior Technician.....	\$ 90
Technician I.....	\$ 80
Technician II	\$ 65
Technician III	\$ 50
Construction Manager.....	\$100
Senior Construction Representative	\$ 70
Construction Representative	\$ 60
3-Man Surveying Crew	\$130
Standard Surveying Crew.....	\$105
Administrative Assistant	\$ 50
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3.00
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, monuments, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%

Rev. July 2012

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

DESIGN - WATER AND SEWER RELOCATIONS					
Task 1 - Project Initiation and Set-up					
A. Meet with staff from the DOT Utilities Unit, review scope of roadway improvements, obtain digital Microstation files for roadway project, download files, set up & plot roadway plans. Meet with City of High Point staff to review the project.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
SUBTOTAL = \$					3,400
B. Set up Utility Construction Plans per DOT standards					
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
Engineering CAD Tech. II	40 hours	x	\$65 per hour	= \$	2,600
SUBTOTAL = \$					4,600
Task 2 - Design Relocations of Existing Water and Sewer Lines					
A. Analyze potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements using requested SUE data.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Project Engineer	24 hours	x	\$95 per hour	= \$	2,280
SUBTOTAL = \$					3,680
B. Design/Drafting of Utility Agreement Plans & Utility Construction Plans					
Associate	40 hours	x	\$175 per hour	= \$	7,000
Senior Project Manager	40 hours	x	\$125 per hour	= \$	5,000
Project Engineer	100 hours	x	\$95 per hour	= \$	9,500
Senior Technician	100 hours	x	\$90 per hour	= \$	9,000
Engineering CAD Tech. II	80 hours	x	\$65 per hour	= \$	5,200
SUBTOTAL = \$					35,700
Task 3 - Project Special Provisions					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Task 4 - Quantity Take-Off and QA/QC Review for DOT Bid Package					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	20 hours	x	\$95 per hour	= \$	1,900
SUBTOTAL = \$					4,300
Task 5 - Permit Applications					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	= \$	120
24"x36" Prints	100 sheets	x	\$2.00 per sheet	= \$	200
SUBTOTAL = \$					320
TOTAL ESTIMATED DESIGN FEE, WATER AND SEWER RELOCATIONS = \$					57,040

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

CONSTRUCTION ADMINISTRATION					
1. Attend Pre-Construction Meeting					
Senior Project Manager	6 hours	x	\$125 per hour	=	\$750
2. Review Shop Drawings and Submittals from Contractor					
Project Engineer	8 hours	x	\$95 per hour	=	\$760
3. Review and Respond to RFI's from Contractor					
Senior Project Manager	16 hours	x	\$125 per hour	=	\$2,000
Project Engineer	16 hours	x	\$95 per hour	=	\$1,520
SUBTOTAL =					\$3,520
4. Conduct Periodic Site Visits (12 total visits planned)					
Senior Project Manager	60 hours	x	\$125 per hour	=	\$7,500
5. Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	=	\$120
SUBTOTAL =					\$120
TOTAL ESTIMATED FEE, CONSTRUCTION ADMINISTRATION =					\$12,650

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211 South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required for the provision of Preliminary Utility Analysis Engineering Services for NCDOT Project U-3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in current funds. The City will compensate the *Consultant* for the work and Scope of Services described herein for the negotiated lump sum amount of \$ 26,500.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of Services will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Consultant has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments to this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____

President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



May 18, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
Proposed Engineering Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal for utility engineering services related to NCDOT Project U-3615B, which is the proposed widening of Skeet Club Road, beginning just west of Johnson Street and ending at Eastchester Drive.

I. Qualifications

Through our knowledge of High Point's water and sewer system and our years of experience in providing utility engineering services for NCDOT roadway projects, DMP is highly qualified to provide engineering services for this project. DMP has held consecutive On-Call Utility Engineering Design Contracts with the NCDOT Utilities Unit since 2000. Over the past 12 years, DMP has provided utility engineering services for twenty-four (24) NCDOT projects throughout the state, many similar in scope to the Skeet Club Road project. DMP performed engineering services for the following NCDOT projects involving water and/or sewer facilities owned by High Point:

- B-3652 – Main Street Bridge Replacement over Deep River in Jamestown
- U-2536C – High Point Intermediate Loop
- U-2702 – Surrett Drive Widening
- U-2717 – Kivett Drive Widening
- U-2913B – Guilford College Road Widening

On these projects, DMP worked closely with City staff and the NCDOT Utilities Unit to identify conflicts with existing water and sewer lines, analyze solutions, and identify betterment needs, such as upsizing existing water and sewer lines, and incorporating new water and sewer line extensions as part of the roadway projects.

We are accustomed to working with MicroStation files, and we are familiar with NCDOT standards relating to water and sewer improvements as part of roadway projects. Our knowledge and experience, technical capabilities, and relationships with staffs from both the City of High Point and the NCDOT Utilities Unit make DMP uniquely qualified to provide engineering services for this project.

II. Understanding of the Project

DMP has reviewed preliminary roadway plans for the project, and we offer the following comments pertaining to the City's water and sewer facilities:

- The 3.5-mile project corridor includes water and sewer lines throughout.
- An existing 12" D.I. water main extends the entire length of the project, and approximately sixty (60) potential storm drainage conflicts must be evaluated. Also, this existing water main must be relocated around the proposed bridge replacement over Oak Hollow Lake near Waterview Road.
- Approximately thirty (30) potential storm drainage conflicts involving other water lines extending from or crossing the 12" water main must also be evaluated.
- Several years ago, DMP designed the new Waterview Pump Station in anticipation of the Skeet Club Road widening project. The existing pump station was due for an upgrade, so it made sense to design a new station that would be located outside the limits of the planned roadway corridor. The new pump station was constructed outside the proposed construction corridor of the road widening project, and the existing pump station wet well, below-grade fiberglass pump station, and stand-by generator building were abandoned in place at that time. Demolition of the abandoned structures must be included as part of the road widening project.
- Approximately 5,300 LF of existing 10" force main remains in service that was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station took into consideration the eventual replacement and upsizing of this section of force main, from a 10" to a 16" force main. If the 10" force main was to remain in service, approximately thirty (30) potential storm drain conflicts and relocation at the proposed bridge over Oak Hollow Lake would be necessary. A route for the replacement 16" force main along the south side of the road must be designed to avoid conflicts with proposed roadway and storm drain improvements.
- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this new section force main was generally located outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way. At the time the force main extension was designed, plans were not available for that section of the proposed Skeet Club Road widening. Now that we have had a chance to review the preliminary roadway plans, it is evident that the road will be generally widened on the south side of the existing road and will be located on top of the 16" force main that was constructed as part of the Waterview Pump Station replacement. Approximately thirty (30) potential storm drainage conflicts must be evaluated along the 5,400 LF route of the existing 16" force main.
- Existing gravity sewers are located along the entire length of roadway widening project, and approximately seventy (70) potential storm drainage conflicts must be evaluated to determine if any of these sewer lines must be relocated.

III. Scope of Work

DMP typically provides utility engineering services for NCDOT projects in two phases, which are commonly referred to as the Analysis Phase and the Design Phase. The Analysis Phase includes detailed evaluation of potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements, and preparation of a Utility Analysis and Preliminary Routing (UAPR) report. The Design Phase includes engineering design and preparation of Utility Construction Plans and Project Special Provisions associated with proposed water/sewer line relocations and new water/sewer line extensions that are identified in the Analysis Phase. The scope of this initial engineering services proposal is limited to the Analysis Phase of the project.

The UAPR will include a sheet-by-sheet analysis of the roadway plans to identify potential conflicts between water/sewer lines and the planned roadway and storm drainage improvements. Each sheet analysis will include the following items:

- Color-coded half-size plan sheets with line identifiers used in the write-up of the UAPR for each sheet of the roadway plans.
- General description of all water and sewer lines on each sheet.
- Evaluation of potential conflicts between proposed storm drainage improvements and existing water lines or force mains. Approximately 110 potential conflicts must be evaluated.
- Evaluation of potential conflicts between proposed storm drainage improvements existing gravity sewer lines. Approximately 70 potential conflicts must be evaluated.
- Evaluation of potential routing options to relocate the existing water main and force main at the proposed bridge replacement over Oak Hollow Lake.
- Evaluation of potential routing options for replacement of the existing 10" force main, to be upsized to a new 16" force main.
- Evaluation of potential options for demolition of the previously abandoned Waterview Pump Station wet well, fiberglass below grade pump station, generator building, manholes, and gravity sewers.

IV. Compensation

As mentioned above, the scope of this proposal is limited to the Analysis Phase of the project. Based upon our review of the preliminary roadway plans, meetings with City and DOT staffs, and the anticipated manhours required to complete this phase of the project, DMP proposes to provide utility engineering services for the lump sum fee of \$26,500. A worksheet with a breakdown of the estimated manhours and cost for each task is attached for reference.

After the Analysis Phase is complete, the scope of work for the Design Phase can be developed, and a second proposal will be presented to the City outlining the engineering services and fees associated with the Design Phase.

V. Schedule

DMP can begin working on the Analysis Phase immediately upon receiving written authorization to proceed. The draft UAPR will be completed within 90 days of receiving the written authorization to proceed. If we are authorized to proceed by the first week of June, our goal would be to submit a draft UAPR to the City and the NCDOT Utilities Unit for review by August 31, 2012. We anticipate that the UAPR would be finalized within 30 days after receiving any review comments from the City and/or NCDOT.

We understand that NCDOT desires to have Utility Agreement Plans by the end of 2012. Utility Agreement Plans are preliminary Utility Construction Plans which are used as the basis for establishing the municipal agreement between the City and NCDOT. Final Utility Construction Plans and Project Special Provisions are typically due several months following submission of the Utility Agreement Plans. Completion dates and milestones for the Design Phase will be outlined in the Design Phase proposal.

VI. Additional Services

The engineering services for the Design Phase will be negotiated after the UAPR is completed and a detailed scope of design services is determined. If any subsurface utility engineering (SUE) investigations are required as part of the project, these would either be handled directly by the NCDOT Location & Surveys Unit, or DMP can perform this as an additional service.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let me know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Estimated Manhours and Fee Worksheet
Attachment A – Standard Terms and Conditions
Attachment B – Standard Rate Schedule

Accepted: City of High Point, NC	
By: _____	Date: _____
Title: _____	

City of High Point, NC
Skeet Club Road Widening - NCDOT Project U-3615B
Proposed Utility Engineering Services for
Water and Sewer System Analysis and Preparation of UAPR
Estimated Breakdown of Manhours and Fee by Task

Analysis Phase					
Task 1 - Preliminary planning and project set-up					
A. Meet with DOT staff, review scope of roadway improvements and obtain pertinent Microstation files for roadway project, download files, set up data and plot roadway plans.					
Sr. Associate	8 hours	x	\$ 175 per hour	=	\$1,400
Sr. Project Manager	24 hours	x	\$ 120 per hour	=	\$2,880
B. Meet with City staff, review scope of water, sewer, and force mains along roadway, obtain as-builts for comparison with roadway plans.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Subtotal, Task 1 =					\$5,940
Task 2 - Evaluate potential storm drainage conflicts at approximately 110 locations on water lines or force mains.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	40 hours	x	\$ 95 per hour	=	\$3,800
Subtotal, Task 2 =					\$5,460
Task 3 - Evaluate potential storm drainage conflicts at approximately 70 locations on gravity sewer lines.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	12 hours	x	\$ 120 per hour	=	\$1,440
Project Engineer	60 hours	x	\$ 95 per hour	=	\$5,700
Subtotal, Task 3 =					\$7,840
Task 4 - Evaluate routing options to relocate water main and force main at the bridge widening.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 4 =					\$2,420
Task 5 - Evaluate routing options for replacement of 10" force main with 16" force main.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 5 =					\$2,420
Task 6 - Evaluate demolition options for previously abandoned pump station, wet well, building, and manholes.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 6 =					\$2,420
Total Estimated Fee for Preparation of UAPR (Tasks 1 - 6) =					\$26,500

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in

Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Consultant.
9. **Waiver:** In addition, Client agrees, to the maximum extent permitted by law, to waive any claims against Consultant arising out of the performance of these Services except for the sole negligence or willful misconduct of Consultant.
10. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

11. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

12. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.

13. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by reputable members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement shall be construed or interpreted as a guarantee of approval by any board or agency.

14. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

15. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

16. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations. Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and

property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

17. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.

18. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests.

19. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.

20. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"
STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Senior Electrical/Structural Engineer	\$125
Associate.....	\$150
Senior Project Manager.....	\$120
Project Manager.....	\$110
Electrical or Structural Engineer.....	\$110
Project Engineer/Surveyor	\$95
Engineering/Surveying Technician I.....	\$80
Engineering/Surveying Technician II	\$65
Engineering/Surveying Technician III.....	\$50
Construction Manager.....	\$100
Senior Construction Representative.....	\$70
Construction Representative	\$60
3-Man Surveying Crew	\$130
2-Man Surveying Crew	\$105
Robotics or Single Unit GPS.....	\$25
GPS Equipment – Three Unit System.....	\$55
Senior Administrative Assistant.....	\$55
Administrative Assistant	\$45
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%
Iron Pipes	\$1.50
Wood Stakes, Wire Flags, or Nails	\$0.50
Long Wood Stakes.....	\$1

Rev. January, 2009

UTILITY CONSTRUCTION PRELIMINARY ENGINEERING AGREEMENT

NORTH CAROLINA STATE HIGHWAY PROJECT NO. U-3615B

WBS ELEMENT: 34962.2.3

TRANSPORTATION IMPROVEMENT PROGRAM NO. U-3615B

COUNTY Guilford

This agreement made this ____ day of _____, 2012, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and the City of High Point hereinafter referred to as the COMPANY:

W I T N E S S E T H:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

The City has received permission from the NCDOT to allow Davis Martin Powell to perform the Utility Engineering Services for the Skeet Club Widening project.

Davis Martin Powell will provide the Analysis Phase and Engineering Design of the water, sanitary sewer, and force main sewer mains for Skeet Club Rd.

known as route 1820 in Guilford County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 34962.2.3 and,

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of preliminary engineering, all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

X BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to a NCDOT pre-approved firm who submitted a proposal that conforms with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation of proposals and qualifications.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 1st day of December, 2013.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

X Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.

____ Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.

____ Other (Specify) _____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. X Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

b. ____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

c. ____ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate if (a), (b), or (c) is applicable:

a. X That the preliminary engineering is for the adjustments of existing facilities in conflict with said project.

b. ____ That the preliminary engineering involves COMPANY'S request for new facilities in addition to adjustments of existing facilities in conflict with said project.

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY is estimated to be ----- \$ 96,190.00

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY. ----- \$ _____

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be ----- \$ _____
(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

11. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the State Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

12. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

13. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

**IN WITNESS WHEREOF, the parties hereby have affixed their names by
their duly authorized officers the day and year first above written.**

DEPARTMENT OF TRANSPORTATION

BY: _____
ASST. STATE UTILITY AGENT

ATTEST OR WITNESS

(TITLE)

(NAME OF COMPANY)

BY: _____

TITLE: _____

PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 23, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Carson Lomax and Ms. Martha Shepherd.

City of High Point

Street Abandonment Case 12-11

A request by the Technical Review Committee to abandon an unimproved portion of the western terminus of Brookdale Avenue.

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

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

The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 12-11 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 12-11
October 23, 2012**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandon the unimproved portion of the western terminus of Brookdale Avenue.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Brookdale Avenue	Local street	40(+/-) ft. right-of-way; 26 ft. curb & gutter

Adjacent Property Zoning and Current Land Use		
North	Residential Single-Family 12 (RS-12)	Single-family dwelling
East	Residential Single-Family 12 (RS-12)	Single-family dwelling
South	Residential Single-Family 12 (RS-12)	Single-family dwelling
West	Public and Institutional (PI)	Oak Hollow Lake

Analysis

The City of High Point Technical Review Committee (TRC) is proposing to abandon the unimproved portion of the terminus of the Brookdale Avenue right-of-way. This portion of the right-of-way is approximately 110 feet in length, is presently well vegetated, and slopes steeply away from the end of the improved roadway toward the edge of Oak Hollow Lake.

There are two existing homes that have frontage on this portion of the Brookdale Avenue right-of-way. Both of these houses have driveway connections to the improved portion of Brookdale Avenue, and access to their property will not be affected by this proposal. Both of these houses are located on corner lots, also having frontage on Innwood Street.

An easement must be retained in the abandoned right-of-way for an existing sanitary sewer line.

Findings

The Technical Review Committee reviewed this request on October 14, 2009, and did not identify any concerns related to abandonment of the right-of-way.

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

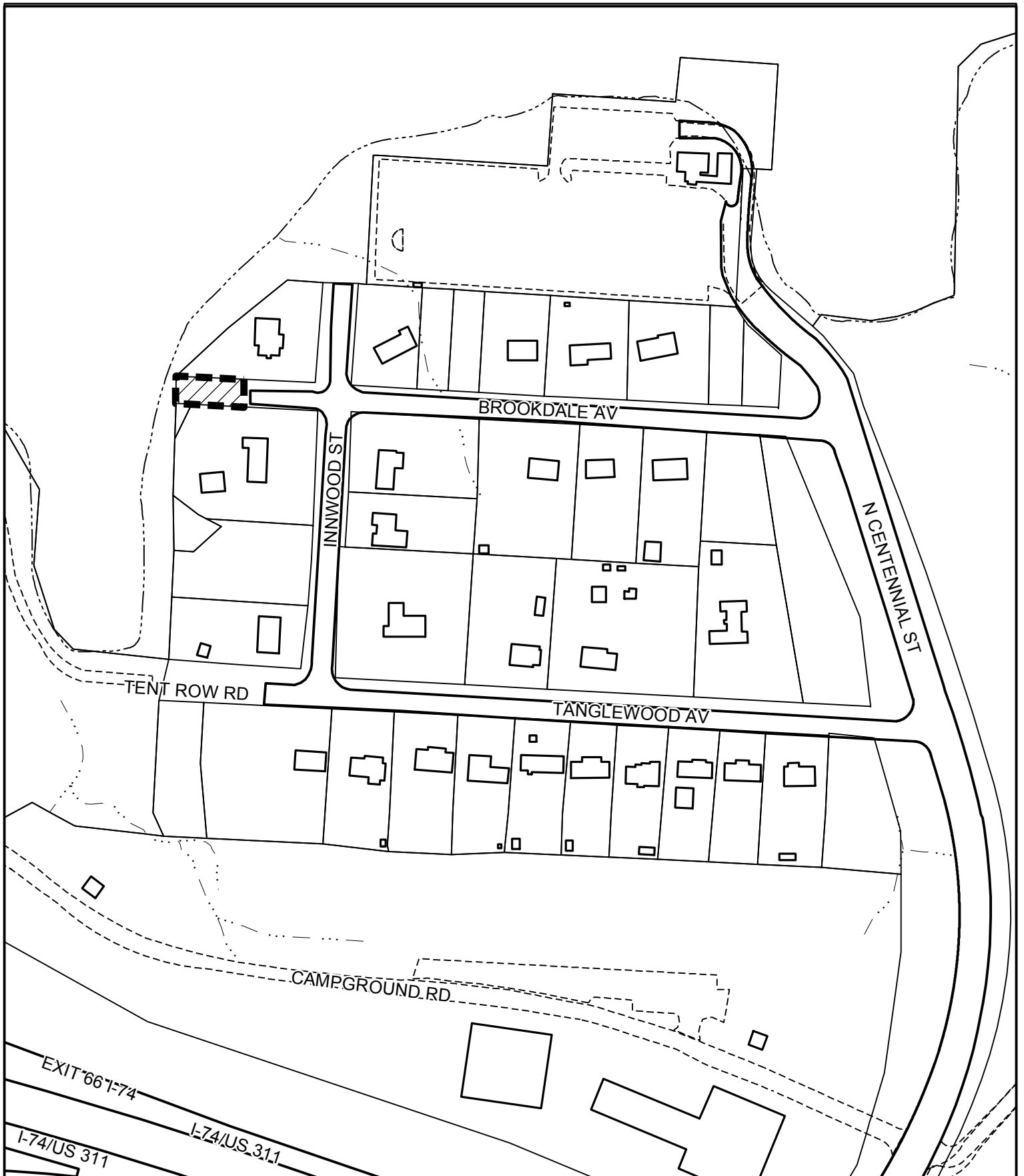
Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 30-foot sanitary sewer easement centered on the

existing 8-inch outfall. This recommendation is based on preliminary findings that the abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA12-11

Applicant: City of High Point

Area: 0.112 acre



Location of street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: October 9, 2012



Scale: 1"=200'

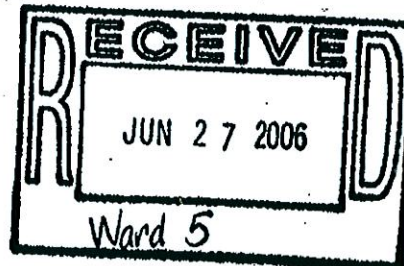
y:/ba-pz/2012/pz/sa12-11.mxd

Looking west toward the terminus of the roadway improvements for Brookdale Avenue



STREET ABANDONMENT REQUEST SA12-11



**Application for Appointment
To Boards and Commissions**

Please TYPE or PRINT the information requested on this application. You may attach additional pages and / or your resume if you wish. All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name OGBURN M. "OZZIE" HOUGH, JR.

Street Address 3428 IMPERIAL DR.

City, State, Zip HIGH POINT, N.C. 27265

Employer RETIRED

Business Address N/A

Phone: home 336-869-4918 work _____ fax 336-869-6575

Email OGBURNJR@TIAO.RR.COM

Do you live inside the corporate limits of High Point? yes If not, do you live within High Point's extraterritorial zoning jurisdiction? _____

Please list (in order of preference) the boards and commissions on which you would be willing to serve

1. PLANNING & ZONING COMMISSION
2. HIGH POINT ECONOMIC DEVELOPMENT CORP.
3. PARKS & RECREATION COMMISSION

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application. FORTY-ONE YEARS IN THE BANKING INDUSTRY

SPECIALIZING IN COMMERCIAL LENDING TO INCLUDE RESIDENTIAL AND COMMERCIAL DEVELOPMENT FUNDING.

Leadership - High Point - 2001

High Point City Information Program - 2005

RETURN TO:

City Clerk, City of High Point, P. O. Box 230, High Point, NC 27261 • 211 S. Hamilton Street
Phone: 336-883-3536 • Fax: 336-883-3052

BK: R 7581

PG: 2158-2162

RECORDED

03-20-2014

10:50:04 AM

BY: SHEIKA WASHINGTON

ASSISTANT-HP



2014012725

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1274/12-75

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 17th DAY OF DECEMBER, 2012 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

5su
WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) the unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street.

Street Abandonment Case 12-10

Abandonment of the unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street, described as follows:

West Side of Pendleton Street Cul-de-sac

Change of Right of Way to a uniform 60 feet at New Tract A Plat Book 183 Page 12

Beginning at a point on the west right of way of North Pendleton Street, the same being the southern terminal point of curve C3 on a plat recorded with the Guilford County Register of Deeds in Plat Book 183 Page 12, and said point there in described as NIP, thence northerly along the existing right of way of North Pendleton Street with curve C3 an arc length of 62.24 feet (radius 100 foot) to the northern terminal point of curve C3, which is also the southern terminal point of curve C2, and designated as NIP. Thence continuing with the existing west right of way of North Pendleton Street along curve C2 an arc length 99.75 feet (radius 60.00 foot) to the northern terminal point of curve C2 which is designated as NIP, thence S 35° 40' 05" W an undetermined distance along the new west right of way line of North Pendleton Street to the point of beginning. (For curve data, see the curve data table on the reference plat).

East Side of North Pendleton Street Cul-de-sac

Change of Right of Way to a uniform 60 feet at "TRACT 6" Plat Book 132 Page 121

Beginning at a point on the East right of way of North Pendleton Street, and that point being a property corner of Mannington Mills on Tract 6 of PB 132 Pg 121 and being the southern terminal point of curve C10 of the same plat, thence N 35° 40' 05" E an undetermined distance to the intersection of this course with the existing right of way of the cul-de-sac somewhere on curve C23 (this course to be the new right of way line at the cul-de-sac), thence with curve C23 southerly along the existing right of way to the southern terminal point of curve C23, thence with curve C10, which continues with the existing right of way, to the point of beginning.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 19th day of November, 2012, at 4:45 p.m. setting the 17th day of December, 2013 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning November 23 & 30, 2012 and December 7 & 14, 2012; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to the permanently abandon (close) the unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street.

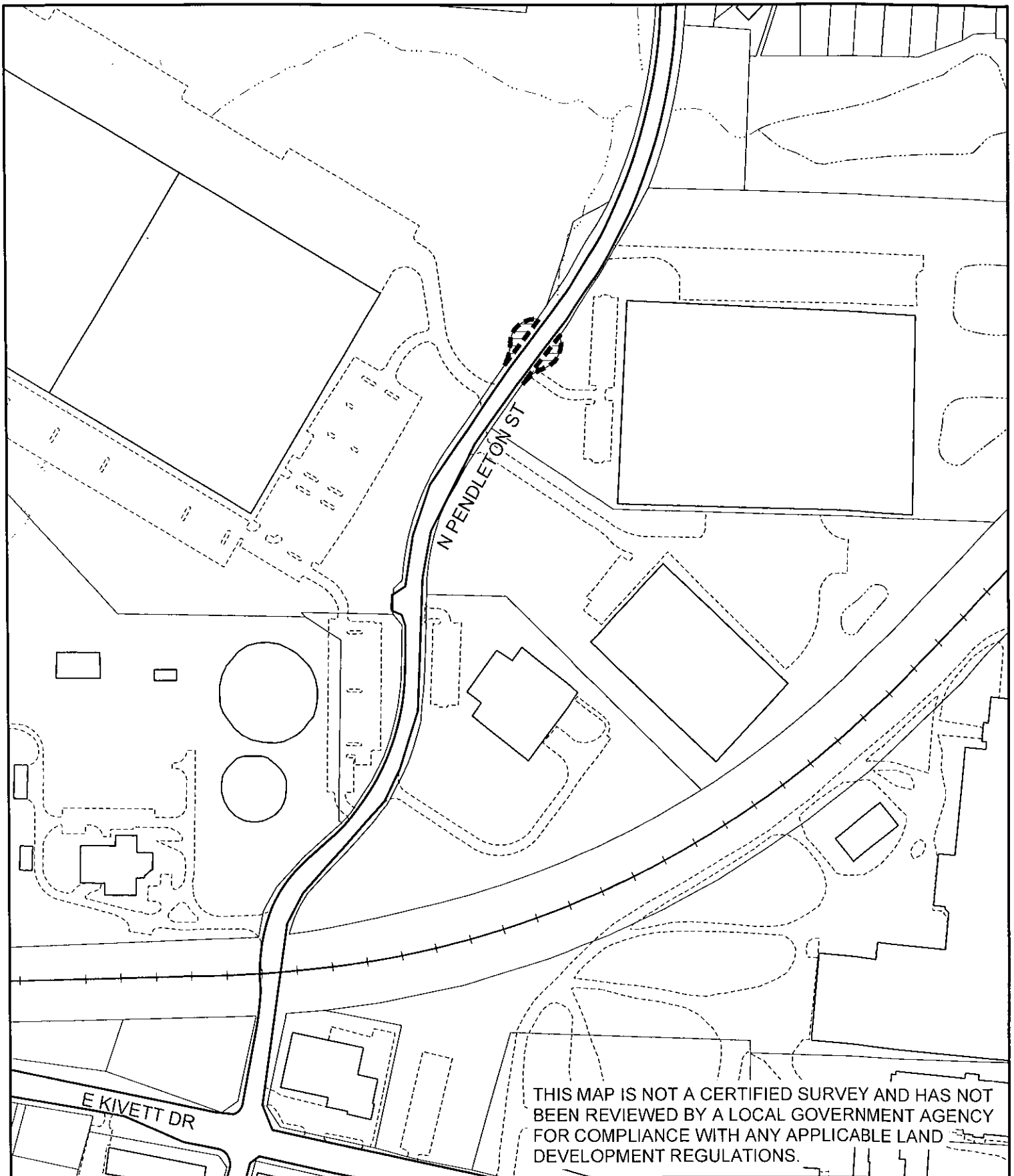
WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right of way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That all of the excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street, be closed pursuant to North Carolina G.S. 160A-299; and

2. That the City of High Point shall retain a 20-foot wide electric utility easement, along the western side of the former cul-de-sac, centered over electric line; and
3. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 17th day of December, 2012
Lisa B. Vierling, City Clerk



STREET ABANDONMENT REQUEST SA12-10

Applicant: City of High Point

Area: 0.105 acre



Location of street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: February 25, 2013



Scale: 1"=300'

G:\Planning\Secure\ba-pz/
2012\pz\sa12-10.mxd

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 Resolution adopted by the City Council in official Session on December 17, 2012 and upon approval by City Council will be recorded in Book 87 of the Official Minute Books and Resolution Book XVII of this City, under my care, custody and control. As of this date, action to adopt said Resolution 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 25th day of February, 2014.



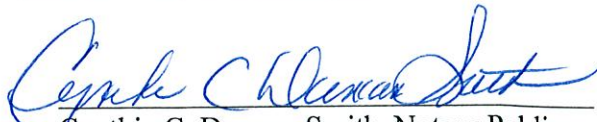
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, 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 25th day of February, 2014.

CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC



Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2015

12-17-2012 CC
#120327

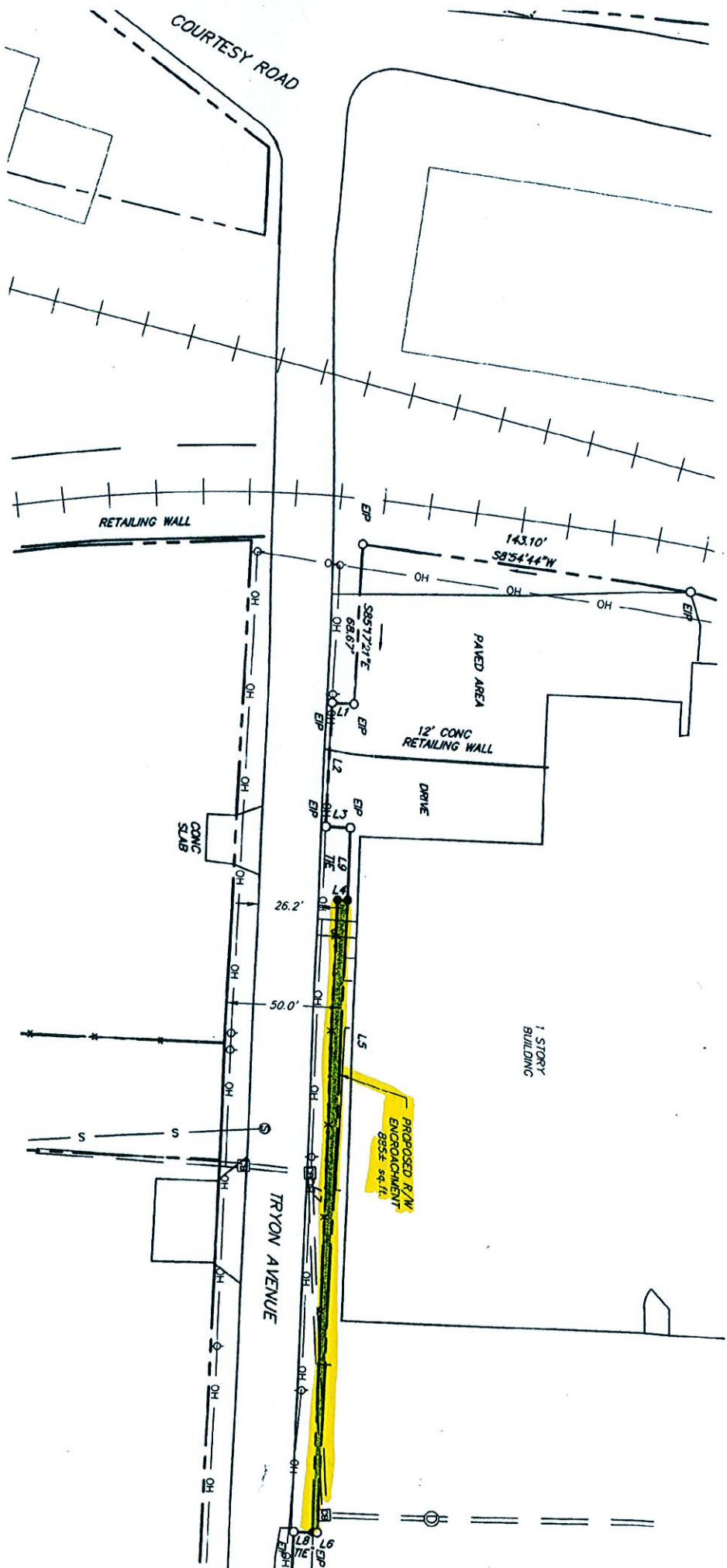


EXHIBIT PLAT F
THOMAS BUILT BUS
SHOWING PROPOSED
ENCROACHMENT ACK
TRYON AVE
HIGH POINT, NORTH C.

**NOTICE OF APPROVED AMENDMENT
TO THE CODE OF ORDINANCES
OF THE CITY OF HIGH POINT, NORTH CAROLINA**

TEXT AMENDMENT: 12-04

Ordinance # – 6968/12-84

APPLICANT: City of High Point
(City Manager's Office)

AN ORDINANCE AMENDING TITLE 9 OF THE CODE OF ORDINANCES, PURSUANT TO SECTION 9-3-15, TEXT AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on December 11, 2012, and before the City Council on December 17, 2012, regarding **Text Amendment 12-04**;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on December 2, 2012 for the Planning and Zoning Commission public hearing and December 5, 2012 and December 12, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, this amendment was adopted by the City Council of the City of High Point on **December 17, 2012**.

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

SECTION 1.

Section 9-4-12(e)(4), entitled *Canopy Projections*, is hereby amended to read as follows:

(4) Canopy Projections:

- a. Freestanding canopies such as those used by gas stations and convenience stores may be located in the street setback provided that no equipment or part of a canopy is located closer than fifteen (15) feet to a street right-of-way line.
- b. **A canopy, attached to a principal building and open on three sides, located in the Shopping Center (SC) district, may encroach into the required local street setback provided that no part of the canopy is closer than ten (10) feet to the street right-of-way line,**

and provided that the encroachment will not result in an obstruction of safe line of sight or cause other traffic hazards for motorists or pedestrians.

SECTION 2.

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

SECTION 3.

All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon adoption.

Adopted By City Council,
The 17th day of December, 2012
Lisa B. Vierling, City Clerk



MEMORANDUM

Date: December 12, 2012

To: Pat Pate, Asst. City Manager

From: Terry Houk, Asst. Director of Public Services (TLH)

Re: Agenda Item

I respectfully request that the following be included for consideration on the next Council Agenda:

Acceptance of low bid submitted by Shannon Chemical Corporation for
Corrosion Inhibitor for the Ward Water Treatment Plant

This product is used to protect the pipes in the distribution system and to prevent lead and copper from being released

Public Services is recommending that the following bid be accepted:

<u>Chemical</u>	<u>Company</u>	<u>Amount</u>
Corrosion Inhibitor	Shannon Chemical Corporation	\$111,291.60

Funding for this contract will come from 621758-526103.

Cc: W. Chris Thompson
Jeff Moore
Patty Sykes
Tracey Adams
Robert Pickett
File



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **12-17-12**

BID NO.: **14-120512**

CONTRACT NO.:

DATE OPENED: **Dec 5, 2012**

DESCRIPTION:

Corrosion Inhibitor for the Ward Water Plant.

PURPOSE:

This product is used to protect the pipes in the distribution system for corrosion and to help keep lead and copper from leaching into the system.

COMMENTS:

RECOMMEND AWARD TO: **Shannon Chemical Corp**

AMOUNT: **\$111,291.60**

JUSTIFICATION:

Low Bid

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621758	526103		Chemicals	\$111,291.60
TOTAL BUDGETED AMOUNT				\$111,291.60

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: 2012.12.11 09:19:47 -0500

DATE: **Dec 10, 2012**

The Purchasing Division concurs with recommendation submitted by the **Public Services Dept.** and recommends award to the lowest responsible, responsive bidder **Shannon Chemical Corp** in the amount of \$ **111,291.60**.

PURCHASING MANAGER: **Patricia H. Sykes**

Digitally signed by Patricia H. Sykes
DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing
Division, email=patricia.sykes@highpointnc.gov, c=US
Date: 2012.12.11 09:57:37 -0500

DATE: **Dec 10, 2012**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Jeffrey Moore**

20120614-210213

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Finance & Investment
Banking, email=jeffrey.moore@highpointnc.gov, c=US
Date: 2012.12.11 10:10:47 -0500

DATE: **Dec 11, 2012**

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=City Manager,
email=strib.boynton@highpointnc.gov, c=US
Date: 2012.12.12 09:00:29 -0500

DATE: **Dec 12, 2012**

Bidders List

Bid Number 14-120512

Corrosion Inhibitor

Date: December 5, 2012 @ 2:00 P.M.

<u>BIDDERS</u>	<u>UNIT COST</u> <u>PER TON</u>	<u>TOTAL</u> <u>Estimated 140 Tons</u>
Shannon Chemical Corporation P.O. Box 376 Malvern, PA 19355 dcflynn@shannonchem.com	\$ 794.94	\$ 111,291.60
Brenntag Southeast, Inc. 2 hci Boulevard Greensboro, NC 27409 smcwhorter@brenntag.com	\$ 850.00	\$ 117,600.00
Univar USA Inc. 5 Steel Road East Morrisville, PA 19067 Linda.campbell@univarusa.com	\$ 966.00	\$ 135,240.00
Dabco Chemical, Inc. 907 Morrall Dr. N. Myrtle Beach, SC 29582 dborchelt@sc.rr.com	\$ 1,050.00	\$ 147,000.00
GEO Specialty Chemicals 9213 Arch Street Pike Little Rock, AR 72206 Brenda.owens@geosc.com	NO BID	NO BID
Thatcher Chemical of Florida P.O. Box 489 Deland, FL 32721-0489 Gary.loughmiller@tchem.com	NO BID	NO BID
Sterling Water Technologies LLC P.O. Box 602 Columbia, TN 38402-0602 sales@sterlingwatertech.com	NO BID	NO BID
SAL Chemical 3036 Birch Drive Weirton, WV 26062 orders@salchem.com	NO BID	NO BID

COMBINED MEETING

December 3, 2012

4:45 P.M.

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present.

Mayor Rebecca Smothers, Council Member Latimer Alexander (At-Large), Council Member Britt Moore (At-Large), Council Member Bernita Sims (Ward 1), Council Member Foster Douglas (Ward 2), Council Member Michael Pugh (Ward 3), Mayor Pro Tem Christopher Whitley (Ward 5), and Council Member James Corey (Ward 6)

Council Member A.B. Henley (Ward 4) was absent.

Mayor Smothers offered the invocation; the Pledge of Allegiance followed.

PRESENTATION OF ITEMS

FINANCE COMMITTEE - *Chaired by Council Member Alexander.*
Committee Members Whitley, Smothers, Corey

120311 Contract - Microsoft Enterprise Enrollment Agreement

Council is requested to authorize staff to enter into an agreement with Dell for the purchase of Microsoft products used by the City. This is a three-year contract with an annual cost of \$156,706.50.

Attachments: [Enterprise Agmt - Microsoft Products.pdf](#)

Chairman Alexander asked if there were any questions regarding this matter. Council Member Douglas asked if there was anyone from staff present to answer questions and wanted to know if this would result in a cost savings for the city. Glenn Hasteadt explained the city would not have to purchase operating systems with any of the computers and upgrades would also be included. He further explained that this would manage all of the city's licensure and would not be just for desktops, but for the servers moving forward as well. Council Member Douglas noted his concern was to make sure nothing was being duplicated.

Authorized staff to enter into an agreement with Dell for the purchase of Microsoft products used by the City (a 3-year contract with an annual cost of \$156,706.50).

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Henley was absent]

120312 Supplemental Agreement - NCDOT - Intersection and Railroad Crossing Improvements

Council is requested to authorize staff to execute a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for intersection and railroad crossing improvements on Hoskins Street at Gordon Street/Washington Street.

Attachments: [Municipal Agmt - Hoskins St Improvements.pdf](#)

Council Member Douglas inquired as to if the agreement has been fulfilled. Mark McDonald, Director of Transportation, confirmed that the work has been done and the agreement actually expired around the end of 2011 prompting the need to extend the agreement with NCDOT so the City could get reimbursed for the funds for that work.

Authorized staff to execute a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for intersection and railroad crossing improvements on Hoskins Street at Gordon Street/Washington Street.

A motion was made by Council Member Alexander, seconded by Council Member Douglas, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Henley was absent]

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Chaired by Council Member Sims
Committee Members Alexander, Douglas, Corey

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE - Chaired by Mayor Pro Tem Whitley
Committee Members Sims, Henley, Moore

ANY OTHER NEW BUSINESS

120313 Boards & Commissions - Reappointment - Planning & Zoning Commission - Cynthia Davis

Council Member Pugh is requesting that Council consider the reappointment of Cynthia Davis to the Planning and Zoning Commission as the Ward 3 representative. Appointment would be effective immediately and will expire July 1, 2015.

Denied the reappointment of Cynthia Davis to the Planning and Zoning Commission as the Ward 3 representative.

A motion was made by Council Member Pugh, seconded by Council Member Douglas, that this matter be approved. The motion failed by the following 2-6 vote:

Aye (2): Council Member Douglas, and Council Member Pugh
Nay (6): Mayor Smothers, Council Member Alexander, Council Member Moore, Council Member Sims, Mayor Pro Tem Whitley, and Council Member Corey
Absent: Council Member Henley

120315 CONSIDERATION OF A RESOLUTION HONORING THE AFRICAN-AMERICAN CASUALTIES OF WORLD WAR I AND WORLD WAR II

Outgoing Council Member Mike Pugh asked Council to consider a Resolution Honoring the African-American Casualties of World War I and World War II.

Attachments: [Honoring African-American Casualties of WW I and WW II](#)

Council Member Pugh stepped down from the dais to the podium. He distributed copies of a Resolution of the High Point City Council Honoring the African-American Casualties of World War I and World War II and proceeded to read the Resolution into the record. The Resolution resolved that the African-American casualties of World War I and World War II be honored with a plaque bearing a gold star for each soldier who paid the ultimate sacrifice. That the said plaque be placed in a prominent location in the Council Chambers and bear an inscription in their honor. That passage of this resolution by the sitting City Council acknowledges the injustice to the families of those who gave their lives for this great Nation.

Council Member Pugh took his seat on the dais after reading the Resolution into the record.

Council Member Pugh moved to suspend the rules so this Resolution could be added to tonight's agenda for consideration. Council Member Sims made a second to the motion to suspend the rules. The motion carried unanimously.

Adopted the Resolution of the High Point City Council Honoring the African-American Casualties of World War I and World War II.

A motion was made by Council Member Pugh, seconded by Council Member Sims, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Henley was absent]

**Resolution No. 1270/12-71
Introduced 12/3/2012; Adopted 12/3/2012
Resolution Book, Volume XVII, Page 120**

COMMENTS BY OUTGOING COUNCIL MEMBERS

Council Member Whitley: *I wanted to start by thanking the voters of Ward 5 for allowing me to serve for the past nine years. It's been my pleasure. I hope it has been theirs. To the manager and to the staff, it's been an enjoyment serving with you guys. I still think the City of High Point has some of the best staff in the State of North Carolina. I think given how we had weathered through the tough economy, that's proof that we are....that we've got. I think we've got a genuine staff that's interested in what goes on in the city and how to maintain the spending. I don't really have much more to say than that. I've enjoyed it.*

Mayor Smothers: *Well, your contributions have been great and it's been a privilege to serve with you.*

Mayor Pro Tem Whitley: *As with the rest of the members of Council and with you for two times.*

Council Member Pugh: *Madam Mayor, I have an issue that I wanted to bring before Council and I was going to do it during the public address as a citizen, but I can go ahead and do it. We'd have to suspend the rules to pass it. It's a resolution I would like to present to Council.*

Mayor Smothers: *Well, perhaps, we can go ahead and let the rest of the Council Members finish their comments.*

Council Member Pugh: *I thought you were looking for something to fill the time.*

Mayor Smothers: *Well, I was just starting with the Mayor Pro Tem. Mr. Alexander....*

Council Member Alexander: *Thank you very much, Madam Mayor. It has truly been an honor to serve as a City Councilman. I do thank the voters and all the citizens of High Point. They have honored me with their calls and their questions. It has been a very exciting time for me and I told someone tonight that I was excited tonight-as excited as I was the first night. So, it's been very right for me. Mr. Manager, you have been long-suffering and patient with me. I do thank you so much. I can only imagine your excitement at some of the earlier e-mails I sent to you. They were long and I had no idea what I was doing, but you and my fellow Council Members helped me learn what municipal service is and helped me understand where my place was and I thank you for that patience that you extended me. Pat and Randy, I thank you. And our professional department heads for everything that you've done. All of you have been wonderful to help me understand many of the things that were brought before us and you were patient with me and answered lots of questions and helped me to learn the job that I'm doing. I'm sorry Mary Lou Blakeney is not here tonight. I did wear my pin-striped suit just for her. The other day, the manager and I were riding to Raleigh and I told him that Ron Wilkins had been on my mind. I have served with lots of wonderful individuals here at the dais and others who have been elected previously. Ron was always one that had his heart in the right place. He loved everyone and he wanted good things for everyone and I think a lot of Ron. I thank very much my council members. Chris, it's been an honor to serve with you. You've been a mentor and a friend. Bernita, I have to tell all of you, because many of you may not know it. Bernita and I are twins. We got on Council at exactly the same time and we have had a parallel track. I have been honored to nominate here for the board at the National League of Cities and she honored me by nominating me for President of the North Carolina League of Municipalities and it has been a true honor and privilege to serve with a wonderful woman like you. I do thank all of my other council members. I didn't serve with you quite as long, but it has been a wonderful day. We did some wonderful things and did some good work and along the way, we had some grins and giggles and I thank you very much for those grins and giggles. They made it all worthwhile. The many death-by-powerpoints that we suffered through. The fun that we've had together and the fellowship that we've had together has been something that I will cherish and always remember. I want to thank our media, the Enterprise, the News and Record and The Rhino have always been fair to us and especially fair to me. I do thank you for being present here at all of our meetings and helping us as we tell our story and being fair. When we blundered and stumbled, you broke your pencil lead and you resumed once we re-engaged our mouth. So I thank you very much for that. You've been great to work with and I do look forward in the future to finding a place to serve the citizens of High Point and I thank you all for the opportunity.*

Mayor Smothers: *Thank you, Latimer. It's been a pleasure to serve with you and I don't know if anyone who has devoted more time and effort to understanding issues and presenting them in a way that was both gentlemanly and understandable-even when we disagreed. I will have to tell this tale on him. I was not on Council when Latimer was elected and his twin, Bernita. But, the former Mayor Koonce did tell me when I came into office in 2003 that Latimer was still amazed at how the city had gotten along without him for so many years.... [laughter]because he was still trying to get it all straight. So, Mr. Bencini, we won't ask you to testify to that. At any rate, it truly has been a pleasure.*

Mr. Pugh, I believe you would be next in the numerical order.

Council Member Pugh: *Oh my gosh, what would I say? It's like when I was laying in the hospital and I didn't know if I was going to live or die. I was having a heart problem and I looked at my wife and I said, "It's been a hoot, slim" and she said, "what?" And I said, "It's been a hoot, slim!" So to you, "It's been a hoot, slim." I've been called names that I had to get my dictionary out and look up and if it gets bigger than mayonnaise, you know I'm*

in trouble. But “pugnacious” was one I got the other day I think from Paul over there and that I would argue. Sure, I’ll argue if I think something’s wrong. I’m going to argue. I have watched a lot of TV. I saw Mighty Mouse. I saw the Lone Ranger. I saw all those guys—all those action heroes that would fight for rights. So that’s why. I’m not a mean guy. I’ve got a big heart and just because I get a little.....at times, argumentative, because I feel like I’m right, I think that puts me in some good company. I like Mighty Mouse and the Lone Ranger and Batman and those action heroes. So, anyway, I’ll just leave it like that. I won’t come to my modern day heroes, but we’ll leave it like that. Again, “It’s been a hoot, slim.”

Mayor Smothers: *Well, I’m sure there are those that will say that you are my modern day hero, so you carry on that tradition. And, you know, yeah you’ve been argumentative—but you know what, so have the rest of us. So, I’m particularly proud, though, that we’ve been able to get through many of those moments of tension and we carry on the next day and I think that’s a real testament to the character of the people that are here. I just don’t know what I’m going to do without you, Mike, because I’m afraid Cindy will quit buying caffeine-free Diet Pepsi because you and I are the only two that drink them.*

Council Member Pugh: *Well, one of my heroes....he said, “I’ll be back.” So I’ll close with that. [laughter]*

Council Member Douglas: *The Terminator?*

Mayor Smothers: *Well it was also General Davis MacArthur who put it in a little bit of a loftier way, “I shall return.” So you can pick your hero. Mr. Corey.*

Council Member Corey: *Well, Mayor....I’ve been very quiet around here. I would say it’s a great honor and a distinct pleasure to serve the citizens of Ward 6 in particular and the citizens of High Point in general as a representative on the City Council. And I also wish the incoming Council every bit of success and good luck—lots of good luck. I’d like to very briefly explain why you’re going to need a lot of luck. In 2000, a team of economists identified the United States Economy as a “bubble economy” and they accurately predicted the bursting of the bubbles of the .com, real estate and financial institution bubbles. And now they’re predicting that we’re going to see two more bubbles burst in this country and these are going to affect every part of our country, every state in our country, every little locality in our country and every citizen in this country. And these two bubbles are: the National debt bubble and the dollar bubble. From the year 2000-2008, the National debt went up on average of \$335 billion per year, but it got worse. In the year 2008, the deficit went up \$1.8 trillion and in the year 2009, it went up \$2.5 trillion and in 2011, it went up \$2.3 trillion. In three years, the National debt went up, basically, \$5.71 trillion or five times on average what it went up the years 2000-2008. Simply put....and it’s also predicting that by the end of the second administration of President Obama, our National debt will be over \$20 trillion. This amount of debt cannot be sustained by this country and what this debt is doing is eroding the confidence in the U.S. dollar, but if that we’re enough...the Federal Reserve has had the printing press rolling, printing out dollars. The Federal Reserve has doubled the supply of U.S. dollars in less than two years. Now, if the economy was booming, we would say, well we need more dollars for the economy. But, unfortunately, the economy has been stale and the pumping out of all this new money into the economy is another factor eroding the confidence and viability of the dollar. This team of economists predicts that the national debt bubble and the dollar bubble are going to burst somewhere in the next two to three years. When these two bubbles burst and these two bubbles are going to be far worse than the other three—the real estate, financial institution, and .com are going to be far worse than these bubbles. Basically, what is going to be the fact of the bursting of these two bubbles? We’re going to see the value of the dollar and the purchasing power of the dollar go down and we’re going to see inflation take off like a rocket. That’s what we’re*

facing as a nation. So, when I say and when I wish the new Council, good luck-that's exactly what I mean. You're going to be in the hot seat while all this is going on. The economy is going down the tubes and unfortunately we're all being fooled by this so-called financial cliff. The financial cliff is a little piece of this. It's really not the main culprit. The main culprit is we're spending far too much money than what we take in and our dollar is sinking, slowly but surely in value. And that is not a good sign. So I wish the new council all the luck in the world.

Mayor Smothers: *You know now why he is Dr. Corey and is our professor-because he does give us analyses from time-to-time and as I told him earlier, I'm going to miss his graphs because he'll put it in a graph in a minute. So it's been a pleasure serving with you, Jim.*

PUBLIC COMMENT PERIOD - 5:15 P.M.

Prior to opening the floor for public comments, Mayor Smothers acknowledged the following elected officials present in the Council Chambers:

- Bill Bencini (who was just elected as the Vice-Chair on the Guilford County Board of Commissioners)
- Jay Wagner (who was recently elected by the citizens to represent Ward 4 on the High Point City Council)
- Jason Ewing (who was recently elected by the citizens to represent Ward 6 on the High Point City Council)
- Jeffrey Golden (who was recently elected by the citizens to represent Ward 1 on the High Point City Council)

ANNOUNCEMENT- NEW EXECUTIVE DIRECTOR FOR NATIONAL LEAGUE OF CITIES (NLC)

Council Member Sims announced that the National League of Cities recently hired a new executive director, Clarence Anthony.

At this time, Mayor Smothers opened the floor for those desiring to address Council during the Public Comment Period and asked those speaking to please summarize their comments in three minutes.

Todd Smith, 8839 Boylston Road, Colfax, addressed Council and reiterated his concerns about the planned development (350 South Holding) that was considered by the Council at their last meeting. He felt it was important that the newly elected Council understand there are many citizens that have grave concerns about the haphazard manner with which the sitting Council has approved going forward with considering this development. He also felt it was important to note that on November 13th, the Planning & Zoning Commission voted 6-2 against recommending the development and, yet, the sitting Council voted in favor of it. He felt it was unbelievable how Council could expect conscientious citizens to serve on a Planning & Zoning Commission and then ignore their recommendations that he felt were based on very good reasons. He also felt if Council does go forward with the development, that the associated Development Agreement should be modified significantly from the current one which is 22 pages in length. He recommended an agreement with no less than 322 page for a development of this size.

Mr. Smith also reiterated his concerns voiced at the November 19th City Council meeting and felt it was a major conflict of interest for the same attorney representing D. H. Griffin in this matter to also be representing the City of High Point in filing a lawsuit against Davidson County in a zoning issue. He pointed out that The Rhinoceros Times newspaper

confirmed that Mr. Terrell has been working with the City on a Special Use Permit with Davidson County.

Susan Koger, 1902 Eastchester Drive, High Point, addressed Council regarding her objections to the 350 South Holding development. She noted that her step-father owns property at 611 Lakedale Drive in Colfax right beside where this development is proposed. She questioned the location of the road going into the development and the use. She felt because it is owned by Mr. D. H. Griffin, it would be a junk yard on the property which would lower property values in that area. She suggested Council concentrate on bringing businesses into areas like Uptowne High Point instead of going further outside the boundaries.

Mayor Smothers informed Ms. Koger that the list of uses have been outlined for development of this property and assured her that junkyards are not on that list.

Bridgett Dawson, 501 Southridge Road, Jamestown, addressed Council regarding an incident involving her unfair treatment by a police officer during a recent accident investigation. She explained that her 18-year-old daughter was recently in a car accident and called her dad to come to the scene. Both she and her husband, Jermaine Dawson, came to their daughter's aide, but when she got to the scene, the police officer accused her of interfering with the investigation and explained that the officer got rough with her and threw her up against the car, twisted her arm behind her back, pulled out his hand-cuffs and said he was going to take her to jail. She noted her husband tried to calm the officer down in an attempt to diffuse the situation.

Council Member Pugh pointed out that Mrs. Dawson is a pastor of a local church in High Point and it was also noted that her husband, Jermaine Dawson, is currently serving on the Citizens Advisory Committee and he is an Elder in the church as well.

Mayor Smothers informed Mrs. Dawson that she did report the incident and it is currently under investigation. City Manager Strib Boynton pointed out the Professional Standards Division is investigating the complaint and once completed, a report would be forwarded to both him and Police Chief Marty Sumner.

Mrs. Dawson informed Council that she was standing before them tonight, not for herself, but the fact that she is 35 years old with no police record and she was just trying to raise awareness to the mistreatment and she did not want it swept up under the rug. Council Member Douglas questioned Mrs. Dawson about how the incident made her feel and Mrs. Dawson felt it belittled her and she wondered about how others are being treated when they don't have someone there to be a witness to the incident. Council Member Douglas pointed out there have been other similar situations in the past involving incidents with the police and he felt the checks and balances that were in place did not appear to be working. He described this officer's behavior as very unprofessional, unbecoming for the conduct of an officer.

Mrs. Dawson also expressed concerns and felt she was not treated fairly while she was trying to file the complaint either. Mayor Smothers asked when staff anticipates completion of the report. Mr. Boynton noted he would ask Chief Sumner to get it done as quickly as possible.

Jimmy Morgan, 8625 Bull Road, Colfax, shared some photographs of injuries his black lab, Bo, sustained two weeks ago due to an attack by a pack of coyotes in their back yard. He cautioned Council about the reality that continuing to develop forested lands, watershed lands without leaving adequate green space and wildlife corridors and habitats, would

continue to drive the wild animals in neighborhoods and back yards. [the photographs will be attached in Exhibit Book Volume X, Page 65]

Mr. Morgan also felt it was regrettable that the Council did not see fit to reappoint Cynthia Davis to the Planning & Zoning Commission. He noted she has certainly done a great job, has served High Point well and he hoped Council would see fit to reappoint her.

Brian Hannon, 8514 Blackstone Drive, Colfax, also wanted to voice his objections to the 350 South Holding development project and blasted Council for not listening to the Planning & Zoning Commission's recommendation. He wanted the present Council and the future Council to be aware that they are citizens and they deserve the right to be heard. He asked Council to listen to their concerns.

Tim Carter, 746 Quail Meadow Lane, Colfax, cautioned Council about bringing a lot of industry in without the infrastructure and mentioned the challenges with Skeet Club Road due to the development that has taken place.

Mayor Smothers asked if there was anyone else to speak. There being none, she declared the public comment period closed.

PRESENTATION OF RESOLUTIONS/PLAQUES TO OUTGOING COUNCIL MEMBERS

Mayor Smothers presented Resolutions of Appreciation to outgoing Council Members Chris Whitley, Latimer Alexander and Mike Pugh. She noted one was also prepared for outgoing Council Member A. B. Henley and it would be sent to him since he was not present tonight.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

120314 Approval of the following minutes:

- Finance Committee Meeting held Monday, November 5th @ 3:30 p.m.
- Combined Meeting held Monday, November 19th @ 4:45/5:30 p.m.
- Planning, Econ Dev & IT Committee meeting held Tuesday, November 20th @ 9:00 a.m.

Approved the preceding minutes.

A motion was made by Council Member Alexander, seconded by Council Member Moore, that this Miscellaneous Item be approved. The motion PASSED by an 8-0 unanimous vote.

BOARDS AND COMMISSIONS VACANCY REPORT

120229 Boards and Commissions - Vacancies

Attached is the current list of vacancies for all Boards and Commissions.

Attachments: [term expirations 2012 December 3 2012 packet \(2\).pdf](#)

This information is attached for informational purposes only.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 5:50 p.m.

Mayor Smothers invited those present to attend the Swearing-In Ceremony for the newly elected Mayor and City Council to be held at 6:00 p.m. in the High Point Theatre. [a copy of the program and signed oaths will be attached to these minutes]

Respectfully Submitted,

Rebecca R. Smothers, Mayor

Attest:

Lisa B. Vierling, MMC
High Point City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On November 13, 2012, a public hearing was held before the Planning and Zoning Commission regarding the requests described below, all members of the Commission were present. These cases were continued to December 11, 2012, when the public hearing was concluded with all members present except for Mr. Andrew Putnam and Ms. Martha Shepherd.

S. Lowell Easter

Land Use Plan Amendment Case 12-07

A request by S. Lowell Easter to change the Land Use Map designation for approximately 80.5 acres from Local Convenience Commercial and Restricted Industrial to Mixed Use Development. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

AND

S. Lowell Easter

Zoning Case 12-13

A request by S. Lowell Easter to rezone approximately 80.5 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District and Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Mixed (PDM) District. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

Ms. Heidi H. Galanti, Planning Services Administrator presented Land Use Plan Amendment Case 12-07 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-13 and recommended approval as outlined in the staff report.

Summary of November 13, 2012 Public Hearing

The applicant's representative, attorney Charles Melvin, 300 N. Greene Street, Greensboro, NC spoke in favor and provided an overview of the proposal.

Speaking in opposition to the request were Mr. Jeff Benson, 1001 W. 4th Street, Winston Salem, NC, Mr. Richard Valitutto, 4043 Piedmont Parkway, High Point, NC and Mr. Charlie Elliott, Elliott & Company Appraisers, 1501 Highwoods Blvd Suite 106 Greensboro, NC. The speakers represented the New Breed facility at 4043 Piedmont Parkway that abuts the southern boundary of the zoning site. They expressed concern with the allowance of multifamily uses on the southern portion of the site next to Empire Street, and their established business. They voiced concern with potential additional traffic on Empire Street from multifamily dwelling units.

The Commission members had several questions for Mr. Melvin, Mr. Benson and Mr. Valitutto. Afterward they asked if the two sides had any objection to postponing the cases for one month to allow the parties to meet and to resolve the concerns. No objections were noted, and the requests were continued to the next Planning & Zoning Commission meeting.

Summary of December 11, 2012 Public Hearing

The applicant's representative Charles Melvin provided an overview of the meeting they had with the abutting property owner. He noted that the applicant agreed to amend his application in a manner that mutually addresses their objectives and the abutting property owner concerns. This amendment consisted of removing the GO-H District option that allows multifamily uses on the southern portion of the zoning site. Mr. Melvin also submitted an amendment to the transportation conditions, which came at the request of the Transportation Department.

Mr. Benson also addressed the Commission to note that based on the amendment offered by the applicant, his client is withdrawing their objections and supports the request.

No one spoke in opposition to the request.

At their December 11, 2012 public hearing the Planning and Zoning Commission recommended 1) **approval** of Land Use Plan Amendment Case 12-07 by a vote of 5-0; and 2) **approval** of Zoning Case 12-13, as amended by the applicant, by a vote of 5-0.

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

**STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-07, AND ZONING CASE 12-13
December 12, 2012
(Revised)**

Requests		
Applicant: S. Lowell Easter	Owner: SDL Johnson City LLC and SL Wendover LLC	
LUPA Proposal: To change the future land use designation for approximately 80 acres.	From:	Local Convenience Commercial Restricted Industrial
	To:	Mixed Use Development
Zoning Proposal: To rezone approximately 80 acres.	From:	CU-PDM Conditional Use Planned Unit Development Mixed District
	To:	PDM Planned Unit Development Mixed District

Site Information		
Location:	The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.	
Tax Parcel Numbers:	Plan Amendment	Zoning Request
	0207810 thru 0207821 (12 parcels)	Same
Site Acreage:	Plan Amendment	Zoning Request
	Approximately 80 acres	Same
Current Land Use:	Plan Amendment	Zoning Request
	Undeveloped parcels, vacant single family detached dwellings and convenience store with gas pumps	Same
Physical Characteristics:	The site has a gentle to moderately sloping terrain. A perennial stream runs along the eastern boundary of the site and a separate perennial stream bisects the middle of the site. The site's steeper terrains are along the banks of these streams and along the eastern portions of the site. FEMA maps note that floodways, and 100 and 500-year floodplain areas parallel these streams. Along the north portion of the site, (Tract A & C) a 68-foot wide Duke Power easement with transmission towers and a 70-foot wide Colonial Gas pipeline easement bisect the site. Along the southern portion of the site, (Tract B), a 50-foot wide Plantation Gas Pipeline easement bisects the site.	
Water and Sewer Proximity:	A 12-inch, 16-inch, and 8-inch City water line lies adjacent to the site along Regency Drive, Eastchester Drive, and Empire Street respectively. An 8-inch City sewer line lies adjacent to the site along Regency Drive and Piedmont Parkway, and a 15-inch sewer line runs along the stream corridor that bisects the northern and southern portions of the site.	

General Drainage and Watershed:	The site is subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24% or more of the site.
Overlay District(s):	Eastchester Scenic Corridor Overlay District Airport Overlay District – Zone 4

Adjacent Property Zoning and Current Land Use			
North:	CU-HB	Conditional Use Highway Business District	Hotel, medical center, and child daycare facility.
South:	CU-LI	Conditional Use Light Industrial District	Office and light industrial uses
East:	CU-LI	Conditional Use Light Industrial District	Office and light industrial uses
West:	CU-LB	Conditional Use Limited Business	Vacant single family dwellings, hotel and convenience store with gas pumps
	CU-HB	Conditional Use Highway Business	
	CU-LI	Conditional Use Light Industrial (<i>Guilford County</i>)	
	AG	Agricultural District (<i>Guilford County</i>)	

Adjacent Land Use Designations	
North:	Local/Convenience Commercial
South:	Restricted Industrial
East:	Recreation/Open Space
West:	Local/Convenience Commercial AND Restricted Industrial

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	Local/Convenience Commercial: This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods. Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	Mixed Use Development: This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	<u>GOAL 1:</u> Preserve and enhance High Point's most important natural and cultural resources. Obj. #1A: Preserve and link open space where opportunities exist and leverage them as community and economic assets. Obj. #1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes.

	Obj. #1C: Protect the city’s water supply through compatible use and design innovations, and minimizing the disturbance of land. <u>GOAL 3</u>: Create more mixed-use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live, work and play in one location. Obj. #3D: Include high-density residential development as a component of existing and new mixed use areas for the purpose of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic. Obj. #3E: Apply development standards to ensure that mixed-use areas are human scaled, pedestrian friendly, and physically integrated through mixed-use buildings and buildings that front onto streets rather than large parking lots that separate buildings and their uses. Obj.#3F: Encourage mixed use centers as an alternative to “strip commercial” corridors that would use land inefficiently, generate unnecessary traffic, and create traffic congestion and safety challenges because of frequent driveways and their associated turning movements.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment; Goal #3: Provide a wide range of housing opportunities for families of all income levels; Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #1. Encourage the preservation of existing trees along the City’s gateway corridors and within street rights-of-way and areas of forest cover; Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development; Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas; Obj. #8. Stimulate more efficient use of the City’s land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations; Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan(s): <i>Eastchester Drive</i>	The Eastchester plan recommendations: Construct parallel service roads as adjoining property is developed to maintain safe and efficient traffic flow;

Corridor Plan – Phase III Update	• Encourage well-planned large-scale development with minimum development size of 5 acres for industrial development • Provide deceleration lanes as per City policy • Adhere to higher standards of development along this gateway corridor • Limit commercial uses to major intersections
Zoning History:	A similar zoning request was approved on the site in 2007 (Zoning Case 07-07). This previous zoning approval established the current CU-PDM District zoning on the site with HB District uses on the northern portion of the site and LI District uses on the southern portion of the site.
LUPA History:	LUPA 07-01: An identical request was considered in 2007, but it was withdrawn by the applicant when they opted not to include residential in their proposal.

Transportation Information					
Adjacent Streets:	Name		Classification		Approx. Frontage
	Regency Drive		Collector Street		1,050 ft.
	Eastchester Drive		Major Thoroughfare		2,480 ft.
	Empire Street		Local Street		60 ft.
Vehicular Access:	The northern portion of the site will take its access from the existing access points on Regency Drive and Eastchester Drive. Access to the southern portion of the site will be as outlined in the Conditional Zoning Ordinance.				
Traffic Counts: (Average Daily Trips)	Eastchester Drive			26,000 ADT (2011, 24 hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed apartments will generate approximately 1,915 trips/day, 158 trips (entering & exiting) in the AM peak hour and 193 trips (entering & exiting) in the PM peak hour.				
Traffic Impact Analysis:	Required			Comment	
		<u>Yes</u> X		<u>No</u>	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: (Fall 2012)	Maximum Design Capacity:	Mobile Classrooms:	Projected Additional Students:
Colfax Elementary	705	763	7	315 - 318
Southwest Middle	1,131	888	10	163 - 165
Southwest High	1,401	1,545	11	144 - 146
Remarks:	The above noted school impacts were based on a 48-acre multifamily development at a density of 26 units per acre. At the December 11, 2012, public hearing the applicant amended their application to reduce the multifamily area to approximately 16 acres. Thus, the above noted school impact will be significantly less than initially anticipated.			

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed “floating districts” by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested an updated Planned Unit Development-Mixed (PDM) District, which is required to contain at least twenty contiguous acres under unified ownership or control and it’s intended to accommodate uses permitted in residential, office, commercial and light industrial zoning districts. The dimensional standards of the Ordinance are waived in a PDM District, except within 150 feet of the perimeter site where the scale and setback of structures shall be in harmony with development on adjacent lands. In addition, no commercial or industrial uses are permitted within 150 feet of the perimeter of the PUD District unless the adjacent City zoning permits the same or similar uses.

A PUD is an optional form of land development designed to permit land uses that are planned for and controlled by a master plan called a PUD Master Plan. The main advantage of a PUD zoning is the design flexibility afforded it through the Development Ordinance. Specific development standards pertaining to density, size, location and arrangement of buildings, lot dimensions, and landscaping are set aside by the Ordinance. In their place, the general development standards for PUDs, found in Section 9-4-3(a)(3), and the site-specific development standards approved in the Conditional Zoning Ordinance and the PUD Master Plan govern the land uses permitted on the site and the manner in which they may develop.

Details of Proposal

1. General Overview:

The applicant has submitted this land use plan amendment and zoning application to obtain approval to expand development options for this site. The current Land Use Map designation and zoning limits uses to commercial/retail and light industrial. The applicant’s request would allow an option for multifamily dwellings to be developed on the eastern portion of the site adjacent to the public open space.

2. Summary of Land Use Plan Amendment Request:

This request is to amend the Land Use Plan from Local/Convenience Commercial and Restricted Industrial to Mixed Use Development to allow for commercial, high density residential and light industrial uses on an approximately 80-acre tract adjacent to Piedmont Centre.

3. Summary of Zoning Request:

The zoning site is divided and constrained by two physical features: 1) A perennial stream (East Fork of the Deep River) along the eastern boundary that physically separates these 80 acres from the Business/Industrial Park uses to the east; and, 2) A perennial stream running from west to east through the middle of the site, dividing the 80 acres into a northern and southern section. The current zoning uses this natural division as a boundary for allowing different uses. The northern portion of the site permits HB District uses and the southern portion permits LI District uses. Due to location of flood zones and environmental sensitive areas near the public open space along the northeastern boundary of the site, the applicant has requested a PUD rezoning to allow the option of pursuing multifamily residential uses on the northeastern half of the site. The proposed changes are as follows:

	Existing PDM Zoning	Proposed PDM Zoning
Northern Area	Tract A (25.7 acres) Allows HB District uses.	New Tract A (9.6 acres abutting Eastchester Dr) HB District uses New Tract C (16.1 acres) HB District uses; or multifamily uses
Southern Area	Tract B (54.8 acres) Allows LI District uses.	No changes to Tract B Allows LI District uses.

As outlined in the table above, the primary change between the current zoning and this new application is an option for multifamily uses on the northeastern portion of the site, lying north of the stream. All conditions of the previous CU-PDM District are being transferred into this new PDM District. The only new conditions are those which set development standards for the multifamily options.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance and shall give consideration to the following specific PUD Findings and Conditional Zoning Review Factors in its review and discussion of any PUD application.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments:

PUD Findings:

Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:

<u>Finding#1</u>	That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan; <u>Staff Comments:</u> The applicant has offered a condition that the entire site, not just the initial Eastchester Drive frontage, meet the higher standards of the Eastchester Scenic Corridor Overlay District, including the corridor's architectural criteria. This will assist in development being of a higher standard, will provide for a unified review of the site, and will help insure a cohesive and higher quality development.
<u>Finding#2</u>	That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design; <u>Staff Comments:</u> ❖ The proposal to assemble these large tracts for a single planned development rather than the development of multiple separate and non-integrated developments will generally: ➤ More easily provide for the interconnection of roadway and pedestrian access systems that may produce less concentrated traffic impact and

	reduce traffic bottle necks on surrounding roads; ➤ Provide more opportunity for coordinating pedestrian access; ➤ Allow for mixture of uses at a higher intensity while providing open space and maintaining compatibility with surrounding area; and ➤ Facilitate long range planning for the future development of this area and overall transportation strategy in this area.
<u>Finding#3</u>	That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and; <i>Staff Comments:</i> Any of the various tracts in this request could be developed individually and not in a unified fashion. By bringing the entire area in as one planned development, it ensures there will be a unified cohesive development in regards to architectural design, coordination of vehicular access and providing for the interconnectivity of vehicular circulation between tracts.
<u>Finding#4</u>	That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City. <i>Staff Comments:</i> ❖ Subject to adoption of the corresponding Land Use Plan Amendment application that has been submitted for Mixed Use Land Use designation, the request will be in compliance with the Land Use Plan. ❖ Commercial and industrial uses are still proposed along the Eastchester Drive frontage. Due to location of the East Fork of the Deep River, greenway and the flood zones areas to the east, multifamily uses will be 200 to 300 feet from non-residential structures lying east of the river. The proposal to allow high-density multifamily development, up to 26 units per acre, will not be incompatible with, or hinder development of surrounding properties. There is no evidence that the proposal will substantially injure adjacent properties.

Consistency with Adopted Plans:

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

Staff Comments:

- ❖ The conditions provided are appropriate for this location and they are consistent with the goals and objectives of the Community Growth Vision Statement, the Land Use Plan, and the Eastchester Drive Corridor Plan Phase III Update through the uses of architectural design standards, pedestrian access to the greenway, vehicular access, and street connections.
- ❖ While the Land Use Plan currently calls for this area to be Local/Convenience Commercial on the northern end and Restricted Industrial on the southern end, there are written policies that support the request for mixed development in both the Land Use Plan and the Community Growth Vision Statement.

Review Factors:

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

<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> ❖ By bringing the entire area in as one planned development, it significantly increases the potential to have a unified cohesive development, which will assist in establishing compatibility and harmony with the adjoining Piedmont Centre development. ❖ Objective #3 of the land use plan speaks to providing opportunities for housing at appropriate locations convenient to employment, shopping and service areas. As restricted within the proposed conditions, the layouts and allowable uses within the various tracts are consistent with surrounding area.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	<u>Staff Comments:</u> Staff has not identified any evidence that the addition of multifamily uses, as a development option, for a portion of the land area associated with this PUD will adversely impact the ability of adjacent property owners to have reasonable use of their property. The applicant has offered transportation related conditions pertaining to right-of-way dedication, roadway improvements and vehicular access & interconnectivity. These conditions in conjunction with the overall master planning of this development will mitigate traffic congestion; facilitate turning movements and traffic flow not only for this proposed development but also for the surrounding area.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	<u>Staff Comments:</u> ❖ The site is subject to stream buffer requirements of the Development Ordinance and water supply watershed regulations of the City Lake General Watershed Area. ❖ The West Fork of the Deep River runs along the eastern boundary of the site, FEMA maps note that floodways, and 100 & 500-year floodplain areas parallel this stream. Allowing multifamily use next to these environmentally sensitive areas will require less land disturbance and grading, and allows development to work with the natural terrain of the property.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and services. The proposed development has no known impacts on municipal services.

<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> This review factor has been addressed above in the in the PUD Findings.

Changes in the Area:

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

Staff Comments:

There have been no significant changes in the development pattern of this area.

Development Patterns:

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

Staff Comments:

The Community Growth Vision Statement, which is the “umbrella” policy document for all planning documents, encourages the pairing of high density housing to jobs and services for the purposes of utilizing land efficiently, pairing people with convenient goods and services, and to minimize traffic congestion. The Land Use Plan encourages the provision of a wide range of housing opportunities at appropriate locations convenient to employment, shopping and service areas for a more efficient use of land at appropriate locations. This request is adjacent to Piedmont Centre which offers many jobs, but lacks housing. It is also just east of the NC68/Clinard Farms Road Focal Area, which is an area that is expected to evolve into an area for office, commercial and services, but it will not be able to accommodate any housing because it is in the Airport Overlay Zone 2 which prohibits new housing. It is important to offer housing near these employment centers so as to allow people to live close to work and therefore reduce traffic and commute times and this area is one of the few if not the last within this area that can accommodate housing.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant’s request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-0, the requested amended PDM District is consistent with adopted plans, 2) the stream and its associated flood zones areas along the northeastern boundary of the site provides between 600 to 800 feet of separation between any potential multifamily uses and industrial uses within the Piedmont Centre Development, this will ensure compatibility with existing development pattern in the area, 3) conditions offered by the applicant along with layout depicted on the PUD Master Plan will insure the request will be in harmony with the area; and 4) proposed addition of multifamily as a development option on the northeastern portion of the site is generally supported by objective #3 and 8 of the Land Use Plan which speaks to providing opportunities for housing at appropriate locations convenient to employment centers and encouraging in-fill, mixed-use development and higher residential densities at appropriate locations.

Recommendation

1. Land Use Plan Amendment Case 12-07:

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation for approximately 80 acres to the Mixed Use Development classification. The request meets the goals and objectives of the Community Growth Vision Statement, the Land Use Plan and the Eastchester Corridor Plan and it will be in harmony with the land use pattern of the surrounding area.

2. Zoning Case 12-13:

Staff Recommends Approval

Subject to approval of LUPA 12-04, the request will be in conformance with adopted plans. As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses and promote the higher standards envisioned for a PUD development. The Planning & Development Department recommends approval of the request to rezone this 80.5 acre parcel to the PDM District.

Required Action

Planning and Zoning Commission:

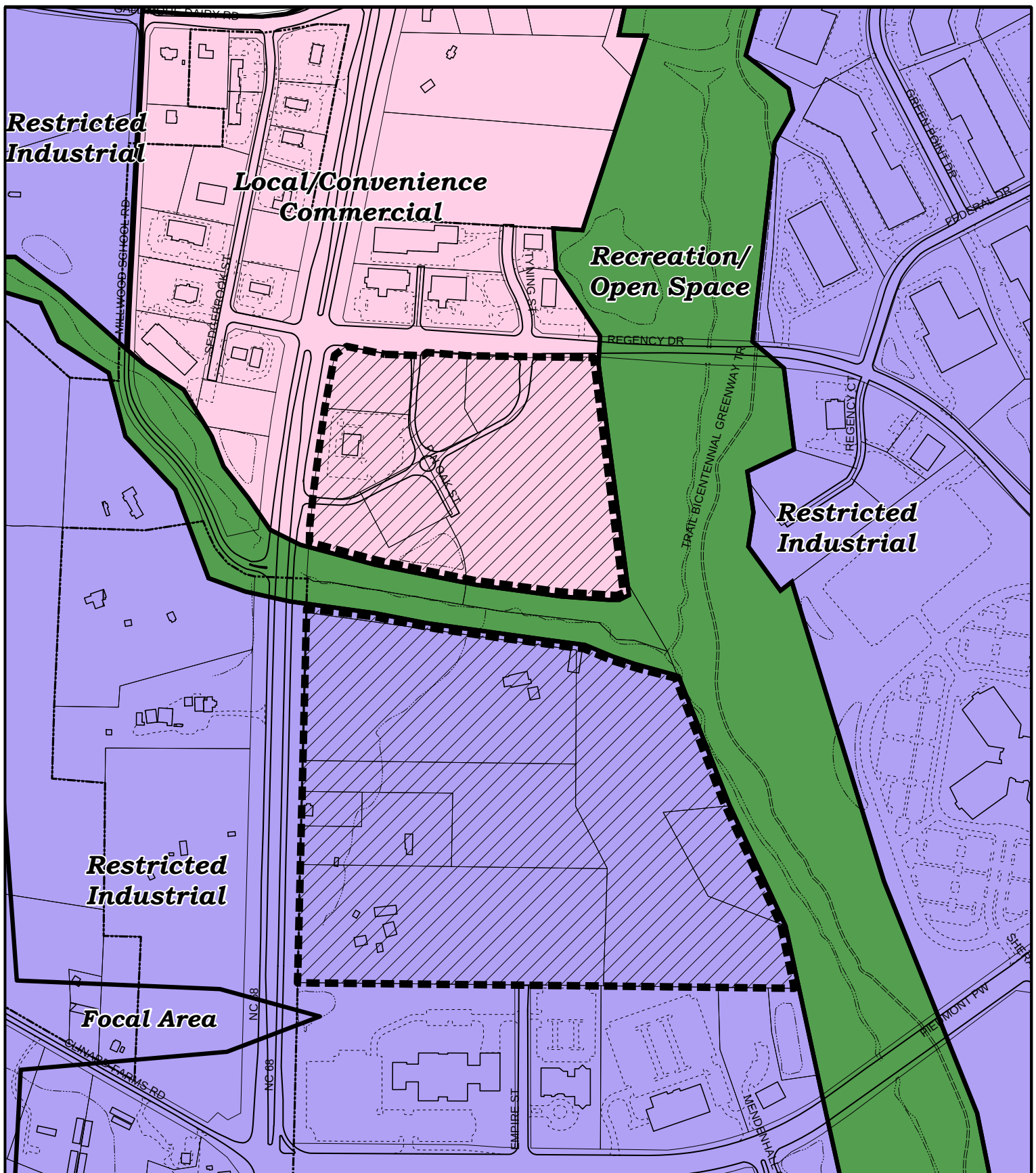
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



LAND USE PLAN AMENDMENT 12-07

**Request: From: Local Convenience/Commercial and
Restricted Industrial
To: Mixed Use Development**

**Planning & Development
Department**

City of High Point

Date: October 31, 2012

N



Scale: 1"=500'

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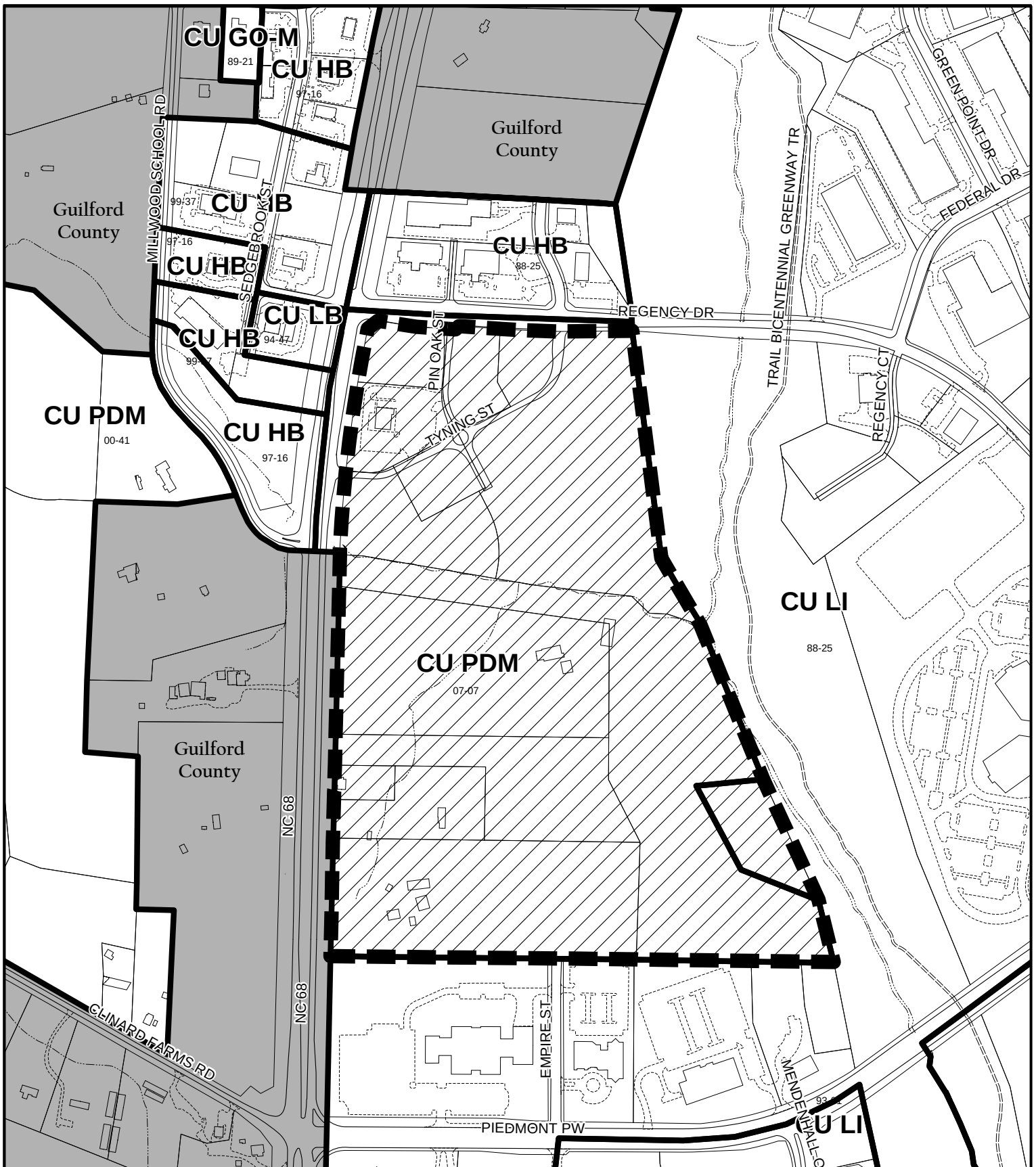
Existing Land Use Plan
Subject Property Boundary



Land Use Focal Area



ZONING CASE 12-13



ZONING CASE 12-13

From: Conditional Use Planned Unit Development-Mixed & Conditional Use Light Industrial

To: Planned Unit Development-Mixed

Existing Zoning Boundary

Subject Property Boundary



**Planning & Development
Department**

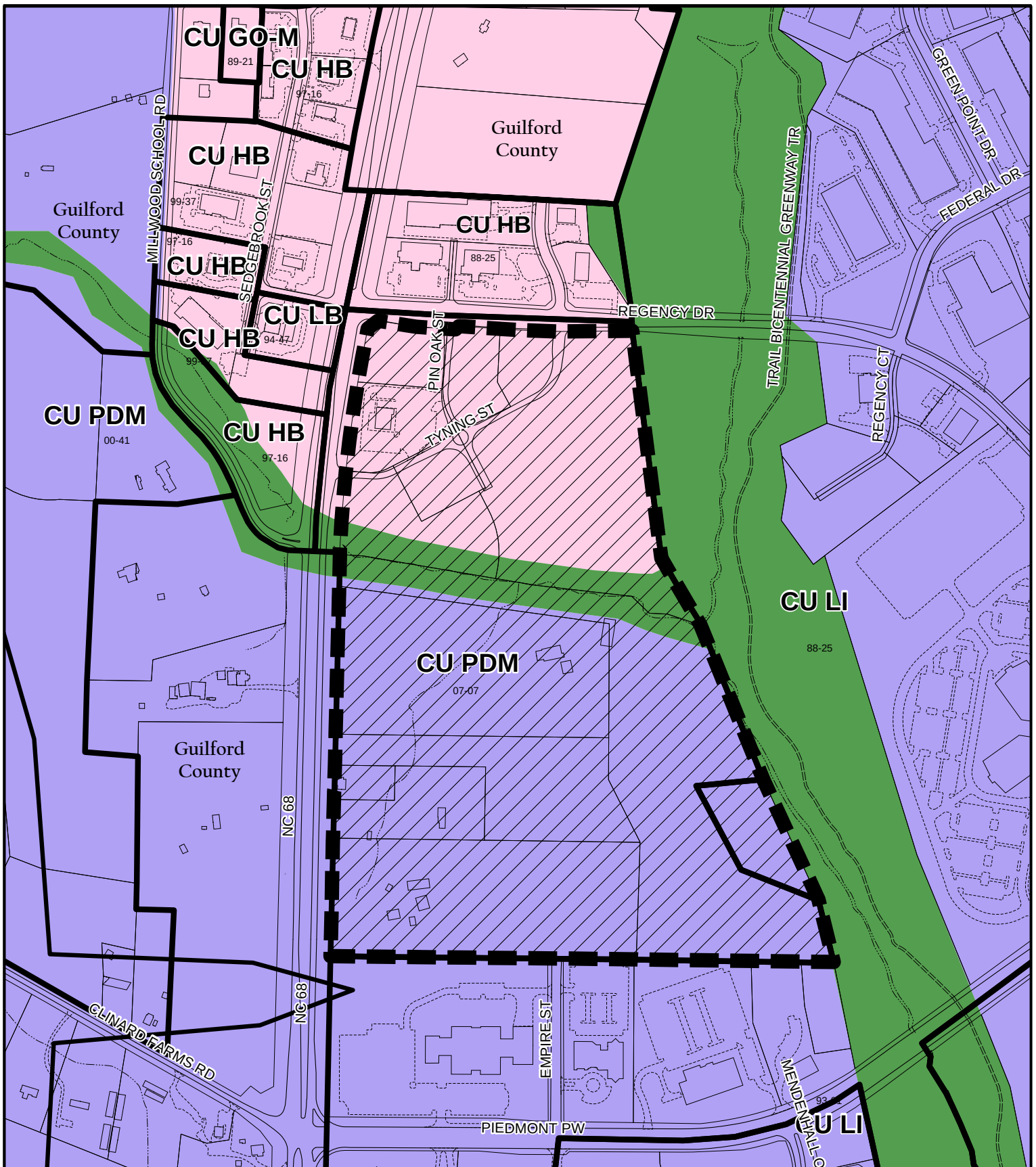
City of High Point

Date: October 31, 2012



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ZONING CASE 12-13

Land Use Plan

- Local/Convenience Commercial
- Recreation/Open Space
- Restricted Industrial

Planning & Development
Department

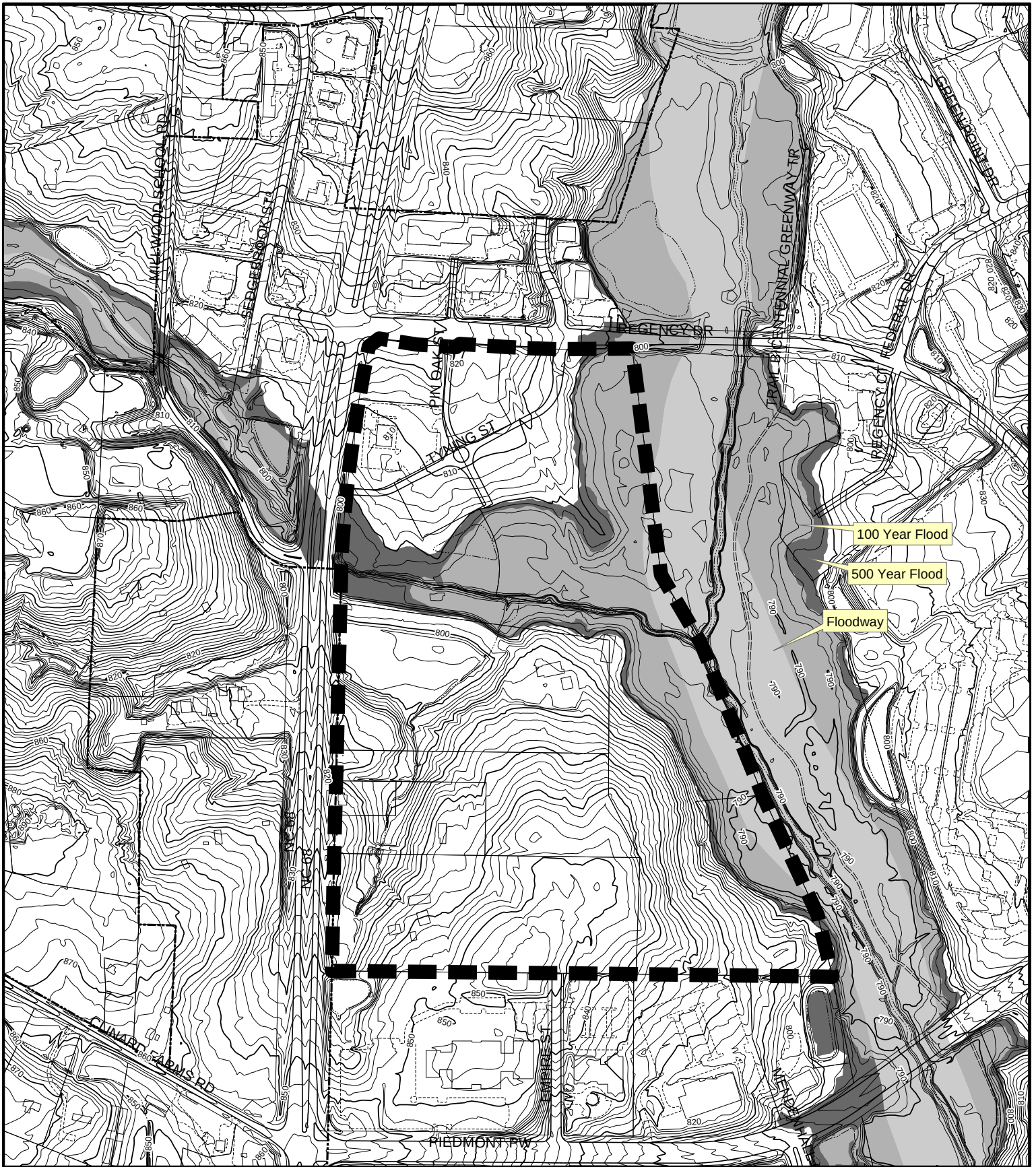
City of High Point

Date: November 2, 2012



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ZONING CASE 12-13

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: November 2, 2012



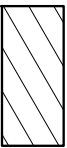
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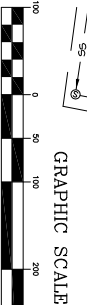
ZONING CASE 12-13



THIS IS NOT A SURVEY. NO FIELD WORK HAS BEEN PERFORMED BY CPT ENGINEERING AND SURVEYING, INC.



ENVIRONMENTALLY SENSITIVE AREAS



(IN FEET)
1 inch = 100 ft.

N.C. HIGHWAY 68



OWNER/DEVELOPER:
SDL JOHNSON CITY, LLC &
SL WENDOVER, LLC
4035 PREMERON SUITE 200
CONTRACT LOWELL EASTERN
PHONE: (336) 698-9999
FAX: (336) 698-0888

ENGINEER:
CPT ENGINEERING & SURVEYING, INC.
4400 TYNING STREET
HIGH POINT, NC 27265
CONTACT: STEVEN T. WEBB, P.E.
PHONE: (336) 812-8800
FAX: (336) 812-8780

SCALE: 1" = 100'
DATE: 11/28/2012
PROJECT: 753-07
DRAWN BY: TGL
SHEET

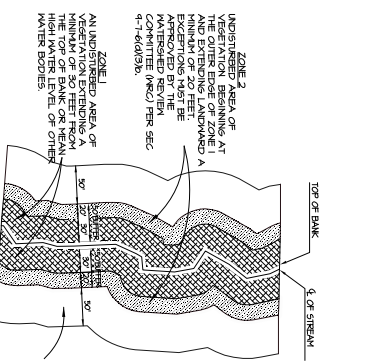
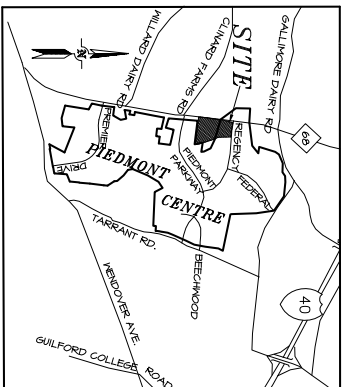
PUD MASTER PLAN
SDL JOHNSON CITY, LLC
SL WENDOVER, LLC

HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

PRELIMINARY

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-13175
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

REVISIONS



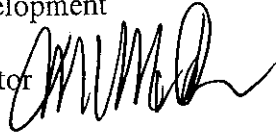
TRACT "A"	TRACT "B"
TOTAL AREA 14,620 AC.	TOTAL AREA 14,620 AC.
OPEN SPACE REQUIRED 10,000 AC.	OPEN SPACE REQUIRED 10,000 AC.
TRACT "B"	TRACT "C"
TOTAL AREA 14,620 AC.	TOTAL AREA 14,620 AC.
OPEN SPACE REQUIRED 10,000 AC.	OPEN SPACE REQUIRED 10,000 AC.

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TRACT "B"	TRACT "C"
TOTAL AREA 14,620 AC.	TOTAL AREA 14,620 AC.
OPEN SPACE REQUIRED 10,000 AC.	OPEN SPACE REQUIRED 10,000 AC.

November 9, 2012

To: Lee Burnette, Director of Planning and Development
From: Mark McDonald, P.E., Transportation Director 
Subject: Rezoning Case #12-13, Lowell Easter. Property located at the southeast corner of Eastchester Drive and Regency Drive.

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

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Regency Drive:

a. Vehicular Access:

i. Overall Development Access

- 1). The access points on Empire Street, Regency Drive, and Eastchester Drive (NC 68) shall be private streets, or other means of connection as approved by the Technical Review Committee of the City of High Point.
- 2). A maximum of three (3) private roads will be required to Tract B. At a minimum, one shall be from the cul-de-sac at the end of Empire Street and two (2) shall be to Eastchester Drive (NC68).
- 3). The driveway access to all development within the rezoned area will be subject to the requirements of the City of High Point Driveway Ordinance. No parcel shall be permitted direct access to Eastchester Drive (NC 68) or Regency Road.
- 4). The development of each tract shall contain provisions for coordinated vehicular access and circulation.

ii. Eastchester Drive: There shall be no more than three (3) points of access from the zoning site to Eastchester Drive (NC 68) between Piedmont Parkway and Regency Drive consisting of the following:

- 1). One (1) private access point, which shall be a right-in/right-out located no closer than 500 feet south of Regency Drive (measures centerline to centerline).
- 2). One (1) private street access, which shall be a right-in/right-out access located equidistant from Regency Drive and Piedmont Parkway (approximately 1,450 feet), measured centerline to centerline. Also, a northbound right turn lane shall be installed by the property owner at this access point on Eastchester Drive (NC 68) into the zoning site. This access may allow left turns into the site from southbound Eastchester Drive (NC 68)

via left-over, if approved by the North Carolina Department of Transportation (NCDOT). If allowed, this left-over will require the installation of a southbound left turn lane along Eastchester Drive.

- 3). One (1) private street access, which shall be a right-in/right-out access located equidistant from the proposed access point described in 2) above and Piedmont Parkway (approximately 725 feet), measured centerline to centerline. This access shall also include a northbound right turn lane.

iii. Regency Drive:

- 1) Provide an additional westbound left turn lane and traffic signal modifications as necessary at the intersection of Eastchester Drive and Regency Drive. In lieu of construction of the left turn lane and signal modifications, the developer may provide the City \$85,000 for the installation of the required improvements to mitigate the rezoning site's impact. Payment shall be made prior to the development of any parcel in Tract C.
- 2) There shall be no more than two (2) points of access from the zoning site to Regency Drive consisting of the following:
 - (1) One (1) private access point, which shall align with Quadrant Court to the north.
 - (2) One (1) private street access, which shall align with Tynning Street to the north.

- iv. Empire Street Access: The property owner shall construct a cul-de-sac at the terminus of Empire Street. Access to Empire Street shall be allowed per the Driveway Ordinance.

b. Pedestrian Access:

- i. A pedestrian access plan shall be submitted with the preliminary subdivision plan that provides pedestrian connection between each tract and to recreational/open space areas. Where sidewalks are not used to meet this requirement, a pedestrian trail shall be provided that is constructed of an all weather surface material and at least five (5) feet in width.
- ii. The pedestrian access plan shall include connection to the greenway trail east of the zoning site. Implementation of this connection may include a combination of walking trails and sidewalk to Regency Drive and Piedmont Parkway which connect to the greenway.
- iii. As each tract of portion thereof is developed, that segment of the pedestrian access plan shall be required to be installed.
- iv. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

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

PUD Statement of Intent

Applicant desired to amend existing PUD zoning to allow the option to develop high intensity multifamily uses on eastern half of the site next to the stream.

CONDITIONAL ZONING CASE 12-13
Planned Unit Development-Mixed (PDM) District
December 12, 2012
(Revised)

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

Part I. **USES:**

- A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulations of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).
- B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Plan Master Plan, and the specific conditions listed herein.
 1. Tract A: Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein.
 2. Tract B: Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District.
 3. Tract C:
 - a. Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein; **or**

- b. Multifamily dwellings and townhouse dwellings as allowed in the General Office High Intensity (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

C. CONDITIONS:

1. Prohibited Uses:

- a. Tracts A & C: The following HB District uses shall be prohibited in Tracts A and Tract C.
 - i. Motor Vehicle Sales (new and used)
 - ii. Motorcycle Sales
 - iii. Automotive Repair Services, Major
 - iv. Automotive Repair Services, Minor
 - v. Laundromat, Coin operated
 - vi. Amusement or Water Parks, Fairgrounds
 - vii. Service Station, Gasoline
 - viii. Car Washes
 - ix. Warehouses (self-storage)
 - x. Bulky Items Outdoor Sales
- b. Tract B: The following LI District uses shall be prohibited in Tract B.
 - i. Accessory Uses and Structures:
 - 1). Communication Towers (exceeding height limits of zoning district)
 - 2). Communication Towers (not exceeding height limits of zoning district)
 - ii. Recreational Uses:
 - 1) Amusement or Water Parks, Fairgrounds
 - 2) Batting cages
 - 3) Go-cart Raceways
 - 4) Golf Course, Miniature
 - 5) Golf Course
 - 6) Golf Driving Ranges
 - iii. Business, Professional, and Personal Services Uses:
 - 1) Automobile Rental or Leasing
 - 2) Automobile Repair Services, Major
 - 3) Automobile Repair Services, Minor
 - 4) Automobile Towing and Storage Services
 - 5) Boat Repairs
 - 6) Car Washes
 - 7) Truck Driving Schools
 - 8) Truck & Utility Trailer Rental & Leasing, light
 - 9) Truck & Utility Trailer Rental & Leasing, heavy
 - 10) Kennels or Pet Grooming Services
 - 11) Equipment Repairs, Light

- iv. Retail Trade Uses:
 - 1) Boat Sales
 - 2) Building Supply Sales (with storage yard)
 - 3) Bulky Item Outdoor Sales
 - 4) Convenience Stores (with gasoline pumps)
 - 5) Fuel Oil Sales
 - 6) Manufactured Home Sales
 - 7) Motor Vehicle Sales (new and used)
 - 8) Motorcycle Sales
 - 9) Recreational Vehicle Sales
 - 10) Service Station, Gasoline
 - 11) Tire Sales
 - 12) Truck Stops
- v. Transportation, Warehousing & Utilities:
 - 1) Communication Towers (exceeding height limits of zoning districts)
 - 2) Communication Towers (not exceeding height limits of zoning district)
 - 3) Demolitions Debris Landfills, Minor
 - 4) Heliports
 - 5) Transportation, Warehousing & Utilities
 - 6) Warehouses (self storage)
- vi. Other Uses:
 - 1) Storage Trailers (accessory)

2. Development & Dimensional Standards:

- a. Design Standards for the entire zoning site:
 - i. Architectural Design Standards:
 - 1) The entire zoning site shall be subject to the Eastchester Scenic Corridor Overlay District.
 - 2) For nonresidential uses developed on the zoning site, the exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
- b. Design Standards for Tract C if developed with residential dwellings under the GO-H District option:
 - i. Setbacks:
 - 1) Regency Drive - Street setback shall be a minimum of twenty (20) feet from the property line.
 - 2) Quadrant Street – Street setback shall be a minimum of ten (10) feet from the property line.

- 3) A minimum ten (10) foot setback shall be provided from the eastern and southern boundaries of Tract C, and along the western boundary of Tract C not abutting Quadrant Street...
- 4) Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet
- 5) Except for the setbacks noted above, the other dimensional requirements for multifamily residential under the GO-H District shall apply.

ii. Landscaping

- 1) A minimum eight (8) foot wide street yard shall be provided along Regency Drive.
- 2) A minimum eight (8) feet street yard shall be provided along street frontage of Quadrant Street.
- 3) Landscape yards shall not be required adjacent to the eastern boundary of the tract.
- 4) No additional landscaping/planting materials shall be required to be installed along the southern boundary of tract C subject to a sufficient amount of existing vegetation being retained in the stream buffer areas to meet minimum planting requirements of the Development Ordinance.

3. Transportation:

a. Vehicular Access:

i. Overall Development Access

- 1). The access points on Empire Street, Regency Drive, and Eastchester Drive (NC 68) shall be private streets, or other means of connection as approved by the Technical Review Committee of the City of High Point.
- 2). A maximum of three (3) private roads will be required to Tract B. At a minimum, one shall be from the cul-de-sac at the end of Empire Street and two (2) shall be to Eastchester Drive (NC68).
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(approximately 1,450 feet), measured centerline to centerline. Also, a northbound right turn lane shall be installed by the property owner at this access point on Eastchester Drive (NC 68) into the zoning site. This access may allow left turns into the site from southbound Eastchester Drive (NC 68) via left-over, if approved by the North Carolina Department of Transportation (NCDOT). If allowed, this left-over will require the installation of a southbound left turn lane along Eastchester Drive.

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- iii. As each tract of portion thereof is developed, that segment of the pedestrian access plan shall be required to be installed.

- iv. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

D. Subdivision: All parcels within the rezoning site shall be subject to the subdivision regulations of the Development Ordinance and a preliminary subdivision plat shall be prepared and approved for the rezoning site prior to development and land division.

E. Signs:

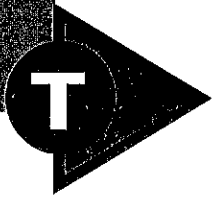
1. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance
2. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.
3. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.

F. The rezoning site is subject to Section 9-4-3(a)(3) & (5) (*Planned Unit Development Requirements - Development Standards*) of the Development Ordinance as it pertains to dimensional standards, access, commercial areas, alleys, local street design, boundary treatment, signs, parking, environmental sensitive areas, open space and common recreational facilities, phased development, and owners' associations.

DESCRIPTION OF PROPERTY: Approximately 80 acres lying along the east side of Eastchester Drive, between Regency Drive and Empire Street. The site is also known as Guilford County Tax Parcels 0207818, 0207819, 0207810, 0207820, 0207821, 0207811, 0207812, 0207813, 0207814, 2027815, 0207816, and 0207817.

Citizens Information Meeting Report Zoning Case 12-13

Submitted by: S. Lowell Easter



COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES

TRIAD
COMMERCIAL
PROPERTIES

October 17, 2012

To: Neighbors of that 80 Acres Lying East of NC 68 and South of Regency Drive

From: The Applicant for Rezoning of the Above Referenced Property

Re: Citizens Information Meeting to be held on Thursday, October 25 at 5:30 p.m.
4035 Premier Drive, Suite 203
High Point, NC 27265

Dear Neighbors:

The Applicant (SDL Johnson City, LLC) has filed with the City of High Point a request to change the current CU-PDM zoning to CZ-PDM for the property described in the attached Exhibit. This change will necessitate an amendment to the City of High Point's Land Use Map in order to facilitate a multi-family project on a portion of the property. Conditions and uses will remain essentially the same.

The Planning and Zoning Board will consider this matter on Tuesday, November 13 at the City of High Point's Council Chambers and I would like the opportunity to present these changes to any interested neighbors prior to this meeting.

I look forward to meeting you on October 25 to discuss details. If you are unable to attend, please feel free to call me with questions.

Sincerely,

S. Lowell Easter
(336) 668-9999, Ext. 112 (Office)
(336) 209-5872 (Mobile)

SLE/ljf

Attachment (s)

P.O. Box 49579
GREENSBORO, NC 27419
4035 PREMIER DR., STE 203
HIGH POINT, NC 27265
PHONE 336.668.9999
FAX 336.668.0888



✓ Ashford Hotel of the Triad LLC
341 S. Swing Road
Greensboro, NC 27409

✓ Mr. Carlos Butler
Carlos Butler, LLC
4380 Regency Drive
High Point, NC 27265

✓ Creative Corner Child Care
Centers, Inc.
Attention: Nancy Welch
4360 Regency Drive
High Point, NC 27265

✓ Mendel Farms Inc.
6001 Harbourwood Court
Midlothian, VA 23112

✓ Mr. Mike Carr
Regency Center Association, Inc.
1017 Canterling Road
High Point, NC 27265

✓ SL Wendover, LLC
c/o Triad Commercial Properties
PO Box 49579
Greensboro, NC 27419

✓ Steak Street, LLC
Attention: Carl Wrenn
3401 Donnington Court
Greensboro, NC 27407

✓ Unity Investment LLC
Attention: Mr. Dilip
4400 Regency Drive
High Point, NC 27265

✓ Aviva Real Estate Investors Trone, LLC
c/o Aviva Investors North America, Inc.
215 10th Street, Suite 1000
Des Moines, IA 50309
Attn: Loryssa Rippey

✓ Carolina Income Properties VII LLC
Attention: Robin Team
PO Box 1066
Lexington, NC 27292

✓ HOF Partners
Attention: Mike Carr
1414 Long Street
High Point, NC 27262

✓ Piedmont Centre Community
Association, Inc.
Attention: Steve Clark
PO Box 11001
High Point, NC 27265

✓ Sarahs Friends
2933 NC 68 South
High Point, NC 27265

✓ Stroud LLC of NC
510 Burning Tree Circle
High Point, NC 27265

✓ Wake Forest University Health
Sciences
PO Box 7656
Winston-Salem, NC 27109

✓ BD Enterprises, LLC
Attention: Dr. Nido Qubein
806 Westchester Drive
High Point, NC 27262

✓ Mr. Billy D. Cox
✓ Mr. Joseph D. Cox
✓ Mr. James R. Cox
3218 Woodview Drive
High Point, NC 27265

✓ LMD Properties, LLC
Attention: Louis DeJoy
PO Box 18367
Greensboro, NC 27419

✓ Quality Oil Co Ltd Partnership
Attention: Graham Bennett
PO Box 2736
Winston-Salem, NC 27102

✓ SDL Johnson City, LLC
c/o Triad Commercial Properties
PO Box 49579
Greensboro, NC 27419

✓ Jesse J. Strafford
412 S. Regional Road
Greensboro, NC 27419

✓ Mr. Chuck Truby
502 Waycross Drive
Greensboro, NC 27410

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 11, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Andrew Putnam and Ms. Martha Shepherd.

City of High Point

Text Amendment Case 12-04

A request by the City Manager's Office to amend the Development Ordinance to allow a canopy to project into the street setback in a Shopping Center (SC) District with certain limitations.

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

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

Commission members questioned what triggered this amendment application and requested that staff provide examples of SC zoned areas in the City.

Mr. Robbins noted that a recent variance request, which was approved by the Board of Adjustment, prompted this application and pointed out various commercial developments in the City that have a SC zoning designation. In conclusion, Mr. Robbins stated that the proposed ordinance requires that an encroachment not obstruct safe line of sight or cause other traffic hazards to motorist or pedestrian. Additionally, he noted that the canopy encroachment would not be allowed along thoroughfare or collector streets, but only on a roadway with a local street designation, which are typically located along the rear or sides of commercial uses in a SC District.

The Planning & Zoning Commission recommended **approval** of Text Amendment Case 12-04 by a vote of 5-0.

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

**STAFF REPORT
TEXT AMENDMENT CASE 12-04
December 11, 2012**

Request	
Applicant: City of High Point, City Manager's Office	Affected Ordinance Sections: The proposed amendment affects Section 9-4-12(e)(4) entitled <u>Canopy Projections</u> , of the Development Ordinance.
Proposal: To permit an encroachment into the required street setback for canopies in the SC district.	

Background

The City Manager's Office has proposed this amendment following a variance request (V12-03) to permit an open attached canopy to encroach into the street setback of a local street in the Shopping Center district. The variance request was approved on November 8, 2012, however this request, if approved, will assure that situations similar to V12-03 will not need to obtain a variance in the future.

Details of Proposal

The amendment affects Section 9-4-12(e), *Encroachments into Required Setbacks*, which lists and establishes parameters for various encroachments that are permitted into required street, side or rear setbacks. Paragraph (4) deals with canopy projections. The existing paragraph regarding freestanding canopies will become sub-paragraph **a.**, and the text of this amendment will become a new sub-paragraph **b.**

Analysis

Realizing the myriad conflicts possible in structures meeting required setbacks, the Development Ordinance makes exceptions for a host of non-building structures such as arbors and trellises, other landscaping features, pet shelters, flagpoles, HVAC equipment, outdoor fireplaces, and handicapped ramps.

The Ordinance also permits certain parts of buildings, such as cornices eaves, steps, bay windows, and chimneys to project up to 2.5 feet into the setback, and permits larger encroachments for front porches and uncovered rear decks, and other encroachments into the street right-of-way in certain zoning districts for things like canopies, awnings, and marquees that meet qualifying criteria.

In addition, the Ordinance makes an exception for freestanding canopies, such as those erected by gas stations and convenience stores, allowing an encroachment to within fifteen (15) feet of the street right-of-way.

In all, it can be argued that the Development Ordinance has established a precedent with regard to giving some setback relief for non-enclosed projections on buildings. This particular request speaks to open canopies on buildings in the SC district located along a local street. It is unlikely that there are many similar situations that would qualify for an encroachment under this amendment, and the Board of Adjustment has granted a variance for the same situation addressed by this amendment. Staff has not found any inconsistencies that would be caused by this amendment with overall goals and objectives of the Land Use Plan, Core City Plan or other applicable adopted plans.

Recommendation

Staff recommends approval.

Required Action

Planning and Zoning Commission:

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

City Council:

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

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the Development Ordinance already addresses the encroachment of canopies and similar building projections in several specific instances, and this amendment is not inconsistent with those exceptions; 2) the amendment will have a limited application; and 3) such an amendment allows for increased flexibility in the development of non-residential property. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Robert L. Robbins, AICP, and reviewed by G. Lee Burnette, AICP, Director.

**TEXT AMENDMENT 12-04
PROPOSED AMENDMENT TO THE
CITY OF HIGH POINT DEVELOPMENT ORDINANCE**

An amendment affecting Section 9-4-12(e), *Encroachments into Required Setbacks*, regarding canopy projections in the Shopping Center (SC) District.

SECTION 1.

Section 9-4-12(e)(4), entitled *Canopy Projections*, is hereby amended to read as follows:

(4) Canopy Projections:

- a. Freestanding canopies such as those used by gas stations and convenience stores may be located in the street setback provided that no equipment or part of a canopy is located closer than fifteen (15) feet to a street right-of-way line.
- b. A canopy, attached to a principal building and open on three sides, located in the Shopping Center (SC) district, may encroach into the required local street setback provided that no part of the canopy is closer than ten (10) feet to the street right-of-way line, and provided that the encroachment will not result in an obstruction of safe line of sight or cause other traffic hazards for motorists or pedestrians.**

SECTION 2.

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

SECTION 3.

All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon adoption.

Publish four (4) consecutive weeks: **December 28, 2012 and January 4, 11 & 18, 2013**

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENTS
(Case # SA12-14)

WHEREAS, the City Council is requesting to abandon the following right-of-way:
The unimproved westernmost 405 feet of the Rankin Place right-of-way.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above-described and sets Tuesday, January 22, 2013, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment case.

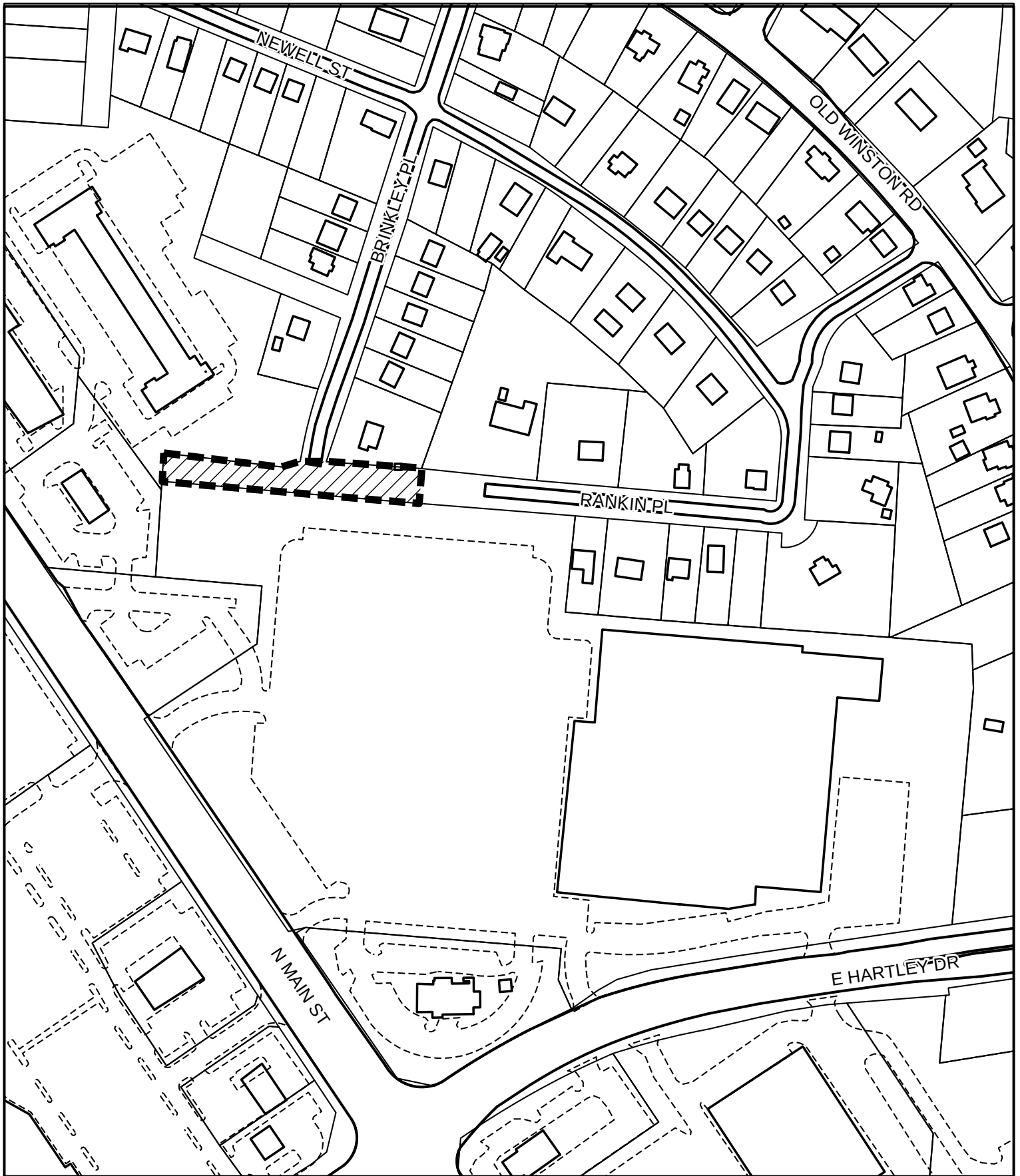
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 17th day of December, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA12-14

Applicant: City of High Point
Area: 0.44 acre



Location of street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: December 3, 2012



Scale: 1"=200'

y:/ba-pz/2012/pz/sa12-14.mxd

Publish four (4) consecutive weeks: **December 28, 2012 and January 4, 11 & 18, 2013**

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENTS
(Case # SA12-13)

WHEREAS, the City Council is requesting to abandon the following right-of-way: Unimproved portion of the Conrad Avenue right-of-way, lying west of Palmer Street.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above-described and sets Tuesday, January 22, 2013, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment case.

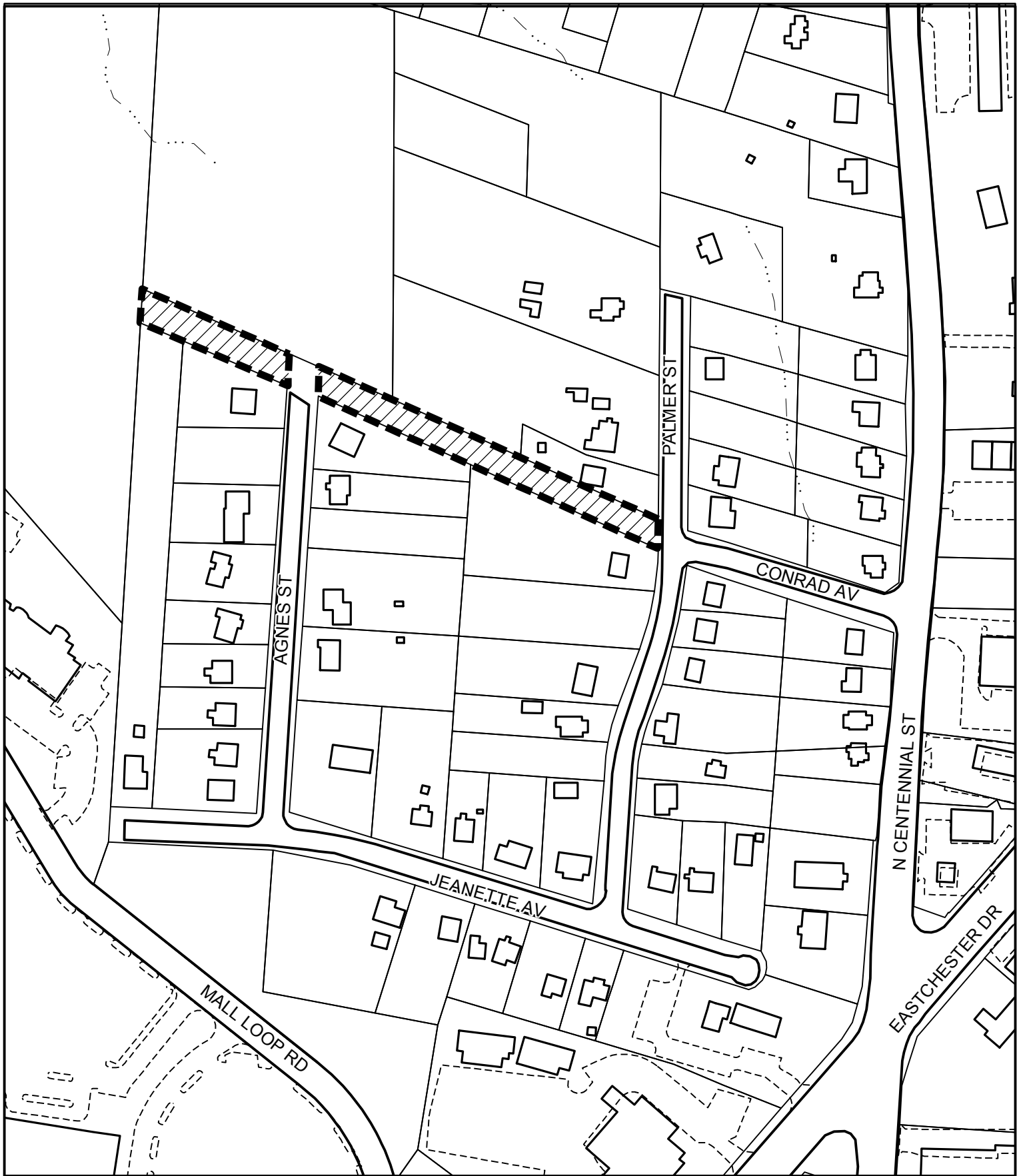
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 17th day of December, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA12-13

Applicant: City of High Point

Area: 0.84 acre



Location of street abandonment



Previously abandoned right-of-ways

Department of Planning
and Development

City of High Point

Date: December 3, 2012



Scale: 1"=200'

y:/ba-pz/2012/pz/sa12-13.mxd



MEMORANDUM

December 11, 2012

MEMO TO: Pat Pate, Assistant City Manager

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

SUBJECT: Agenda recommendation-exemption from qualification-based selection

Please place the following item on the agenda for City Council's consideration at their December 17, 2012 meeting:

The City has requested that NCDOT allow Davis Martin Powell (DMP), a local consultant that is on the NCDOT's pre-approved on call services contract, to perform the City owned water, sanitary sewer, and force main sewer relocation designs that are to be included in the NCDOT Skeet Club Widening Project. The City believes that DMP is the most qualified consultant for the project because they are knowledgeable of the utilities located within the project limits, have knowledge of the City and NCDOT's Standard Specifications, and will produce a relocation design that is the most economical for the City.

The NCDOT granted permission for the City to hire DMP to provide the utility analysis and engineering design services, and has agreed to the terms of the Utility Analysis and Engineering Design Proposals submitted by DMP. The NCDOT will reimburse the City for all said expenses associated with the utility analysis and engineering design services (agreement attached).

State Statute (G.S. 143-64.32(b)) authorizes City Council to exempt specific projects from the qualifications based selection process prior to awarding a contract. Based on the justification provided, the Public Services Department appears to have met the standard for a qualified exemption, based upon proven performance of the selected consultant. City Council is requested to take the following actions:

1. Approve the attached resolution providing an exemption to the qualifications based selection process for the purchase of services by the Public Services Department.
2. Approve the following contracts with Davis Martin Powell for professional services related to NCDOT project U-3615B, Skeet Club Road Widening for the total amount of \$96,190.00:

Preliminary Utility Analysis Engineering Services	\$26,500.00
Engineering Design Services & Construction Administration	\$69,690.00

Funds for this project are available in 421779 – 527105 – 421001022520 – 40205.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



M E M O R A N D U M

DATE: December 12, 2012

TO: Pat Pate, Asst. City Manager

FROM: W. Chris Thompson, PE, Director of Public Services
W. Chris Thompson

SUBJECT: Agenda Item – Design for Relocation of Water/Sewer Utilities on NCDOT Skeet Club Widening Project (U-3615B)

The North Carolina Department of Transportation is scheduled to bid the Skeet Club Road Widening project in October of 2013. This work involves relocation of conflicting areas of the water and sewer utilities within the project limits. Public Services has requested the NCDOT to utilize Davis Martin Powell (DMP) for the project as they are on an approved list of consultants for NCDOT projects.

NCDOT requires that the contract be between the consultant and the municipality and the work done therein will be reimbursed by the NCDOT. Exemption for this selection is requested as the NCDOT has already performed the selection based process for professional services and DMP is one of several firms that are on the list.

In this case, DMP is a logical choice due to their proximity to the project, their familiarity with the City of High Point specifications and standards, as well as their past experience and involvement in previous projects along Skeet Club Road.

Public Services will be present for any questions.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT
CONCERNING PROCUREMENT OF CONSULTING SERVICES FOR
SKEET CLUB WIDENING, NCDOT PROJECT

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

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

WHEREAS, the City Council of the City of High Point has determined that it is desirable and in the best interests of the City of High Point to exempt the consulting services for NCDOT project U-3615B, Skeet Club Road Widening.

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

- (1) The City has requested that NCDOT allow Davis Martin Powell (DMP), a local consultant that is on the NCDOT's pre-approved on call services contract, to perform the City owned water, sanitary sewer, and force main sewer relocation designs that are to be included in the NCDOT Skeet Club Widening Project. The City believes that DMP is the most qualified consultant for the project because they are knowledgeable of the utilities located within the project limits, have knowledge of the City and NCDOT's Standard Specifications, and will produce a relocation design that is the most economical for the City.

The NCDOT granted permission for the City to hire DMP to provide the utility analysis and engineering design services, and has agreed to the terms of the Utility Analysis and Engineering Design Proposals submitted by DMP. The NCDOT will reimburse the City for all said expenses associated with the utility analysis and engineering design services.

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

Adopted this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-
Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the
State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211
South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as
follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor,
materials, tools, equipment, and services, and perform and complete all work required for the provision of
Engineering Design and Contract Administration Services for NCDOT Project U-
3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in
current funds. The City will compensate the *Consultant* for the work and Scope of Services described
herein for the negotiated lump sum amount of \$ 69,690.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of
Services will be made monthly based on the percentage of work completed during the preceding month
and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden,
general and administrative overhead, profit, travel, equipment, and materials necessary to complete the
tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to
the subject matter contained herein and merges all prior discussions and agreements between them. No
agent or representative of the Consultant has authority to make any representations, statements,
warranties or agreements not herein expressed and all modifications or amendments to this agreement,
including the appendices, must be in writing signed by an authorized representative of each of the parties
hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly
authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____

President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

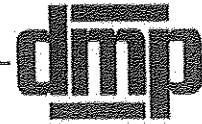
Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



November 2, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
DMP Project 120071 (BF)
Proposed Engineering Design Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal to the City of High Point for utility engineering design services on NCDOT Project U-3615B, which is the Skeet Club Road widening project from west of Johnson Street to Eastchester Drive.

I. UNDERSTANDING OF THE PROJECT

The Utility Analysis and Preliminary Routing Report (UAPR) for the project has been completed and presented to both the City and NCDOT. Potential or known conflicts between the City's water and sewer system and the road widening project have been identified in the UAPR. Based on the findings presented in the UAPR, we have developed the scope of work for design of water and sewer relocations to resolve conflicts with the proposed roadway and storm drainage improvements.

Summary of UAPR Findings

A summary of the potential or known conflicts identified in the UAPR is as follows:

Sheets 4 and 5

- Approximately 260 L.F. of 8" gravity sewer must be lowered to avoid proposed parallel 66" RCP's that will be installed across Skeet Club Road, and a section of the existing 12" water line must be relocated around these same proposed storm drain pipes.
- On Sheet 5, SUE data has been requested where a proposed 15" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now we will assume there is a conflict, requiring a section of the 12" water line to be relocated.
- On Sheet 5, a section of 16" water line will need to be supported in place or removed and re-installed where proposed parallel 66" RCP's will be installed across Johnson St.
- Several fire hydrants and water meters will need to be relocated.

Sheet 6

- SUE data has been requested where a proposed 30" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 7

- The 12" water line will need to be relocated around the proposed parallel 54" RCP's.
- Two (2) fire hydrants and one (1) water meter will need to be relocated.

Sheet 8

- Up to 400 L.F. of 8" gravity sewer may need to be relocated to avoid conflicts with a proposed stormwater retention basin and associated piping. (The existing 8" sewer line is not shown on the plans, but as-built records indicate its location may be in conflict. We have asked NCDOT to locate the existing sewer line and add it to the plans for further evaluation.)
- We also anticipate that the 12" water line will need to be relocated at two locations to avoid conflicts with proposed storm drain pipes.
- Three (3) fire hydrants will need to be relocated.

Sheets 9 and 10

- Construction of the new bridge over Oak Hollow Lake will require a section of the existing 12" water line to be relocated. In the UAPR, we presented a potential route for an 800 L.F. relocation under Oak Hollow Lake to the south of the bridge, which would typically be installed by directional drilling method. During the design phase, we will also evaluate the option of attaching the water line to the underside of the new bridge, as requested by the City of High Point.
- The previously abandoned pump station wetwell, below grade fiberglass pump station, and generator building must be demolished since proposed fill will extend over the old pump station site. Details concerning demolition of the old pump station will need to be shown on the Utility Construction plans.
- On Sheet 9, a section of 12" water line near -L- STA 234+30 will need to be relocated where a proposed 24" RCP will be installed across Skeet Club Road.
- On Sheet 9, SUE data has been requested where a proposed catch basin and 15" RCP will cross the existing 12" water line on the west side of Waterview Road. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheets 9 through 13

- Approximately 5,550 L.F. of the existing 10" force main is still in service, which was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station accounted for the fact that the existing 10" force main would eventually be replaced with a new 16" force main. If the 10" force main was to remain in service, approximately 25 potential storm drain conflicts would have to be evaluated, and a section of the 10" force main would have to be relocated at the proposed bridge over Oak Hollow Lake. A proposed route for the replacement 16" force main along the south side of the road under the lake was presented in the UAPR. During the design phase, we will also evaluate the option of attaching the upsized 16" force main to the underside of the bridge, as requested by the City of High Point. Plan/profile drawings for the proposed 16" force main will be included with the Utility Construction plans.

The City of High Point will be responsible for the construction cost of the replacement 16" force main because the existing 10" force main lies inside the previously existing DOT right-of-way. However, if the existing 10" force main was going to remain in service, historically DOT would pay for the analysis of potential conflicts between the

existing force main and proposed roadway project. Approximately twenty-five (25) potential conflicts would have to be evaluated along with SUE investigations if the existing 10" force main was going to remain in service. Since these potential conflicts do not have to be evaluated and SUE investigations do not have to be performed, the City could request for DOT pay for the design cost of the replacement 16" force main, which will be less than the cost for the associated evaluation and SUE investigations.

Sheet 11

- Two (2) existing 8" gravity sewer lines and an existing 12" water line must be relocated to resolve conflicts with a proposed 8' x 8' box culvert.
- SUE data has been requested at several locations to evaluate potential conflicts between existing water lines and proposed storm drain pipes. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of these water lines to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 12

- Relocations of the existing 12" water line will be required in at least two locations to resolve conflicts with proposed storm drain pipes.
- Several fire hydrants and water meters will need to be relocated.

Sheets 13 through 17

- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this section of force main was generally outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way.

At the time the force main extension was designed, roadway plans were not available for that section of the proposed Skeet Club Road widening. Now that roadway plans have been reviewed, it is evident that the road will be widened generally to the south of the existing road and will be located on top of the existing 16" force main. Approximately 30 potential storm drainage conflicts have been identified along the 5,900 L.F. route of the existing 16" force main. Approximately 1,500 L.F. of the 16" force main must be relocated outside of a roadway widening cut section to avoid conflicts with grading operations and storm drainage piping.

SUE data has already been provided at 5 other locations to verify potential conflicts and to generally determine if the depth of the existing 16" force main conforms to construction plan records. Six (6) other potential conflicts may exist and additional SUE data has been requested so these locations can be evaluated. The design phase will include the evaluation of these potential conflicts and preparation of plan/profile drawings and details to resolve all the force main conflicts identified.

Sheet 13

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at two other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 14

- Several fire hydrants and water meters will need to be relocated.

Sheet 15

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at one other location where a proposed storm drain pipe will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 16

- SUE data has been requested at four other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 17

- Approximately 170 L.F. of 8" gravity sewer line may need to be relocated if the locations of proposed storm drainage piping and structures cannot be revised to avoid conflicts with the existing sewer system.
- Several fire hydrants and water meters will need to be relocated.

II. SCOPE OF WORK

Engineering services for this project will include the following design and limited construction administration services:

A. Design Phase

The first task will involve initial project set-up, which would include coordination with the DOT Utilities Unit to obtain the latest Microstation files for the roadway project. These files will include base mapping of planimetric features, topography, and property lines, as well as proposed roadway and storm drainage files. This task would also include setting up the Utility Construction plan sheets according to DOT standards.

After completing the initial project set-up, we will proceed with the analysis of additional requested SUE data for potential water and sewer conflicts, design/drafting services to produce Utility Agreement Plans and final Utility Construction Plans, and preparation of Project Special Provisions.

DMP will provide necessary coordination between the City's Public Services Department and the DOT Utilities Unit. DMP will prepare plan and profile drawings in Microstation, and standard DOT plan notations will be used so the drawings can be readily incorporated into the overall DOT bid letting package. DMP will prepare a quantity take-off spreadsheet for all the water and sewer utility work included in the project, and we will identify whether the City or DOT is responsible for the construction cost of water and sewer relocations on a sheet-by-sheet basis.

B. Construction Phase

DMP will provide the following services as directed by the City of High Point Public Services Department during the construction phase of the project:

- Attend the pre-construction meeting.
- Review shop drawings and submittals from the contractor.
- Review and respond to Requests for Information (RFI's) or other questions from the Contractor, City, or DOT.
- Conduct periodic site visits as necessary (up to 12 total visits are planned during the construction period).

III. COMPENSATION

Compensation for services described in the Scope of Work shall be as follows:

A. Design: Lump Sum Fee of \$57,040.00

B. Construction Administration: Hourly in accordance with the attached Standard Rate Schedule, Not-to-Exceed \$12,650.00.

IV. SCHEDULE

The DOT Utilities Unit has indicated that Utility Agreement Plans are due by March 1, 2013, and final Utility Construction Plans and Project Special Provisions are due by June 1, 2013.

DMP has already begun work on the project based on the understanding that DOT will reimburse the City for the cost of engineering design services. Our goal is to submit preliminary Utility Agreement Plans to the City and DOT for review by 1/15/2013. Provided that the City and DOT can complete their review of the preliminary Utility Agreement Plans by 2/1/2013, DMP will address any review comments and finalize the Utility Agreement Plans by 3/1/2013.

After the Utility Agreement Plans are submitted, DMP will continue working on the Utility Construction Plans and Special Provisions and will have these ready by 6/1/2013.

V. ADDITIONAL SERVICES

Additional services would be negotiated and agreed to in writing before providing these services. If any geotechnical investigations are required as part of the project, DOT may elect to undertake these services directly with their own consultant, or the City could retain DMP to manage the work of a geotechnical sub-consultant as an additional service.

DOT is currently assigning SUE investigations to on-call consultants through their Location & Surveys Unit as needed. DMP can perform additional SUE work as an additional service to provide any other discovered SUE needs in a very timely manner if necessary to avoid adversely impacting the final design completion schedule.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let us know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Attachment A – Standard Terms and Conditions

Attachment B – Standard Rate Schedule

Attachment C – Estimated Manhour and Fee Worksheets

Accepted: City of High Point, NC By: _____ Title: _____	Date: _____
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Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.
8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of Consultant.
9. **Limitation of Liability:** Consultant's liability to Client for any claim, loss or damage asserted by Client, its agents or employees, or any third party claiming through Client, arising out of an alleged breach of this Agreement or any other act, error or omission of Consultant, shall not exceed the greater of \$50,000.00 or the fees actually paid Consultant. If Client desires a higher limit of liability, the parties may agree to an increased fee to offset the increased limit of liability.
10. **Disclaimer of Consequential Damages:** In no event shall Consultant be liable to Client for any special, indirect, incidental or consequential loss or damages, including but not limited to lost profits and loss of use arising from or relating to the Services.
11. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. There are no intended third-party beneficiaries of this Agreement.
12. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

13. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.
14. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement or other representations by Consultant, its agents or employees shall be construed or interpreted as a guarantee of approval by any board or agency.
15. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
16. **Accrual of Actions:** As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of Consultant's final invoice for the Services.
17. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations.

Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

19. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
20. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests. Client acknowledges that it cannot be an additional named insured under any policy of insurance providing coverage for Professional Errors and Omissions.
21. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.
22. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"

STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Associate	\$150
Senior Project Manager.....	\$125
Project Manager	\$110
Project Engineer/Surveyor	\$ 95
Senior Technician.....	\$ 90
Technician I.....	\$ 80
Technician II	\$ 65
Technician III	\$ 50
Construction Manager.....	\$100
Senior Construction Representative	\$ 70
Construction Representative	\$ 60
3-Man Surveying Crew	\$130
Standard Surveying Crew.....	\$105
Administrative Assistant	\$ 50
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3.00
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, monuments, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%

Rev. July 2012

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

DESIGN - WATER AND SEWER RELOCATIONS					
Task 1 - Project Initiation and Set-up					
A. Meet with staff from the DOT Utilities Unit, review scope of roadway improvements, obtain digital Microstation files for roadway project, download files, set up & plot roadway plans. Meet with City of High Point staff to review the project.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
SUBTOTAL = \$					3,400
B. Set up Utility Construction Plans per DOT standards					
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
Engineering CAD Tech. II	40 hours	x	\$65 per hour	= \$	2,600
SUBTOTAL = \$					4,600
Task 2 - Design Relocations of Existing Water and Sewer Lines					
A. Analyze potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements using requested SUE data.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Project Engineer	24 hours	x	\$95 per hour	= \$	2,280
SUBTOTAL = \$					3,680
B. Design/Drafting of Utility Agreement Plans & Utility Construction Plans					
Associate	40 hours	x	\$175 per hour	= \$	7,000
Senior Project Manager	40 hours	x	\$125 per hour	= \$	5,000
Project Engineer	100 hours	x	\$95 per hour	= \$	9,500
Senior Technician	100 hours	x	\$90 per hour	= \$	9,000
Engineering CAD Tech. II	80 hours	x	\$65 per hour	= \$	5,200
SUBTOTAL = \$					35,700
Task 3 - Project Special Provisions					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Task 4 - Quantity Take-Off and QA/QC Review for DOT Bid Package					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	20 hours	x	\$95 per hour	= \$	1,900
SUBTOTAL = \$					4,300
Task 5 - Permit Applications					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	= \$	120
24"x36" Prints	100 sheets	x	\$2.00 per sheet	= \$	200
SUBTOTAL = \$					320
TOTAL ESTIMATED DESIGN FEE, WATER AND SEWER RELOCATIONS = \$					57,040

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

CONSTRUCTION ADMINISTRATION					
1. Attend Pre-Construction Meeting					
Senior Project Manager	6 hours	x	\$125 per hour	=	\$750
2. Review Shop Drawings and Submittals from Contractor					
Project Engineer	8 hours	x	\$95 per hour	=	\$760
3. Review and Respond to RFI's from Contractor					
Senior Project Manager	16 hours	x	\$125 per hour	=	\$2,000
Project Engineer	16 hours	x	\$95 per hour	=	\$1,520
SUBTOTAL =					\$3,520
4. Conduct Periodic Site Visits (12 total visits planned)					
Senior Project Manager	60 hours	x	\$125 per hour	=	\$7,500
5. Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	=	\$120
SUBTOTAL =					\$120
TOTAL ESTIMATED FEE, CONSTRUCTION ADMINISTRATION =					\$12,650

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211 South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required for the provision of Preliminary Utility Analysis Engineering Services for NCDOT Project U-3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in current funds. The City will compensate the *Consultant* for the work and Scope of Services described herein for the negotiated lump sum amount of \$ 26,500.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of Services will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Consultant has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments to this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____

President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



May 18, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
Proposed Engineering Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal for utility engineering services related to NCDOT Project U-3615B, which is the proposed widening of Skeet Club Road, beginning just west of Johnson Street and ending at Eastchester Drive.

I. Qualifications

Through our knowledge of High Point's water and sewer system and our years of experience in providing utility engineering services for NCDOT roadway projects, DMP is highly qualified to provide engineering services for this project. DMP has held consecutive On-Call Utility Engineering Design Contracts with the NCDOT Utilities Unit since 2000. Over the past 12 years, DMP has provided utility engineering services for twenty-four (24) NCDOT projects throughout the state, many similar in scope to the Skeet Club Road project. DMP performed engineering services for the following NCDOT projects involving water and/or sewer facilities owned by High Point:

- B-3652 – Main Street Bridge Replacement over Deep River in Jamestown
- U-2536C – High Point Intermediate Loop
- U-2702 – Surrent Drive Widening
- U-2717 – Kivett Drive Widening
- U-2913B – Guilford College Road Widening

On these projects, DMP worked closely with City staff and the NCDOT Utilities Unit to identify conflicts with existing water and sewer lines, analyze solutions, and identify betterment needs, such as upsizing existing water and sewer lines, and incorporating new water and sewer line extensions as part of the roadway projects.

We are accustomed to working with MicroStation files, and we are familiar with NCDOT standards relating to water and sewer improvements as part of roadway projects. Our knowledge and experience, technical capabilities, and relationships with staffs from both the City of High Point and the NCDOT Utilities Unit make DMP uniquely qualified to provide engineering services for this project.

II. Understanding of the Project

DMP has reviewed preliminary roadway plans for the project, and we offer the following comments pertaining to the City's water and sewer facilities:

- The 3.5-mile project corridor includes water and sewer lines throughout.
- An existing 12" D.I. water main extends the entire length of the project, and approximately sixty (60) potential storm drainage conflicts must be evaluated. Also, this existing water main must be relocated around the proposed bridge replacement over Oak Hollow Lake near Waterview Road.
- Approximately thirty (30) potential storm drainage conflicts involving other water lines extending from or crossing the 12" water main must also be evaluated.
- Several years ago, DMP designed the new Waterview Pump Station in anticipation of the Skeet Club Road widening project. The existing pump station was due for an upgrade, so it made sense to design a new station that would be located outside the limits of the planned roadway corridor. The new pump station was constructed outside the proposed construction corridor of the road widening project, and the existing pump station wet well, below-grade fiberglass pump station, and stand-by generator building were abandoned in place at that time. Demolition of the abandoned structures must be included as part of the road widening project.
- Approximately 5,300 LF of existing 10" force main remains in service that was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station took into consideration the eventual replacement and upsizing of this section of force main, from a 10" to a 16" force main. If the 10" force main was to remain in service, approximately thirty (30) potential storm drain conflicts and relocation at the proposed bridge over Oak Hollow Lake would be necessary. A route for the replacement 16" force main along the south side of the road must be designed to avoid conflicts with proposed roadway and storm drain improvements.
- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this new section force main was generally located outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way. At the time the force main extension was designed, plans were not available for that section of the proposed Skeet Club Road widening. Now that we have had a chance to review the preliminary roadway plans, it is evident that the road will be generally widened on the south side of the existing road and will be located on top of the 16" force main that was constructed as part of the Waterview Pump Station replacement. Approximately thirty (30) potential storm drainage conflicts must be evaluated along the 5,400 LF route of the existing 16" force main.
- Existing gravity sewers are located along the entire length of roadway widening project, and approximately seventy (70) potential storm drainage conflicts must be evaluated to determine if any of these sewer lines must be relocated.

III. Scope of Work

DMP typically provides utility engineering services for NCDOT projects in two phases, which are commonly referred to as the Analysis Phase and the Design Phase. The Analysis Phase includes detailed evaluation of potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements, and preparation of a Utility Analysis and Preliminary Routing (UAPR) report. The Design Phase includes engineering design and preparation of Utility Construction Plans and Project Special Provisions associated with proposed water/sewer line relocations and new water/sewer line extensions that are identified in the Analysis Phase. The scope of this initial engineering services proposal is limited to the Analysis Phase of the project.

The UAPR will include a sheet-by-sheet analysis of the roadway plans to identify potential conflicts between water/sewer lines and the planned roadway and storm drainage improvements. Each sheet analysis will include the following items:

- Color-coded half-size plan sheets with line identifiers used in the write-up of the UAPR for each sheet of the roadway plans.
- General description of all water and sewer lines on each sheet.
- Evaluation of potential conflicts between proposed storm drainage improvements and existing water lines or force mains. Approximately 110 potential conflicts must be evaluated.
- Evaluation of potential conflicts between proposed storm drainage improvements existing gravity sewer lines. Approximately 70 potential conflicts must be evaluated.
- Evaluation of potential routing options to relocate the existing water main and force main at the proposed bridge replacement over Oak Hollow Lake.
- Evaluation of potential routing options for replacement of the existing 10" force main, to be upsized to a new 16" force main.
- Evaluation of potential options for demolition of the previously abandoned Waterview Pump Station wet well, fiberglass below grade pump station, generator building, manholes, and gravity sewers.

IV. Compensation

As mentioned above, the scope of this proposal is limited to the Analysis Phase of the project. Based upon our review of the preliminary roadway plans, meetings with City and DOT staffs, and the anticipated manhours required to complete this phase of the project, DMP proposes to provide utility engineering services for the lump sum fee of \$26,500. A worksheet with a breakdown of the estimated manhours and cost for each task is attached for reference.

After the Analysis Phase is complete, the scope of work for the Design Phase can be developed, and a second proposal will be presented to the City outlining the engineering services and fees associated with the Design Phase.

V. Schedule

DMP can begin working on the Analysis Phase immediately upon receiving written authorization to proceed. The draft UAPR will be completed within 90 days of receiving the written authorization to proceed. If we are authorized to proceed by the first week of June, our goal would be to submit a draft UAPR to the City and the NCDOT Utilities Unit for review by August 31, 2012. We anticipate that the UAPR would be finalized within 30 days after receiving any review comments from the City and/or NCDOT.

We understand that NCDOT desires to have Utility Agreement Plans by the end of 2012. Utility Agreement Plans are preliminary Utility Construction Plans which are used as the basis for establishing the municipal agreement between the City and NCDOT. Final Utility Construction Plans and Project Special Provisions are typically due several months following submission of the Utility Agreement Plans. Completion dates and milestones for the Design Phase will be outlined in the Design Phase proposal.

VI. Additional Services

The engineering services for the Design Phase will be negotiated after the UAPR is completed and a detailed scope of design services is determined. If any subsurface utility engineering (SUE) investigations are required as part of the project, these would either be handled directly by the NCDOT Location & Surveys Unit, or DMP can perform this as an additional service.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let me know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Estimated Manhours and Fee Worksheet
Attachment A – Standard Terms and Conditions
Attachment B – Standard Rate Schedule

Accepted: City of High Point, NC	
By: _____	Date: _____
Title: _____	

City of High Point, NC
Skeet Club Road Widening - NCDOT Project U-3615B
Proposed Utility Engineering Services for
Water and Sewer System Analysis and Preparation of UAPR
Estimated Breakdown of Manhours and Fee by Task

Analysis Phase				
Task 1 - Preliminary planning and project set-up				
A. Meet with DOT staff, review scope of roadway improvements and obtain pertinent Microstation files for roadway project, download files, set up data and plot roadway plans.				
Sr. Associate	8 hours	x \$ 175 per hour	=	\$1,400
Sr. Project Manager	24 hours	x \$ 120 per hour	=	\$2,880
B. Meet with City staff, review scope of water, sewer, and force mains along roadway, obtain as-builts for comparison with roadway plans.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x \$ 120 per hour	=	\$960
Subtotal, Task 1 =				\$5,940
Task 2 - Evaluate potential storm drainage conflicts at approximately 110 locations on water lines or force mains.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x \$ 120 per hour	=	\$960
Project Engineer	40 hours	x \$ 95 per hour	=	\$3,800
Subtotal, Task 2 =				\$5,460
Task 3 - Evaluate potential storm drainage conflicts at approximately 70 locations on gravity sewer lines.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	12 hours	x \$ 120 per hour	=	\$1,440
Project Engineer	60 hours	x \$ 95 per hour	=	\$5,700
Subtotal, Task 3 =				\$7,840
Task 4 - Evaluate routing options to relocate water main and force main at the bridge widening.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x \$ 120 per hour	=	\$960
Project Engineer	8 hours	x \$ 95 per hour	=	\$760
Subtotal, Task 4 =				\$2,420
Task 5 - Evaluate routing options for replacement of 10" force main with 16" force main.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x \$ 120 per hour	=	\$960
Project Engineer	8 hours	x \$ 95 per hour	=	\$760
Subtotal, Task 5 =				\$2,420
Task 6 - Evaluate demolition options for previously abandoned pump station, wet well, building, and manholes.				
Sr. Associate	4 hours	x \$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x \$ 120 per hour	=	\$960
Project Engineer	8 hours	x \$ 95 per hour	=	\$760
Subtotal, Task 6 =				\$2,420
Total Estimated Fee for Preparation of UAPR (Tasks 1 - 6) =				\$26,500

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in

Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Consultant.
9. **Waiver:** In addition, Client agrees, to the maximum extent permitted by law, to waive any claims against Consultant arising out of the performance of these Services except for the sole negligence or willful misconduct of Consultant.
10. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

11. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.
12. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.
13. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by reputable members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement shall be construed or interpreted as a guarantee of approval by any board or agency.
14. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
15. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
16. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations. Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and

property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

17. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
18. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests.
19. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.
20. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"
STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Senior Electrical/Structural Engineer	\$125
Associate.....	\$150
Senior Project Manager.....	\$120
Project Manager.....	\$110
Electrical or Structural Engineer.....	\$110
Project Engineer/Surveyor	\$95
Engineering/Surveying Technician I.....	\$80
Engineering/Surveying Technician II	\$65
Engineering/Surveying Technician III.....	\$50
Construction Manager.....	\$100
Senior Construction Representative.....	\$70
Construction Representative	\$60
3-Man Surveying Crew	\$130
2-Man Surveying Crew	\$105
Robotics or Single Unit GPS.....	\$25
GPS Equipment – Three Unit System.....	\$55
Senior Administrative Assistant.....	\$55
Administrative Assistant	\$45
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%
Iron Pipes	\$1.50
Wood Stakes, Wire Flags, or Nails	\$0.50
Long Wood Stakes.....	\$1

Rev. January, 2009

UTILITY CONSTRUCTION PRELIMINARY ENGINEERING AGREEMENT

NORTH CAROLINA STATE HIGHWAY PROJECT NO. U-3615B

WBS ELEMENT: 34962.2.3

TRANSPORTATION IMPROVEMENT PROGRAM NO. U-3615B

COUNTY Guilford

This agreement made this ____ day of _____, 2012, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and the City of High Point hereinafter referred to as the COMPANY:

W I T N E S S E T H:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

The City has received permission from the NCDOT to allow Davis Martin Powell to perform the Utility Engineering Services for the Skeet Club Widening project.

Davis Martin Powell will provide the Analysis Phase and Engineering Design of the water, sanitary sewer, and force main sewer mains for Skeet Club Rd.

known as route 1820 in Guilford County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 34962.2.3 and,

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of preliminary engineering, all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

X BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to a NCDOT pre-approved firm who submitted a proposal that conforms with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation of proposals and qualifications.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 1st day of December, 2013.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

X Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.

____ Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.

____ Other (Specify) _____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. X Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

b. ____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

c. ____ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate if (a), (b), or (c) is applicable:

a. X That the preliminary engineering is for the adjustments of existing facilities in conflict with said project.

b. ____ That the preliminary engineering involves COMPANY'S request for new facilities in addition to adjustments of existing facilities in conflict with said project.

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY is estimated to be ----- \$ 96,190.00

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY. ----- \$ _____

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be ----- \$ _____
(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

11. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the State Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

12. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

13. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

**IN WITNESS WHEREOF, the parties hereby have affixed their names by
their duly authorized officers the day and year first above written.**

DEPARTMENT OF TRANSPORTATION

BY: _____
ASST. STATE UTILITY AGENT

ATTEST OR WITNESS

(TITLE)

(NAME OF COMPANY)

BY: _____

TITLE: _____

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



M E M O R A N D U M

DATE: December 12, 2012

TO: Pat Pate, Asst. City Manager

FROM: W. Chris Thompson, PE, Director of Public Services
W. Chris Thompson

SUBJECT: Agenda Item – Design for Relocation of Water/Sewer Utilities on NCDOT Skeet Club Widening Project (U-3615B)

The North Carolina Department of Transportation is scheduled to bid the Skeet Club Road Widening project in October of 2013. This work involves relocation of conflicting areas of the water and sewer utilities within the project limits. Public Services has requested the NCDOT to utilize Davis Martin Powell (DMP) for the project as they are on an approved list of consultants for NCDOT projects.

NCDOT requires that the contract be between the consultant and the municipality and the work done therein will be reimbursed by the NCDOT. Exemption for this selection is requested as the NCDOT has already performed the selection based process for professional services and DMP is one of several firms that are on the list.

In this case, DMP is a logical choice due to their proximity to the project, their familiarity with the City of High Point specifications and standards, as well as their past experience and involvement in previous projects along Skeet Club Road.

Public Services will be present for any questions.

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-
Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the
State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211
South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as
follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor,
materials, tools, equipment, and services, and perform and complete all work required for the provision of
Engineering Design and Contract Administration Services for NCDOT Project U-
3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in
current funds. The City will compensate the *Consultant* for the work and Scope of Services described
herein for the negotiated lump sum amount of \$ 69,690.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of
Services will be made monthly based on the percentage of work completed during the preceding month
and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden,
general and administrative overhead, profit, travel, equipment, and materials necessary to complete the
tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to
the subject matter contained herein and merges all prior discussions and agreements between them. No
agent or representative of the Consultant has authority to make any representations, statements,
warranties or agreements not herein expressed and all modifications or amendments to this agreement,
including the appendices, must be in writing signed by an authorized representative of each of the parties
hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly
authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____
President (Signature)

Attest: _____
Secretary (Signature)

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

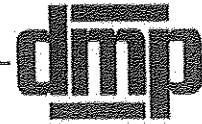
Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



November 2, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
DMP Project 120071 (BF)
Proposed Engineering Design Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal to the City of High Point for utility engineering design services on NCDOT Project U-3615B, which is the Skeet Club Road widening project from west of Johnson Street to Eastchester Drive.

I. UNDERSTANDING OF THE PROJECT

The Utility Analysis and Preliminary Routing Report (UAPR) for the project has been completed and presented to both the City and NCDOT. Potential or known conflicts between the City's water and sewer system and the road widening project have been identified in the UAPR. Based on the findings presented in the UAPR, we have developed the scope of work for design of water and sewer relocations to resolve conflicts with the proposed roadway and storm drainage improvements.

Summary of UAPR Findings

A summary of the potential or known conflicts identified in the UAPR is as follows:

Sheets 4 and 5

- Approximately 260 L.F. of 8" gravity sewer must be lowered to avoid proposed parallel 66" RCP's that will be installed across Skeet Club Road, and a section of the existing 12" water line must be relocated around these same proposed storm drain pipes.
- On Sheet 5, SUE data has been requested where a proposed 15" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now we will assume there is a conflict, requiring a section of the 12" water line to be relocated.
- On Sheet 5, a section of 16" water line will need to be supported in place or removed and re-installed where proposed parallel 66" RCP's will be installed across Johnson St.
- Several fire hydrants and water meters will need to be relocated.

Sheet 6

- SUE data has been requested where a proposed 30" RCP will cross the existing 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 7

- The 12" water line will need to be relocated around the proposed parallel 54" RCP's.
- Two (2) fire hydrants and one (1) water meter will need to be relocated.

Sheet 8

- Up to 400 L.F. of 8" gravity sewer may need to be relocated to avoid conflicts with a proposed stormwater retention basin and associated piping. (The existing 8" sewer line is not shown on the plans, but as-built records indicate its location may be in conflict. We have asked NCDOT to locate the existing sewer line and add it to the plans for further evaluation.)
- We also anticipate that the 12" water line will need to be relocated at two locations to avoid conflicts with proposed storm drain pipes.
- Three (3) fire hydrants will need to be relocated.

Sheets 9 and 10

- Construction of the new bridge over Oak Hollow Lake will require a section of the existing 12" water line to be relocated. In the UAPR, we presented a potential route for an 800 L.F. relocation under Oak Hollow Lake to the south of the bridge, which would typically be installed by directional drilling method. During the design phase, we will also evaluate the option of attaching the water line to the underside of the new bridge, as requested by the City of High Point.
- The previously abandoned pump station wetwell, below grade fiberglass pump station, and generator building must be demolished since proposed fill will extend over the old pump station site. Details concerning demolition of the old pump station will need to be shown on the Utility Construction plans.
- On Sheet 9, a section of 12" water line near -L- STA 234+30 will need to be relocated where a proposed 24" RCP will be installed across Skeet Club Road.
- On Sheet 9, SUE data has been requested where a proposed catch basin and 15" RCP will cross the existing 12" water line on the west side of Waterview Road. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheets 9 through 13

- Approximately 5,550 L.F. of the existing 10" force main is still in service, which was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station accounted for the fact that the existing 10" force main would eventually be replaced with a new 16" force main. If the 10" force main was to remain in service, approximately 25 potential storm drain conflicts would have to be evaluated, and a section of the 10" force main would have to be relocated at the proposed bridge over Oak Hollow Lake. A proposed route for the replacement 16" force main along the south side of the road under the lake was presented in the UAPR. During the design phase, we will also evaluate the option of attaching the upsized 16" force main to the underside of the bridge, as requested by the City of High Point. Plan/profile drawings for the proposed 16" force main will be included with the Utility Construction plans.

The City of High Point will be responsible for the construction cost of the replacement 16" force main because the existing 10" force main lies inside the previously existing DOT right-of-way. However, if the existing 10" force main was going to remain in service, historically DOT would pay for the analysis of potential conflicts between the

existing force main and proposed roadway project. Approximately twenty-five (25) potential conflicts would have to be evaluated along with SUE investigations if the existing 10" force main was going to remain in service. Since these potential conflicts do not have to be evaluated and SUE investigations do not have to be performed, the City could request for DOT pay for the design cost of the replacement 16" force main, which will be less than the cost for the associated evaluation and SUE investigations.

Sheet 11

- Two (2) existing 8" gravity sewer lines and an existing 12" water line must be relocated to resolve conflicts with a proposed 8' x 8' box culvert.
- SUE data has been requested at several locations to evaluate potential conflicts between existing water lines and proposed storm drain pipes. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of these water lines to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 12

- Relocations of the existing 12" water line will be required in at least two locations to resolve conflicts with proposed storm drain pipes.
- Several fire hydrants and water meters will need to be relocated.

Sheets 13 through 17

- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this section of force main was generally outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way.

At the time the force main extension was designed, roadway plans were not available for that section of the proposed Skeet Club Road widening. Now that roadway plans have been reviewed, it is evident that the road will be widened generally to the south of the existing road and will be located on top of the existing 16" force main. Approximately 30 potential storm drainage conflicts have been identified along the 5,900 L.F. route of the existing 16" force main. Approximately 1,500 L.F. of the 16" force main must be relocated outside of a roadway widening cut section to avoid conflicts with grading operations and storm drainage piping.

SUE data has already been provided at 5 other locations to verify potential conflicts and to generally determine if the depth of the existing 16" force main conforms to construction plan records. Six (6) other potential conflicts may exist and additional SUE data has been requested so these locations can be evaluated. The design phase will include the evaluation of these potential conflicts and preparation of plan/profile drawings and details to resolve all the force main conflicts identified.

Sheet 13

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at two other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 14

- Several fire hydrants and water meters will need to be relocated.

Sheet 15

- Relocation of the existing 12" water line will be required in at least one location to resolve a conflict with a proposed 15" RCP. SUE data has been requested at one other location where a proposed storm drain pipe will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be a conflict, requiring a section of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 16

- SUE data has been requested at four other locations where proposed storm drain pipes will cross the 12" water line. We will evaluate the SUE data once it is available, but for now it is assumed that there will be conflicts, requiring sections of the 12" water line to be relocated.
- Several fire hydrants and water meters will need to be relocated.

Sheet 17

- Approximately 170 L.F. of 8" gravity sewer line may need to be relocated if the locations of proposed storm drainage piping and structures cannot be revised to avoid conflicts with the existing sewer system.
- Several fire hydrants and water meters will need to be relocated.

II. SCOPE OF WORK

Engineering services for this project will include the following design and limited construction administration services:

A. Design Phase

The first task will involve initial project set-up, which would include coordination with the DOT Utilities Unit to obtain the latest Microstation files for the roadway project. These files will include base mapping of planimetric features, topography, and property lines, as well as proposed roadway and storm drainage files. This task would also include setting up the Utility Construction plan sheets according to DOT standards.

After completing the initial project set-up, we will proceed with the analysis of additional requested SUE data for potential water and sewer conflicts, design/drafting services to produce Utility Agreement Plans and final Utility Construction Plans, and preparation of Project Special Provisions.

DMP will provide necessary coordination between the City's Public Services Department and the DOT Utilities Unit. DMP will prepare plan and profile drawings in Microstation, and standard DOT plan notations will be used so the drawings can be readily incorporated into the overall DOT bid letting package. DMP will prepare a quantity take-off spreadsheet for all the water and sewer utility work included in the project, and we will identify whether the City or DOT is responsible for the construction cost of water and sewer relocations on a sheet-by-sheet basis.

B. Construction Phase

DMP will provide the following services as directed by the City of High Point Public Services Department during the construction phase of the project:

- Attend the pre-construction meeting.
- Review shop drawings and submittals from the contractor.
- Review and respond to Requests for Information (RFI's) or other questions from the Contractor, City, or DOT.
- Conduct periodic site visits as necessary (up to 12 total visits are planned during the construction period).

III. COMPENSATION

Compensation for services described in the Scope of Work shall be as follows:

A. Design: Lump Sum Fee of \$57,040.00

B. Construction Administration: Hourly in accordance with the attached Standard Rate Schedule, Not-to-Exceed \$12,650.00.

IV. SCHEDULE

The DOT Utilities Unit has indicated that Utility Agreement Plans are due by March 1, 2013, and final Utility Construction Plans and Project Special Provisions are due by June 1, 2013.

DMP has already begun work on the project based on the understanding that DOT will reimburse the City for the cost of engineering design services. Our goal is to submit preliminary Utility Agreement Plans to the City and DOT for review by 1/15/2013. Provided that the City and DOT can complete their review of the preliminary Utility Agreement Plans by 2/1/2013, DMP will address any review comments and finalize the Utility Agreement Plans by 3/1/2013.

After the Utility Agreement Plans are submitted, DMP will continue working on the Utility Construction Plans and Special Provisions and will have these ready by 6/1/2013.

V. ADDITIONAL SERVICES

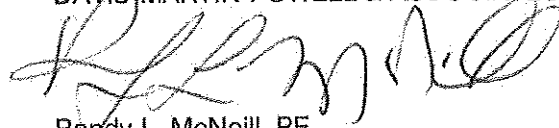
Additional services would be negotiated and agreed to in writing before providing these services. If any geotechnical investigations are required as part of the project, DOT may elect to undertake these services directly with their own consultant, or the City could retain DMP to manage the work of a geotechnical sub-consultant as an additional service.

DOT is currently assigning SUE investigations to on-call consultants through their Location & Surveys Unit as needed. DMP can perform additional SUE work as an additional service to provide any other discovered SUE needs in a very timely manner if necessary to avoid adversely impacting the final design completion schedule.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let us know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Attachment A – Standard Terms and Conditions

Attachment B – Standard Rate Schedule

Attachment C – Estimated Manhour and Fee Worksheets

Accepted: City of High Point, NC By: _____ Title: _____	Date: _____
--	-------------

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.
8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of Consultant.
9. **Limitation of Liability:** Consultant's liability to Client for any claim, loss or damage asserted by Client, its agents or employees, or any third party claiming through Client, arising out of an alleged breach of this Agreement or any other act, error or omission of Consultant, shall not exceed the greater of \$50,000.00 or the fees actually paid Consultant. If Client desires a higher limit of liability, the parties may agree to an increased fee to offset the increased limit of liability.
10. **Disclaimer of Consequential Damages:** In no event shall Consultant be liable to Client for any special, indirect, incidental or consequential loss or damages, including but not limited to lost profits and loss of use arising from or relating to the Services.
11. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client. There are no intended third-party beneficiaries of this Agreement.
12. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

13. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.
14. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement or other representations by Consultant, its agents or employees shall be construed or interpreted as a guarantee of approval by any board or agency.
15. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
16. **Accrual of Actions:** As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of Consultant's final invoice for the Services.
17. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.
18. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations.

Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

19. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.
20. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests. Client acknowledges that it cannot be an additional named insured under any policy of insurance providing coverage for Professional Errors and Omissions.
21. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.
22. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"

STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Associate	\$150
Senior Project Manager.....	\$125
Project Manager	\$110
Project Engineer/Surveyor	\$ 95
Senior Technician.....	\$ 90
Technician I.....	\$ 80
Technician II	\$ 65
Technician III	\$ 50
Construction Manager.....	\$100
Senior Construction Representative	\$ 70
Construction Representative	\$ 60
3-Man Surveying Crew	\$130
Standard Surveying Crew.....	\$105
Administrative Assistant	\$ 50
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3.00
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, monuments, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%

Rev. July 2012

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

DESIGN - WATER AND SEWER RELOCATIONS					
Task 1 - Project Initiation and Set-up					
A. Meet with staff from the DOT Utilities Unit, review scope of roadway improvements, obtain digital Microstation files for roadway project, download files, set up & plot roadway plans. Meet with City of High Point staff to review the project.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
SUBTOTAL = \$					3,400
B. Set up Utility Construction Plans per DOT standards					
Senior Project Manager	16 hours	x	\$125 per hour	= \$	2,000
Engineering CAD Tech. II	40 hours	x	\$65 per hour	= \$	2,600
SUBTOTAL = \$					4,600
Task 2 - Design Relocations of Existing Water and Sewer Lines					
A. Analyze potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements using requested SUE data.					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Project Engineer	24 hours	x	\$95 per hour	= \$	2,280
SUBTOTAL = \$					3,680
B. Design/Drafting of Utility Agreement Plans & Utility Construction Plans					
Associate	40 hours	x	\$175 per hour	= \$	7,000
Senior Project Manager	40 hours	x	\$125 per hour	= \$	5,000
Project Engineer	100 hours	x	\$95 per hour	= \$	9,500
Senior Technician	100 hours	x	\$90 per hour	= \$	9,000
Engineering CAD Tech. II	80 hours	x	\$65 per hour	= \$	5,200
SUBTOTAL = \$					35,700
Task 3 - Project Special Provisions					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Task 4 - Quantity Take-Off and QA/QC Review for DOT Bid Package					
Associate	8 hours	x	\$175 per hour	= \$	1,400
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	20 hours	x	\$95 per hour	= \$	1,900
SUBTOTAL = \$					4,300
Task 5 - Permit Applications					
Senior Project Manager	8 hours	x	\$125 per hour	= \$	1,000
Project Engineer	16 hours	x	\$95 per hour	= \$	1,520
SUBTOTAL = \$					2,520
Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	= \$	120
24"x36" Prints	100 sheets	x	\$2.00 per sheet	= \$	200
SUBTOTAL = \$					320
TOTAL ESTIMATED DESIGN FEE, WATER AND SEWER RELOCATIONS = \$					57,040

Attachment C

City of High Point
 NCDOT Project U-3615B
 Proposed Engineering Services
 Estimated Manhours and Fees

CONSTRUCTION ADMINISTRATION					
1. Attend Pre-Construction Meeting					
Senior Project Manager	6 hours	x	\$125 per hour	=	\$750
2. Review Shop Drawings and Submittals from Contractor					
Project Engineer	8 hours	x	\$95 per hour	=	\$760
3. Review and Respond to RFI's from Contractor					
Senior Project Manager	16 hours	x	\$125 per hour	=	\$2,000
Project Engineer	16 hours	x	\$95 per hour	=	\$1,520
SUBTOTAL =					\$3,520
4. Conduct Periodic Site Visits (12 total visits planned)					
Senior Project Manager	60 hours	x	\$125 per hour	=	\$7,500
5. Estimated Reimbursables					
Mileage	200 miles	x	\$0.60 per mile	=	\$120
SUBTOTAL =					\$120
TOTAL ESTIMATED FEE, CONSTRUCTION ADMINISTRATION =					\$12,650

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT made this _____ day of _____, 20____, by and between Davis-Martin-Powell and Associates, Inc. (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Consultant*, and the City of High Point, 211 South Hamilton Street, High Point, Guilford County, North Carolina, 27260, hereinafter called *The City*.

WITNESSETH, that the *Consultant* and *The City*, for the consideration stated herein, mutually agree as follows:

ARTICLE 1 - Statement of Work, The *Consultant* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services, and perform and complete all work required for the provision of Preliminary Utility Analysis Engineering Services for NCDOT Project U-3615B, Skeet Club Road Widening all in strict accordance with Scope of Services attached hereto.

ARTICLE 2 – Compensation, *The City* will pay the *Consultant* for the performance of the contract, in current funds. The City will compensate the *Consultant* for the work and Scope of Services described herein for the negotiated lump sum amount of \$ 26,500.00.

ARTICLE 3 – Method of Payment – Payment to Consultant for services provided under the Scope of Services will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

This cost shall constitute complete compensation for all direct labor, sub-contract labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

This contract including its appendices embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Consultant has authority to make any representations, statements, warranties or agreements not herein expressed and all modifications or amendments to this agreement, including the appendices, must be in writing signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, City and Consultant have caused this contract to be executed by their duly authorized representatives this _____ day of _____, 20____.

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. Findings Confidential. All of the reports, information, data, etc. prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees that it will prohibit discrimination in employment on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age or any other factor which cannot be lawfully used as the basis for employment decisions.

12. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the city, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.

14. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Signature Page for Incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____

President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20____.

Corporate Name

(SEAL)

By: _____

President (Signature)

Attest: _____

Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____

Bernita Sims, Mayor

Lisa Vierling, City Clerk

Signature Page for Un-incorporated Firms

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in 5 original copies on the day and year first above written.

Consultant

By: _____
Authorized Signature

Name above (Typed or Printed)

Title: _____

Street Address

City/State

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid,
certify that _____ personally came before me this day and
acknowledge that he/she is the _____ (title) of _____, a
company organized in the state of _____ and that by authority
duly given and as the act of the company, the foregoing instrument was signed in its name by its
_____ (title).

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA

The City

P O Box 230, High Point, NC 27261

Address

By: _____
Bernita Sims, Mayor

Lisa Vierling, City Clerk

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

Date: _____

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date: _____



May 18, 2012

Re: City of High Point
Skeet Club Road Widening
NCDOT Project U-3615B
Proposed Engineering Services

Mr. Chris Thompson, PE, PLS
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

Dear Chris:

Davis-Martin-Powell (DMP) is pleased to offer this proposal for utility engineering services related to NCDOT Project U-3615B, which is the proposed widening of Skeet Club Road, beginning just west of Johnson Street and ending at Eastchester Drive.

I. Qualifications

Through our knowledge of High Point's water and sewer system and our years of experience in providing utility engineering services for NCDOT roadway projects, DMP is highly qualified to provide engineering services for this project. DMP has held consecutive On-Call Utility Engineering Design Contracts with the NCDOT Utilities Unit since 2000. Over the past 12 years, DMP has provided utility engineering services for twenty-four (24) NCDOT projects throughout the state, many similar in scope to the Skeet Club Road project. DMP performed engineering services for the following NCDOT projects involving water and/or sewer facilities owned by High Point:

- B-3652 – Main Street Bridge Replacement over Deep River in Jamestown
- U-2536C – High Point Intermediate Loop
- U-2702 – Surrett Drive Widening
- U-2717 – Kivett Drive Widening
- U-2913B – Guilford College Road Widening

On these projects, DMP worked closely with City staff and the NCDOT Utilities Unit to identify conflicts with existing water and sewer lines, analyze solutions, and identify betterment needs, such as upsizing existing water and sewer lines, and incorporating new water and sewer line extensions as part of the roadway projects.

We are accustomed to working with MicroStation files, and we are familiar with NCDOT standards relating to water and sewer improvements as part of roadway projects. Our knowledge and experience, technical capabilities, and relationships with staffs from both the City of High Point and the NCDOT Utilities Unit make DMP uniquely qualified to provide engineering services for this project.

II. Understanding of the Project

DMP has reviewed preliminary roadway plans for the project, and we offer the following comments pertaining to the City's water and sewer facilities:

- The 3.5-mile project corridor includes water and sewer lines throughout.
- An existing 12" D.I. water main extends the entire length of the project, and approximately sixty (60) potential storm drainage conflicts must be evaluated. Also, this existing water main must be relocated around the proposed bridge replacement over Oak Hollow Lake near Waterview Road.
- Approximately thirty (30) potential storm drainage conflicts involving other water lines extending from or crossing the 12" water main must also be evaluated.
- Several years ago, DMP designed the new Waterview Pump Station in anticipation of the Skeet Club Road widening project. The existing pump station was due for an upgrade, so it made sense to design a new station that would be located outside the limits of the planned roadway corridor. The new pump station was constructed outside the proposed construction corridor of the road widening project, and the existing pump station wet well, below-grade fiberglass pump station, and stand-by generator building were abandoned in place at that time. Demolition of the abandoned structures must be included as part of the road widening project.
- Approximately 5,300 LF of existing 10" force main remains in service that was part of the original Waterview pumping system. Design of the replacement Waterview Pump Station took into consideration the eventual replacement and upsizing of this section of force main, from a 10" to a 16" force main. If the 10" force main was to remain in service, approximately thirty (30) potential storm drain conflicts and relocation at the proposed bridge over Oak Hollow Lake would be necessary. A route for the replacement 16" force main along the south side of the road must be designed to avoid conflicts with proposed roadway and storm drain improvements.
- When the Waterview Pump Station was replaced, the discharge location of the force main was diverted from Braddock Road to a gravity outfall on the east side of Eastchester Drive. The route selected for this new section force main was generally located outside the previously existing DOT right-of-way, and easements were obtained on private properties just south of existing DOT right-of-way. At the time the force main extension was designed, plans were not available for that section of the proposed Skeet Club Road widening. Now that we have had a chance to review the preliminary roadway plans, it is evident that the road will be generally widened on the south side of the existing road and will be located on top of the 16" force main that was constructed as part of the Waterview Pump Station replacement. Approximately thirty (30) potential storm drainage conflicts must be evaluated along the 5,400 LF route of the existing 16" force main.
- Existing gravity sewers are located along the entire length of roadway widening project, and approximately seventy (70) potential storm drainage conflicts must be evaluated to determine if any of these sewer lines must be relocated.

III. Scope of Work

DMP typically provides utility engineering services for NCDOT projects in two phases, which are commonly referred to as the Analysis Phase and the Design Phase. The Analysis Phase includes detailed evaluation of potential conflicts between existing water/sewer lines and proposed roadway and storm drainage improvements, and preparation of a Utility Analysis and Preliminary Routing (UAPR) report. The Design Phase includes engineering design and preparation of Utility Construction Plans and Project Special Provisions associated with proposed water/sewer line relocations and new water/sewer line extensions that are identified in the Analysis Phase. The scope of this initial engineering services proposal is limited to the Analysis Phase of the project.

The UAPR will include a sheet-by-sheet analysis of the roadway plans to identify potential conflicts between water/sewer lines and the planned roadway and storm drainage improvements. Each sheet analysis will include the following items:

- Color-coded half-size plan sheets with line identifiers used in the write-up of the UAPR for each sheet of the roadway plans.
- General description of all water and sewer lines on each sheet.
- Evaluation of potential conflicts between proposed storm drainage improvements and existing water lines or force mains. Approximately 110 potential conflicts must be evaluated.
- Evaluation of potential conflicts between proposed storm drainage improvements existing gravity sewer lines. Approximately 70 potential conflicts must be evaluated.
- Evaluation of potential routing options to relocate the existing water main and force main at the proposed bridge replacement over Oak Hollow Lake.
- Evaluation of potential routing options for replacement of the existing 10" force main, to be upsized to a new 16" force main.
- Evaluation of potential options for demolition of the previously abandoned Waterview Pump Station wet well, fiberglass below grade pump station, generator building, manholes, and gravity sewers.

IV. Compensation

As mentioned above, the scope of this proposal is limited to the Analysis Phase of the project. Based upon our review of the preliminary roadway plans, meetings with City and DOT staffs, and the anticipated manhours required to complete this phase of the project, DMP proposes to provide utility engineering services for the lump sum fee of \$26,500. A worksheet with a breakdown of the estimated manhours and cost for each task is attached for reference.

After the Analysis Phase is complete, the scope of work for the Design Phase can be developed, and a second proposal will be presented to the City outlining the engineering services and fees associated with the Design Phase.

V. Schedule

DMP can begin working on the Analysis Phase immediately upon receiving written authorization to proceed. The draft UAPR will be completed within 90 days of receiving the written authorization to proceed. If we are authorized to proceed by the first week of June, our goal would be to submit a draft UAPR to the City and the NCDOT Utilities Unit for review by August 31, 2012. We anticipate that the UAPR would be finalized within 30 days after receiving any review comments from the City and/or NCDOT.

We understand that NCDOT desires to have Utility Agreement Plans by the end of 2012. Utility Agreement Plans are preliminary Utility Construction Plans which are used as the basis for establishing the municipal agreement between the City and NCDOT. Final Utility Construction Plans and Project Special Provisions are typically due several months following submission of the Utility Agreement Plans. Completion dates and milestones for the Design Phase will be outlined in the Design Phase proposal.

VI. Additional Services

The engineering services for the Design Phase will be negotiated after the UAPR is completed and a detailed scope of design services is determined. If any subsurface utility engineering (SUE) investigations are required as part of the project, these would either be handled directly by the NCDOT Location & Surveys Unit, or DMP can perform this as an additional service.

We greatly appreciate the opportunity to assist the City of High Point and NCDOT with the Skeet Club Road widening project. If acceptable, please execute this agreement and return one signed copy to our office. If you have any questions or need additional information, please let me know.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Randy L. McNeill, PE
Vice-President

Enclosures:

Estimated Manhours and Fee Worksheet
Attachment A – Standard Terms and Conditions
Attachment B – Standard Rate Schedule

Accepted: City of High Point, NC	
By: _____	Date: _____
Title: _____	

City of High Point, NC
Skeet Club Road Widening - NCDOT Project U-3615B
Proposed Utility Engineering Services for
Water and Sewer System Analysis and Preparation of UAPR
Estimated Breakdown of Manhours and Fee by Task

Analysis Phase					
Task 1 - Preliminary planning and project set-up					
A. Meet with DOT staff, review scope of roadway improvements and obtain pertinent Microstation files for roadway project, download files, set up data and plot roadway plans.					
Sr. Associate	8 hours	x	\$ 175 per hour	=	\$1,400
Sr. Project Manager	24 hours	x	\$ 120 per hour	=	\$2,880
B. Meet with City staff, review scope of water, sewer, and force mains along roadway, obtain as-builts for comparison with roadway plans.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Subtotal, Task 1 =					\$5,940
Task 2 - Evaluate potential storm drainage conflicts at approximately 110 locations on water lines or force mains.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	40 hours	x	\$ 95 per hour	=	\$3,800
Subtotal, Task 2 =					\$5,460
Task 3 - Evaluate potential storm drainage conflicts at approximately 70 locations on gravity sewer lines.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	12 hours	x	\$ 120 per hour	=	\$1,440
Project Engineer	60 hours	x	\$ 95 per hour	=	\$5,700
Subtotal, Task 3 =					\$7,840
Task 4 - Evaluate routing options to relocate water main and force main at the bridge widening.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 4 =					\$2,420
Task 5 - Evaluate routing options for replacement of 10" force main with 16" force main.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 5 =					\$2,420
Task 6 - Evaluate demolition options for previously abandoned pump station, wet well, building, and manholes.					
Sr. Associate	4 hours	x	\$ 175 per hour	=	\$700
Sr. Project Manager	8 hours	x	\$ 120 per hour	=	\$960
Project Engineer	8 hours	x	\$ 95 per hour	=	\$760
Subtotal, Task 6 =					\$2,420
Total Estimated Fee for Preparation of UAPR (Tasks 1 - 6) =					\$26,500

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions are incorporated by reference in the accompanying Proposal or Agreement (Agreement) between Davis-Martin-Powell & Associates, Inc. (Consultant) and its Client for the performance of Engineering, Surveying, Planning, or other services (Services) as indicated.

1. **Period of Offer:** This Agreement is valid for a period of 60 days from the date unless otherwise extended in writing by Consultant. Consultant may withdraw an Agreement at any time prior to its expiration date.
2. **Performance of Services:** Consultant shall perform the Services as outlined in this Agreement in consideration of the stated fee and payment methods.
3. **Access to Site:** Unless otherwise stated, Client shall provide Consultant right-of-access to the project site(s) for activities necessary for the performance of the services. Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Additional Services:** In the event Client requests Consultant to provide services not specifically described in the Agreement, or in the event Consultant, or anyone employed by Consultant, is called upon to be deposed or to testify in a matter to which Consultant is not a named party as a result of Services performed hereunder, Client agrees to compensate Consultant in accordance with the Billing Rate Schedule set forth in this Agreement unless both parties agree in writing to a compensation basis.
5. **Rate Schedule:** If no Rate Schedule is set forth, compensation shall be at the Consultants' then effective Rate Schedule. Consultant may adjust the Rate Schedule annually to reflect equitable changes in the various categories.
6. **Period of Service:** This Agreement and the compensation set forth herein are established in anticipation of the continuous progress of the services. In the event of suspension of Services by Client, Consultant may at its option terminate this Agreement or request adjustment in amount of compensation.
7. **Payment Terms:** Client agrees to pay Consultant for all services performed and all costs incurred. Prior to providing services, Client shall deposit a Retainer with Consultant if so specified in

Agreement. The Retainer shall be credited on the final invoice and remaining balance, if any, refunded to Client. Invoices for the Consultant's services shall be submitted, at Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If Client reasonably objects to any portion of an invoice, Client shall notify Consultant in writing within 10 days from the date of receipt of invoice, give reasons for the objection, and pay that portion not in dispute. Failure to provide such written notice shall be deemed a waiver of all objections to that invoice.

Accounts unpaid 30 days after the invoice date may be subject to a monthly finance charge of 1.5% on the unpaid balance. If any invoice is not paid within 60 days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid 90 days after the billing, Consultant may institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees.

8. **Indemnification:** Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of Services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Consultant.
9. **Waiver:** In addition, Client agrees, to the maximum extent permitted by law, to waive any claims against Consultant arising out of the performance of these Services except for the sole negligence or willful misconduct of Consultant.
10. **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of Consultant, whether written or oral, and any plans, specifications or other documents and services provided by Consultant are for the sole use and benefit of Client on the named project and are not to be provided to any other person or entity without the prior written consent of Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Consultant or Client.

Attachment "A"
Davis-Martin-Powell & Associates, Inc.
Standard Terms and Conditions

11. **Ownership of Documents:** All documents produced by Consultant under this Agreement are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Client for any other purpose without the prior written consent of Consultant.

12. **Assignment:** This Agreement may not be assigned by either party without prior written approval by the other party. Client acknowledges that Consultant may subcontract portions of these Services without the approval of the Client.

13. **Certifications, Guarantees and Warranties:** Consultant will perform Services using the degree of skill and care ordinarily exercised under similar conditions by reputable members of the Consultants profession practicing in the same or similar locality at the time of this Agreement. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions. This Agreement considers only those regulations in effect 60 days prior to Agreement date. No portion of this Agreement shall be construed or interpreted as a guarantee of approval by any board or agency.

14. **Dispute Resolution:** Any claims or disputes between Client and Consultant arising out of the services to be provided by Consultant or out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, sub-consultants, sub-contractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

15. **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

16. **Site Responsibility:** The presence of Consultant's representatives will not relieve any contractor, subcontractor, or consultant not employed by Consultant, of their responsibility to perform their work in accordance with applicable laws and regulations. Client agrees that each contractor, subcontractor, or consultant not employed by Consultant shall solely be responsible for working conditions; security and safety of persons and

property; compliance with OSHA regulations; and providing all safety equipment and training necessary for the protection of its personnel.

Consultant's monitoring of others performance is not intended to include supervision of the others; review of safety procedures; nor is Consultant responsible for the safety or security at the site, other than its own employees. Consultant is not responsible for the contractor's failure to perform the work in accordance with the Contract Documents. Consultant does not have the right or duty to halt the work of others.

17. **Cost Estimates:** Consultant may provide opinions of construction and other project related costs as part of these Services. Consultant assumes no responsibility for such cost estimates as Consultant has no control over the costs of labor, materials, or services furnished by others, or the competitive bidding and market conditions.

18. **Insurance:** Consultant will maintain the following insurance coverage: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Errors and Omissions. Should Client request to be a named insured, or request the Consultant provide additional insurance coverage, Client agrees to reimburse the Consultant for any additional cost associated with such requests.

19. **Deliverables.** Consultant shall select the methods, software, and format of any deliverables utilized or created during performance of the work, unless otherwise stated in the Agreement or requested by the Client prior to commencement of work. Electronic deliverables shall be compatible with current industry standards and conversion to other formats shall be the responsibility of the recipient.

20. **Severability:** If any part of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts shall not be affected, and the rights of Consultant and Client shall be enforced as if the Agreement did not contain the illegal or unenforceable part.

These Standard Terms and Conditions and any other documents expressly referenced in the Agreement constitute the entire Agreement between the parties.

"Attachment B"
STANDARD RATE SCHEDULE

Senior Associate.....	\$175
Senior Electrical/Structural Engineer	\$125
Associate.....	\$150
Senior Project Manager.....	\$120
Project Manager.....	\$110
Electrical or Structural Engineer.....	\$110
Project Engineer/Surveyor	\$95
Engineering/Surveying Technician I.....	\$80
Engineering/Surveying Technician II	\$65
Engineering/Surveying Technician III.....	\$50
Construction Manager.....	\$100
Senior Construction Representative.....	\$70
Construction Representative	\$60
3-Man Surveying Crew	\$130
2-Man Surveying Crew	\$105
Robotics or Single Unit GPS.....	\$25
GPS Equipment – Three Unit System.....	\$55
Senior Administrative Assistant.....	\$55
Administrative Assistant	\$45
Travel Mileage	\$0.60
Copies (Letter, Legal, and Ledger sizes)	\$0.10
Color Copies (Letter and Legal)	\$0.50
Paper Prints (B Size, 12" x 18").....	\$0.50
Color Prints (B Size, 12" x 18").....	\$3
Paper Prints (C Size, 18" x 24").....	\$1.50
Paper Prints (D Size, 24" x 36")	\$2.00
Paper Prints (E Size, 30" x 42")	\$2.50
Color Plots or Mylar (C Size, 18" x 24").....	\$15
Color Plots or Mylar (D Size, 24" x 36").....	\$20
Color Plots or Mylar (E Size, 30" x 42")	\$25
Meals and Lodging.....	At Cost
Reimbursable Expenses (sub-consultants, courier, etc.)	At Cost+15%
Permit and Review Fee Reimbursement	At Cost+15%
Iron Pipes	\$1.50
Wood Stakes, Wire Flags, or Nails	\$0.50
Long Wood Stakes.....	\$1

Rev. January, 2009

UTILITY CONSTRUCTION PRELIMINARY ENGINEERING AGREEMENT

NORTH CAROLINA STATE HIGHWAY PROJECT NO. U-3615B

WBS ELEMENT: 34962.2.3

TRANSPORTATION IMPROVEMENT PROGRAM NO. U-3615B

COUNTY Guilford

This agreement made this ____ day of _____, 2012, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and the City of High Point hereinafter referred to as the COMPANY:

W I T N E S S E T H:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

The City has received permission from the NCDOT to allow Davis Martin Powell to perform the Utility Engineering Services for the Skeet Club Widening project.

Davis Martin Powell will provide the Analysis Phase and Engineering Design of the water, sanitary sewer, and force main sewer mains for Skeet Club Rd.

known as route 1820 in Guilford County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 34962.2.3 and,

WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the DEPARTMENT has agreed to reimburse the COMPANY for preliminary engineering charges associated with certain adjustments to be made to the existing facilities of the COMPANY.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of preliminary engineering, all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. The before mentioned estimate is attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any preliminary engineering not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

5. That the preliminary engineering work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

X BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to a NCDOT pre-approved firm who submitted a proposal that conforms with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation of proposals and qualifications.

6. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 1st day of December, 2013.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

X Preliminary Engineering will be complete allowing adequate time for materials and completion of certain adjustments prior to highway construction.

____ Preliminary Engineering will be complete prior to highway construction; however, certain adjustments are not expected to be complete prior to highway construction.

____ Other (Specify) _____

7. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

a. X Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

b. ____ Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

c. ____ On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

8. Indicate if (a), (b), or (c) is applicable:

a. X That the preliminary engineering is for the adjustments of existing facilities in conflict with said project.

b. ____ That the preliminary engineering involves COMPANY'S request for new facilities in addition to adjustments of existing facilities in conflict with said project.

If (c) is applicable, set forth credit to the project for the accrued depreciation of the facility being replaced.

9. That the total estimated cost of the preliminary engineering proposed herein, including all cost to the DEPARTMENT and COMPANY is estimated to be ----- \$ 96,190.00

The estimated preliminary engineering cost to the DEPARTMENT, including all cost less any preliminary engineering for new facilities requested by the COMPANY. ----- \$ _____

The estimated cost to the COMPANY for any additional preliminary engineering charges for new facilities requested by the COMPANY will be ----- \$ _____
(The above costs shall be supported by attached estimate and plans)

10. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

11. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the State Utility Agent. One final and detailed complete billing of all costs shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within 6 months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

12. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

13. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement, the DEPARTMENT does not obligate itself to participate in future payments for preliminary engineering.

**IN WITNESS WHEREOF, the parties hereby have affixed their names by
their duly authorized officers the day and year first above written.**

DEPARTMENT OF TRANSPORTATION

BY: _____
ASST. STATE UTILITY AGENT

ATTEST OR WITNESS

(TITLE)

(NAME OF COMPANY)

BY: _____

TITLE: _____



MEMORANDUM

TO: Mayor, City Council and City Manager

FROM: *REM* Randy E. McCaslin, Assistant City Manager

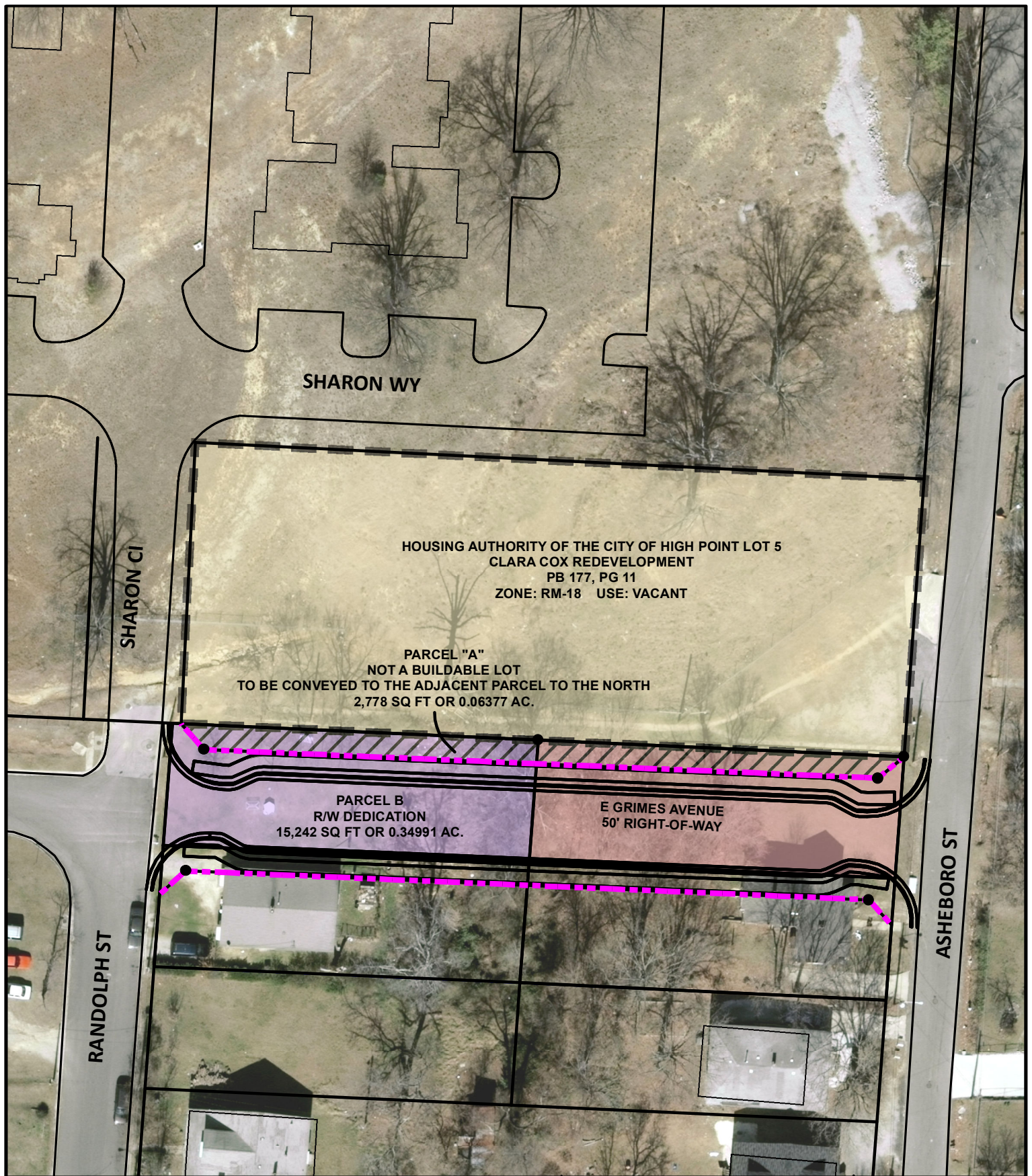
DATE: December 11, 2012

SUBJECT: Remnant Property Return to High Point Housing Authority

Enclosed you will find a Resolution authorizing the return of unused property from the extension of East Grimes Avenue from Randolph to Asheboro Streets, to the High Point Housing Authority. Earlier this year, the City completed this project in cooperation with the Housing Authority.

On the enclosed map, you will see two shaded lots - one fronting on Randolph Street and the second fronting on Asheboro Street - over which the East Grimes Avenue extension was constructed. These two lots were purchased by the Housing Authority and deeded to the City for this street construction. The City agreed at the time, that if there was any property not needed for the street right of way, it would be returned to the Housing Authority, as they have plans to construct residential units fronting on this extension of East Grimes Avenue. The hatched area on the map (2,778 square feet or 0.06377 acre) is the unused land we are recommending be returned to the Housing Authority.

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



High Point Housing Authority Property
Lot 5 Clara Cox Redevelopment

**Planning & Development
Department**

City of High Point

Date: December 11, 2012



Scale: 1" = 50'

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns two tracts of land located at 906 Asheboro Street and 815 Randolph Street in the City of High Point and more particularly described in Deed Book 7340, Page 679 and Deed Book 7246, Page 891 of the Guilford County Registry (“Property”); and

WHEREAS, the majority of the Property was necessary for the City of High Point’s construction of the extension of Grimes Avenue. However, there is a small, unusable portion of the Property remaining; and

WHEREAS, the Housing Authority of the City of High Point owns a tract of land adjacent to the unusable portion of the Property. The tract of land owned by the Housing Authority of the City of High Point is located at 904 Asheboro Street in the City of High Point and is more particularly described in Plat Book 177, Page 11 of the Guilford County Registry; and

WHEREAS, the North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation, if the city is authorized by law to appropriate money to the corporation; and

WHEREAS, North Carolina General Statute § 160A-456(b) authorizes a city to exercise directly those powers granted by law to housing authorities giving a city the ability and authority to undertake any activity that may be undertaken by a housing authority; and

WHEREAS, North Carolina General Statute § 157-3(12) defines a housing project to include programs that assist developers of multifamily housing and developers and owners of owner-occupied housing; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes cities to appropriate money to private organizations to carry out any activity that a city may carry out directly; and

WHEREAS, the City of High Point has negotiated with The Housing Authority of the City of High Point (“Housing Authority”) to convey the unusable portion of the above-described Property to the Housing Authority;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to a 0.06377 acre tract of land which is a portion of the

Property located at 906 Asheboro Street and 815 Randolph Street in the City of High Point, and is more particularly described in Deed Book 7340, Page 679 and Deed Book 7246, Page 891 of the Guilford County Registry, more particularly described on Plat Book 183, Page 72 of the Guilford County Registry as: "Parcel A, not a buildable lot to be converted to the adjacent parcel to the North, 2,778 square feet or 0.63.77 acres."

2. The consideration of the conveyance is the Housing Authority's agreement to use this property only for the "public" purpose of furthering the mission of the Housing Authority in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the _____ day of _____, 2012.

CITY OF HIGH POINT

By _____
Bernita Sims, Mayor

Attested to:

Lisa Vierling, City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 11, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Andrew Putnam and Ms. Martha Shepherd.

P. Hunter Dalton

Street Abandonment Case 12-12

A request by P. Hunter Dalton to abandon all of Obsidian Court, being located south of Marble Drive, and east of White Farm Lane.

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

The applicant, Mr. Hunter Dalton, was present to address any questions from the commission.

No one spoke in opposition to this request.

The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 12-12 by a vote of 5-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 12-12
December 11, 2012**

Request	
Applicant: P. Hunter Dalton	Proposal: To abandon all of Obsidian Court, a partially improved right-of-way, located south of Marble Drive and east of White Farm Lane.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Marble Drive	Local street	50 ft. right-of-way; 30(+/-) ft. w/curb & gutter

Adjacent Property Zoning and Current Land Use		
North	Conditional Use Planned Unit Development Residential (CU-PDR)	Single family dwelling (<i>across Marble Drive</i>)
East	Conditional Use Planned Unit Development Residential (CU-PDR)	Club house with pool and undeveloped parcels
South	Conditional Use Planned Unit Development Residential (CU-PDR)	Undeveloped parcels
West	Conditional Use Planned Unit Development Residential (CU-PDR)	Undeveloped parcels

Analysis

The applicant is requesting that all of this street right-of-way be abandoned to facilitate a new street circulation pattern for this portion of the Whitestone Subdivision. The Whitestone Subdivision obtained zoning approval in 2005 for a Planned United Development (PUD) zoning district. This PUD District consisted of a single-family detached dwelling tract, multifamily dwelling tract and a townhome tract. Obsidian Court was part of the townhome tract and was initially platted as an approximately 250-foot long street terminating as a cul-de-sac, similar to Limestone Court and Basalt Court to the west.

In 2011, the applicant obtained City Council approval to amend the PUD zoning to 1) change the land area along Obsidian Court from being developed for townhomes and adding the area to the single family detached dwelling tract; and 2) redesign the street network to extend Obsidian Court southeast to intersect with Core Avenue, thus creating a looped traffic circulation pattern along the eastern half of the subdivision.

This new street circulation pattern is currently under construction. Thus, the applicant has submitted this application to abandon the old street layout and will record a new plat establishing the new street layout. The abutting property owners consist of parcels owned by the applicant and common area under control of the Whitestone Homeowners Association. There are water

lines and stormwater lines in portions of this right-of-way. Appropriate easements will be provided over these utilities when the Technical Review Committee reviews the plat for the new street configuration.

Findings

The Technical Review Committee (TRC) reviewed this request on October 24, 2012 and identified no concerns related to the abandonment.

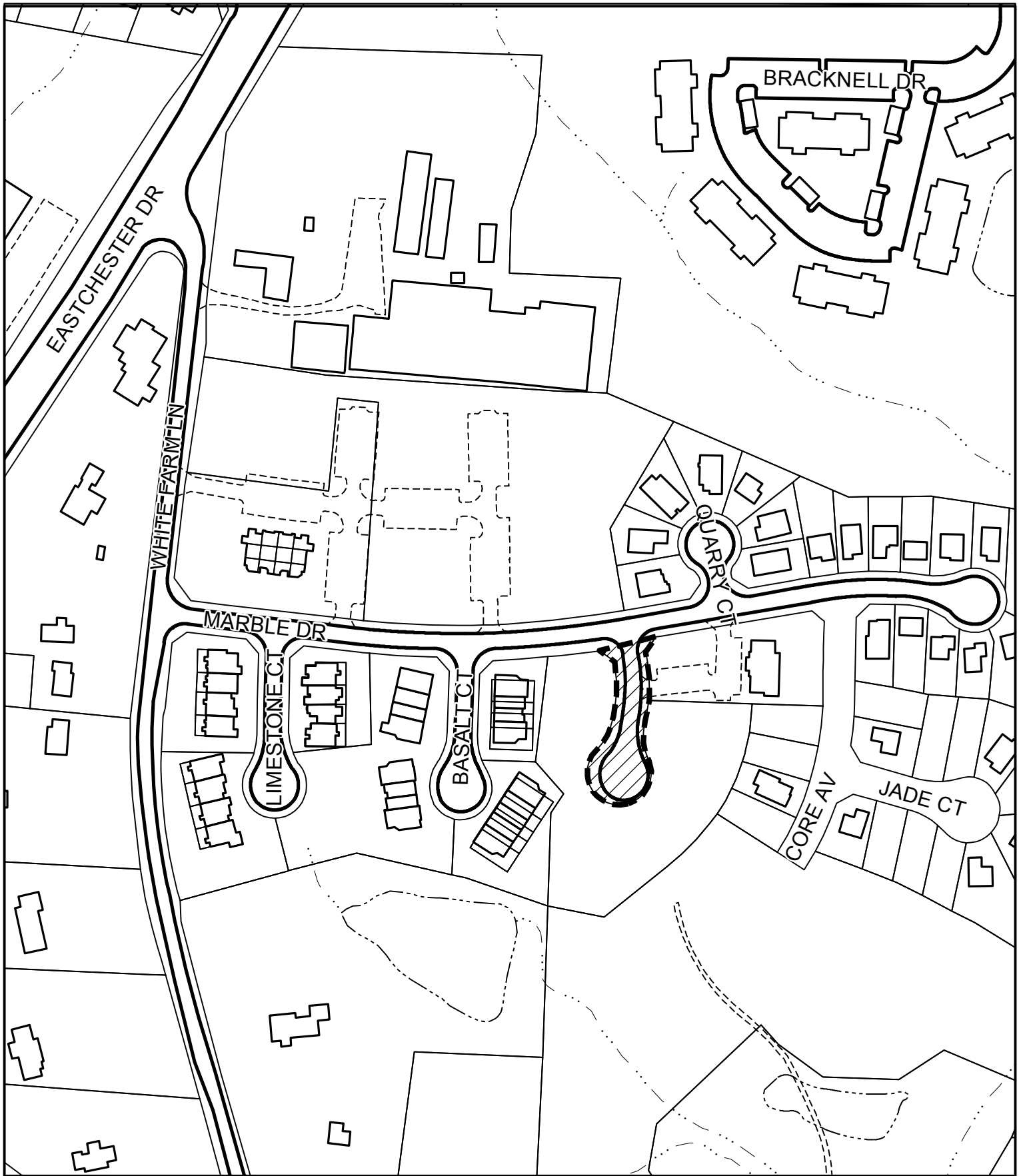
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress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

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment. This recommendation is based on preliminary findings that the abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA12-12

Applicant: Hunt Dalton

Area: 0.379 acre



Location of street abandonment



Previously abandoned right-of-ways

Department of Planning
and Development

City of High Point

Date: October 23, 2012



Scale: 1"=200'

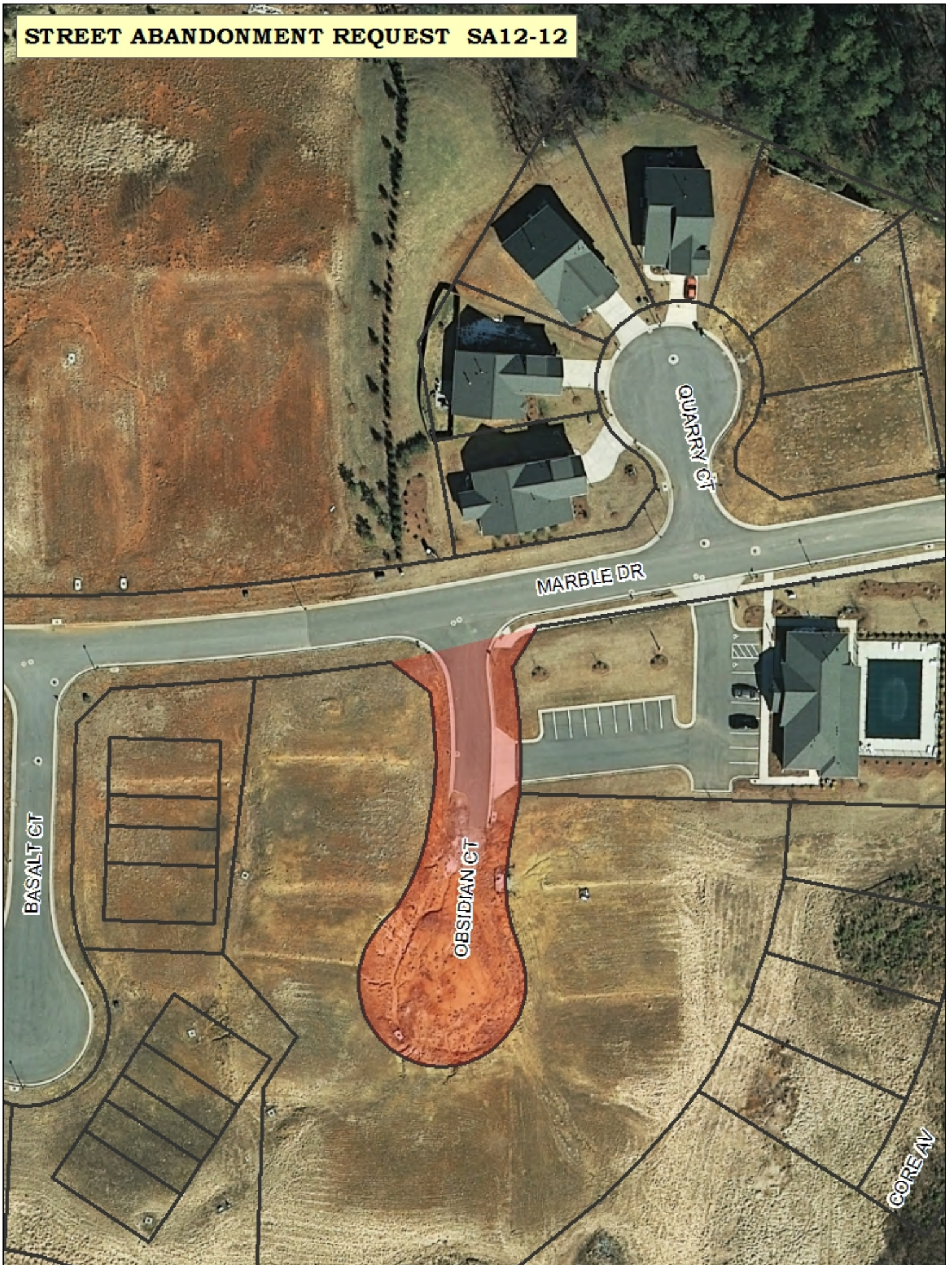
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Looking south of the intersection of Marble Drive and Obsidian Court.

Photo shows the new street alignment of Obsidian Court which is currently under construction.



STREET ABANDONMENT REQUEST SA12-12



PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 23, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Carson Lomax and Ms. Martha Shepherd.

City of High Point

Street Abandonment Case 12-11

A request by the Technical Review Committee to abandon an unimproved portion of the western terminus of Brookdale Avenue.

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

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

The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 12-11 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 12-11
October 23, 2012**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandon the unimproved portion of the western terminus of Brookdale Avenue.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Brookdale Avenue	Local street	40(+/-) ft. right-of-way; 26 ft. curb & gutter

Adjacent Property Zoning and Current Land Use		
North	Residential Single-Family 12 (RS-12)	Single-family dwelling
East	Residential Single-Family 12 (RS-12)	Single-family dwelling
South	Residential Single-Family 12 (RS-12)	Single-family dwelling
West	Public and Institutional (PI)	Oak Hollow Lake

Analysis

The City of High Point Technical Review Committee (TRC) is proposing to abandon the unimproved portion of the terminus of the Brookdale Avenue right-of-way. This portion of the right-of-way is approximately 110 feet in length, is presently well vegetated, and slopes steeply away from the end of the improved roadway toward the edge of Oak Hollow Lake.

There are two existing homes that have frontage on this portion of the Brookdale Avenue right-of-way. Both of these houses have driveway connections to the improved portion of Brookdale Avenue, and access to their property will not be affected by this proposal. Both of these houses are located on corner lots, also having frontage on Innwood Street.

An easement must be retained in the abandoned right-of-way for an existing sanitary sewer line.

Findings

The Technical Review Committee reviewed this request on October 14, 2009, and did not identify any concerns related to abandonment of the right-of-way.

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

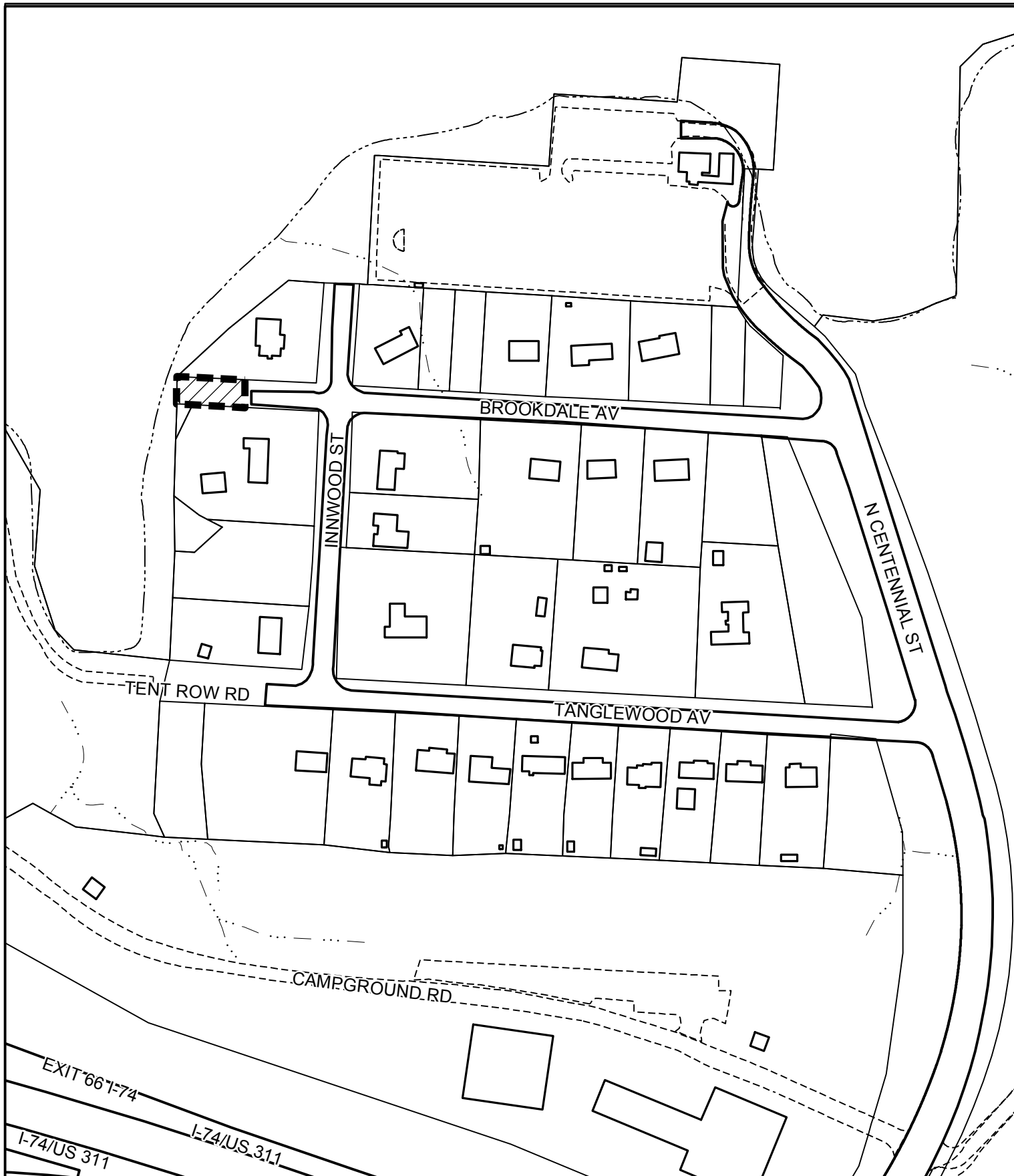
Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 30-foot sanitary sewer easement centered on the

existing 8-inch outfall. This recommendation is based on preliminary findings that the abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA12-11

Applicant: City of High Point

Area: 0.112 acre



Location of street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: October 9, 2012



Scale: 1"=200'

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Looking west toward the terminus of the roadway improvements for Brookdale Avenue



STREET ABANDONMENT REQUEST SA12-11



PLANNING AND ZONING COMMISSION RECOMMENDATION

On November 13, 2012, a public hearing was held before the Planning and Zoning Commission regarding the requests described below, all members of the Commission were present. These cases were continued to December 11, 2012, when the public hearing was concluded with all members present except for Mr. Andrew Putnam and Ms. Martha Shepherd.

S. Lowell Easter

Land Use Plan Amendment Case 12-07

A request by S. Lowell Easter to change the Land Use Map designation for approximately 80.5 acres from Local Convenience Commercial and Restricted Industrial to Mixed Use Development. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

AND

S. Lowell Easter

Zoning Case 12-13

A request by S. Lowell Easter to rezone approximately 80.5 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District and Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Mixed (PDM) District. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

Ms. Heidi H. Galanti, Planning Services Administrator presented Land Use Plan Amendment Case 12-07 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-13 and recommended approval as outlined in the staff report.

Summary of November 13, 2012 Public Hearing

The applicant's representative, attorney Charles Melvin, 300 N. Greene Street, Greensboro, NC spoke in favor and provided an overview of the proposal.

Speaking in opposition to the request were Mr. Jeff Benson, 1001 W. 4th Street, Winston Salem, NC, Mr. Richard Valitutto, 4043 Piedmont Parkway, High Point, NC and Mr. Charlie Elliott, Elliott & Company Appraisers, 1501 Highwoods Blvd Suite 106 Greensboro, NC. The speakers represented the New Breed facility at 4043 Piedmont Parkway that abuts the southern boundary of the zoning site. They expressed concern with the allowance of multifamily uses on the southern portion of the site next to Empire Street, and their established business. They voiced concern with potential additional traffic on Empire Street from multifamily dwelling units.

The Commission members had several questions for Mr. Melvin, Mr. Benson and Mr. Valitutto. Afterward they asked if the two sides had any objection to postponing the cases for one month to allow the parties to meet and to resolve the concerns. No objections were noted, and the requests were continued to the next Planning & Zoning Commission meeting.

Summary of December 11, 2012 Public Hearing

The applicant's representative Charles Melvin provided an overview of the meeting they had with the abutting property owner. He noted that the applicant agreed to amend his application in a manner that mutually addresses their objectives and the abutting property owner concerns. This amendment consisted of removing the GO-H District option that allows multifamily uses on the southern portion of the zoning site. Mr. Melvin also submitted an amendment to the transportation conditions, which came at the request of the Transportation Department.

Mr. Benson also addressed the Commission to note that based on the amendment offered by the applicant, his client is withdrawing their objections and supports the request.

No one spoke in opposition to the request.

At their December 11, 2012 public hearing the Planning and Zoning Commission recommended 1) **approval** of Land Use Plan Amendment Case 12-07 by a vote of 5-0; and 2) **approval** of Zoning Case 12-13, as amended by the applicant, by a vote of 5-0.

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

**STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-07, AND ZONING CASE 12-13
December 12, 2012
(Revised)**

Requests		
Applicant: S. Lowell Easter	Owner: SDL Johnson City LLC and SL Wendover LLC	
LUPA Proposal: To change the future land use designation for approximately 80 acres.	From:	Local Convenience Commercial Restricted Industrial
	To:	Mixed Use Development
Zoning Proposal: To rezone approximately 80 acres.	From:	CU-PDM Conditional Use Planned Unit Development Mixed District
	To:	PDM Planned Unit Development Mixed District

Site Information		
Location:	The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.	
Tax Parcel Numbers:	Plan Amendment	Zoning Request
	0207810 thru 0207821 (12 parcels)	Same
Site Acreage:	Plan Amendment	Zoning Request
	Approximately 80 acres	Same
Current Land Use:	Plan Amendment	Zoning Request
	Undeveloped parcels, vacant single family detached dwellings and convenience store with gas pumps	Same
Physical Characteristics:	The site has a gentle to moderately sloping terrain. A perennial stream runs along the eastern boundary of the site and a separate perennial stream bisects the middle of the site. The site's steeper terrains are along the banks of these streams and along the eastern portions of the site. FEMA maps note that floodways, and 100 and 500-year floodplain areas parallel these streams. Along the north portion of the site, (Tract A & C) a 68-foot wide Duke Power easement with transmission towers and a 70-foot wide Colonial Gas pipeline easement bisect the site. Along the southern portion of the site, (Tract B), a 50-foot wide Plantation Gas Pipeline easement bisects the site.	
Water and Sewer Proximity:	A 12-inch, 16-inch, and 8-inch City water line lies adjacent to the site along Regency Drive, Eastchester Drive, and Empire Street respectively. An 8-inch City sewer line lies adjacent to the site along Regency Drive and Piedmont Parkway, and a 15-inch sewer line runs along the stream corridor that bisects the northern and southern portions of the site.	

General Drainage and Watershed:	The site is subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24% or more of the site.
Overlay District(s):	Eastchester Scenic Corridor Overlay District Airport Overlay District – Zone 4

Adjacent Property Zoning and Current Land Use			
North:	CU-HB	Conditional Use Highway Business District	Hotel, medical center, and child daycare facility.
South:	CU-LI	Conditional Use Light Industrial District	Office and light industrial uses
East:	CU-LI	Conditional Use Light Industrial District	Office and light industrial uses
West:	CU-LB	Conditional Use Limited Business	Vacant single family dwellings, hotel and convenience store with gas pumps
	CU-HB	Conditional Use Highway Business	
	CU-LI	Conditional Use Light Industrial (<i>Guilford County</i>)	
	AG	Agricultural District (<i>Guilford County</i>)	

Adjacent Land Use Designations	
North:	Local/Convenience Commercial
South:	Restricted Industrial
East:	Recreation/Open Space
West:	Local/Convenience Commercial AND Restricted Industrial

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	Local/Convenience Commercial: This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods. Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	Mixed Use Development: This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	<u>GOAL 1:</u> Preserve and enhance High Point's most important natural and cultural resources. Obj. #1A: Preserve and link open space where opportunities exist and leverage them as community and economic assets. Obj. #1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes.

	Obj. #1C: Protect the city’s water supply through compatible use and design innovations, and minimizing the disturbance of land. <u>GOAL 3</u>: Create more mixed-use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live, work and play in one location. Obj. #3D: Include high-density residential development as a component of existing and new mixed use areas for the purpose of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic. Obj. #3E: Apply development standards to ensure that mixed-use areas are human scaled, pedestrian friendly, and physically integrated through mixed-use buildings and buildings that front onto streets rather than large parking lots that separate buildings and their uses. Obj.#3F: Encourage mixed use centers as an alternative to “strip commercial” corridors that would use land inefficiently, generate unnecessary traffic, and create traffic congestion and safety challenges because of frequent driveways and their associated turning movements.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment; Goal #3: Provide a wide range of housing opportunities for families of all income levels; Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #1. Encourage the preservation of existing trees along the City’s gateway corridors and within street rights-of-way and areas of forest cover; Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development; Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas; Obj. #8. Stimulate more efficient use of the City’s land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations; Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan(s): <i>Eastchester Drive</i>	The Eastchester plan recommendations: Construct parallel service roads as adjoining property is developed to maintain safe and efficient traffic flow;

Corridor Plan – Phase III Update	• Encourage well-planned large-scale development with minimum development size of 5 acres for industrial development • Provide deceleration lanes as per City policy • Adhere to higher standards of development along this gateway corridor • Limit commercial uses to major intersections
Zoning History:	A similar zoning request was approved on the site in 2007 (Zoning Case 07-07). This previous zoning approval established the current CU-PDM District zoning on the site with HB District uses on the northern portion of the site and LI District uses on the southern portion of the site.
LUPA History:	LUPA 07-01: An identical request was considered in 2007, but it was withdrawn by the applicant when they opted not to include residential in their proposal.

Transportation Information							
Adjacent Streets:	Name			Classification		Approx. Frontage	
	Regency Drive			Collector Street		1,050 ft.	
	Eastchester Drive			Major Thoroughfare		2,480 ft.	
	Empire Street			Local Street		60 ft.	
Vehicular Access:	The northern portion of the site will take its access from the existing access points on Regency Drive and Eastchester Drive. Access to the southern portion of the site will be as outlined in the Conditional Zoning Ordinance.						
Traffic Counts: (Average Daily Trips)	Eastchester Drive				26,000 ADT (2011, 24 hour count)		
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed apartments will generate approximately 1,915 trips/day, 158 trips (entering & exiting) in the AM peak hour and 193 trips (entering & exiting) in the PM peak hour.						
Traffic Impact Analysis:	Required				Comment		
		<u>Yes</u> X		<u>No</u>			
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.						

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: (Fall 2012)	Maximum Design Capacity:	Mobile Classrooms:	Projected Additional Students:
Colfax Elementary	705	763	7	315 - 318
Southwest Middle	1,131	888	10	163 - 165
Southwest High	1,401	1,545	11	144 - 146
Remarks:	The above noted school impacts were based on a 48-acre multifamily development at a density of 26 units per acre. At the December 11, 2012, public hearing the applicant amended their application to reduce the multifamily area to approximately 16 acres. Thus, the above noted school impact will be significantly less than initially anticipated.			

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed “floating districts” by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested an updated Planned Unit Development-Mixed (PDM) District, which is required to contain at least twenty contiguous acres under unified ownership or control and it’s intended to accommodate uses permitted in residential, office, commercial and light industrial zoning districts. The dimensional standards of the Ordinance are waived in a PDM District, except within 150 feet of the perimeter site where the scale and setback of structures shall be in harmony with development on adjacent lands. In addition, no commercial or industrial uses are permitted within 150 feet of the perimeter of the PUD District unless the adjacent City zoning permits the same or similar uses.

A PUD is an optional form of land development designed to permit land uses that are planned for and controlled by a master plan called a PUD Master Plan. The main advantage of a PUD zoning is the design flexibility afforded it through the Development Ordinance. Specific development standards pertaining to density, size, location and arrangement of buildings, lot dimensions, and landscaping are set aside by the Ordinance. In their place, the general development standards for PUDs, found in Section 9-4-3(a)(3), and the site-specific development standards approved in the Conditional Zoning Ordinance and the PUD Master Plan govern the land uses permitted on the site and the manner in which they may develop.

Details of Proposal

1. General Overview:

The applicant has submitted this land use plan amendment and zoning application to obtain approval to expand development options for this site. The current Land Use Map designation and zoning limits uses to commercial/retail and light industrial. The applicant’s request would allow an option for multifamily dwellings to be developed on the eastern portion of the site adjacent to the public open space.

2. Summary of Land Use Plan Amendment Request:

This request is to amend the Land Use Plan from Local/Convenience Commercial and Restricted Industrial to Mixed Use Development to allow for commercial, high density residential and light industrial uses on an approximately 80-acre tract adjacent to Piedmont Centre.

3. Summary of Zoning Request:

The zoning site is divided and constrained by two physical features: 1) A perennial stream (East Fork of the Deep River) along the eastern boundary that physically separates these 80 acres from the Business/Industrial Park uses to the east; and, 2) A perennial stream running from west to east through the middle of the site, dividing the 80 acres into a northern and southern section. The current zoning uses this natural division as a boundary for allowing different uses. The northern portion of the site permits HB District uses and the southern portion permits LI District uses. Due to location of flood zones and environmental sensitive areas near the public open space along the northeastern boundary of the site, the applicant has requested a PUD rezoning to allow the option of pursuing multifamily residential uses on the northeastern half of the site. The proposed changes are as follows:

	Existing PDM Zoning	Proposed PDM Zoning
Northern Area	Tract A (25.7 acres) Allows HB District uses.	New Tract A (9.6 acres abutting Eastchester Dr) HB District uses New Tract C (16.1 acres) HB District uses; or multifamily uses
Southern Area	Tract B (54.8 acres) Allows LI District uses.	No changes to Tract B Allows LI District uses.

As outlined in the table above, the primary change between the current zoning and this new application is an option for multifamily uses on the northeastern portion of the site, lying north of the stream. All conditions of the previous CU-PDM District are being transferred into this new PDM District. The only new conditions are those which set development standards for the multifamily options.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance and shall give consideration to the following specific PUD Findings and Conditional Zoning Review Factors in its review and discussion of any PUD application.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments:

PUD Findings:

Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:

<u>Finding#1</u>	That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan; <u>Staff Comments:</u> The applicant has offered a condition that the entire site, not just the initial Eastchester Drive frontage, meet the higher standards of the Eastchester Scenic Corridor Overlay District, including the corridor's architectural criteria. This will assist in development being of a higher standard, will provide for a unified review of the site, and will help insure a cohesive and higher quality development.
<u>Finding#2</u>	That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design; <u>Staff Comments:</u> ❖ The proposal to assemble these large tracts for a single planned development rather than the development of multiple separate and non-integrated developments will generally: ➤ More easily provide for the interconnection of roadway and pedestrian access systems that may produce less concentrated traffic impact and

	reduce traffic bottle necks on surrounding roads; ➤ Provide more opportunity for coordinating pedestrian access; ➤ Allow for mixture of uses at a higher intensity while providing open space and maintaining compatibility with surrounding area; and ➤ Facilitate long range planning for the future development of this area and overall transportation strategy in this area.
<u>Finding#3</u>	That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and; <i>Staff Comments:</i> Any of the various tracts in this request could be developed individually and not in a unified fashion. By bringing the entire area in as one planned development, it ensures there will be a unified cohesive development in regards to architectural design, coordination of vehicular access and providing for the interconnectivity of vehicular circulation between tracts.
<u>Finding#4</u>	That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City. <i>Staff Comments:</i> ❖ Subject to adoption of the corresponding Land Use Plan Amendment application that has been submitted for Mixed Use Land Use designation, the request will be in compliance with the Land Use Plan. ❖ Commercial and industrial uses are still proposed along the Eastchester Drive frontage. Due to location of the East Fork of the Deep River, greenway and the flood zones areas to the east, multifamily uses will be 200 to 300 feet from non-residential structures lying east of the river. The proposal to allow high-density multifamily development, up to 26 units per acre, will not be incompatible with, or hinder development of surrounding properties. There is no evidence that the proposal will substantially injure adjacent properties.

Consistency with Adopted Plans:

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

Staff Comments:

- ❖ The conditions provided are appropriate for this location and they are consistent with the goals and objectives of the Community Growth Vision Statement, the Land Use Plan, and the Eastchester Drive Corridor Plan Phase III Update through the uses of architectural design standards, pedestrian access to the greenway, vehicular access, and street connections.
- ❖ While the Land Use Plan currently calls for this area to be Local/Convenience Commercial on the northern end and Restricted Industrial on the southern end, there are written policies that support the request for mixed development in both the Land Use Plan and the Community Growth Vision Statement.

Review Factors:

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

<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> ❖ By bringing the entire area in as one planned development, it significantly increases the potential to have a unified cohesive development, which will assist in establishing compatibility and harmony with the adjoining Piedmont Centre development. ❖ Objective #3 of the land use plan speaks to providing opportunities for housing at appropriate locations convenient to employment, shopping and service areas. As restricted within the proposed conditions, the layouts and allowable uses within the various tracts are consistent with surrounding area.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	<u>Staff Comments:</u> Staff has not identified any evidence that the addition of multifamily uses, as a development option, for a portion of the land area associated with this PUD will adversely impact the ability of adjacent property owners to have reasonable use of their property. The applicant has offered transportation related conditions pertaining to right-of-way dedication, roadway improvements and vehicular access & interconnectivity. These conditions in conjunction with the overall master planning of this development will mitigate traffic congestion; facilitate turning movements and traffic flow not only for this proposed development but also for the surrounding area.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	<u>Staff Comments:</u> ❖ The site is subject to stream buffer requirements of the Development Ordinance and water supply watershed regulations of the City Lake General Watershed Area. ❖ The West Fork of the Deep River runs along the eastern boundary of the site, FEMA maps note that floodways, and 100 & 500-year floodplain areas parallel this stream. Allowing multifamily use next to these environmentally sensitive areas will require less land disturbance and grading, and allows development to work with the natural terrain of the property.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and services. The proposed development has no known impacts on municipal services.

<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> This review factor has been addressed above in the in the PUD Findings.

Changes in the Area:

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

Staff Comments:

There have been no significant changes in the development pattern of this area.

Development Patterns:

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

Staff Comments:

The Community Growth Vision Statement, which is the “umbrella” policy document for all planning documents, encourages the pairing of high density housing to jobs and services for the purposes of utilizing land efficiently, pairing people with convenient goods and services, and to minimize traffic congestion. The Land Use Plan encourages the provision of a wide range of housing opportunities at appropriate locations convenient to employment, shopping and service areas for a more efficient use of land at appropriate locations. This request is adjacent to Piedmont Centre which offers many jobs, but lacks housing. It is also just east of the NC68/Clinard Farms Road Focal Area, which is an area that is expected to evolve into an area for office, commercial and services, but it will not be able to accommodate any housing because it is in the Airport Overlay Zone 2 which prohibits new housing. It is important to offer housing near these employment centers so as to allow people to live close to work and therefore reduce traffic and commute times and this area is one of the few if not the last within this area that can accommodate housing.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant’s request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-0, the requested amended PDM District is consistent with adopted plans, 2) the stream and its associated flood zones areas along the northeastern boundary of the site provides between 600 to 800 feet of separation between any potential multifamily uses and industrial uses within the Piedmont Centre Development, this will ensure compatibility with existing development pattern in the area, 3) conditions offered by the applicant along with layout depicted on the PUD Master Plan will insure the request will be in harmony with the area; and 4) proposed addition of multifamily as a development option on the northeastern portion of the site is generally supported by objective #3 and 8 of the Land Use Plan which speaks to providing opportunities for housing at appropriate locations convenient to employment centers and encouraging in-fill, mixed-use development and higher residential densities at appropriate locations.

Recommendation

1. Land Use Plan Amendment Case 12-07:

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation for approximately 80 acres to the Mixed Use Development classification. The request meets the goals and objectives of the Community Growth Vision Statement, the Land Use Plan and the Eastchester Corridor Plan and it will be in harmony with the land use pattern of the surrounding area.

2. Zoning Case 12-13:

Staff Recommends Approval

Subject to approval of LUPA 12-04, the request will be in conformance with adopted plans. As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses and promote the higher standards envisioned for a PUD development. The Planning & Development Department recommends approval of the request to rezone this 80.5 acre parcel to the PDM District.

Required Action

Planning and Zoning Commission:

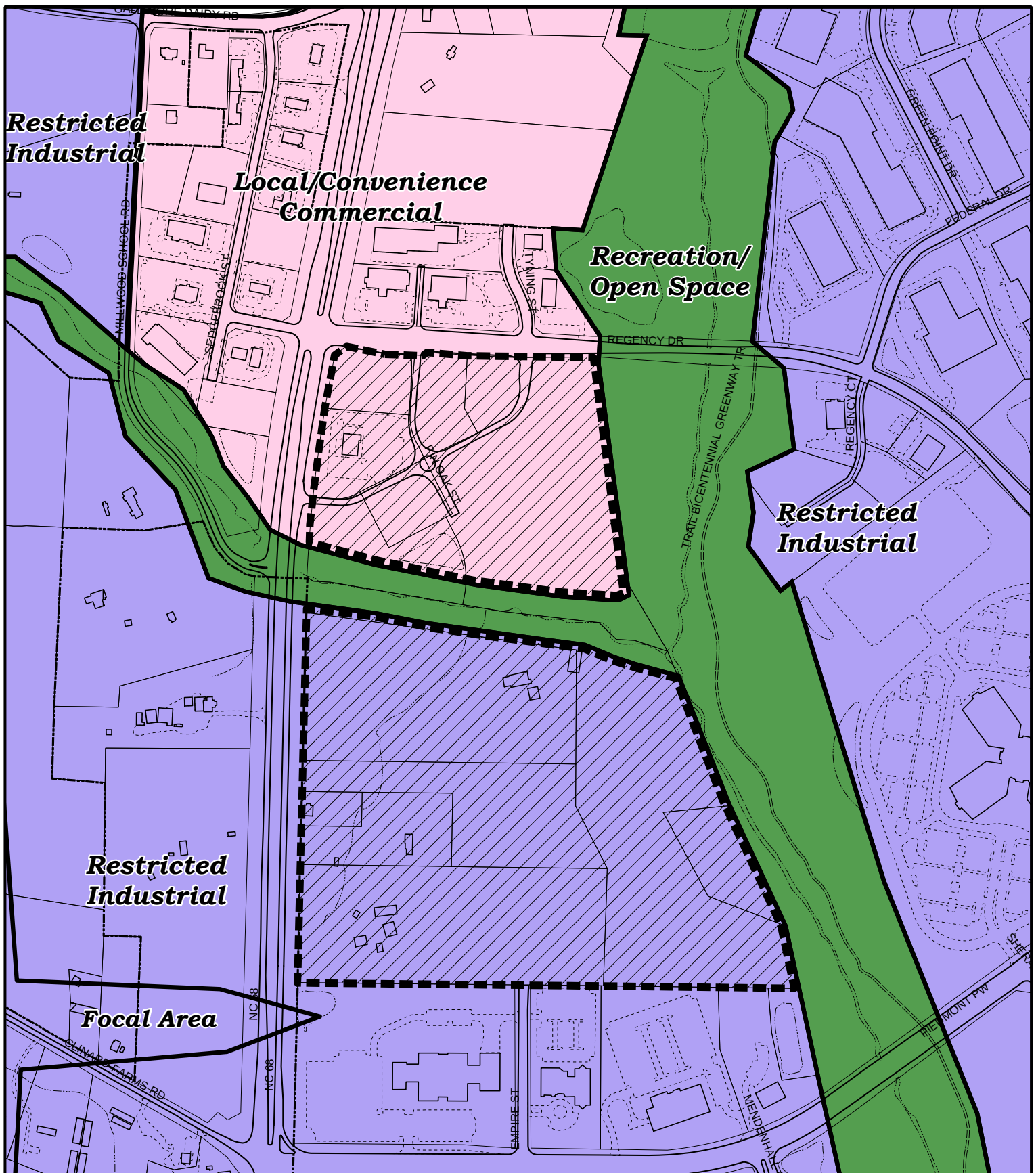
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



LAND USE PLAN AMENDMENT 12-07

**Request: From: Local Convenience/Commercial and
Restricted Industrial
To: Mixed Use Development**

Existing Land Use Plan
Subject Property Boundary



Land Use Focal Area



**Planning & Development
Department**

City of High Point

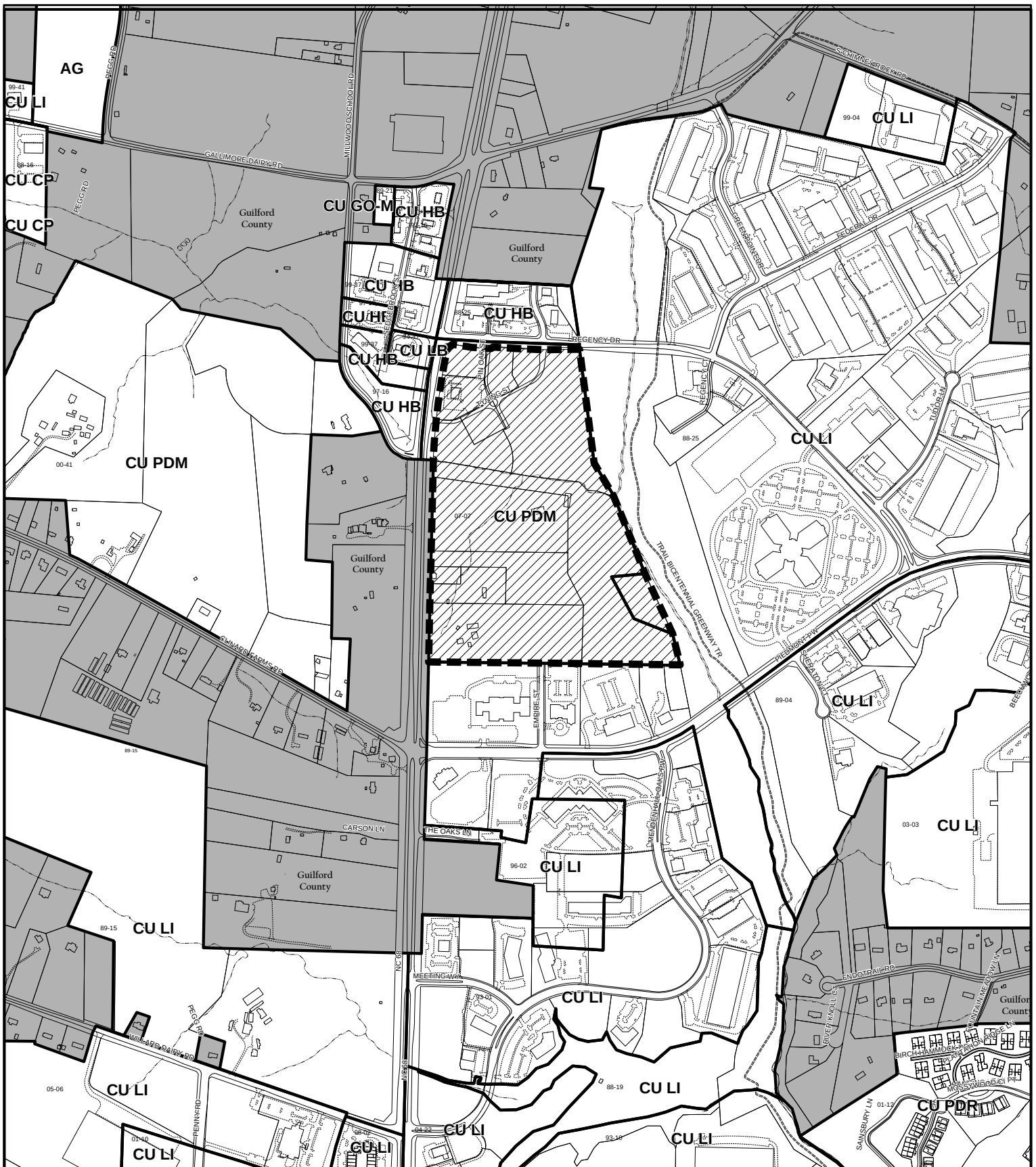
Date: October 31, 2012

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ZONING CASE 12-13

From: Conditional Use Planned Unit Development-Mixed &
Conditional Use Light Industrial

To: Planned Unit Development-Mixed

Existing Zoning Boundary

Subject Property Boundary

Planning & Development
Department

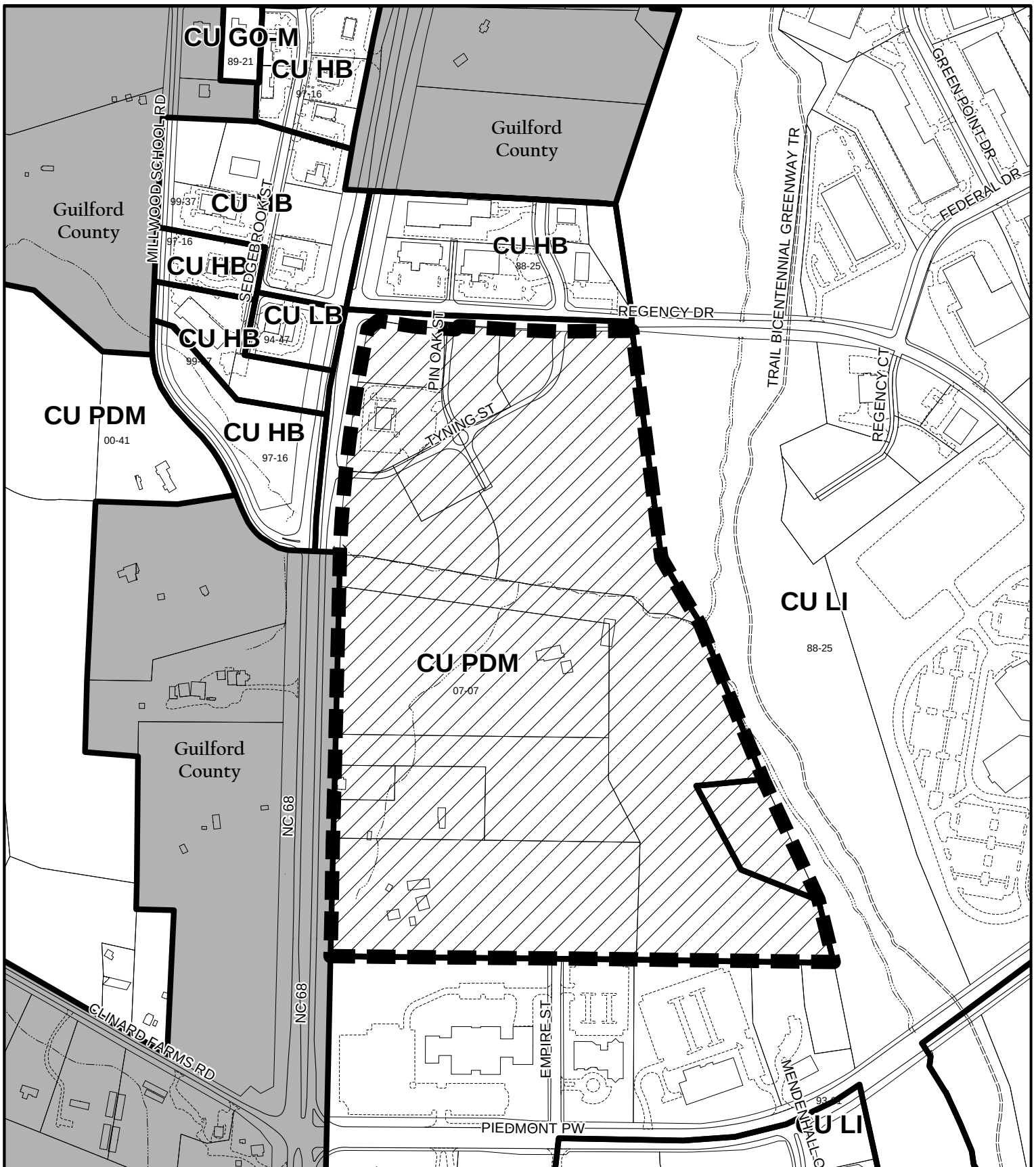
City of High Point

Date: November 7, 2012



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ZONING CASE 12-13

From: Conditional Use Planned Unit Development-Mixed &
Conditional Use Light Industrial

To: Planned Unit Development-Mixed

Existing Zoning Boundary

Subject Property Boundary



Planning & Development
Department

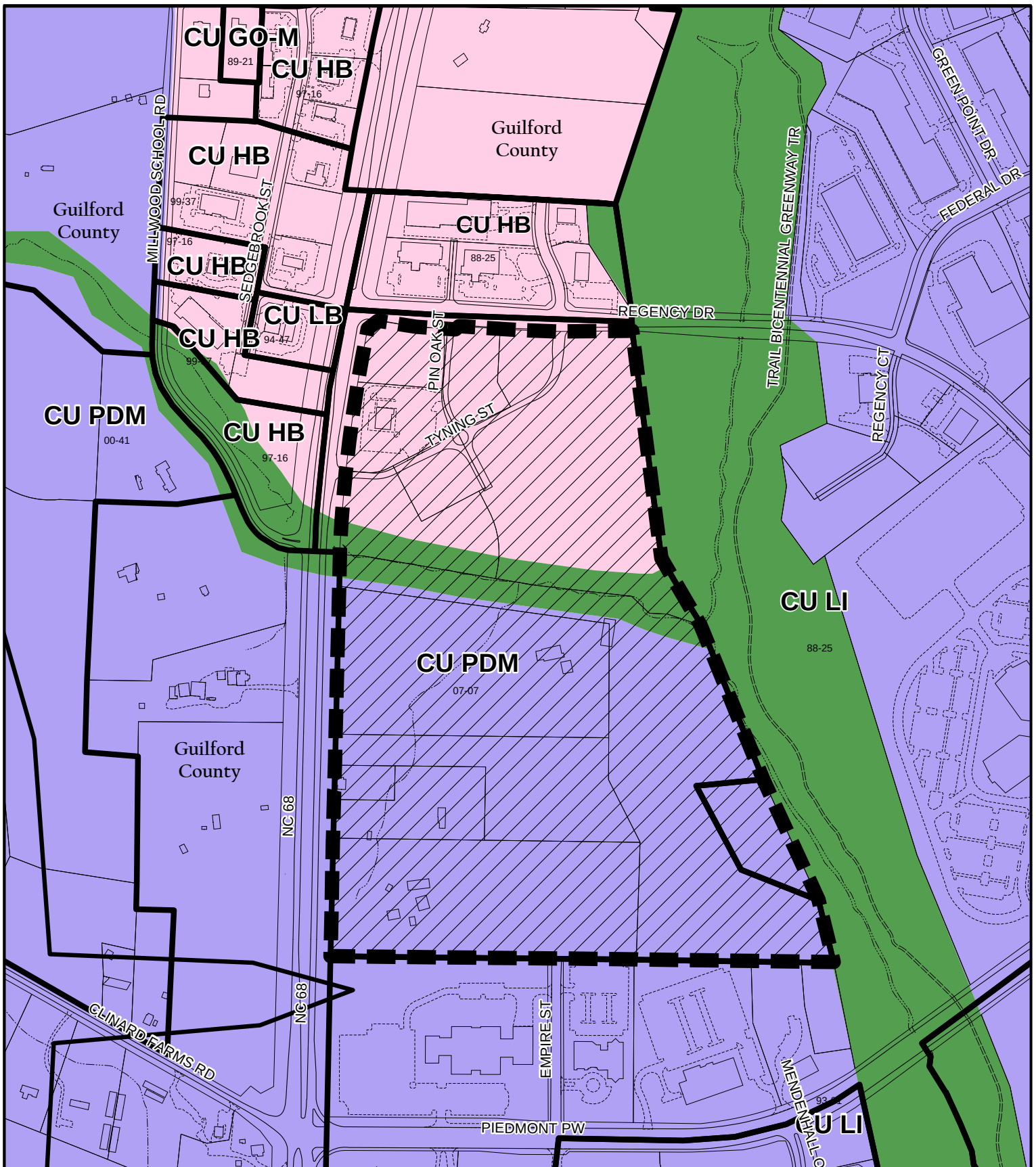
City of High Point

Date: October 31, 2012



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ZONING CASE 12-13

Land Use Plan

- Local/Convenience Commercial
- Recreation/Open Space
- Restricted Industrial

Planning & Development
Department

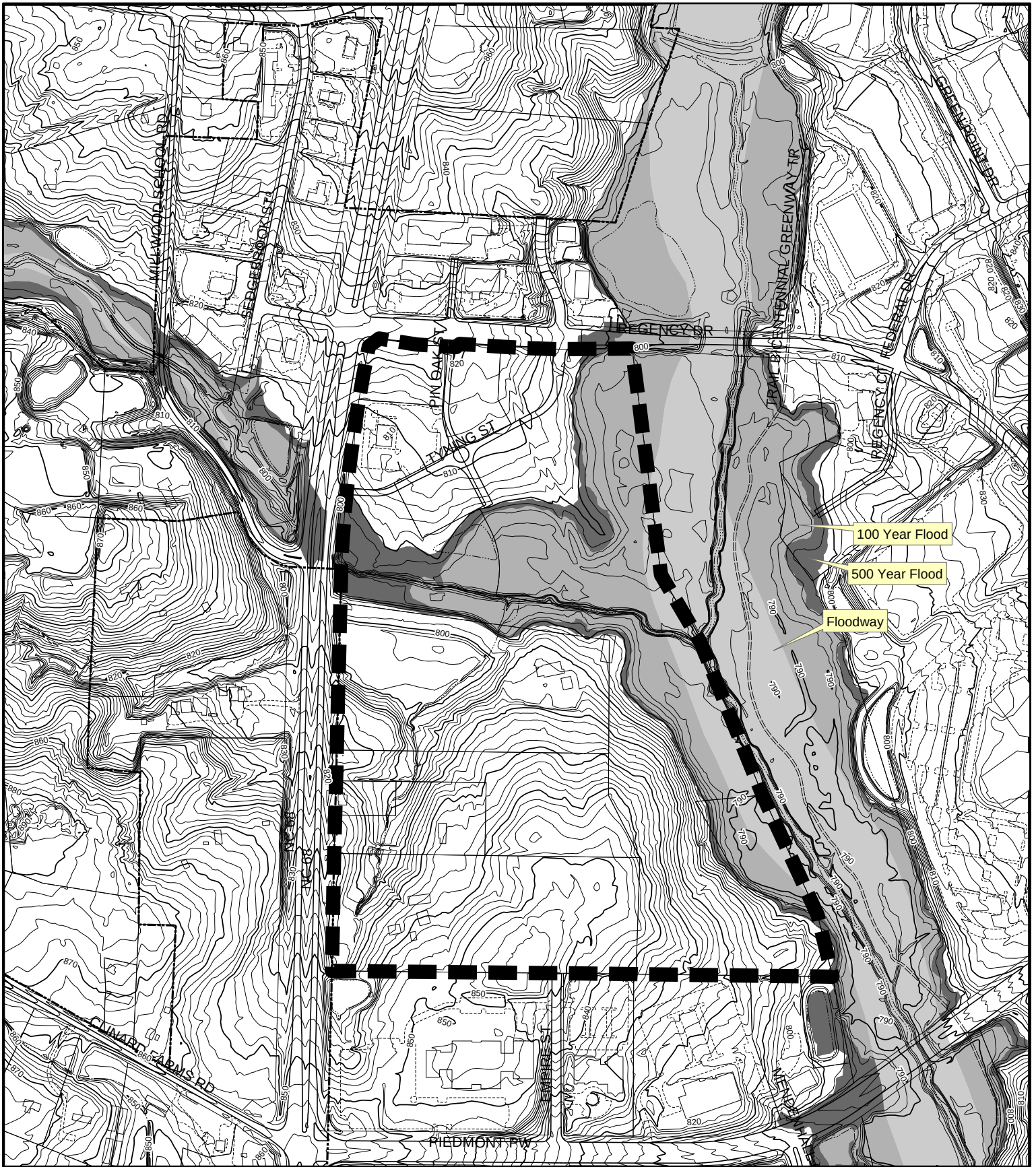
City of High Point

Date: November 2, 2012



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ZONING CASE 12-13

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: November 2, 2012



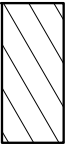
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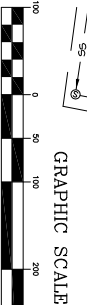
ZONING CASE 12-13



THIS IS NOT A SURVEY. NO FIELD WORK HAS BEEN PERFORMED BY CPT ENGINEERING AND SURVEYING, INC.



ENVIRONMENTALLY SENSITIVE AREAS



(IN FEET)
1 inch = 100 ft.

N.C. HIGHWAY 68



OWNER/DEVELOPER:
SDL JOHNSON CITY, LLC &
SL WENDOVER, LLC
4035 PREVIEW DRIVE SUITE 200
CONTRACT LOWELL EASTER
PHONE: (336) 698-9999
FAX: (336) 698-0888

ENGINEER:
CPT ENGINEERING & SURVEYING, INC.
4400 TYNING STREET
HIGH POINT, NC 27265
CONTACT: STEVEN T. WEBB, P.E.
PHONE: (336) 812-8800
FAX: (336) 812-8780

SCALE: 1" = 100'
DATE: 11/28/2012
PROJECT: 753-07
DRAWN BY: TGL
SHEET

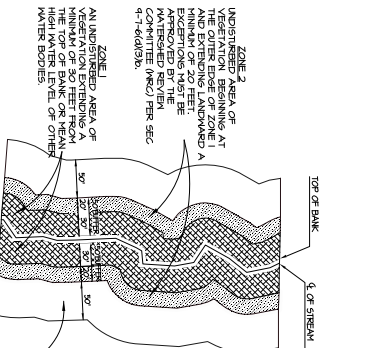
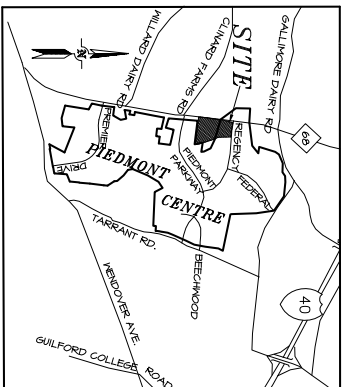
PUD MASTER PLAN
SDL JOHNSON CITY, LLC
SL WENDOVER, LLC

HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

PRELIMINARY

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-13175
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

REVISIONS



PERMANENT STREAM
HIGH DENSITY DEVELOPMENT
NOT TO SCALE

STREAM BUFFER SECTION DETAIL:
SEE STREAM BUFFER FOR THE ELUSTRATIONS AND DETAILS APPENDIX
ZONE 1: UNDEVELOPED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET
FROM THE OUTER EDGE OF ZONE 2
ZONE 2: UNDEVELOPED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1
AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTS MUST BE
VEGETATIVE BUFFER. VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE
RIMMUS STREAM BUFFER (ZONE 1 AND 2) NO BUILT UPON AREA EXCEPT AS
PROVIDED IN ZONE 1 AND 2.

VEGETATIVE BUFFER
DISTANCE FROM THE
STREAM BUFFER SHALL
HAVE NO INTERFERENCES
SURFACE AREA

TRACT "A"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

TRACT "C"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

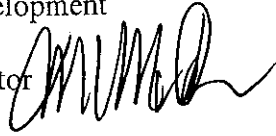
TRACT "B"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

TRACT "D"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

TRACT "E"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

TRACT "F"
(1B)
TOTAL AREA: 14,620 AC.
OPEN SPACE REQUIRED: 14,620 AC.
DEDICATED TO NON-RESIDENTIAL USES

November 9, 2012

To: Lee Burnette, Director of Planning and Development
From: Mark McDonald, P.E., Transportation Director 
Subject: Rezoning Case #12-13, Lowell Easter. Property located at the southeast corner of Eastchester Drive and Regency Drive.

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

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Regency Drive:

a. Vehicular Access:

i. Overall Development Access

- 1). The access points on Empire Street, Regency Drive, and Eastchester Drive (NC 68) shall be private streets, or other means of connection as approved by the Technical Review Committee of the City of High Point.
- 2). A maximum of three (3) private roads will be required to Tract B. At a minimum, one shall be from the cul-de-sac at the end of Empire Street and two (2) shall be to Eastchester Drive (NC68).
- 3). The driveway access to all development within the rezoned area will be subject to the requirements of the City of High Point Driveway Ordinance. No parcel shall be permitted direct access to Eastchester Drive (NC 68) or Regency Road.
- 4). The development of each tract shall contain provisions for coordinated vehicular access and circulation.

ii. Eastchester Drive: There shall be no more than three (3) points of access from the zoning site to Eastchester Drive (NC 68) between Piedmont Parkway and Regency Drive consisting of the following:

- 1). One (1) private access point, which shall be a right-in/right-out located no closer than 500 feet south of Regency Drive (measures centerline to centerline).
- 2). One (1) private street access, which shall be a right-in/right-out access located equidistant from Regency Drive and Piedmont Parkway (approximately 1,450 feet), measured centerline to centerline. Also, a northbound right turn lane shall be installed by the property owner at this access point on Eastchester Drive (NC 68) into the zoning site. This access may allow left turns into the site from southbound Eastchester Drive (NC 68)

via left-over, if approved by the North Carolina Department of Transportation (NCDOT). If allowed, this left-over will require the installation of a southbound left turn lane along Eastchester Drive.

- 3). One (1) private street access, which shall be a right-in/right-out access located equidistant from the proposed access point described in 2) above and Piedmont Parkway (approximately 725 feet), measured centerline to centerline. This access shall also include a northbound right turn lane.

iii. Regency Drive:

- 1) Provide an additional westbound left turn lane and traffic signal modifications as necessary at the intersection of Eastchester Drive and Regency Drive. In lieu of construction of the left turn lane and signal modifications, the developer may provide the City \$85,000 for the installation of the required improvements to mitigate the rezoning site's impact. Payment shall be made prior to the development of any parcel in Tract C.
- 2) There shall be no more than two (2) points of access from the zoning site to Regency Drive consisting of the following:
 - (1) One (1) private access point, which shall align with Quadrant Court to the north.
 - (2) One (1) private street access, which shall align with Tynning Street to the north.

- iv. Empire Street Access: The property owner shall construct a cul-de-sac at the terminus of Empire Street. Access to Empire Street shall be allowed per the Driveway Ordinance.

b. Pedestrian Access:

- i. A pedestrian access plan shall be submitted with the preliminary subdivision plan that provides pedestrian connection between each tract and to recreational/open space areas. Where sidewalks are not used to meet this requirement, a pedestrian trail shall be provided that is constructed of an all weather surface material and at least five (5) feet in width.
- ii. The pedestrian access plan shall include connection to the greenway trail east of the zoning site. Implementation of this connection may include a combination of walking trails and sidewalk to Regency Drive and Piedmont Parkway which connect to the greenway.
- iii. As each tract of portion thereof is developed, that segment of the pedestrian access plan shall be required to be installed.
- iv. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

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

PUD Statement of Intent

Applicant desired to amend existing PUD zoning to allow the option to develop high intensity multifamily uses on eastern half of the site next to the stream.

CONDITIONAL ZONING CASE 12-13
Planned Unit Development-Mixed (PDM) District
December 12, 2012
(Revised)

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

Part I. **USES:**

- A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulations of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).
- B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Plan Master Plan, and the specific conditions listed herein.
 1. Tract A: Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein.
 2. Tract B: Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District.
 3. Tract C:
 - a. Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein; **or**

- b. Multifamily dwellings and townhouse dwellings as allowed in the General Office High Intensity (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

C. CONDITIONS:

1. Prohibited Uses:

- a. Tracts A & C: The following HB District uses shall be prohibited in Tracts A and Tract C.
 - i. Motor Vehicle Sales (new and used)
 - ii. Motorcycle Sales
 - iii. Automotive Repair Services, Major
 - iv. Automotive Repair Services, Minor
 - v. Laundromat, Coin operated
 - vi. Amusement or Water Parks, Fairgrounds
 - vii. Service Station, Gasoline
 - viii. Car Washes
 - ix. Warehouses (self-storage)
 - x. Bulky Items Outdoor Sales
- b. Tract B: The following LI District uses shall be prohibited in Tract B.
 - i. Accessory Uses and Structures:
 - 1). Communication Towers (exceeding height limits of zoning district)
 - 2). Communication Towers (not exceeding height limits of zoning district)
 - ii. Recreational Uses:
 - 1) Amusement or Water Parks, Fairgrounds
 - 2) Batting cages
 - 3) Go-cart Raceways
 - 4) Golf Course, Miniature
 - 5) Golf Course
 - 6) Golf Driving Ranges
 - iii. Business, Professional, and Personal Services Uses:
 - 1) Automobile Rental or Leasing
 - 2) Automobile Repair Services, Major
 - 3) Automobile Repair Services, Minor
 - 4) Automobile Towing and Storage Services
 - 5) Boat Repairs
 - 6) Car Washes
 - 7) Truck Driving Schools
 - 8) Truck & Utility Trailer Rental & Leasing, light
 - 9) Truck & Utility Trailer Rental & Leasing, heavy
 - 10) Kennels or Pet Grooming Services
 - 11) Equipment Repairs, Light

- iv. Retail Trade Uses:
 - 1) Boat Sales
 - 2) Building Supply Sales (with storage yard)
 - 3) Bulky Item Outdoor Sales
 - 4) Convenience Stores (with gasoline pumps)
 - 5) Fuel Oil Sales
 - 6) Manufactured Home Sales
 - 7) Motor Vehicle Sales (new and used)
 - 8) Motorcycle Sales
 - 9) Recreational Vehicle Sales
 - 10) Service Station, Gasoline
 - 11) Tire Sales
 - 12) Truck Stops
- v. Transportation, Warehousing & Utilities:
 - 1) Communication Towers (exceeding height limits of zoning districts)
 - 2) Communication Towers (not exceeding height limits of zoning district)
 - 3) Demolitions Debris Landfills, Minor
 - 4) Heliports
 - 5) Transportation, Warehousing & Utilities
 - 6) Warehouses (self storage)
- vi. Other Uses:
 - 1) Storage Trailers (accessory)

2. Development & Dimensional Standards:

- a. Design Standards for the entire zoning site:
 - i. Architectural Design Standards:
 - 1) The entire zoning site shall be subject to the Eastchester Scenic Corridor Overlay District.
 - 2) For nonresidential uses developed on the zoning site, the exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
- b. Design Standards for Tract C if developed with residential dwellings under the GO-H District option:
 - i. Setbacks:
 - 1) Regency Drive - Street setback shall be a minimum of twenty (20) feet from the property line.
 - 2) Quadrant Street – Street setback shall be a minimum of ten (10) feet from the property line.

- 3) A minimum ten (10) foot setback shall be provided from the eastern and southern boundaries of Tract C, and along the western boundary of Tract C not abutting Quadrant Street...
- 4) Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet
- 5) Except for the setbacks noted above, the other dimensional requirements for multifamily residential under the GO-H District shall apply.

ii. Landscaping

- 1) A minimum eight (8) foot wide street yard shall be provided along Regency Drive.
- 2) A minimum eight (8) feet street yard shall be provided along street frontage of Quadrant Street.
- 3) Landscape yards shall not be required adjacent to the eastern boundary of the tract.
- 4) No additional landscaping/planting materials shall be required to be installed along the southern boundary of tract C subject to a sufficient amount of existing vegetation being retained in the stream buffer areas to meet minimum planting requirements of the Development Ordinance.

3. Transportation:

a. Vehicular Access:

i. Overall Development Access

- 1). The access points on Empire Street, Regency Drive, and Eastchester Drive (NC 68) shall be private streets, or other means of connection as approved by the Technical Review Committee of the City of High Point.
- 2). A maximum of three (3) private roads will be required to Tract B. At a minimum, one shall be from the cul-de-sac at the end of Empire Street and two (2) shall be to Eastchester Drive (NC68).
- 3). The driveway access to all development within the rezoned area will be subject to the requirements of the City of High Point Driveway Ordinance. No parcel shall be permitted direct access to Eastchester Drive (NC 68) or Regency Road.
- 4). The development of each tract shall contain provisions for coordinated vehicular access and circulation.

ii. Eastchester Drive: There shall be no more than three (3) points of access from the zoning site to Eastchester Drive (NC68) between Piedmont Parkway and Regency Drive consisting of the following:

- 1). One (1) private access point, which shall be a right-in/right-out located no closer than 500 feet south of Regency Drive (measures centerline to centerline).
- 2). One (1) private street access, which shall be a right-in/right-out access located equidistant from Regency Drive and Piedmont Parkway

(approximately 1,450 feet), measured centerline to centerline. Also, a northbound right turn lane shall be installed by the property owner at this access point on Eastchester Drive (NC 68) into the zoning site. This access may allow left turns into the site from southbound Eastchester Drive (NC 68) via left-over, if approved by the North Carolina Department of Transportation (NCDOT). If allowed, this left-over will require the installation of a southbound left turn lane along Eastchester Drive.

- 3). One (1) private street access, which shall be a right-in/right-out access located equidistant from the proposed access point described in 2) above and Piedmont Parkway (approximately 725 feet), measured centerline to centerline. This access shall also include a northbound right turn lane.

iii. Regency Drive Access:

- 1). Provide an additional westbound left turn lane and traffic signal modifications as necessary at the intersection of Eastchester Drive and Regency Drive. In lieu of construction of the left turn lane and signal modifications, the developer may provide the City \$85,000 for the installation of the required improvements to mitigate the rezoning site's impact. Payment shall be made prior to the development of any parcel in Tract C.
- 2). There shall be no more than two (2) points of access from the zoning site to Regency Drive consisting of the following:
 - a. One (1) private access point, which shall align with Quadrant Court to the north.
 - b. One (1) private street access, which shall align with Tynning Street to the north.

- iv. Empire Street Access: The property owner shall construct a cul-de-sac at the terminus of Empire Street. Access to Empire Street shall be allowed per the Driveway Ordinance.

b. Pedestrian Access:

- i. A pedestrian access plan shall be submitted with the preliminary subdivision plan that provides pedestrian connection between each tract and to recreational/open space areas. Where sidewalks are not used to meet this requirement, a pedestrian trail shall be provided that is constructed of an all weather surface material and at least five (5) feet in width.
- ii. The pedestrian access plan shall include connection to the greenway trail east of the zoning site. Implementation of this connection may include a combination of walking trails and sidewalk to Regency Drive and Piedmont Parkway which connect to the greenway.
- iii. As each tract of portion thereof is developed, that segment of the pedestrian access plan shall be required to be installed.

- iv. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

D. Subdivision: All parcels within the rezoning site shall be subject to the subdivision regulations of the Development Ordinance and a preliminary subdivision plat shall be prepared and approved for the rezoning site prior to development and land division.

E. Signs:

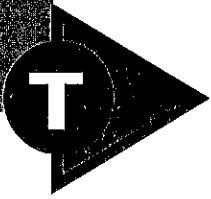
1. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance
2. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.
3. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.

F. The rezoning site is subject to Section 9-4-3(a)(3) & (5) (*Planned Unit Development Requirements - Development Standards*) of the Development Ordinance as it pertains to dimensional standards, access, commercial areas, alleys, local street design, boundary treatment, signs, parking, environmental sensitive areas, open space and common recreational facilities, phased development, and owners' associations.

DESCRIPTION OF PROPERTY: Approximately 80 acres lying along the east side of Eastchester Drive, between Regency Drive and Empire Street. The site is also known as Guilford County Tax Parcels 0207818, 0207819, 0207810, 0207820, 0207821, 0207811, 0207812, 0207813, 0207814, 2027815, 0207816, and 0207817.

Citizens Information Meeting Report Zoning Case 12-13

Submitted by: S. Lowell Easter



COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES

TRIAD
COMMERCIAL
PROPERTIES

October 17, 2012

To: Neighbors of that 80 Acres Lying East of NC 68 and South of Regency Drive

From: The Applicant for Rezoning of the Above Referenced Property

Re: Citizens Information Meeting to be held on Thursday, October 25 at 5:30 p.m.
4035 Premier Drive, Suite 203
High Point, NC 27265

Dear Neighbors:

The Applicant (SDL Johnson City, LLC) has filed with the City of High Point a request to change the current CU-PDM zoning to CZ-PDM for the property described in the attached Exhibit. This change will necessitate an amendment to the City of High Point's Land Use Map in order to facilitate a multi-family project on a portion of the property. Conditions and uses will remain essentially the same.

The Planning and Zoning Board will consider this matter on Tuesday, November 13 at the City of High Point's Council Chambers and I would like the opportunity to present these changes to any interested neighbors prior to this meeting.

I look forward to meeting you on October 25 to discuss details. If you are unable to attend, please feel free to call me with questions.

Sincerely,

S. Lowell Easter
(336) 668-9999, Ext. 112 (Office)
(336) 209-5872 (Mobile)

SLE/ljf

Attachment (s)

P.O. Box 49579
GREENSBORO, NC 27419
4035 PREMIER DR., STE 203
HIGH POINT, NC 27265
PHONE 336.668.9999
FAX 336.668.0888



✓ Ashford Hotel of the Triad LLC
341 S. Swing Road
Greensboro, NC 27409

✓ Mr. Carlos Butler
Carlos Butler, LLC
4380 Regency Drive
High Point, NC 27265

✓ Creative Corner Child Care
Centers, Inc.
Attention: Nancy Welch
4360 Regency Drive
High Point, NC 27265

✓ Mendel Farms Inc.
6001 Harbourwood Court
Midlothian, VA 23112

✓ Mr. Mike Carr
Regency Center Association, Inc.
1017 Canterling Road
High Point, NC 27265

✓ SL Wendover, LLC
c/o Triad Commercial Properties
PO Box 49579
Greensboro, NC 27419

✓ Steak Street, LLC
Attention: Carl Wrenn
3401 Donnington Court
Greensboro, NC 27407

✓ Unity Investment LLC
Attention: Mr. Dilip
4400 Regency Drive
High Point, NC 27265

✓ Aviva Real Estate Investors Trone, LLC
c/o Aviva Investors North America, Inc.
215 10th Street, Suite 1000
Des Moines, IA 50309
Attn: Loryssa Rippey

✓ Carolina Income Properties VII LLC
Attention: Robin Team
PO Box 1066
Lexington, NC 27292

✓ HOF Partners
Attention: Mike Carr
1414 Long Street
High Point, NC 27262

✓ Piedmont Centre Community
Association, Inc.
Attention: Steve Clark
PO Box 11001
High Point, NC 27265

✓ Sarahs Friends
2933 NC 68 South
High Point, NC 27265

✓ Stroud LLC of NC
510 Burning Tree Circle
High Point, NC 27265

✓ Wake Forest University Health
Sciences
PO Box 7656
Winston-Salem, NC 27109

✓ BD Enterprises, LLC
Attention: Dr. Nido Qubein
806 Westchester Drive
High Point, NC 27262

✓ Mr. Billy D. Cox
✓ Mr. Joseph D. Cox
✓ Mr. James R. Cox
3218 Woodview Drive
High Point, NC 27265

✓ LMD Properties, LLC
Attention: Louis DeJoy
PO Box 18367
Greensboro, NC 27419

✓ Quality Oil Co Ltd Partnership
Attention: Graham Bennett
PO Box 2736
Winston-Salem, NC 27102

✓ SDL Johnson City, LLC
c/o Triad Commercial Properties
PO Box 49579
Greensboro, NC 27419

✓ Jesse J. Strafford
412 S. Regional Road
Greensboro, NC 27419

✓ Mr. Chuck Truby
502 Waycross Drive
Greensboro, NC 27410

High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: Mark Thomas Gaither **Date Submitted:** Dec. 10, 2012

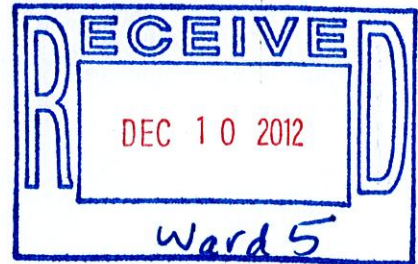
Street Address: 3909 Brandywine st
High Point NC 27265

Email: gaither@northstate.net

Employer: Southfield Furniture

Business Address: 2224 Shore St

Phone home: 689-0999 **work:** **fax:**



Do you live inside the corporate limits of High Point? **Yes**

If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Alcoholic Beverage Control Board**
2. **Citizens Advisory Council**
3. **Parks & Recreation Commission**

Have you participated in the City Government 101 Course? **No**

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

I have been in a Management role for over 20yrs. I feel I can bring positive ideas and thought to the boards! I spoke with Jim Davis and he to believes I would be an asset! Thanks Mark Gaither



2013006742

GUILFORD CO, NC FEE \$26.00

PRESENTED & RECORDED

02-01-2013 11:27:22 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: SHEIKA WASHINGTON

ASSISTANT-HP

BK: R 7442

PG: 1822-1825

Return to: Joanne Carlyle, City Attorney

City of High Point

P.O. Box 230

High Point, NC 27261

Resolution No. 1276 / 12-77

RESOLUTION

4SW
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT,
IN A REGULAR MEETING ASSEMBLED ON THE 17th DAY OF DECEMBER,
2012 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL
BUILDING, HIGH POINT, NORTH CAROLINA:

WHEREAS, P. Hunter Dalton has petitioned the City Council of the City of High Point to abandon all of Obsidian Court, being located south of Marble Drive, and east of White Farm Lane, being more fully described as follows:

Street Abandonment Case 12-12

All of the Obsidian Court right-of-way, located south of Marble Drive (being a public street with a 50-foot right-of-way), and east of White Farm Lane, and being shown on Plat Book 167, page 48, and Plat Book 179, page 66.

(NOTE: This abandonment facilitates the recordation of a new alignment of the Obsidian Court right-of-way).

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 19th day of November 2012, at 4:45 p.m. setting the 17th day of December, 2012 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and,

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning November 23 & 30, 2012 and December 7 & 14, 2012; and,

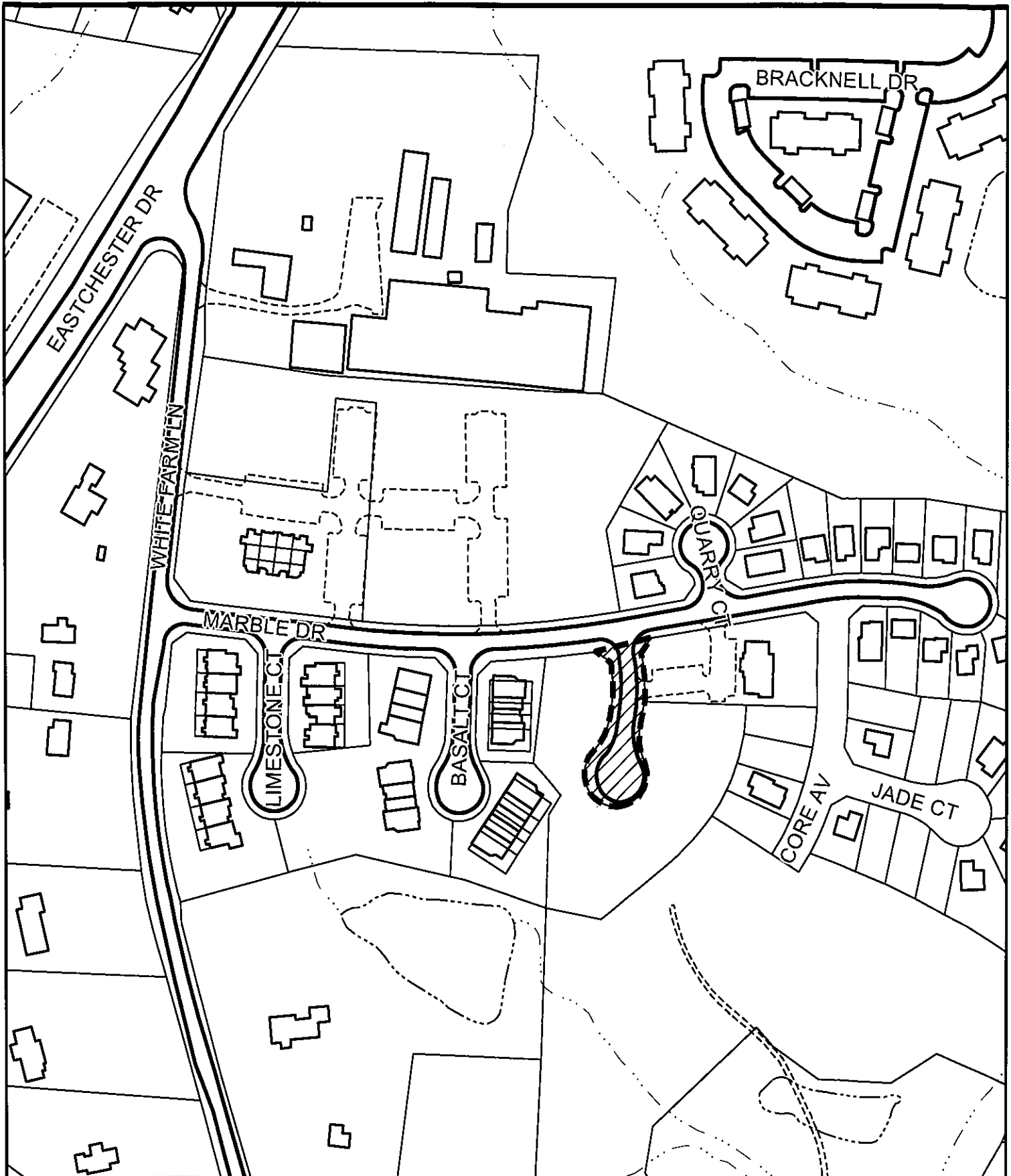
WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to close all of the Obsidian Court right of way located south of Marble Drive, and east of White Farm Lane; and,

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right of way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That all of the Obsidian Court right-of-way, located south of Marble Drive (being a public street with a 50-foot right-of-way), and east of White Farm Lane, and being shown on Plat Book 167, page 48, and Plat Book 179, page 66, be closed pursuant to North Carolina G.S. 160A-299; and,
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 17th day of December, 2012
Lisa B. Vierling, City Clerk



STREET ABANDONMENT REQUEST SA12-12

Applicant: Hunt Dalton

Area: 0.379 acre



Location of street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: October 23, 2012



Scale: 1"=200'

y:/ba-pz/2012/pz/sa12-12.mxd

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

Certified Copy

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing Resolution is a true and accurate copy adopted by the City Council in official Session on December 17, 2012 and upon approval by City Council will be recorded in Book 87 of the Official Minute Books and Resolution Book XVII of this City, under my care, custody and control. As of this date, action to adopt said Resolution 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 30th day of January, 2013.



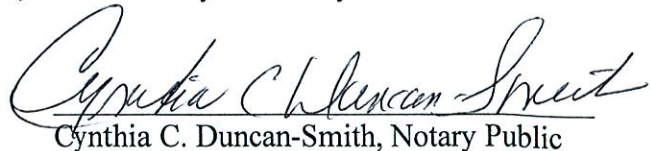
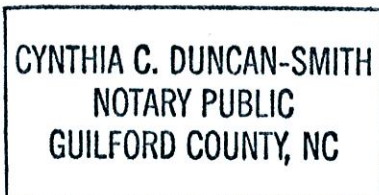
Lisa B. Vierling, City Clerk



ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, 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 30th day of January 2013.



Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2015

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 19, 2012 and December 11, 2012 and before the City Council of the City of High Point on December 17, 2012 regarding **Zoning Case 12-13** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 14, 2012, for the Planning and Zoning Commission public hearing and on November 8, 2012 and November 15, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on December 17, 2012.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Planned Unit Development – Mixed (PDM) District.** The property is approximately 80 acres and lying along the east side of Eastchester Drive, between Regency Drive and Empire Street. The site is also known as Guilford County Tax Parcels 0207818, 0207819, 0207810, 0207820, 0207821, 0207811, 0207812, 0207813, 0207814, 0207815, 0207816, and 0207817.

SECTION 2

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

Part I. USES:

- A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulations of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Plan Master Plan, and the specific conditions listed herein.

1. Tract A: Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein.
2. Tract B: Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District.
3. Tract C:
 - a. Any of the land uses allowed in the Highway Business (HB) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the HB District and the specific conditions listed herein; **or**
 - b. Multifamily dwellings and townhouse dwellings as allowed in the General Office High Intensity (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

C. Prohibited Uses:

1. Tracts A & C: The following HB District uses shall be prohibited in Tracts A and Tract C.
 - a. Motor Vehicle Sales (new and used)
 - b. Motorcycle Sales
 - c. Automotive Repair Services, Major
 - d. Automotive Repair Services, Minor
 - e. Laundromat, Coin operated
 - f. Amusement or Water Parks, Fairgrounds
 - g. Service Station, Gasoline
 - h. Car Washes
 - i. Warehouses (self-storage)
 - j. Bulky Items Outdoor Sales
2. Tract B: The following LI District uses shall be prohibited in Tract B.
 - a. Accessory Uses and Structures:
 - i. Communication Towers (exceeding height limits of zoning district)
 - ii. Communication Towers (not exceeding height limits of zoning district)

- b. Recreational Uses:
 - i. Amusement or Water Parks, Fairgrounds
 - ii. Batting cages
 - iii. Go-cart Raceways
 - iv. Golf Course, Miniature
 - v. Golf Course
 - vi. Golf Driving Ranges
- c. Business, Professional, and Personal Services Uses:
 - i. Automobile Rental or Leasing
 - ii. Automobile Repair Services, Major
 - iii. Automobile Repair Services, Minor
 - iv. Automobile Towing and Storage Services
 - v. Boat Repairs
 - vi. Car Washes
 - vii. Truck Driving Schools
 - viii. Truck & Utility Trailer Rental & Leasing, light
 - ix. Truck & Utility Trailer Rental & Leasing, heavy
 - x. Kennels or Pet Grooming Services
 - xi. Equipment Repairs, Light
- d. Retail Trade Uses:
 - i. Boat Sales
 - ii. Building Supply Sales (with storage yard)
 - iii. Bulky Item Outdoor Sales
 - iv. Convenience Stores (with gasoline pumps)
 - v. Fuel Oil Sales
 - vi. Manufactured Home Sales
 - vii. Motor Vehicle Sales (new and used)
 - viii. Motorcycle Sales
 - ix. Recreational Vehicle Sales
 - x. Service Station, Gasoline
 - xi. Tire Sales
 - xii. Truck Stops
- e. Transportation, Warehousing & Utilities:
 - i. Communication Towers (exceeding height limits of zoning districts)
 - ii. Communication Towers (not exceeding height limits of zoning district)
 - iii. Demolitions Debris Landfills, Minor
 - iv. Heliports
 - v. Transportation, Warehousing & Utilities
 - vi. Warehouses (self storage)
- f. Other Uses:
 - i. Storage Trailers (accessory)

Part II. CONDITIONS:

A. Development & Dimensional Standards:

1. Design Standards for the entire zoning site:

a. Architectural Design Standards:

- i. The entire zoning site shall be subject to the Eastchester Scenic Corridor Overlay District.
- ii. For nonresidential uses developed on the zoning site, the exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral, or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.

2. Design Standards for Tract C if developed with residential dwellings under the GO-H District option:

a. Setbacks:

- i. Regency Drive - Street setback shall be a minimum of twenty (20) feet from the property line.
- ii. Quadrant Street – Street setback shall be a minimum of ten (10) feet from the property line.
- iii. A minimum ten (10) foot setback shall be provided from the eastern and southern boundaries of Tract C, and along the western boundary of Tract C not abutting Quadrant Street.
- iv. Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet.
- v. Except for the setbacks noted above, the other dimensional requirements for multifamily residential under the GO-H District shall apply.

b. Landscaping

- i. A minimum eight (8) foot wide street yard shall be provided along Regency Drive.
- ii. A minimum eight (8) feet street yard shall be provided along street frontage of Quadrant Street.
- iii. Landscape yards shall not be required adjacent to the eastern boundary of the tract.
- iv. No additional landscaping/planting materials shall be required to be installed along the southern boundary of tract C subject to a sufficient amount of existing vegetation being retained in the stream buffer areas to meet minimum planting requirements of the Development Ordinance.

B. Transportation:

1. Vehicular Access:

a. Overall Development Access

- i. The access points on Empire Street, Regency Drive, and Eastchester Drive (NC 68) shall be private streets, or other means of connection as approved by the Technical Review Committee of the City of High Point.
- ii. A maximum of three (3) private roads will be required to Tract B. At a minimum, one shall be from the cul-de-sac at the end of Empire Street and two (2) shall be to Eastchester Drive (NC68).
- iii. The driveway access to all development within the rezoned area will be subject to the requirements of the City of High Point Driveway Ordinance. No parcel shall be permitted direct access to Eastchester Drive (NC68) or Regency Road.
- iv. The development of each tract shall contain provisions for coordinated vehicular access and circulation.

b. Eastchester Drive: There shall be no more than three (3) points of access from the zoning site to Eastchester Drive (NC68) between Piedmont Parkway and Regency Drive consisting of the following:

- i. One (1) private access point, which shall be a right-in/right-out located no closer than 500 feet south of Regency Drive (measures centerline to centerline).
- ii. One (1) private street access, which shall be a right-in/right-out access located equidistant from Regency Drive and Piedmont Parkway (approximately 1,450 feet), measured centerline to centerline. Also, a northbound right turn lane shall be installed by the property owner at this access point on Eastchester Drive (NC68) into the zoning site. This access may allow left turns into the site from southbound Eastchester Drive (NC68) via left-over, if approved by the North Carolina Department of Transportation (NCDOT). If allowed, this left-over will require the installation of a southbound left turn lane along Eastchester Drive.
- iii. One (1) private street access, which shall be a right-in/right-out access located equidistant from the proposed access point described in b.ii above and Piedmont Parkway (approximately 725 feet), measured centerline to centerline. This access shall also include a northbound right turn lane.

c. Eastchester Drive: Regency Drive Access:

- i. Provide an additional westbound left turn lane and traffic signal modifications as necessary at the intersection of Eastchester Drive and Regency Drive. In lieu of construction of the left turn lane and signal modifications, the developer may provide the City \$85,000 for the installation of the required improvements to mitigate the rezoning site's

impact. Payment shall be made prior to the development of any parcel in Tract C.

ii. There shall be no more than two (2) points of access from the zoning site to Regency Drive consisting of the following:

- 1) One (1) private access point, which shall align with Quadrant Court to the north.
- 2) One (1) private street access, which shall align with Tynning Street to the north.

d. Empire Street Access: The property owner shall construct a cul-de-sac at the terminus of Empire Street. Access to Empire Street shall be allowed per the Driveway Ordinance.

2. Pedestrian Access:

- i. A pedestrian access plan shall be submitted with the preliminary subdivision plan that provides pedestrian connection between each tract and to recreational/open space areas. Where sidewalks are not used to meet this requirement, a pedestrian trail shall be provided that is constructed of an all weather surface material and at least five (5) feet in width.
- ii. The pedestrian access plan shall include connection to the greenway trail east of the zoning site. Implementation of this connection may include a combination of walking trails and sidewalk to Regency Drive and Piedmont Parkway which connect to the greenway.
- iii. As each tract of portion thereof is developed, that segment of the pedestrian access plan shall be required to be installed.
- iv. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

C. Subdivision: All parcels within the rezoning site shall be subject to the subdivision regulations of the Development Ordinance and a preliminary subdivision plat shall be prepared and approved for the rezoning site prior to development and land division.

D. Signs:

1. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance
2. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.
3. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.

E. The rezoning site is subject to Section 9-4-3(a)(3) & (5) (*Planned Unit Development Requirements - Development Standards*) of the Development Ordinance as it

pertains to dimensional standards, access, commercial areas, alleys, local street design, boundary treatment, signs, parking, environmental sensitive areas, open space and common recreational facilities, phased development, and owners' associations.

SECTION 3

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

SECTION 4

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

SECTION 5

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

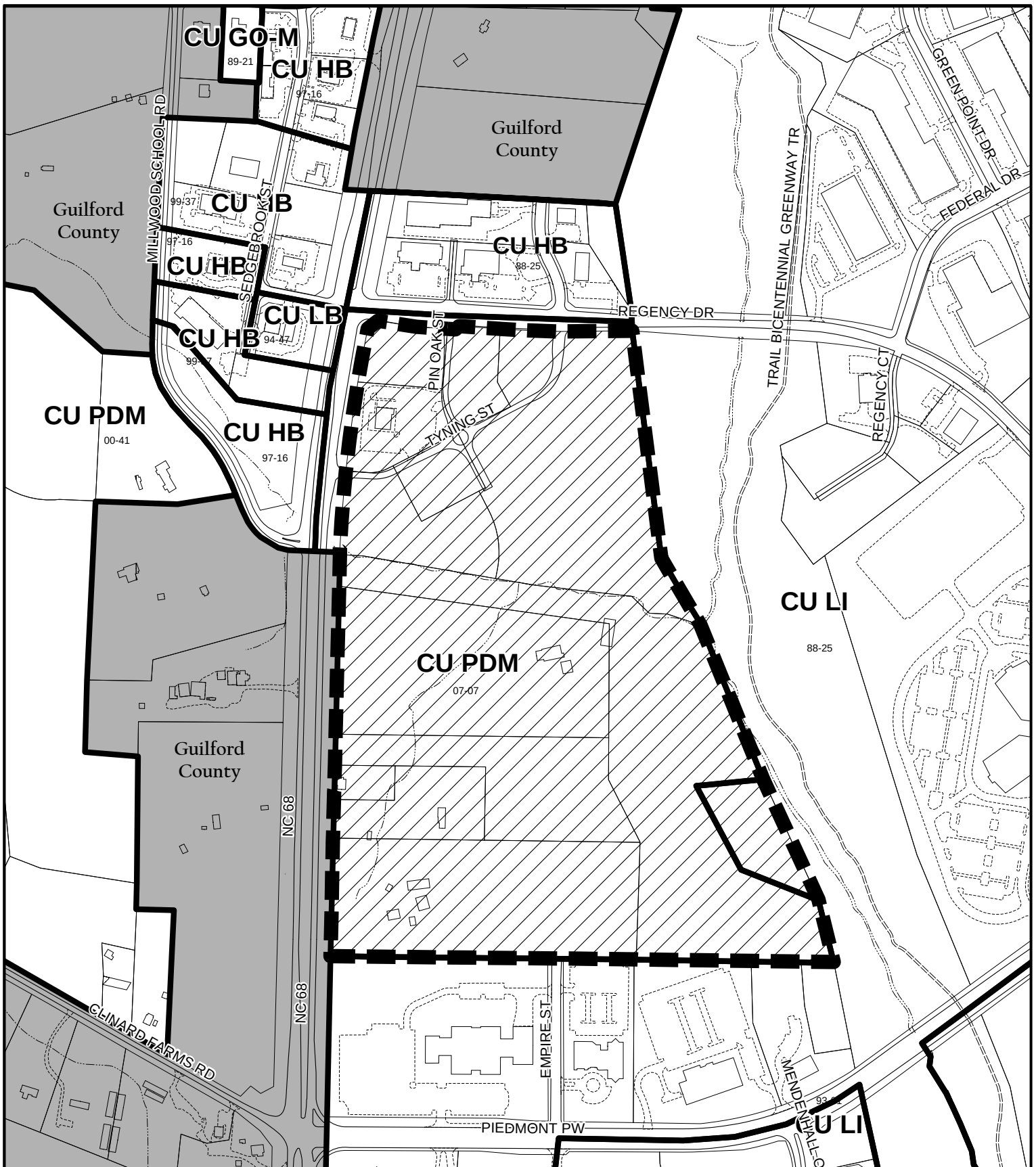
SECTION 6.

This ordinance shall become effective upon the date of adoption.

17th day of December, 2012.

Lisa B. Vierling, City Clerk

ZONING CASE 12-13



ZONING CASE 12-13

From: Conditional Use Planned Unit Development-Mixed & Conditional Use Light Industrial

To: Planned Unit Development-Mixed

Existing Zoning Boundary

Subject Property Boundary



**Planning & Development
Department**

City of High Point

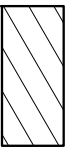
Date: October 31, 2012



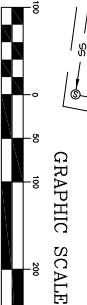
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THIS IS NOT A SURVEY. NO FIELD WORK HAS BEEN PERFORMED BY CPT ENGINEERING AND SURVEYING, INC.



ENVIRONMENTALLY SENSITIVE AREAS



(IN FEET)
1 inch = 100 ft.

N.C. HIGHWAY 68



OWNER/DEVELOPER:
SDL JOHNSON CITY, LLC &
SL WENDOVER, LLC
4035 PRINCETON SUITE 200
CONTRACT LOWELL EASTERN
PHONE: (336) 698-9999
FAX: (336) 698-0888

ENGINEER:
CPT ENGINEERING & SURVEYING, INC.
4400 TYNING STREET
HIGH POINT, NC 27265
CONTACT: STEVEN T. WEBB, P.E.
PHONE: (336) 812-8800
FAX: (336) 812-8780

PUD MASTER PLAN

**SDL JOHNSON CITY, LLC
SL WENDOVER, LLC**

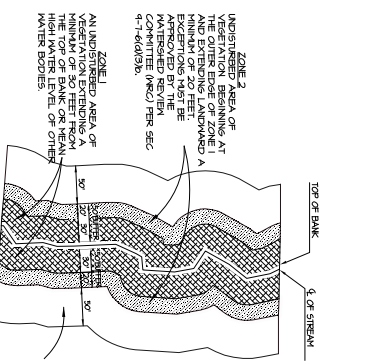
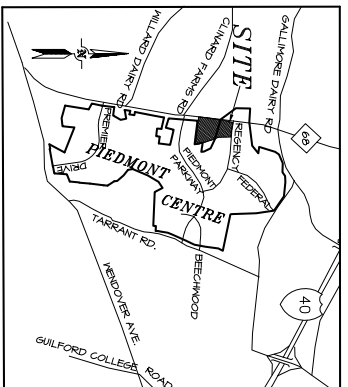
HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

PRELIMINARY



ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-13175
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

REVISIONS



**PERMANENT STREAM
HIGH DENSITY DEVELOPMENT**
Not to Scale

TRACT "A"	
TOTAL AREA (AC)	14.620 AC
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES
TRACT "B"	
TOTAL AREA (AC)	54.876 AC
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES

TRACT "C"	
TOTAL AREA (AC)	56.095 AC
MINIMUM BUILDING SEPARATION	25 FEET
MINIMUM BUILDING SEPARATION	25 FEET
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES

TRACT "D"	
TOTAL AREA (AC)	56.095 AC
MINIMUM BUILDING SEPARATION	25 FEET
MINIMUM BUILDING SEPARATION	25 FEET
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES

TRACT "E"	
TOTAL AREA (AC)	56.095 AC
MINIMUM BUILDING SEPARATION	25 FEET
MINIMUM BUILDING SEPARATION	25 FEET
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES

TRACT "F"	
TOTAL AREA (AC)	56.095 AC
MINIMUM BUILDING SEPARATION	25 FEET
MINIMUM BUILDING SEPARATION	25 FEET
OPEN SPACE REQUIRED	PROTECTED TO NON-RESIDENTIAL USES



High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: Tomislav (Tom) Josip Lugarich

Date Submitted: Dec. 9, 2012

Street Address: 153-C, Old Mill Road
High Point NC 27265

Email: dorotea@triad.rr.com

Employer: self-employed

Business Address:

Phone home: 336-259-2591 **work:** **fax:**



Do you live inside the corporate limits of High Point? **Yes**

If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Historic Preservation Commission**
2. **2nd Selection**
3. **3rd Selection**

Have you participated in the City Government 101 Course? **No**

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

Since moving to North Carolina in 1999 I have been active with the Greensboro chapter of North Carolina Model Railroad Society, served on the Homeowners Association of Old Mill North, and assisted in layout and display of antique toys at the Children's Toy Museum of Old Salem. I have an interest in serving on this board since I enjoy history and would like to become involved in community service that promotes that goal.



MEMORANDUM

TO: Mayor, City Council and City Manager

FROM: *REM* Randy E. McCaslin, Assistant City Manager

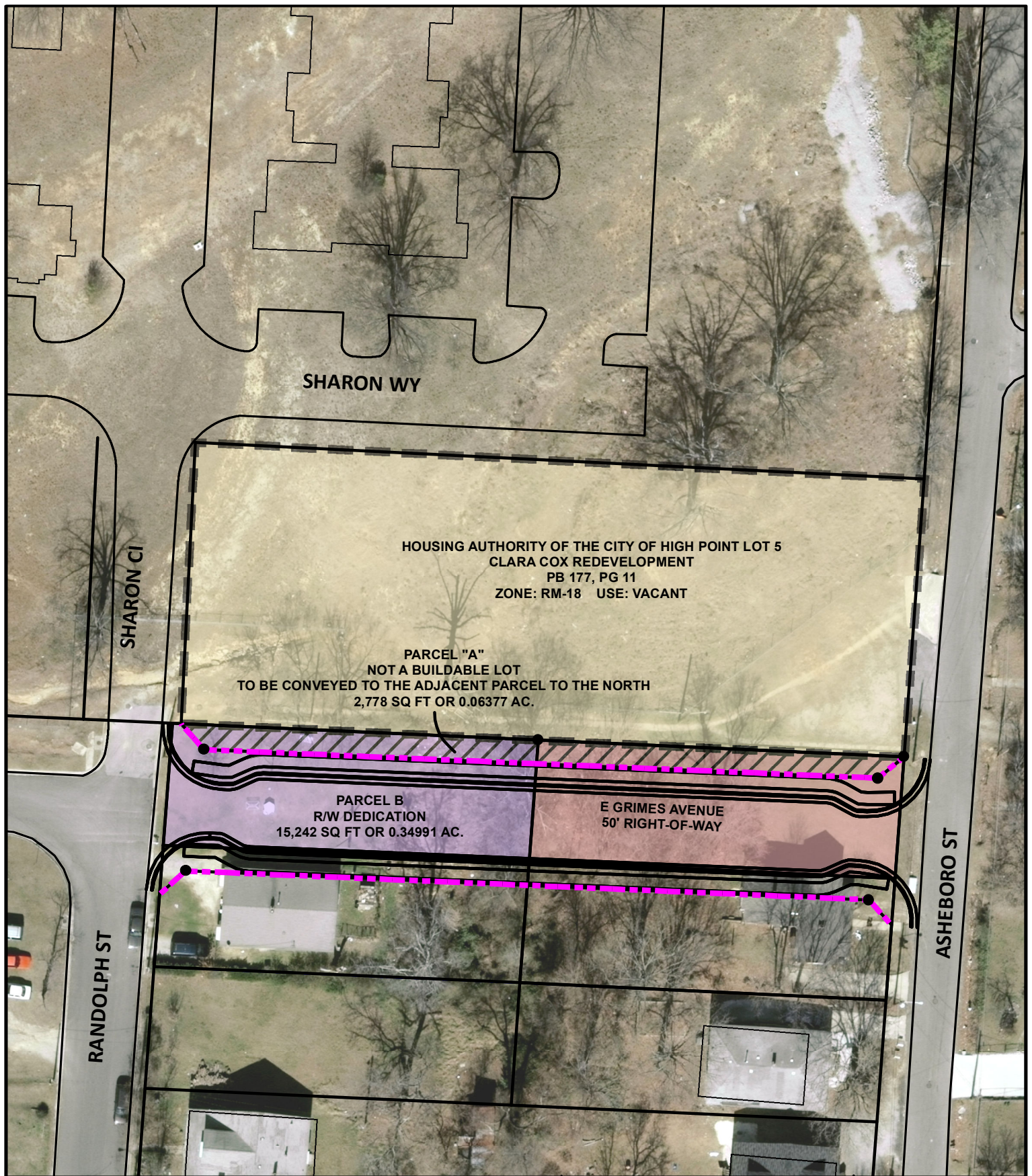
DATE: December 11, 2012

SUBJECT: Remnant Property Return to High Point Housing Authority

Enclosed you will find a Resolution authorizing the return of unused property from the extension of East Grimes Avenue from Randolph to Asheboro Streets, to the High Point Housing Authority. Earlier this year, the City completed this project in cooperation with the Housing Authority.

On the enclosed map, you will see two shaded lots - one fronting on Randolph Street and the second fronting on Asheboro Street - over which the East Grimes Avenue extension was constructed. These two lots were purchased by the Housing Authority and deeded to the City for this street construction. The City agreed at the time, that if there was any property not needed for the street right of way, it would be returned to the Housing Authority, as they have plans to construct residential units fronting on this extension of East Grimes Avenue. The hatched area on the map (2,778 square feet or 0.06377 acre) is the unused land we are recommending be returned to the Housing Authority.

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



High Point Housing Authority Property
Lot 5 Clara Cox Redevelopment

**Planning & Development
Department**

City of High Point

Date: December 11, 2012



Scale: 1" = 50'

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns two tracts of land located at 906 Asheboro Street and 815 Randolph Street in the City of High Point and more particularly described in Deed Book 7340, Page 679 and Deed Book 7246, Page 891 of the Guilford County Registry (“Property”); and

WHEREAS, the majority of the Property was necessary for the City of High Point’s construction of the extension of Grimes Avenue. However, there is a small, unusable portion of the Property remaining; and

WHEREAS, the Housing Authority of the City of High Point owns a tract of land adjacent to the unusable portion of the Property. The tract of land owned by the Housing Authority of the City of High Point is located at 815 Randolph Street and 906 Asheboro Street in the City of High Point and is more particularly described in Plat Book 177, Page 11 of the Guilford County Registry; and

WHEREAS, the North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation, if the city is authorized by law to appropriate money to the corporation; and

WHEREAS, North Carolina General Statute § 160A-456(b) authorizes a city to exercise directly those powers granted by law to housing authorities giving a city the ability and authority to undertake any activity that may be undertaken by a housing authority; and

WHEREAS, North Carolina General Statute § 157-3(12) defines a housing project to include programs that assist developers of multifamily housing and developers and owners of owner-occupied housing; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes cities to appropriate money to private organizations to carry out any activity that a city may carry out directly; and

WHEREAS, the City of High Point has negotiated with The Housing Authority of the City of High Point (“Housing Authority”) to convey the unusable portion of the above-described Property to the Housing Authority;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to a 0.06377 acre tract of land which is a portion of the

Property located at 906 Asheboro Street and 815 Randolph Street in the City of High Point, and is more particularly described in Deed Book 7340, Page 679 and Deed Book 7246, Page 891 of the Guilford County Registry, more particularly described on Plat Book 183, Page 72 of the Guilford County Registry as: "Parcel A, not a buildable lot to be converted to the adjacent parcel to the North, 2,778 square feet or 0.63.77 acres."

2. The consideration of the conveyance is the Housing Authority's agreement to use this property only for the "public" purpose of furthering the mission of the Housing Authority in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the _____ day of _____, 2012.

CITY OF HIGH POINT

By

Bernita Sims, Mayor

Attested to:

Lisa Vierling, City Clerk

MEMORANDUM

TO: Mayor and Members of City Council

FROM: Strib Boynton, City Manager

DATE: December 12, 2012

SUBJECT: Carolina Field of Honor

At the Finance Committee meeting Monday, held September 17th, former Mayor Bill Knight made a presentation to Council requesting High Point's support of the Carolina Field of Honor project being planned for the Triad Park. This would be a joint project with the City of Greensboro and the City of Winston Salem.

Both Greensboro and Winston Salem have approved the supporting of this project and authorized the payment of their contributions. The total amount of the project is \$250,000. High Point's is being asked to contribute \$43,231 which is our per-capita amount.

At the Monday City Council meeting, Council is being asked to adopt a budget ordinance in the amount of \$43,231.00 to appropriate the funds to support the Carolina Field of Honor project.

Please call me if you have any questions.

Thale.
Strib

**"AN ORDINANCE AMENDING THE 2012-2013 BUDGET ORDINANCE OF THE CITY
OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS TO SUPPORT THE
CAROLINA FIELD OF HONOR PROJECT**

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

Section 1. To appropriate funding for the City of High Point to participate in the Carolina Field of Honor project, and High Point's per capita share is \$43,231.

Section 2. In order to appropriate these funds, the 2012-2013 Budget Ordinance of the City of High Point, should be amended as follows:

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

Appropriated Fund Balance	\$43,231
---------------------------	----------

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

Special Appropriations	\$43,231
------------------------	----------

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 this 17th day of December, 2012

Lisa B. Vierling, City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 23, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Carson Lomax and Ms. Martha Shepherd.

City of High Point

Street Abandonment Case 12-10

A request by the Technical Review Committee to abandon unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street.

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

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

The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 12-11 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 12-10
October 23, 2012**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandon unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
North Pendleton Street	Local street	110(+/-) ft. right-of-way; 40 ft. curb & gutter

Adjacent Property Zoning and Current Land Use		
North	Conditional Use Light Industrial (CU LI)	Warehouse and distribution center
East	Conditional Use Heavy Industrial (CU HI)	Manufacturing
South	Central Business (CB)	Manufacturing
West	Conditional Use Light Industrial (CU LI)	Warehouse and distribution center

Analysis

The City of High Point Technical Review Committee (TRC) is proposing to abandon the excess right-of-way from a previous cul-de-sac on North Pendleton Street. North Pendleton Street was originally constructed as a dead end street, and had a paved cul-de-sac to provide a turn-around for vehicles using the street. The street was recently extended however, and is now a through street connecting East Kivett Drive with Cedrow Drive. The excess pavement from the cul-de-sac bulb was removed as part of the project to extend North Pendleton Street, however the excess right-of-way was never abandoned.

There are no utilities in the portion of the right-of-way to be abandoned, although there are under-ground electric lines behind the sidewalk on the west side of the street. A 20-foot electric utility easement should be retained along the western side of the remaining right-of-way. Such an easement would allow for maintenance of the existing electric utility and would match the existing 20-foot easement that currently exists along the western edge of the right-of-way to the north of this location.

Findings

The Technical Review Committee reviewed this request and did not identify any concerns related to abandonment of the right-of-way.

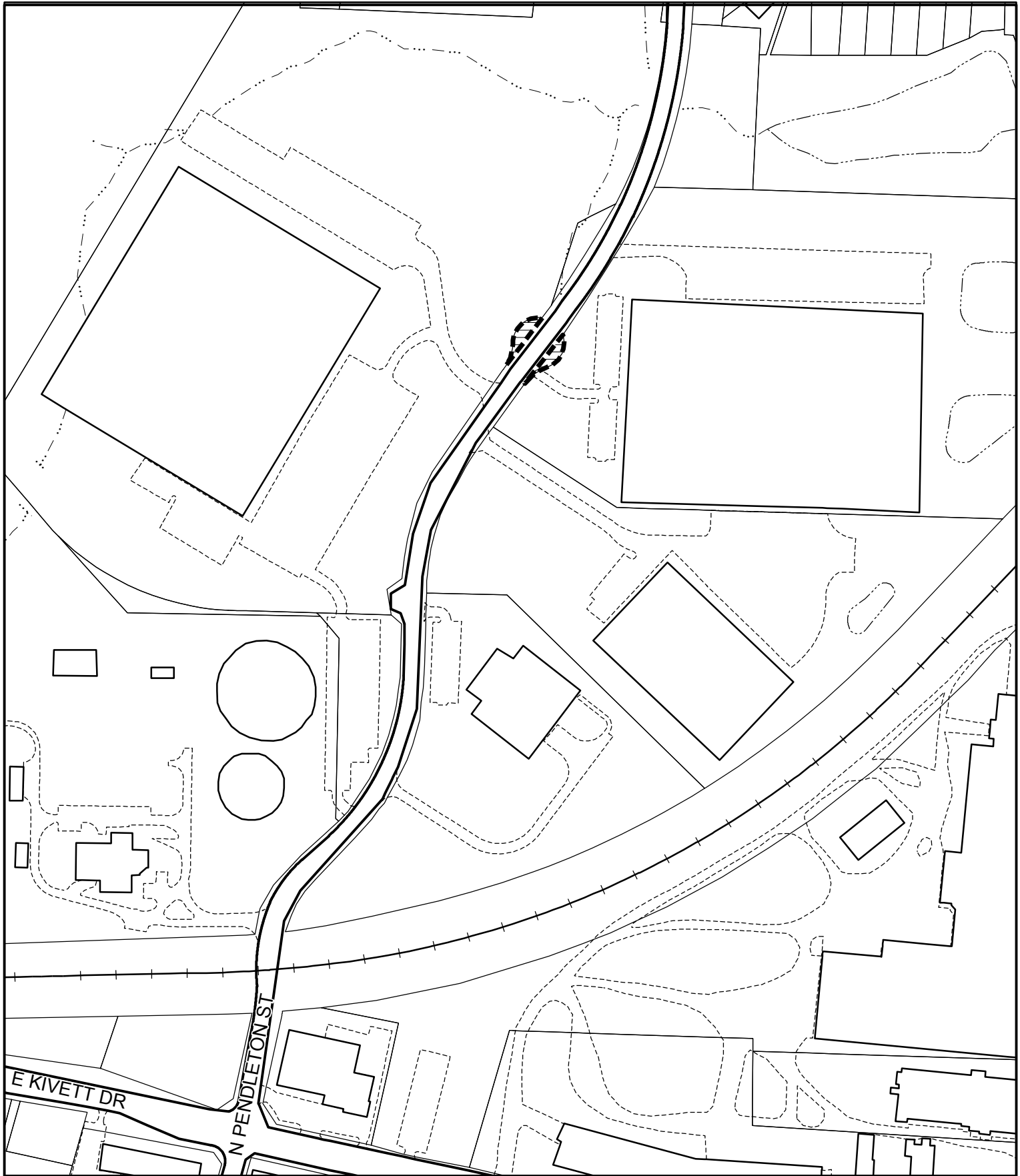
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress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

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 20-foot electric utility easement along the western side of remaining right-of-way. This recommendation is based on preliminary findings that the abandonment is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA12-10

Applicant: City of High Point

Area: 0.105 acre



Location of street abandonment



Previously abandoned right-of-ways

Department of Planning
and Development

City of High Point

Date: October 9, 2012



Scale: 1"=300'

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Attachments: Photograph (October 2012)

Looking northwest across North Pendleton Street from the Mannington Mills property



STREET ABANDONMENT REQUEST SA12-10



SAPONA CT

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



M E M O R A N D U M

DATE: December 11, 2012

TO: Pat Pate, Asst. City Manager

FROM: W. Chris Thompson, PE, Director of Public Services *W. Chris Thompson*

SUBJECT: Agenda Item – Update to the Sewer Use Ordinance

High Point has updated its Pretreatment Program and initiated a Fat, Oil, & Grease (FOG) program to meet the revisions to requirements in the NCAC 15A 02H .0900 – Local Pretreatment Programs as enforced by the North Carolina Department of Environment and Natural Resources – Division of Water Quality (NCDENR–DWQ). Attached is a copy of our Sewer Use Ordinance (SUO) which includes these updates along with a table of contents and a summary of the revisions. We are required to submit to NCDENR–DWQ a copy of the documentation of adoption (e.g.- Council Resolution or Council Minutes) sealed by the Municipal Clerk once approval has taken place.

Please place this on the agenda for our next Council meeting for discussion and approval. Public Services staff will be present to answer any questions concerning this ordinance.

SEWER USE ORDINANCE REVISION SUMMARY

The State has mandated some required changes and some optional changes for the SUO. Many of the changes required adding a few words to the sentence or replacing an entire paragraph. The first major change was numbering of the sections. The current SUO is difficult to follow in terms of numbering. When it comes to enforcement of the SUO it is important that the sections and subsections are easily identifiable. The second major change was incorporating the FOG ordinance into the SUO instead of it being a stand-alone document.

❖ GENERAL PROVISIONS

Addition of the words “and wastewater discharges” and fixed typographical errors.

Changed “article” to “ordinance” and fixed grammatical and typographical errors.

Added “Publicly Owned Treatment Works”

Added “City of High Point” to designate what wastewater system, added “enforcement actions” to the list of what needs to be complied with if SIU is outside the City limits but discharges into the City’s wastewater system.

❖ DEFINITIONS AND ABBREVIATIONS

Fixed grammatical/typographical errors.

Deleted “director” because SUO already has definition for “POTW Director” listed. Also modified its definition to match the 2011 NC Rule .0903(b)(27) exactly (Optional change)

Added definitions:

Control Authority

Discharger

Effluent

Added definitions relevant to FOG related terms:

Fats, Oils and Grease (FOG)	Manifest
FOG Best Management Practices	Sanitary Sewer Overflow (SSO)
Food Service Establishment (FSE)	Trap
Grease	Twenty-five (25%) percent rule
Grease Control Device	
Grease Generating Activity	
Low Grease Generating Agreement	
Maintenance Log	

SEWER USE ORDINANCE REVISION SUMMARY

Included “collection system” to interference definition. **(This is a required change to match 2011 NC Rule 0903(b)(14).**

Changed definition of Non-discharge Permit to match the 2011 NC Rule .903(b)(21) directly

“Collection system” added to Pass through definition. (This is a required change) and added wording “or a downstream water quality standard even if not included in the permit” which was an optional change.

Added “metals” to pollutant definition. This was an optional change to match .903(b)(24) exactly.

Changed wording for Pretreatment definition to match the 2011 NC Rule .0903(b)(2) exactly.

Changed definition for Pretreatment Standard to match the 2011 NC Rule .0903 (b)(29) exactly.

Modified Significant Industrial User definition to match 2011 NC Rule .0903(b)(33) exactly.

Modified definition of Significant noncompliance : A through D are required changes; E through H are included to match Federal Regulations, which is optional.

Modified the definition of Waters of the State to match NC Rule .0903(b)(39) exactly.

❖ REGULATIONS – PROHIBITED DISCHARGE STANDARDS

Added word “Fahrenheit” under prohibited discharge standards relative to temperature of wastewater because it was missing.

Added the phrase “unless authorized by the POTW Director” to description of grease related discharges. This is an optional change.

Replaced the word “Wastes” with “Pollutants, substances, wastewater or other wastes” to match State ordinance wording.

❖ REGULATIONS – NATIONAL CATEGORICAL PRETREATMENT STANDARDS

Added “A User may request a removal credit adjustment to a categorical standard in accordance with 40 CFR 403.7” this was an optional change

❖ REGULATIONS - LOCAL LIMITS

Recommended omitting COD limit from Local limit list; this is neither an allocated pollutant when calculating headwords analysis nor a NPDES limited pollutant.

❖ REGULATIONS – PRETREATMENT

Added “Wastewater” to heading “Pretreatment” and other wording to match the NC ordinance

Added NEW FOG ordinance section

SEWER USE ORDINANCE REVISION SUMMARY

❖ ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS

Changed definition, evaluation frequency, and related reporting requirements; this was an optional change.

❖ FEES – SAMPLING AND TESTING PROCEDURES

Added sentence: “Any analyses performed by contract laboratory services on behalf of the City will be billed directly to the user by the contract laboratory”

❖ ADMINISTRATION : WASTEWATER PERMITS – SIGNIFICANT INDUSTRIAL USER PERMIT APPLICATION

Modified what the Significant Industrial User permit application should include; streamlined into a list without description. **This is a required change from the state to be consistent with NCAC 15A 02H.0916**

Deleted “Permit Synopsis” and added “Permit supporting documentation paragraph”. **This is a required change to be consistent with NC Rule .0916(c)(4) and current DWQ Practices.**

❖ ADMINISTRATION – WASTEWATER PERMITS – PERMIT CONDITIONS

Included and/or in reference to penalties

Included and/or in reference to limits

❖ HEARINGS

Moved to end of SUO Ordinance

❖ REPORTING REQUIREMENTS - MEASUREMENT OF POLLUTANTS

Added “When determining mass calculations, standard pretreatment conversion factors shall be used”

❖ REPORTING REQUIREMENTS – REPORTS OF CHANGED CONDITIONS

Language added to clarify that permission is required to connect or discharge to the POTW, including changes to discharge. Added phrase “or pollutant” to ensure wording matches 40 CFR 403.12(j). **These are required changes.**

❖ REPORTING REQUIREMENTS – NOTICE OF VIOLATION; REPEAT SAMPLING AND REPORTING

Changed wording to clarify that the POTW must resample if the POTW is performing the sampling in lieu of the industrial user and a violation occurs.

❖ REPORTING REQUIREMENTS – NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE

Changed wording so the IU is required to report before they discharge hazardous waste to the POTW. They cannot discharge until approval in writing from the City. This is an optional change. Prior wording stated the IU had to provide notice after the fact, which is how it is written in 40 CFR 403.12(p) but Rule .0918 allows NC POTWs to be more stringent than the State or Federal Govt.

SEWER USE ORDINANCE REVISION SUMMARY

❖ **REPORTING REQUIREMENTS – ANALYTICAL REQUIREMENTS**

Wording modified to clarify the analytical requirements. This was an optional change.

❖ **REPORTING REQUIREMENTS – ELECTRONIC REPORTING**

Added optional cross-media reporting.

❖ **COMPLIANCE MONITORING – INSPECTION AND SAMPLING**

Changed wording from “POTW Director” to “City”. **This is a required change.**

❖ **COMPLIANCE MONITORING – SEARCH WARRANTS**

Changed wording from “POTW Director” to “City”. **This is a required change.**

❖ **ENFORCEMENT – SHOW CAUSE HEARING, EMERGENCY SUSPENSIONS**

Fixed typographical errors.

❖ **ENFORCEMENT – CIVIL PENALTIES**

Replaced “fined” with “assessed a civil penalty”. This was an optional change.

❖ **ANNUAL PUBLICATION OF REPORTABLE NONCOMPLIANCE**

Fixed typographical error.

❖ **HEARINGS**

It was suggested to move Hearing conditions to its own section of the SUO. Changed wording so that there are two levels of local government appeal prior to judicial review. The State required the change but gave four versions to pick from. (First version gave NO opportunity for review at the local govt level; the IU went straight to judicial review; Second version gave only one level of local government hearings; version three is one level of local government which cites regular local government hearing procedures, and the fourth version allowed two levels of POTW hearings) **Again, this is a required change.**

❖ **EFFECTIVE DATE**

State had two options to choose from; chose to have signatures and seal as opposed to, “this ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law”.

SEWER USE ORDINANCE
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ARTICLE B Sewer

Editor's note: Ordinance No. 07-81, adopted Sept. 20, 2007, amended article B in its entirety to read as herein set out. Formerly, this article pertained to similar subject matter and derived from Ord. No. 94-15, adopted March 17, 1994; and Ord. No. 97-102(3), adopted Dec. 18, 1997.

Sec. 8-2-51 SEWER; RESPONSIBILITY

The public services department shall be charged with the maintenance and repair of all sewer mains, including house connections, pump stations and treatment plants, the construction of house connections, and the operation of all pump stations and treatment plants. There shall be employed in this department an adequate number of employees to properly maintain and operate the facilities of this department. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-52 GENERAL PROVISIONS

A. Purpose and policy.

This article sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the City of High Point, hereafter referred to as the city, and enables the city to comply with all applicable state and federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403). The objectives of this article are:

- (1) To prevent the introduction of pollutants and wastewater discharges into the municipality wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- (2) To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;
- (4) To protect both municipal personnel who may come into contact with sewage, sludge, and effluent in the course of their employment as well as protecting the general public;
- (5) To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and
- (6) To ensure the municipality complies with its NPDES or non-discharge permit conditions, sludge use and disposal requirements, and any Federal or State laws which the municipal wastewater system is subject to.

This ordinance provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply all users of the municipal wastewater system as authorized by N.C.G.S. 160A-312 and/or 153A-275. The City of High Point shall designate an administrator of the Publicly Owned Treatment Works or POTW and pretreatment program hereafter referred to as the POTW Director. Except as otherwise provided herein, the Publicly Owned Treatment Works (POTW) Director shall administer, implement and enforce the provisions of this ordinance. Any powers granted to or imposed upon the POTW Director may be delegated by the POTW Director to other City of High Point personnel.

By discharging wastewater into the City of High Point wastewater system, industrial users located outside the City limits agree to comply with the terms and conditions established in this ordinance, as well as any permits, enforcement actions, or orders issued hereunder.

B. RESERVED.

(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-53 DEFINITIONS AND ABBREVIATIONS.

- A.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated:

Act or the act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Approval authority. The Director of the Division of Water Quality of the North Carolina Department of Environment and Natural Resources or his designee.

Authorized representative of the industrial user.

1. If the industrial user is a corporation, authorized representative shall mean:
 - a. The president, secretary, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one (1) or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the industrial user is a partnership, association, or sole proprietorship, an authorized representative shall mean a general partner or the proprietor.
3. If the industrial user is Federal, State or local governments, or an agent thereof, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in paragraphs (1)--(3) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the authorization is submitted to the city.
5. If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the City of High Point prior to or together with any reports to be signed by an authorized representative.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 degrees centigrade usually expressed as a concentration (e.g., mg/l).

Building sewer. A sewer conveying wastewater from the premises of a user to the POTW.

Bypass. The intentional diversion of wastestreams from any portion of a user's treatment facility.

Categorical standards. National Categorical Pretreatment Standards or pretreatment standard.

Control Authority. Refers to the POTW organization if the POTW organization's Pretreatment Program approval has not been withdrawn.

Discharger. Means any person who discharges or causes the discharge of wastewater to a community sewer system, storm water system, or directly to the POTW. Discharger shall mean the same as user.

Domestic sewage. The liquid waste from residence building drains, public rest rooms in commercial or industrial establishments, and garbage grinders, dishwashers and clothes washers which are not operated on a commercial basis.

Effluent. Means wastewater or other liquid, partially or completely treated, or in its natural state or any portion thereof flowing out of a reservoir, basin, treatment plant or industrial treatment plant.

Enforcement response plan (ERP). The set of enforcement actions to be taken by the city in response to violations of any part(s) of this article.

Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Fats, Oils and Grease (FOG). Shall mean any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

FOG Best Management Practices. Shall mean schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of FOG to the sanitary and storm water systems.

Food Service Establishment. Those establishments primarily engaged in activities of preparing, serving, or otherwise making available for consumption by the public operating in a permanently constructed structure such as a room, building, or place, or portion thereof, that utilize one or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

Garbage. Solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Grab sample. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and for a period of time not to exceed 15 minutes.

Grease shall mean, and includes, fats, oils, waxes or other related constituents. Grease may be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, and fats in meats, cereals, seeds, nuts, and certain fruits. Grease may also be of mineral origin including kerosene, lubricating oil, and road oil. Grease in the wastewater collection system is generally present as, but not need be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution. Grease is extractable from an acidified sample of a waste by hexane or other designated solvent and as determined by the appropriate methods and procedures approved by the Environmental Protection Agency, and identified in 40 CFR Part 136.

Grease Control Device. Shall mean a grease interceptor, grease trap, or other grease removal device designed, constructed and intended to remove, hold or otherwise prevent the passage of fats, oils or grease (FOG) to the sanitary sewer.

Grease Generating Activity. Shall mean any activity that includes the following in regards to wastewater or any FOG materials entering the sanitary sewer system by means of washing dishes, kitchen equipment, discharging FOG in a drain which leaves the property.

Holding tank waste. Any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Hot Spots. Shall mean areas in sewer lines that have experienced sanitary sewer overflows or that must be cleaned or maintained at an accelerated frequency to avoid blockages of sewer system as a result from FOG buildup in the sanitary sewer system.

Indirect discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under section 307(b) or (c) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

Industrial user. Any person which is a source of indirect discharge.

Low Grease Generator Agreement. Shall refer to an agreement between certain categories of FSEs and the City that do not require the installation of a Grease Control Device.

Interference. The inhibition, or disruption of the POTW collection system, treatment processes, operations, or its sludge process, use, or disposal, which causes or contributes to a violation of any requirement of the POTW's NPDES, collection system or non-discharge permit or prevents sewage sludge use or disposal in compliance with specified applicable state and federal statutes, regulations, or permits. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with [section] 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA) (42 U.S.C. section 6901 et seq.), the Clean Air Act, the Toxic Substances Control Act, the Marine Protection Research and Sanctuary Act (MPRSA) or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA applicable to the method of disposal or use employed by the POTW).

Maintenance log. Shall mean any form of record keeping requirements as addressed in Section XXX.

Manifest. Shall mean the receipt which is retained by the generator of wastes for disposing recyclable waste, liquid or solid wastes as required by the city.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monitoring facility. Structure or sampling installation for the purpose of accurately measuring the volume of flow and sampling of the wastes, the design, location and operation of which must be approved by the director.

National Categorical Pretreatment Standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of industrial users, and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

National Prohibitive Discharge Standard or prohibitive discharge standard. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in subsection 8-2-54(a) of this article and developed under the authority of [section] 307(b) of the Act and 40 CFR, section 403.5.

New source.

1. Any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with section 307(c), provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or

installation are substantially independent of an existing source at the same site. In determining these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.
3. For purposes of this definition, construction of a new source has commenced if the owner or operator has:
 - a. Begun, or caused to begin as part of a continuous on-site construction program:
 1. Any placement, assembly, or installation of facilities or equipment; or
 2. Significant site preparation work including clearing, excavation, or removal or existing buildings, structures or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

Noncontact cooling water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

National Pollution Discharge Elimination System or NPDES permit. A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342), or pursuant to N.C.G.S. 143-215.1 by the state under delegation from EPA.

Non-discharge permit. A permit issued by the State pursuant to G.S. 143-215.1(d) for a waste which is not discharged directly to surface waters of the State or for a wastewater treatment works which does not discharge directly to surface waters of the state

Pass through. A discharge which exits the POTW into waters of the state in quantities or concentrations which, alone or with discharges from other sources, causes a violation, including an increase in the magnitude or duration of a violation of the POTW's NPDES, collection system, or non-discharge permit or downstream water quality standard even if not included in the permit.

Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, their legal representatives, agents or assigns. This definition includes all federal, state, and local government entities.

pH. A measure of the acidity or alkalinity of a substance, expressed as standard units, and calculated as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

Pollutant. Any "waste" as defined in N.C.G.S. 143-213(18) and dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, metals, BOD, COD, toxicity, ~~or~~ and odor).

POTW Director. The City of High Point Director of Public Services or his/her delegate.

Pretreatment . The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing

such pollution into a POTW collection system and/or treatment plant. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except as prohibited by 40 CFR 403.6(d).

Pretreatment program. The program for the control of pollutants introduced into the POTW from nondomestic sources which was developed by the city in compliance with 40 CFR 403.8 and 403.11 and as authorized by N.C.G.S. 143-215.3(a)(14) in accordance with 40 CFR 403.11.

Pretreatment requirements. Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard.

Pretreatment standards. Any prohibited discharge standards, categorical standards, or local limits which applies to an industrial user.

Publicly owned treatment works (POTW) or municipal wastewater system. A treatment works as defined by section 212 of the Act, (33 U.S.C. 1292) which is owned in this instance by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to the POTW treatment plant. For the purposes of this article, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the city who are, by contract or agreement with the city, or in any other way, users of the city's POTW.

Sanitary Sewer Overflow shall mean any discharge of sewage from the sanitary sewer to the inside or outside of a FSE or to the Stormwater system.

Severe property damage. Substantial physical damage to property, damage to the user's treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Significant industrial user or SIU. Any industrial user that discharges wastewater into a publicly owned treatment works and that::

- (1) Discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewaters; or
- (2) Contributes process wastewater which makes up five percent or more of the NPDES or Non-discharge permitted flow limit or five percent or more of the maximum allowable headworks loading of the POTW treatment plant for any POTW pollutant of concern; or
- (3) Is subject to Categorical Pretreatment Standards under 40 CFR Part 403.6 and 40 CFR Chapter 1, Subchapter N, Parts 405-471; or
- (4) Is designated as such by the Control Authority on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation, or for violating any Pretreatment Standard or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, or for contributing to violations of the POTW's receiving stream standard, or for limiting the POTW's sludge disposal options.
- (5) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in paragraphs (1) and (2) above have no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, or for contributing to violations of the POTW's receiving stream standard, or for limiting the POTW's sludge disposal options, and thus is not a Significant Industrial User.

- (6) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in Paragraph (3) above meets the requirements of 40 CFR Part 403.3(v)(2) and thus is not a Non-significant Categorical Industrial User.
- (7) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in Paragraph (3) above meets the requirements of 40 CFR Part 403.12(e)(3) and thus is a Middle Tier Significant Industrial User. Sampling and inspection requirements may be cut in half as per 40 CFR Parts 403.8 (f)(2)(v)(C) and 403.12 (e)(3).

Significant noncompliance. SNC is the status of noncompliance of a Significant Industrial user when one or more of the following criteria are met. Additionally, any Industrial User that meets the criteria in (c), (d), or (h) shall also be SNC.

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter (not including flow) during a six month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l);
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numerical Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l) multiplied by the applicable TRC; (TRC=1.4 for BOD, TSS, Fats, Oils and grease; 1.2 for all other pollutants (except flow and pH);
- (c) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR Part 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Control Authority and/or POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- (d) Any discharge of a pollutant or wastewater that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Control Authority's or the POTW's, if different from the Control Authority, exercise of its emergency authority under 40 CFR Part 403.8(f)(l)(vi)(B) and Section 8-2-54(a) of this ordinance to halt or prevent such a discharge;
- (e) Violations of compliance schedule milestones, contained in a pretreatment permit or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
- (f) Failure to provide reports for compliance schedule, self-monitoring data, baseline monitoring reports, 90-day compliance reports, and periodic compliance reports within 30 days from the due date.
- (g) Failure to accurately report noncompliance.
- (h) Any other violation or group of violations that the Control Authority and/or POTW determines will adversely affect the operation or implementation of the local pretreatment program.

Slug load or Discharge. Any discharge at a flow rate or concentration which has a reasonable potential to cause interference or pass-through, or in any other way violates the POTW's regulations, local limits, or industrial user

permit conditions. This can include but is not limited to spills and other accidental discharges; discharges of a non-routine, episodic nature; a non-customary batch discharge; or any other discharges that can cause a violation of the prohibited discharge standards in subsection 8-2-54(a) of this section.

Standard industrial classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the executive office of the president, office of management and budget, 1987.

Standard manhole. Shall mean a sewer inspection entrance constructed according to city standards and having a minimum horizontal diameter of four (4) feet and located on the building sewer downstream from any pretreatment works.

Stormwater. Any flow occurring during or following any form of natural precipitation and resulting there from.

Suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

Trap means any facility designed, constructed and operated for the purpose of removing and retaining dangerous, deleterious or prohibited constituents from wastewater by differential gravity separation before discharge to the public sewer.

Twenty-five percent (25%) Rule shall mean the requirement for grease control devices to be maintained such that the combined FOG and solids accumulation does not exceed 25% of the design hydraulic depth in any location of the grease control device. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG discharged to the sewer system.

Upset. An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities lack of preventive maintenance, or careless or improper operation.

Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, mobile sources, treatment facilities and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater permit. As set forth in subsection 8-2-56(b) of this article.

Waters of the State. All streams, rivers, brooks, swamps, sounds, tidal estuaries, bays, creeks, lakes, waterways, reservoirs and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

This article is gender neutral and the masculine gender shall include the feminine and vice versa.

"**Shall**" is mandatory; "**may**" is permissive or discretionary.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

The following abbreviations shall have the designated meanings:

1. *BOD*. Biochemical oxygen demand.
2. *CFR*. Code of Federal Regulations.
3. *COD*. Chemical oxygen demand.
4. *EPA*. Environmental Protection Agency.
5. *gpd*. Gallons per day.
6. *l*. Liter.

7. *mg.* Milligrams.
 8. *mg/l.* Milligrams per liter.
 9. *NCGS.* North Carolina General Statutes.
 10. *NPDES.* National Pollution Discharge Elimination System.
 11. *O & M.* Operation and maintenance.
 12. *POTW.* Publicly owned treatment works.
 13. *SIC.* Standard industrial classification.
 14. *SWDA.* Solid Waste Disposal Act, 42 U.S.C. 6901, et seq.
 15. *USC.* United States Code.
 16. *TSS.* Total suspended solids.
 17. *TKN.* Total kjeldahl nitrogen.
- (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-54 REGULATIONS.

Sec. 8-2-54.1 *Prohibited discharge standards.*

- A. **General prohibitions.** No user shall contribute or cause to be contributed into the POTW, directly or indirectly, any pollutant or wastewater which causes interference or pass through. These general prohibitions apply to all users of a POTW whether or not the user is a significant industrial user or subject to any national, state, or local pretreatment standards or requirements.
- B. **Specific prohibitions.** No user shall contribute or cause to be contributed into the POTW the following pollutants, substances, or wastewater:
 1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Included in this prohibition are wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), using the test methods specified in 40 CFR 261.21. At no time, shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five (5) percent nor any single reading over 10 percent of the lower explosive limit (LEL) of the meter.
 2. Solid or viscous substances in amounts which will cause interference with the flow in a sewer but in no case solids greater than one-half (1/2) inch in any dimension.
 3. Any wastes or water containing mineral or, hydrocarbon, vegetable or animal fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit. Animal and vegetable fats above these units may be allowed following written application and approval by the director.
 4. Any wastewater having a pH less than 5.0 or more than 11.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.
 5. Any wastewater containing pollutants, including oxygen demanding pollutants, (BOD, etc.) in sufficient quantity, (flow or concentration) either singly or by interaction with other pollutants, to pass through or interfere with the POTW wastewater treatment system, any wastewater treatment or sludge process, or constitute a hazard to humans or animals.
 6. Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
 7. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal regulations or permits issued under section 405 of the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
 8. Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetables tanning solutions, which consequently imparts color to the treatment plants effluent thereby violating the POTW's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.

9. Any wastewater having a temperature greater than 150 degrees Fahrenheit (66 degrees Celsius), or which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with the temperature at the introduction into the POTW to exceed 104 degrees Fahrenheit (40 degrees Celsius).
10. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the POTW director in compliance with applicable state or federal regulations.
11. Any pollutants which result in the presence of toxic gases, vapors or fumes within the system in a quantity that may cause worker health and safety problems.
12. Any trucked or hauled pollutants, except at discharge points designated by the POTW director in accordance with section 8-2-65 of this article.
13. Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater, unless specifically authorized by the POTW director.
14. Any industrial wastes containing floatable fats, waxes, grease or oils, or which become floatable at the wastewater temperature at the introduction to the treatment plant during the winter season, but in no case, industrial wastewater containing more than 100 mg/l of emulsified oil or grease unless authorized by the POTW Director.
15. Petroleum oil, non-biodegradable cutting oils, commonly called soluble oils, which form a persistent water emulsion, and non-biodegradable complex carbon compounds in amounts that will cause interference or pass through.
16. Any sludges, screenings or other residues from the pretreatment of industrial wastes.
17. Any medical wastes, except as specifically authorized by the POTW director in an industrial wastewater discharge permit.
18. Any material containing ammonia, ammonium salts, or other chelating agents which will produce metallic complexes that interfere with the municipal wastewater system.
19. Any material identified as hazardous waste according to 40 CFR Part 261 except as may be specifically authorized by the POTW director.
20. Any wastewater causing the treatment plant effluent to violate state water quality standards for toxic substances as described in 15A NCAC 2B.0200.
21. Recognizable portions of the human or animal anatomy.
22. Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the municipal wastewater system.

Pollutants, substances, wastewater, or other wastes prohibited by this section shall not be processed or stored in such a manner that these wastes could be discharged to the municipal wastewater system. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connection with the system.

When the POTW director determines that a user(s) is contributing to the POTW, any of the above enumerated substances in such amounts which may cause or contribute to interference of POTW operation or pass through, the director shall:

- (1) Advise the user(s) of the potential impact of the contribution on the POTW in accordance with subsections 8-2-54.1 and 8-2-54.2;
- (2) Take appropriate actions in accordance with section 8-2-60 for such user to protect the POTW from interference or pass through.

Sec. 8-2-54.2 *Polluted water control.*

All polluted water from homes, commercial establishments and manufacturing plants, whether such water is obtained from the city or not, when polluted by its use, shall be forced into the city's sanitary sewer system provided such wastes meet the requirements of this chapter.

Sec. 8-2-54.3 *Use of public sewers required.*

- (1) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.
- (2) It shall be unlawful to discharge to any natural outlet within the city or in any area under its jurisdiction, any sewage or other polluting materials, except where suitable treatment has been provided in accordance with applicable local, state and federal laws, ordinances and policies. In the event such polluting material is discharged, whether accidental or otherwise, it shall be the responsibility of the person causing the discharge. Where an objectionable or offending condition shall exist, as determined by the director, the person causing the discharge will immediately take corrective measures to remove or otherwise eliminate the offending condition in a manner approved by the director. In any unusual circumstances where an imminent threat to the health and safety of the public may deem to exist, or where corrective measures are not taken promptly by the person causing the offending condition, the director may then take such steps as he determines necessary to remove the polluting materials and eliminate the offending condition with such costs to be borne by the person causing such condition.

Sec. 8-2-54.4 *National Categorical Pretreatment Standards.*

1. Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471 and incorporated herein.
 - A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the POTW director may impose equivalent concentration or mass limits in accordance with CFR 403.6(c).
 - B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the POTW director shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).
 - C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
 - D. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
 - E. A user may request a removal credit adjustment to a categorical standard in accordance with 40 CFR 403.7

Sec. 8-2-54.5 Local limits.

To implement the general and specific discharge prohibitions listed in this article, industrial user-specific local limits will be developed ensuring that the POTW's maximum allowable headworks loading is not exceeded for particular pollutants of concern for each industrial user. Where specific local limits are not contained for a given parameter or pollutant in an industrial user permit, the following limits will apply to all users:

TABLE INSET:

Parameter	Daily Limit (mg/l)	Monthly Average (mg/l)
BOD	1,000	500
TSS	600	300
Ammonia	20	15
Cadmium	0.10	0.05
Chromium	0.10	0.05
Copper	0.10	0.05
Cyanide	0.01	0.01
Lead	0.10	0.05
Nickel	0.10	0.05
Silver	0.10	0.05
Zinc	0.20	0.10
Oil and grease	100	50
pH range: Between 5.0 and 11.0 (standard units)		

Industrial user-specific local limits for appropriate pollutants of concern shall be included in wastewater permits and are considered pretreatment standards.

Sec. 8-2-54.6 State requirements.

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this article.

Sec. 8-2-54.7 Right of revision.

The city reserves the right to establish limitations and requirements which are more stringent than those required by either state or federal regulations if deemed necessary to comply with the objectives presented in section 8-2-52 of this article or the general and specific prohibitions in section 8-2-54 of this article, as is allowed by 40 CFR 403.4.

Sec. 8-2-54.8 Dilution.

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, unless expressly authorized by an applicable pretreatment standard, or in any other pollutant-specific limitation developed by the city or state.

Sec. 8-2-54.9 *Pretreatment of Wastewater.*

1. Pretreatment Facilities.

Users shall provide necessary wastewater treatment as required to comply with this article and wastewater permits issued under subsection 8-2-56.2 of this article and shall achieve compliance with all National categorical pretreatment standards, local limits, and the prohibitions set out in section 8-2-54.1 within the time limitations as specified by the EPA, the State, or the POTW director, whichever is more stringent. Any facilities required to pre-treat wastewater to a level acceptable to the city shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be acceptable to the POTW director before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this article. Any subsequent changes in the pretreatment facilities or method(s) of operation shall be reported to and be approved by the POTW director prior to the user's initiation of the changes.

2. Additional Pretreatment Measures

- a. Whenever deemed necessary, the POTW Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
- b. The POTW Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-controlled facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

Sec. 8-2-54.10 *Grease Control Devices shall be installed on the premises where FOG is used or Generated.*

1. All commercial kitchens in new or existing buildings, undergoing significant improvement, undergoing remodeling or change in operations shall have grease control devices (GCD) as required by the Uniform Plumbing Code. IF there is a size discrepancy in GCD installation (due to space limitations, etc) a mutual agreement between the Building Department and Industrial Pretreatment Department shall agree to compromise regarding size and fixtures to be discharged through the GCD.
2. All grease generating fixtures shall connect to a GCD, including but not limited to pre-rinse sinks, three compartment sinks, two compartment sinks, mop or janitor sinks, food preparation sinks, floor drains in dishwashing areas and kitchens, etc. All drainage fixtures in dishwashing room except for dishwashers shall connect to a GCD.
3. No high temperature kitchen equipment discharges shall be allowed to connect through any type of GCD. Discharge of wastewater from dishwashers, pasta cookers, other hot lines and non-grease generating fixtures to any GCD is prohibited unless authorized by the POTW Director.
4. FSEs shall have a sink or other area for cleaning floor mats, containers, exhaust hood filters and equipment, which is connected to a GCD. The sink or cleaning area shall be large enough to clean the largest mat or piece of equipment to be cleaned. Outside washing of floor mats, equipment grills, or other containers is prohibited; this may allow contaminated wastewater to flow to the storm drain system.
5. All in-ground GCDs greater than 750 gallons in capacity shall have a minimum of three manholes (refer to City of High Point Design Standards) to allow visibility over each inlet piping, baffle (divider) piping and outlet piping to ensure accessibility for inspection, cleaning

and removal of all contents. Two manholes may be allowed under certain conditions only granted by the City of High Point. Nothing shall be allowed to be stored on top of any GCD manholes.

6. In ground GCDs shall be installed in a suitable location that will allow access for inspection, cleaning, and maintenance. This includes drive-thru roads and parking stalls where inspection would be difficult or unsafe and impeded business operations.
7. Laterals installed between a FSE and GCD, also between the GCD and the City's main shall include installation of two way clean outs as required to allow access points for sewer line maintenance and inspection.

Sec. 8-2-54.11 Grease, Oil and Sand Traps required for Commercial and Industrial Establishments.

1. Grease, oil and sand traps shall be provided when, in the opinion of the City, they are necessary for the protection of sewerage system from liquid wastes containing petroleum based oils, fluids and greases in excessive amounts, or any flammable wastes, sand and other harmful pollutants not prohibited in section 8-2-54(a). Such traps shall not be required for buildings used solely for residential purposes. Such traps shall be required, for example, on discharges from all service stations, automotive repair garages, car washes, and other commercial or industrial establishments as the city may designate.
2. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
3. **Grease Control Device Maintenance Requirements**
 - A. Maintenance Requirements
 - a. All GCDs shall be kept in good repair, functioning properly and shall be maintained in continuous operation according to manufacturer's guidelines and the City of High Point's requirements.
 - b. GCDs shall be maintained by the owner at the owner's expense.
 - c. Sewer lines to and from GCDs shall be kept in good repair and clear of any buildup of FOG that could potentially contribute to backups and/or SSOs.
 - d. All FOG discharged during GCD or sewer line cleaning and maintenance shall be captured. Any FSE that has their kitchen grease waste lines, exit lines from a GCD and/or laterals cleaned by jetting or hydro flushing shall have the contractor capture the contents removed from the line to prevent SSOs depending on the main size the lateral feeds into. All contents removed from sewer lines shall be contained and disposed properly by a licensed contractor.
 - e. No additives may be introduced to GCDs or a FSE's wastewater system for the purpose of emulsifying FOG. Additives, such as solvents or enzymes that dissolve or mobilize FOG are prohibited.
4. **GCD Maintenance Frequency**
 - A. The maintenance frequency shall be set so as to ensure the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG and minimize the passage of FOG to the sanitary sewer collection system. The maintenance frequency for all FSEs with a GCD shall be determined by one of the following methods:
 - i. GCDs shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total design hydraulic depth in any location of the GCD. The 25% Rule shall apply to all GCDs.

- ii. The entire contents of all grease interceptors (gravity grease interceptors) and GCDs greater than 100 gallons shall be removed every three months or more frequently as to prevent FOG from entering the sanitary sewer.
 - iii. The entire contents of all grease traps (hydro mechanical grease interceptors and automatically or mechanically cleaning GCDs) shall be removed every month or more frequently as to prevent FOG from entering the sanitary sewer.
- B. The city may modify the maintenance frequency at any time to reflect changes in actual operating conditions. Based on the actual generation of FOG from the FSE, the maintenance frequency may increase or decrease.
 - C. If the GCD, at any time, contains FOG and solids accumulation that does not meet the requirements in section (g)(1)(i) above, the FSE shall have the GCD serviced immediately such that all FOG, solids, and other materials are completely removed from the GCD.
 - D. Waste haulers servicing GCDs shall not reinsert or discharge into GCD, manhole, cleanout, or other sanitary sewer appurtenance any materials that the waste hauler has removed from the GCD or to cause those materials to be so handled.

5. Requirements for Record Keeping

- A. GCD & Plumbing record keeping
 - i. The FSE shall retain all manifests, receipts and invoices of all cleaning, maintenance, grease removal of/from the GCD, disposal carrier and disposal site location for at least three years. Such records, which include at a minimum of the following, shall be made immediately available for inspection and copying to the inspector or City representative upon request:
 - ii. A logbook of grease interceptor, grease trap or grease control device cleaning and maintenance practices.
 - iii. Copies of records of waste hauling GCD contents. The grease haulers shall leave, at the facility site, a manifest with the following information:
 - Name of site pumped
 - Street address
 - City Name
 - Date and Time Pumped
 - Volume collected
 - Hauler name
 - Truck #
 - Observed GCD structural problems
 - Final destination of material collected
 - iv. Records of sampling data and sludge height monitoring for FOG and solids accumulation in the GCDs
 - v. Records of any SSOs, backups, spills and/or cleaning of the lateral sewer system
 - vi. A record of Best management Practices being implemented including employee training
 - vii. Any other information deemed appropriate by the city to ensure and document compliance with this Article.

6. Tallow Bins

1. Segregation and collection of waste cooking oil

- 1. No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, by discharge into any public or private sanitary sewer, by discharge into any storm drainage system, or by discharge to any land, street, public way, river, stream or other waterway.

All waste cooling oils shall be collected and stored properly in tallow receptacles such as barrels or drums or bins for recycling or other acceptable methods of disposal.

- a. Segregated waste grease and oil bins (tallow bins) shall be in place at the location of any FSE that creates grease or oil from the use of fryers, automatically or mechanically cleaning GCDs which need FSE staff maintenance, rotisserie drip lines not connected to a GCD or any other type of grease and oil waste created by cooking or cleaning of equipment. FSE staff, not limited to kitchen staff, shall properly dispose of grease or oils from cooking equipment into an oil/grease receptacle such as a tallow bin, barrel or drum. Appropriate measures shall be taken to eliminate spills. An absorption rag, towel, or material shall be immediately available each time the waste oil/grease is emptied to the tallow bin or segregated receptacle and used to clean up spills. The transporting of waste oil/grease shall be conducted with a covered and sealed container.
- b. Tallow bins or used waste oil and grease container areas shall be kept clean. Containers shall be covered with lids and free from excessive fats, oil and grease and debris to prevent foul-smelling odors and vector attraction. Housekeeping procedures shall be put in place and signs posted.
- c. Tallow bins shall be located in areas that reduce the risk of spills or discharges to the storm drain system. Where relocation is not possible, spill prevention should be implemented to prevent such discharges.

7. Tallow Haulers

Tallow haulers servicing FSEs shall clean up all spills created during the collection and transporting of grease whether it is on the containers, bins, barrels or the ground.

8. Tallow Bin Record Keeping

The FSE shall keep all manifests, receipts and invoices of all oil/grease removal from the FSE, disposal carrier and disposal site location for no less than three years. The FSE shall, upon request, make the manifests, receipts and invoices available to any City representative or inspector. These records may include:

- A logbook of all segregated oil bins cleaning and maintenance practices
- A record of Best Management Practices being implemented including employee training.
- Copies of records and manifests of waste hauling activities.
- Records of any spills and/or cleaning.
- Any other information deemed appropriate by the City to ensure compliance with this Article.

9. Best Management Practices – FSEs

All FSEs shall implement Best Management Practices (BMPs). Emphasis shall be on minimizing the discharge of FOG to the sewer system and preventing non-stormwater discharges to the storm drain system. All FSEs shall be required, at a minimum, to provide staff training for the appropriate ordinance requirements and for the following kitchen BMPs:

- a. Install screens in all drains. The screens shall be installed to all sinks, drains, floor drains, floor sinks, dishwasher, etc. The screens shall be cleaned frequently by disposing waste to the trash or food scrap container if available. Regular inspections shall be conducted by lead Managers and/or Executive Chefs to ensure screens are functioning properly and are present. It is

recommended that the inspections be documented to confirm compliance and be available to the City representative or inspector upon request.

- b. Dispose of all food waste. Food waste shall not be disposed to sinks or drains. FSE staff shall dispose of all food waste directly into the trash, garbage, compost or food waste collection bins by scraping with scrapers, towels, paper towels and/or rubber spatulas prior to using water to rinse off plates, dishes, pots, pans, containers, etc. This practice helps remove FOG from entering the sanitary sewer system and GCDs. Properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
- c. Maintain kitchen exhaust hood and equipment. Filters and other exhaust hood equipment shall be cleaned as frequently as necessary to maintain good operating condition. The wastewater generated from cleaning the exhaust filter shall be disposed properly and shall be cleaned in sinks connected to a GCD to ensure to capture of FOG prior to entering the sanitary sewer.
- d. Post signs and posters for best management and waste minimization practices conspicuously in the food preparation and dishwashing areas at all times.
- e. Clean all kitchen equipment and other equipment in the sinks or drains that flow directly into a GCD. Never clean equipment in a sink not connected to a GCD.
- f. Dry methods shall be used to clean up oil and grease spills. Pick up liquids or grease with rags or absorbents such as raw dust or cat litter. Sweep up absorbent, seal in a plastic bag and dispose in the trash. Regularly use dry methods to clean under fryer baskets and other locations where grease may be spilled or dripped. Clean up all oil and grease spills prior to mopping. If possible, always discharge waste mop water to a drain that will flow to a GCD.
- g. Dry sweep pavement, such as walkways, dining areas and dumpster areas as frequently as possible.
- h. Never pour, sweep or direct wash wastewater into a Stormwater collection system, street or gutter. If any pavement cleaning requires water, sweep first; next use a mop without soap and bucket and dispose of wash wastewater in a sink that drains to a GCD.
- i. Never wash down dumpsters or tallow bins with a hose. If a dumpster or tallow bin must be cleaned, contact the dumpster or tallow bin vendor. Check dumpsters and tallow bins frequently for leaks. Notify the dumpster or tallow bin vendor to maintain and replace leaking dumpsters or tallow bins.

Sec. 8-2-54.12 Accidental discharge /Slug Control Plans

The POTW Director shall evaluate whether each Significant Industrial User needs a plan or other action to control and prevent slug discharges and accidental discharges as defined in Section 8-2-53(A). All SIUs must be evaluated within one year of being designated an SIU. The POTW Director may require any user to develop, submit for approval, and implement such a plan or other specific action. Alternatively, the POTW Director may develop such a plan for any user.

1. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non- customary batch discharge, or a slug load. Also see subsections 8-2-57.6 and 8-2-57.7.
2. An accidental discharge/slug control plan shall address, at a minimum, the following:
 - (a) Description of discharge practices, including non-routine batch discharges;
 - (b) Description of stored chemicals;
 - (c) Procedures for immediately notifying the POTW director of any accidental or slug discharge, as required by subsection 8-2-57.7 of this article; and
 - (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading

operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

- (e) Flow and loading equalization. In order to promote the equalization of flows and any constituent loadings, including but not limited to BOD and TSS on the sewer system, each person whose operations produce wastewaters having widely fluctuating flows or constituents is required to install and maintain at his own expense, a suitable storage or holding tank. The holding tank shall have a minimum capacity of 75 percent of the user's average daily flow, except that no tank shall be less than 1,000 gallons. Suitable air mixing will be required to keep solids in suspension and maintain aerobic conditions. Such holding or storage tank, air mixing system and any outlet device controlling the discharge of wastes to the sanitary sewer shall be approved by the director.
- (f) Monitoring facilities.
 - (1) To facilitate observations, flow measurements and sampling of liquid wastes discharged to the city's sanitary sewer, any person who discharges or proposes to discharge liquid wastes into the city's sanitary sewer shall construct a suitable monitoring facility, located on the building sewer and downstream from any pretreatment works, provided:
 - a. The BOD concentration exceeds 300 mg/l;
 - b. The TSS concentration exceeds 250 mg/l;
 - c. The average flow per work day exceeds 25,000 gallons; or
 - d. The manufacturing processes produce toxic or poisonous wastes such as but not limited to cyanides, heavy metals, insecticides, herbicides, etc.
 - (2) All industrial users that are subject to categorical pretreatment standards will also be required to provide and operate, at the user's own expense, monitoring facilities for flow measurement and any sampling required by the director or the categorical pretreatment standards. Plans for the location and construction of the monitoring facilities shall be approved by the director prior to commencing the installation. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-55 FEES

Sec. 8-2-55.1 *Purpose.*

It is the purpose of this chapter to provide for the recovery of costs from users of the city's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be as set forth in the city's schedule of charges and fees.

Sec. 8-2-55.2 *User charges.*

A user charge shall be levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the POTW.

- A. The user charge shall reflect at least the cost of debt service, operation and maintenance (including replacement) of the POTW.
- B. Each user shall pay its proportionate cost based on volume of flow.
- C. The city manager shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW and will make recommendations to the city council for adjustments in the schedule of charges and fees as necessary.
- D. Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.
- E. For the purpose of defraying a portion of the expense of maintaining and operating the public sewer system, there shall be a sewer service charge levied and collected monthly in respect to all property in which there is a sewer connection with the public sewer system. The rate for water and/or sewer service is set forth by a rate schedule adopted by city council. The occupants of the premises shall be liable for the payment thereof as in case of the water charge. Such charge shall be added to each water bill monthly and shall be payable at the time that the water bill is payable. The penalty for failure to pay such charge shall be the same as in case of failure to pay the water bill.
- F. Water used for watering lawns, manufacture of ice, mixing concrete and other uses in which no portion is returned to the sanitary sewer system may be metered separately. A sanitary sewer service charge will not be billed on water used in these types of operations provided meters are installed by the city at the expense of the owner to measure only the water not required to be returned to the sanitary sewer or the director of public services may determine actual quantity of water used for bulk uses and cost of labor and materials for billing purposes.
- G. Where a well is used by any person and water from such well is put into the sanitary sewer system of the city, then such person shall install, at his own expense, the necessary meter or meters, obtained from the city, to register the amount of water used from such well which goes into the sanitary sewer system and the sewer service charge thereon shall be the same as the herein above given. This installation will be required if it is determined by the director of public services to be in the best interest of the city.
- H. In cases where the city determines not to require the installation of a meter, a flat rate shall be applied, as outlined in a rate schedule adopted by city council. These rates may apply where the water consumption of the residence or other approved user is generally no more than that of a one-family residence. The director of public services shall determine whether the customer will be on the minimum or higher flat rate or whether a meter is to be installed to determine the sewer service charge and he shall set the amount of the charge based on estimated consumption. Metering may be required where water is used for industrial purposes or where monthly or yearly discharge of waste water to the sanitary sewer system fluctuates over a wide range. A flat rate shall not be used where the water supply is from a state approved public water supply.

Sec. 8-2-55.3 *Surcharges.*

All industrial users of the POTW are subject to industrial waste surcharges on discharges which exceed the following levels:

BOD = 300 mg/l

TSS = 250 mg/l

The amount of surcharge will be based upon the mass emission rate (in pounds per day) discharged above the levels listed above. The amount charged per pound of excess will be set forth in the schedule of charges and fees.

- (1) In order that all sewer users bear their equitable share of costs for the collection and treatment of sewage, a monthly surcharge shall be imposed where the concentration of BOD or TSS exceeds the limits as hereinbefore prescribed. The amount of the monthly surcharge will be determined by calculating the excess BOD and TSS concentration above the permissible limits of 300 mg/l BOD, and 250 mg/l TSS, according to the following formulate:
 - a. The number of hundreds of pounds of constituent (BOD or TSS) subject to the surcharge will be determined by:

TABLE INSET:

$$P = \frac{U \times C \times 0.006238}{100}$$

where:

P = pounds of constituent (BOD or TSS) in hundreds

U = units of wastewater discharged (1 unit = 100 cu. ft.)

C = strength of constituent in wastewater in mg/l in excess of 300 for BOD, or 250 for TSS

0.006238 = weight of wastewater (million pounds per unit)

- b. The amount of the surcharge will be calculated by:

$$S = (R1 \times P1) + (R2 \times P2)$$

where:

S = total surcharge

R1 = surcharge rate per CWT BOD

R2 = surcharge rate per CWT TSS

P1 = pounds of BOD in hundreds

P2 = pounds of TSS in hundreds

R1 and R2 are determined by a system of user charges and are set forth in a rate schedule adopted by city council.

- (2) The city council, in a meeting with the city manager and the director, will annually review the actual cost of operation and maintenance of the pollution control plants and adjust the surcharge rate to reflect the true cost of constituent treatment.
- (3) The volume of flow used in calculating the amount of surcharge will be based upon the metered water consumption as shown in the records of meter readings maintained by the city. Where satisfactory evidence can be produced that more than 10 percent of the total annual volume of water consumed does not return to the public sewer, such water may be metered separately, subject to the approval of the director, and excluded from the surcharge computation.

Sec. 8-2-55.4 *Pretreatment program administration charges.*

The schedule of charges and fees adopted by the city may include charges and fees for:

- A. Reimbursement of costs of setting up and operating the pretreatment program;
- B. Monitoring, inspections and surveillance procedures;
- C. Reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
- D. Permitting;
- E. Other fees as the city may deem necessary to carry out the requirements of the pretreatment program.

Sec. 8-2-55.5 *Sampling and testing procedures.*

- A. Each person discharging liquid wastes into the public sewer shall be subject to periodic inspections to determine the character and concentration of such wastes. The frequency of sampling shall be as determined by the director. Sampling and inspections will be both scheduled and unscheduled.
- B. Samples from monitoring facilities may be grab and/or composite according to flow. All other sampling will be conducted in a manner prescribed by the director.
- C. Each person subject to sampling and analytical services will be charged the cost of such services. All costs incident to the supervision, inspection, sampling and analyses will be billed to the user in accordance with a fee schedule adopted by city council. The city council, in a meeting with the city manager and the director, will annually review the actual cost of supervision, inspection, sampling and analyses required for monitoring industrial discharges and adjust fees to reflect the true cost of the pretreatment program. Any analyses performed by contract laboratory services on behalf of the City will be billed directly to the user by the contract laboratory.
- D. The city, upon request by the industry concerned, shall make available a split sample collected. If the industry feels the results are not representative of their wastes, the city will resample at a cost in accordance with the fee schedule referred to in subsection 8-2-55.2(C). The values determined from any re-sampling shall be used for future billings (or until the results of the next sampling are made) but will not be retroactive for any prior billing. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-56 ADMINISTRATION

Sec. 8-2-56.1 *Wastewater dischargers.*

It shall be unlawful for any person to connect or discharge to the POTW without first obtaining the permission of the city. When requested by the POTW director a user must submit information on the nature and characteristics of its wastewater within 30 days of the request. The POTW director is authorized to prepare a form for this purpose and may periodically require users to update this information.

Sec. 8-2-56.2 *Wastewater permits.*

All significant industrial users shall obtain a significant industrial user permit prior to the commencement of discharge to the POTW. Existing industrial users who are determined by the POTW director to be significant industrial users shall obtain a significant industrial user permit within 180 days of receiving notification of the POTW director's determination. Industrial users who do not fit the significant industrial user criteria may at the discretion of the POTW director be required to obtain a wastewater contribution permit for non-significant industrial users.

- A. ***Significant industrial user determination.*** All persons proposing to discharge nondomestic wastewater, or proposing to change the volume or characteristics of an existing discharge of nondomestic wastewater shall request from the POTW director a significant industrial user determination. If the POTW director determines or suspects that the proposed discharge fits the significant industrial user criteria he will require that a significant industrial user permit application be filed.

B. *Significant industrial user permit application.* Users required to obtain a significant industrial user permit shall complete and file with the city, an application in the form prescribed by the POTW Director, and accompanied by an application fee in the amount prescribed in the schedule of charges and fees. Significant industrial users shall apply for a significant industrial user permit within 90 days after notification of the POTW director's determination in subsection 8-2-56(b) above. The application shall include at a minimum:

- a. name of industrial user;
- b. address of industrial user;
- c. standard industrial classification (SIC) code(s) or expected classification and industrial user category;
- d. wastewater flow;
- e. types and concentrations (or mass) of pollutants contained in the discharge;
- f. major products manufactured or services supplied;
- g. description of existing on-site pretreatment facilities and practices;
- h. locations of discharge points;
- i. raw materials used or stored at the site;
- j. flow diagram or sewer map for the industrial user;
- k. number of employees;
- l. operation and production schedules; and
- m. description of current and projected waste reduction activities in accordance with G.S. 143-215.1 (g);

C. *Application signatories and certification.* All wastewater discharge permit applications and user reports must be signed by the current authorized representative of the user on file with the POTW director as defined in subsection 8-2-53.1 and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

D. *Application review and evaluation.*

- a. The POTW director is authorized to accept applications for the city and shall refer all applications to the POTW staff for review and evaluation.
- b. Within 30 days of receipt the POTW director shall acknowledge and accept the complete application or if not complete shall return the application to the applicant with a statement of what additional information is required.

E. *Tentative determination and draft permit.*

- a. The POTW staff shall conduct a review of the application and on on-site inspection of the significant industrial user, including any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the significant industrial user permit.
- b. If the staff's tentative determination in paragraph (5)(a) above is to issue the permit, the following additional determinations shall be made in writing:
 - 1. Proposed discharge limitations for those pollutants proposed to be limited;
 - 2. A proposed schedule of compliance, including interim dates and requirements, for meeting the proposed limitations; and
 - 3. A brief description of any other proposed special conditions which will have significant impact upon the discharge described in the application.
- c. The staff shall organize the determinations made pursuant to paragraphs (5)(a) and (b) above and the city's general permit conditions into a significant industrial user permit.

- F. **Permit Supporting documentation.** The Control Authority staff shall prepare the following documents for all significant Industrial User Permits:
1. An allocation table (AT) listing permit information for all Significant Industrial Users, including but not limited to permit limits, permit effective and expiration dates, and a comparison of total permitted flows and loads with Division approved maximum allowable loadings of the POTW, including flow, on forms or in a format approved by the Division. The AT shall be updated as permits are issued or renewed, and as permits are modified where the permitted limits or other AT information is revised.
 2. The basis, or rationale, for the pretreatment limitations, including the following:
 - a. Documentation of categorical determination, including documentation of any calculations used in applying categorical pretreatment standards; and
 - b. Documentation of the rationale of any parameters for which monitoring has been waived under 40 CFR Part 403.12(e)(2).
- G. **Final action on significant industrial user permit applications.**
- a. The POTW director shall take final action on all applications not later than 90 days following receipt of a complete application.
 - b. The director is authorized to:
 1. Issue a significant industrial user permit containing such conditions as are necessary to effectuate the purposes of this article and N.C.G.S. 143-215.1;
 2. Issue a significant industrial user permit containing time schedules for achieving compliance with applicable pretreatment standards and requirements;
 3. Modify any permit upon not less than 60 days' notice and pursuant to subsection 8-2-56(I) of this article;
 4. Revoke any permit pursuant to subsection 8-2-60.1 of this article;
 5. Suspend a permit pursuant to subsection 8-2-60.1 of this article;
 6. Deny a permit application when in the opinion of POTW director such discharge may cause or contribute to pass through or an upset of the wastewater treatment plant or where necessary to effectuate the purposes of G.S. 143-215.1.
- H. **Permit modification.**
- A. Modifications of permits shall be subject to the same procedural requirements as the issuance of permits except as listed below. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
 1. Changes in the ownership of the discharge when no other change in the permit is indicated;
 2. A single modification of any compliance schedule not in excess of four (4) months;
 3. Modification of compliance schedules (construction schedules) in permits for new sources where the new source will not begin to discharge until control facilities are operational.
 4. Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the wastewater contribution permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a wastewater contribution permit as required by subsection 8-2-56.2(B) the user shall apply for a wastewater contribution permit within 180 days after the promulgation of the applicable National Categorical Pretreatment Standard.
 5. A request for a modification by the permittee shall constitute a waiver of the 60-day notice required by G.S. 143-215.1(b) for modifications.

I. *Permit conditions.*

- A. The POTW director shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this article and N.C.G.S. 143-215.1. Wastewater permits shall contain, but are not limited to, the following:
 1. A statement of duration (in no case more than five (5) years);
 2. A statement of non-transferability;
 3. Applicable effluent limits based on categorical standards or local limits or both;
 4. Applicable monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state and local law;
 5. Requirements for notifying the POTW in the event of an accidental discharge or slug load as defined in subsection 8-2-53(A);
 6. Requirements to implement a Plan or other controls for prevention of accidental discharges and/or slug loads as defined in subsection 8-2-53(A), if determined by the POTW Director to be necessary for the user;
 7. Requirements for immediately notifying the POTW of any changes at its facility affecting the potential for spills and other accidental discharges, or slug load as defined in subsection 8-2-53(A). Also see subsections 8-2-57.4 and 8-2-54.5; and
 8. A statement of applicable civil and/or criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule.
- B. In addition, permits may contain, but are not limited to, the following:
 1. Limits on the average and/or maximum rate of discharge, and/or requirements for flow regulation and equalization.
 2. Limits on the instantaneous, daily and/or monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.
 3. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the municipal wastewater system.
 5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the system.
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment.
 7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
 8. Requirements for immediate reporting of any instance of noncompliance and for automatic re-sampling and reporting within 30 days where self-monitoring indicates a violation(s).
 9. Compliance schedules for meeting pretreatment standards and requirements.

10. Requirements for submission of periodic self-monitoring or special notification reports.
11. Requirements for maintaining and retaining plans records relating to wastewater discharges as specified in subsection 8-2-57.13 and affording the POTW director, or his representatives, access thereto.
12. Requirements for prior notification and approval by the POTW director of any new introduction of wastewater pollutants or of any significant change in the volume or character of the wastewater prior to introduction in the system.
13. Requirements for the prior notification and approval by the POTW director of any change in the manufacturing and/or pretreatment process used by the permittee.
14. A statement that compliance with permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the terms of the permit.
15. Other conditions as deemed appropriate by the director to ensure compliance with this article, and state and federal laws, rules, regulations, and the term of the permit.

J. ***Permit duration.***

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date.

K. ***Permit transfer.***

Industrial wastewater discharge permits are issued to a specific user for a specific operation. An industrial wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

L. ***Permit reissuance.***

A significant industrial user shall apply for permit reissuance by submitting a complete permit application in accordance with subsection 8-2-56.2 minimum of 180 days prior to the expiration of the existing permit. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-57 REPORTING REQUIREMENTS.

Sec. 8-2-57.1 *Baseline monitoring reports.*

- A. Within either 180 days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the POTW director a report which contains the information listed in paragraph (B) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below:
 1. ***Identifying information.*** The name and address of the facility, including the name of the operator and owner.
 2. ***Environmental permits.*** A list of any environmental control permits held by or for the facility.
 3. ***Description of operations.*** A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 4. ***Flow measurement.*** Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).

5. *Measurement of pollutants.*

- a. The categorical pretreatment standards applicable to each regulated process.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the POTW director of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average concentrations, shall be representative of daily operations and shall be analyzed in accordance with procedures set out in subsection 8-2-57.10 of this article and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4). Standard Pretreatment
- c. When determining mass calculations, standard pretreatment conversion factors shall be used.
- d. Sampling must be performed in accordance with procedures set out in subsection 8-2-57.11 of this article and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4).

6. *Certification.*

A statement, reviewed by the user's current authorized representative as defined in subsection 8-2-53(A)(1) and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

7. *Compliance schedule.*

If additional pretreatment and/or O & M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O & M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in subsection 8-2-57.2 of this article.

8. *Signature and certification.*

All baseline monitoring reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.

Sec. 8-2-57.2 Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required by subsection 8-2-57.1(B)(7). of this article:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. These events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation;
- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to the POTW director no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to the POTW director.

Sec. 8-2-57.3 Reports on compliance with categorical pretreatment standard, deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the POTW director a report containing the information described in subsection 8-2-57.1(B)(4) through (6) of this article. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measures of

operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.

Sec. 8-2-57.4 *Periodic compliance reports.*

- A. All significant industrial users shall, at a frequency determined by the POTW director, but in no case less than once every six (6) months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the applicable flows for the reporting period. Sampling and analysis must be performed in accordance with procedures set out in subsections 8-2-57.10 and 8-2-57.11 of this section. All periodic compliance reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user claim that sample results are unrepresentative of its discharge.
- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the POTW director, using the procedures prescribed in subsections 8-2-57.10 and 8-2-57.11 of this article, the results of this monitoring shall be included in the report.

8-2-57.5 *Reports of changed conditions.*

Each user must notify the POTW director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 90 days before the change. The permittee shall not begin the changes until receiving written approval from the City. See subsection 8-2-57. for other reporting requirements.

- A. The POTW director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under subsection 8-2-56.2 of this article.
- B. The POTW director may issue a wastewater discharge permit under subsection 8-2-56.2 of this article or modify an existing wastewater discharge permit under subsection 8-2-56.2 of this article in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow or pollutant increases of 20 percent (20%) or greater, and the discharge of any previously unreported pollutants; increases or decreases to production; increases in discharge of previously reported pollutants; discharge of pollutants not previously reported to the City; new or changed product lines; new or changed manufacturing processes and/or chemicals; or new or changed customers.

8-2-57.6 *Reports of potential problems.*

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, or a slug load as defined in section 8-2-53(A), that may cause potential problems for the POTW, the user shall immediately telephone and notify the POTW director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by the POTW director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (A), above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

- D. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load as defined in subsection 8-2-53(A).

Sec. 8-2-57.7 Reports from unpermitted users.

All users classified as Non-Significant Categorical Industrial Users under Section 8-2-53(A) shall provide appropriate reports to the POTW Director as the POTW Director may require. At a minimum, this shall include the Annual Certification of continuing to meet the Non-Significant Categorical Industrial User criteria as required under 40 CFR 403.12(q).

Sec. 8-2-57.8 Notice of violation; Repeat sampling and reporting.

- A. If sampling performed by a user indicates a violation, the user must notify the POTW director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW director within 30 days after becoming aware of the violation. The user is not required to resample if the POTW director monitors at the user's facility at least once a month, or if the POTW director samples between the user's initial sampling and when the user receives the results of this sampling.
- B. If the POTW Director or designee has performed the sampling and analysis in lieu of the industrial user and the POTW sampling of the user indicates a violation, the POTW Director (or designee) shall repeat the sampling and obtain the results of the repeat analysis within 30 days after becoming aware of the violations, unless one (1) of the following occurs:
 1. The POTW Director monitors at the user's facility at least once a month; or
 2. The POTW Director samples the user between their initial sampling and when the POTW receives the results of this initial sampling; or
 3. The POTW Director requires the user to perform sampling and submit the results to the POTW Director within the 30-day deadline of the POTW becoming aware of the violation.

Sec. 8-2-57.9 Notification of the discharge of hazardous waste.

- A. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharge during the calendar month, and an estimation of the mass and concentration of such constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than 180 days after the discharge commences. The user shall not begin the discharge until receiving written approval from the City. Any notification under this paragraph need be submitted only once for each hazardous waste discharge. However, notifications of changed conditions must be submitted under subsection 8-2-57.5 of this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of subsections 8-2-57.1, 8-2-57.3, and 8-2-57.4 of this article.
- B. Discharges are exempt from the requirements of paragraph (A) above, during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specific in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

- C. In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the POTW director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
- D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

Sec. 8-2-57.10 Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed by a laboratory certified by the State to perform the wastewater analyses in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard or unless otherwise performed in accordance with procedures approved by EPA or the City. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved EPA and the City. Analyses must be performed by a State certified lab for each parameter analyzed, if such certification exists for that parameter.

Sec. 8-2-57.11 Sample collection.

- A. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- B. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, volatile organic compounds, and any other pollutants as required by 40 CFR 136. The POTW shall determine the number of grabs necessary to be representative of the user's discharge. See 40 CFR 403.12(g)(5) for additional grab sample number requirements for BMR and 90-day compliance reports. Additionally, the [POTW director] may allow collection of multiple grabs during a 24-hour period which are composited prior to analysis as allowed under 40 CFR 136.
- C. Composite samples: All wastewater composite samples shall be collected with a minimum of hourly aliquots or grabs for each hour that there is a discharge. All wastewater composite samples shall be collected using flow proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the [POTW Director]. When authorizing time-proportional composites or grabs, the samples must be representative and the decision to allow the alternative sampling must be documented.

Sec. 8-2-57.12 Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States postal service, the date of receipt of the report shall govern.

Sec. 8-2-57.13 Record keeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the date analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the POTW director.

Sec. 8-2-57.14 *Electronic reporting.*

The [POTW Director] may develop procedures for receipt of electronic reports for any reporting requirements of this section. Such procedures shall comply with 40 CFR Part 3. These procedures shall be enforceable under section 8-2-60 of this article. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-58 COMPLIANCE MONITORING.**Sec. 8-2-58.1 *Monitoring facilities.***

The city requires the user to provide and operate at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications.

Construction shall be completed within 90 days following written notification by the city.

Sec. 8-2-58.2 *Inspection and sampling.*

The city will inspect the facilities of any user to ascertain whether the purpose of this article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The city, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the city, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of the City's, approval authority's or EPA's access to the user's premises shall be a violation of this article. Unreasonable delays may constitute denial of access.

Sec 8-2-58.3 *Search warrants.*

If the City, approval authority, or EPA has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City, approval authority, or EPA may seek issuance of a search warrant from the 18th Judicial District of Guilford County.

(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-59 CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the POTW director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this article, the National Pollutant Discharge Elimination System (NPDES) permit, non-discharge permit and/or the pretreatment programs, provided however, that such portions of a

report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

All records relating to compliance with pretreatment standards shall be made available to officials of the approval authority and EPA upon request.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-60 ENFORCEMENT

Sec. 8-2-60.1 *Administrative remedies.*

A. *Notification of violation.*

Whenever the POTW director finds that any industrial user has violated or is violating this article, wastewater permit, or any prohibition, limitation or requirements contained therein or any other pretreatment requirement the POTW director may serve upon such a person a written notice stating the nature of the violation. Within 30 days from the date of this notice, an explanation for the violation and a plan for the satisfactory correction thereof shall be submitted to the city by the user. Submission of this plan does not relieve the discharge of liability for any violations occurring before or after receipt of the notice of violation. Violations will be administered according to the enforcement response plan (ERP).

B. *Consent orders.*

The POTW director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as an administrative order issued pursuant to section 8-2-60.1(D) below.

C. *Show cause hearing.*

The POTW Director may order any industrial user who causes or is responsible for an unauthorized discharge, has violated this article or is in noncompliance with a wastewater contributor permit to show cause why a proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least 10 days before the hearing. Service may be made on any agent or officer of a corporation.

The POTW director shall review the evidence presented at the hearing and determine whether the proposed enforcement action is appropriate. A show cause hearing under this section is not a prerequisite to the assessment of a civil penalty under subsection 8-2-60 nor is any action or inaction taken by the POTW director under this section subject to an administrative appeal under subsection 8-2-56.2 POTW director's final decision shall be to either proceed with the proposed enforcement action or to modify the action. Such modification may include but is not limited to the issuance of an order to the industrial user directing that, following a specified time period, the sewer service be discontinued unless facilities, devices or other related appurtenance shall have been installed and are properly operated. Further orders and directives as are necessary and appropriate may be issued.

D. *Administrative orders.*

When the POTW director finds that an industrial user has violated or continues to violate this article, permits or orders issued hereunder, or any other pretreatment requirement the POTW director may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

1. Immediately comply with all requirements;
2. Comply in accordance with a compliance time schedule set in the order;
3. Take appropriate remedial or preventive action in the event of a continuing or threatened violation.

E. *Emergency suspensions.*

The POTW Director may suspend the wastewater treatment service and/or wastewater permit when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, interferes with the POTW or causes the POTW to violate any condition of its NPDES or non-discharge permit.

Any user notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate the contribution. A hearing will be held within 15 days of the notice of suspension to determine whether the suspension may be lifted or the user's waste discharge permit terminated. In the event of a failure to comply voluntarily with the suspended order, the POTW director shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The POTW director shall reinstate the wastewater permit and the wastewater treatment service upon proof of the elimination of the noncompliant discharge. The industrial user shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the POTW director prior to the date of the above-described hearing.

F. *Termination of permit or permission to discharge.*

The POTW Director may revoke a wastewater discharge permit or permission to discharge for good cause, including, but not limited to, the following reasons:

1. Failure to accurately report the wastewater constituents and characteristics of his discharge;
2. Failure to report significant changes in operations, or wastewater constituents and characteristics;
3. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
4. Violation of conditions of the permit or permission to discharge, conditions of this section, or any applicable state and federal regulations.

Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and will be offered an opportunity to show cause under subsection 8-2-57.1 of this article why the proposed action should not be taken.

Sec. 8-2-60.2 *Civil penalties.*

- A. Any user who is found to have failed to comply with any provision of this article, or the orders, rules, regulations and permits issued hereunder, may be assessed a civil penalty up to twenty-five thousand dollars (\$25,000) per day per violation. Such assessments may be added to the user's next scheduled sewer service charges and the POTW shall have such remedies for the collection of such assessments as it has for collection of other service charges (40 CFR 403.8(f), GS 143-215.6A(a)).
1. Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator only if:
 - a. For any class of violation, only if a civil penalty has been imposed against the violator within the five (5) years preceding the violation, or
 - b. In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this section, or the orders, rules, regulations and permits issued hereunder, only if the POTW director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five (5) years preceding the violation.
- B. In determining the amount of the civil penalty, the POTW director shall consider the following:
1. The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
 2. The duration and gravity of the violation;
 3. The effect on ground or surface water quantity or quality or on air quality;
 4. The cost of rectifying the damage;
 5. The amount of money saved by noncompliance;
 6. Whether the violation was committed willfully or intentionally;
 7. The prior record of the violator in complying or failing to comply with the pretreatment program;
 8. The costs of enforcement to the City.

- C. Appeals of civil penalties assessed in accordance with this section shall be as provided in subsection 8-2-70.

8-2-60.3 Other available remedies.

- A. Remedies, in addition to those previously mentioned in this article, are available to the POTW director/superintendent who may use any single one (1) or combination against a noncompliant user. Additional available remedies include, but are not limited to:
1. **Criminal violations.**
The district attorney for the (18th) judicial district may, at the request of the city, prosecute noncompliant users who violate the provisions of N.C.G.S. 143-215.6B. (Note: Under North Carolina law, it is a crime to negligently violate any term, condition, or requirement of a pretreatment permit, or negligently fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(f)), to knowingly and willfully violate any term, condition, or requirement of a pretreatment permit, or knowingly and willfully fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(g)), to knowingly violate any term, condition, or requirement of a pretreatment permit issued by local governments, or knowingly fail to apply for a pretreatment permit, knowing at the time that a person is placed in imminent danger of death or serious bodily injury, (G.S. 143-215.6B(h)), and to falsify information required under Article 21 of Chapter 143 of the General Statutes (G.S. 143-215.6B(i)).
 2. **Injunctive relief.**
Whenever an industrial user is in violation of the provisions of this article or an order or permit issued hereunder, the POTW director, through the city attorney, may petition the superior court of justice for the issuance of a restraining order or a preliminary and permanent injunction, which restrains or compels the activities in question.
 3. **Water supply severance.**
Whenever an industrial user is in violation of the provisions of this article or an order or permit issued hereunder, water service to the industrial user may be served and service will only recommence, at the user's expense, after it has satisfactorily demonstrated consistent compliance.
 4. **Public nuisances.**
Any violation of the prohibitions or effluent limitations of this article or of a permit or order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the POTW director. Any person(s) creating a public nuisance shall be subject to the provisions of subsections 8-2-54(a)(2)f. and 8-2-60(b) of the sewer use ordinance.

8-2-60.4 Remedies nonexclusive.

The remedies provided for in this article are not exclusive. The POTW director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the POTW director may take other action against any user when the circumstances warrant. Further, the POTW director is empowered to take more than one (1) enforcement action against any noncompliant user. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-61 ANNUAL PUBLICATION OF REPORTABLE NONCOMPLIANCE

At least annually, the POTW Director shall publish in the largest daily newspaper circulated in the service area, a list of those industrial users which are found to be in significant noncompliance, also referred to as reportable noncompliance in 15A NCAC 2H .0903(b)(10), with this article or any order or permit issued hereunder, during the 12-month period since the previous publication. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-62 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS.

Sec. 8-2-62.1 Upset.

- A. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (2), below, are met.
- B. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. An upset occurred and the user can identify the cause(s) of the upset;
 2. The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and
 3. The user has submitted the following information to the POTW director within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- C. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- D. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- E. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec. 8-2-62.2 Prohibited discharge standards defense.

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in subsection 8-2-54.1 of this article or the specific prohibitions in subsections 8-2-54.1(B)(2), (B)(5), (B)(7) through (11), (B)(13) through (22) of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially, in nature or constituents from the user's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Sec. 8-2-62.3 Bypass.

- A. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subparagraphs (B) and (D) of this section.
- B. If a user knows in advance of the need for a bypass, it shall submit prior notice to the POTW director, at least 10 days before the date of the bypass, if possible.
- C. A user shall submit oral notice to the POTW director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of this time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The POTW director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- D. Bypass is prohibited, and the POTW director may taken an enforcement action against a user for a bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 3. The user submitted notices as required under subparagraph (C) of this section.
- E. The POTW director may approve an anticipated bypass, after considering its adverse effects, if the POTW director determines that it will meet the three (3) conditions listed in subparagraph (D). of this section.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-63 SEVERABILITY.

If any provision, paragraph, word, or section of this article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, section, and chapters shall not be affected and shall continue in full force and effect. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-64 CONFLICT.

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this article are hereby repealed to the extent of such inconsistency or conflict.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-65 SEPTIC TANK WASTE.

No person shall discharge into the sanitary sewerage system any waste from any septic tank or other private sewage disposal device except under the following conditions:

- A. Only waste of domestic character (or other waste approved on special arrangement and in advance which in the opinion of the director of public services will not be detrimental to operation of the pollution control plants) will be allowed.
- B. All waste shall be discharged at either the eastside or westside pollution control plant at the discretion of the director of public services or his authorized representative and under the supervision of the operator on duty.
- C. Persons desiring to discharge waste in accordance with this section shall make application to and contract with the director of public services for such service, and obtain septage vouchers.
- D. Fee for septage vouchers shall be paid for in advance at the rate set forth in a rate schedule adopted by city council for each truckload of 1,000 gallons or fraction thereof.
- E. Prior to discharging any waste, the truck driver will complete the septage voucher, which shall be submitted to the operator on duty, setting forth the name of the individual, firm or corporation responsible for the waste, the name of the driver of the waste-carrying vehicle, the date and time of discharge, and the name, address and telephone number of the owner of each premises where the waste was collected.
- F. All waste-carrying vehicles shall have clear permanent markings showing the owner's name, address, Guilford County Health Department permit number and waste-carrying capacity in gallons.
- G. If at any time, in the opinion of the director of public services, the best interest of the city will be served by discontinuance of this service, then no more such wastes shall be accepted from any person, firm or corporation.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-66 SEWER CONNECTIONS—COMPULSORY RULES AND REGULATIONS FOR PERMANENT PAVEMENT OF STREET

All owners, whether in fee or as life tenants, of houses or lots abutting on a street where a public sewer is laid, or which otherwise have access to a public sewer, shall connect all water closets or privies on such property with the sewer system, under such rules and regulations as are prescribed by the city council, and in the event that an order has been made for the permanent paving of any street, the sewer department shall make a connection from the sewer line to the curb line in front of each lot. Such connection shall be 15 feet from the lower property line when practicable. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-67 SEWER CONNECTIONS—PROCEDURE FOR COMPELLING

Whenever any property in the city or within its service area shall be required by this article to be connected with the sewer system, the procedure for compelling the connection to be made shall be as follows: 30 days' notice printed or written requiring such connection shall be served by the director of public services of the city on the owner of the property if he is a resident of the city or on his agent if such owner is a nonresident, and where a nonresident has no agent in the city then such notice shall be published for 10 days in a newspaper published in the city.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-68 SEWER CONNECTIONS—REFUSAL TO MAKE

It shall be unlawful for any property owner whose property or premises shall be required by the ordinances of the city to be connected with the public sewerage system to refuse or neglect to make connection in the manner required.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-69 SEWER CONNECTIONS--FEES

- A. The charges for sewer connections shall be as prescribed in a rate schedule adopted by city council.
- B. Any person residing outside of the corporation limits of the city and seeking permission to tap on any sewer line located outside the city must first make written application to the city council and must furnish a set of approved plans, from which no additions or deletions shall be made without city approval, showing any information concerning the location, size, depth and length of main to be laid and any other information deemed necessary and requested by the public services department and must secure the approval of the public services department and of the city council before such connection is made.
- C. Any person who shall receive such permission to tap on to the city sewer system shall not permit any extension of such main to serve any other family, firm or corporation unit except by special permission of the city council.
- D. The city reserves the right to have any waste matter going into the city's sewer main or sewer system to be checked and examined to determine whether such material or waste matter is corrosive, volatile, suffocating, flammable or explosive and/or would result in damage or destruction of the city's sewer line or system and if found hazardous or damaging to the city system, the owner shall be required to remove such waste from the city system.
- E. Drawings and specifications for all laterals required for industrial or residential development must be submitted to and approved by the director of public services.
- F. Charges for sewer connections outside the corporate limits of the city shall be submitted as outlined in a rate schedule adopted by city council, plus an additional amount as set forth in a rate schedule adopted by the city council per front foot of lot tract based on division or use. If the tap on is made to an outfall line, the same charge based on frontage shall apply, except for residences on undivided farm land where a frontage of 100 feet will be assumed.
- G. Where such sewer lines are in a street right-of-way, the city shall extend the connection to the curb line; where such sewer lines are not in a street right-of-way, the city shall extend the connection at the most convenient point within the right-of-way of the sewer main or outfall.
- H. Any person, firm or corporation found to be illegally connected to the sanitary sewer system of the city shall be required to pay a penalty as set forth in a rate schedule adopted by city council plus the usual connection fee and service charges as determined by the public services department for the period of illegal use. After payment of the determined amount of money, the person, firm or corporation must submit an application, on forms supplied by the city; provided that sewer connection charges on lines installed under the agreement with Guilford County shall be the same rate for sewer connections inside the corporate limits.
- I. Any property owner desiring to connect to a sewer main laid under assessment shall, in addition to the regular tap-on fee, pay an amount equal to his prorated share of the assessment.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Section 8-2-70 HEARINGS

A. Initial Adjudicatory hearing.

An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, a permittee/user assessed a civil penalty under subsection 8-2-60.2, or one issued an administrative order under subsection 8-2-60.1(D) shall have the right to an adjudicatory hearing before a the POTW Director or other hearing officer appointed by the POTW Director upon making written demand, identifying the specific issues to be contested, to the POTW Director within 30 days following receipt of the significant industrial user permit, civil penalty assessment, or administrative order. Unless such written demand is made within the time specified herein, the action shall be final and binding and further appeal is barred. For modified permits, only those parts of the permit being modified may be adjudicated.

The hearing officer shall make a final decision on the contested permit, penalty, or order within 45 days of the receipt of the written demand for a hearing. The POTW director shall transmit a copy of the hearing officer's decision by registered or certified mail as described in paragraph (b) below. The decision is a final decision for the purposes of seeking judicial review. The terms and conditions of a permit under appeal shall be as follows:

1. **New permits.** Upon appeal, including judicial review in the General Courts of Justice, of the terms or conditions of a newly issued permit, the terms and conditions of the entire permit are stayed and the permit is not in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
2. **Renewed permits.** Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a renewed permit, the terms and conditions of the existing permit remain in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
3. **Terminated Permits.** Upon appeal, including judicial review in the General Courts of Justice, of a terminated permit, no permit is in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.

B. **Final appeal hearing.** Any decision of a hearing officer made as a result of an adjudicatory hearing held under paragraph (A) above may be appealed, to the City Council upon filing a written demand within 10 days of receipt of notice of the decision. Hearings held under this subdivision shall be conducted in accordance with city policies. Failure to make written demand within the time specified herein shall bar further appeal. The city council shall make a final decision on the appeal within 90 days of the date the appeal was filed and shall transmit a written copy of its decision by registered or certified mail as described in paragraph (C) below. The decision is a final decision for the purposes of seeking judicial review.

C. **Official record.** When a final decision is issued under paragraph (A) above, the Hearing Officer shall prepare an official record of the case that includes:

1. All notices, motions, and other like pleadings;
2. A copy of all documentary evidence introduced;
3. A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken.
4. A copy of the final decision of the Hearing officer

D. **Judicial Review.** Any person against whom a final order or decision of the Hearing Officer is entered, pursuant to the hearing conducted under paragraph (A) above, may seek judicial review of the order or decision by filing a written request for review by the Superior Court of Guilford County within 30 days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, along with a copy to the City. Within 30 days after receipt of the copy written request for the review by the Court, the Hearing Officer shall transmit to the reviewing court the original or a certified copy of the official record.

SEWER USE ORDINANCE REVISION SUMMARY

The State has mandated some required changes and some optional changes for the SUO. Many of the changes required adding a few words to the sentence or replacing an entire paragraph. The first major change was numbering of the sections. The current SUO is difficult to follow in terms of numbering. When it comes to enforcement of the SUO it is important that the sections and subsections are easily identifiable. The second major change was incorporating the FOG ordinance into the SUO instead of it being a stand-alone document.

❖ GENERAL PROVISIONS

Addition of the words “and wastewater discharges” and fixed typographical errors.

Changed “article” to “ordinance” and fixed grammatical and typographical errors.

Added “Publicly Owned Treatment Works”

Added “City of High Point” to designate what wastewater system, added “enforcement actions” to the list of what needs to be complied with if SIU is outside the City limits but discharges into the City’s wastewater system.

❖ DEFINITIONS AND ABBREVIATIONS

Fixed grammatical/typographical errors.

Deleted “director” because SUO already has definition for “POTW Director” listed. Also modified its definition to match the 2011 NC Rule .0903(b)(27) exactly (Optional change)

Added definitions:

Control Authority

Discharger

Effluent

Added definitions relevant to FOG related terms:

Fats, Oils and Grease (FOG)	Manifest
FOG Best Management Practices	Sanitary Sewer Overflow (SSO)
Food Service Establishment (FSE)	Trap
Grease	Twenty-five (25%) percent rule
Grease Control Device	
Grease Generating Activity	
Low Grease Generating Agreement	
Maintenance Log	

SEWER USE ORDINANCE REVISION SUMMARY

Included “collection system” to interference definition. **(This is a required change to match 2011 NC Rule 0903(b)(14).**

Changed definition of Non-discharge Permit to match the 2011 NC Rule .903(b)(21) directly

“Collection system” added to Pass through definition. (This is a required change) and added wording “or a downstream water quality standard even if not included in the permit” which was an optional change.

Added “metals” to pollutant definition. This was an optional change to match .903(b)(24) exactly.

Changed wording for Pretreatment definition to match the 2011 NC Rule .0903(b)(2) exactly.

Changed definition for Pretreatment Standard to match the 2011 NC Rule .0903 (b)(29) exactly.

Modified Significant Industrial User definition to match 2011 NC Rule .0903(b)(33) exactly.

Modified definition of Significant noncompliance : A through D are required changes; E through H are included to match Federal Regulations, which is optional.

Modified the definition of Waters of the State to match NC Rule .0903(b)(39) exactly.

❖ REGULATIONS – PROHIBITED DISCHARGE STANDARDS

Added word “Fahrenheit” under prohibited discharge standards relative to temperature of wastewater because it was missing.

Added the phrase “unless authorized by the POTW Director” to description of grease related discharges. This is an optional change.

Replaced the word “Wastes” with “Pollutants, substances, wastewater or other wastes” to match State ordinance wording.

❖ REGULATIONS – NATIONAL CATEGORICAL PRETREATMENT STANDARDS

Added “A User may request a removal credit adjustment to a categorical standard in accordance with 40 CFR 403.7” this was an optional change

❖ REGULATIONS - LOCAL LIMITS

Recommended omitting COD limit from Local limit list; this is neither an allocated pollutant when calculating headwords analysis nor a NPDES limited pollutant.

❖ REGULATIONS – PRETREATMENT

Added “Wastewater” to heading “Pretreatment” and other wording to match the NC ordinance

Added NEW FOG ordinance section

SEWER USE ORDINANCE REVISION SUMMARY

❖ ACCIDENTAL DISCHARGE/SLUG CONTROL PLANS

Changed definition, evaluation frequency, and related reporting requirements; this was an optional change.

❖ FEES – SAMPLING AND TESTING PROCEDURES

Added sentence: “Any analyses performed by contract laboratory services on behalf of the City will be billed directly to the user by the contract laboratory”

❖ ADMINISTRATION : WASTEWATER PERMITS – SIGNIFICANT INDUSTRIAL USER PERMIT APPLICATION

Modified what the Significant Industrial User permit application should include; streamlined into a list without description. **This is a required change from the state to be consistent with NCAC 15A 02H.0916**

Deleted “Permit Synopsis” and added “Permit supporting documentation paragraph”. **This is a required change to be consistent with NC Rule .0916(c)(4) and current DWQ Practices.**

❖ ADMINISTRATION – WASTEWATER PERMITS – PERMIT CONDITIONS

Included and/or in reference to penalties

Included and/or in reference to limits

❖ HEARINGS

Moved to end of SUO Ordinance

❖ REPORTING REQUIREMENTS - MEASUREMENT OF POLLUTANTS

Added “When determining mass calculations, standard pretreatment conversion factors shall be used”

❖ REPORTING REQUIREMENTS – REPORTS OF CHANGED CONDITIONS

Language added to clarify that permission is required to connect or discharge to the POTW, including changes to discharge. Added phrase “or pollutant” to ensure wording matches 40 CFR 403.12(j). **These are required changes.**

❖ REPORTING REQUIREMENTS – NOTICE OF VIOLATION; REPEAT SAMPLING AND REPORTING

Changed wording to clarify that the POTW must resample if the POTW is performing the sampling in lieu of the industrial user and a violation occurs.

❖ REPORTING REQUIREMENTS – NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE

Changed wording so the IU is required to report before they discharge hazardous waste to the POTW. They cannot discharge until approval in writing from the City. This is an optional change. Prior wording stated the IU had to provide notice after the fact, which is how it is written in 40 CFR 403.12(p) but Rule .0918 allows NC POTWs to be more stringent than the State or Federal Govt.

SEWER USE ORDINANCE REVISION SUMMARY

❖ **REPORTING REQUIREMENTS – ANALYTICAL REQUIREMENTS**

Wording modified to clarify the analytical requirements. This was an optional change.

❖ **REPORTING REQUIREMENTS – ELECTRONIC REPORTING**

Added optional cross-media reporting.

❖ **COMPLIANCE MONITORING – INSPECTION AND SAMPLING**

Changed wording from “POTW Director” to “City”. **This is a required change.**

❖ **COMPLIANCE MONITORING – SEARCH WARRANTS**

Changed wording from “POTW Director” to “City”. **This is a required change.**

❖ **ENFORCEMENT – SHOW CAUSE HEARING, EMERGENCY SUSPENSIONS**

Fixed typographical errors.

❖ **ENFORCEMENT – CIVIL PENALTIES**

Replaced “fined” with “assessed a civil penalty”. This was an optional change.

❖ **ANNUAL PUBLICATION OF REPORTABLE NONCOMPLIANCE**

Fixed typographical error.

❖ **HEARINGS**

It was suggested to move Hearing conditions to its own section of the SUO. Changed wording so that there are two levels of local government appeal prior to judicial review. The State required the change but gave four versions to pick from. (First version gave NO opportunity for review at the local govt level; the IU went straight to judicial review; Second version gave only one level of local government hearings; version three is one level of local government which cites regular local government hearing procedures, and the fourth version allowed two levels of POTW hearings) **Again, this is a required change.**

❖ **EFFECTIVE DATE**

State had two options to choose from; chose to have signatures and seal as opposed to, “this ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law”.

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ARTICLE B Sewer

Editor's note: Ordinance No. 07-81, adopted Sept. 20, 2007, amended article B in its entirety to read as herein set out. Formerly, this article pertained to similar subject matter and derived from Ord. No. 94-15, adopted March 17, 1994; and Ord. No. 97-102(3), adopted Dec. 18, 1997.

Sec. 8-2-51 SEWER; RESPONSIBILITY

The public services department shall be charged with the maintenance and repair of all sewer mains, including house connections, pump stations and treatment plants, the construction of house connections, and the operation of all pump stations and treatment plants. There shall be employed in this department an adequate number of employees to properly maintain and operate the facilities of this department. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-52 GENERAL PROVISIONS

A. Purpose and policy.

This article sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the City of High Point, hereafter referred to as the city, and enables the city to comply with all applicable state and federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR, Part 403). The objectives of this article are:

- (1) To prevent the introduction of pollutants and wastewater discharges into the municipality wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- (2) To prevent the introduction of pollutants and wastewater discharges into the municipal wastewater system which will pass through the system, inadequately treated, into any waters of the state or otherwise be incompatible with the system;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system;
- (4) To protect both municipal personnel who may come into contact with sewage, sludge, and effluent in the course of their employment as well as protecting the general public;
- (5) To provide for equitable distribution of the cost of operation, maintenance and improvement of the municipal wastewater system; and
- (6) To ensure the municipality complies with its NPDES or non-discharge permit conditions, sludge use and disposal requirements, and any Federal or State laws which the municipal wastewater system is subject to.

This ordinance provides for the regulation of direct and indirect contributors to the municipal wastewater system, through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This ordinance shall apply all users of the municipal wastewater system as authorized by N.C.G.S. 160A-312 and/or 153A-275. The City of High Point shall designate an administrator of the Publicly Owned Treatment Works or POTW and pretreatment program hereafter referred to as the POTW Director. Except as otherwise provided herein, the Publicly Owned Treatment Works (POTW) Director shall administer, implement and enforce the provisions of this ordinance. Any powers granted to or imposed upon the POTW Director may be delegated by the POTW Director to other City of High Point personnel.

By discharging wastewater into the City of High Point wastewater system, industrial users located outside the City limits agree to comply with the terms and conditions established in this ordinance, as well as any permits, enforcement actions, or orders issued hereunder.

B. RESERVED.

(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-53 DEFINITIONS AND ABBREVIATIONS.

- A.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated:

Act or the act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

Approval authority. The Director of the Division of Water Quality of the North Carolina Department of Environment and Natural Resources or his designee.

Authorized representative of the industrial user.

1. If the industrial user is a corporation, authorized representative shall mean:
 - a. The president, secretary, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - b. The manager of one (1) or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the industrial user is a partnership, association, or sole proprietorship, an authorized representative shall mean a general partner or the proprietor.
3. If the industrial user is Federal, State or local governments, or an agent thereof, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
4. The individuals described in paragraphs (1)--(3) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the authorization is submitted to the city.
5. If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the City of High Point prior to or together with any reports to be signed by an authorized representative.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at 20 degrees centigrade usually expressed as a concentration (e.g., mg/l).

Building sewer. A sewer conveying wastewater from the premises of a user to the POTW.

Bypass. The intentional diversion of wastestreams from any portion of a user's treatment facility.

Categorical standards. National Categorical Pretreatment Standards or pretreatment standard.

Control Authority. Refers to the POTW organization if the POTW organization's Pretreatment Program approval has not been withdrawn.

~~**Director.** The person designated by the city to supervise the operation of the publicly owned treatment works and who is charged with certain duties and responsibilities by this article, or his duly authorized representative.~~

Discharger. Means any person who discharges or causes the discharge of wastewater to a community sewer system, storm water system, or directly to the POTW. Discharger shall mean the same as user.

Domestic sewage. The liquid waste from residence building drains, public rest rooms in commercial or industrial establishments, and garbage grinders, dishwashers and clothes washers which are not operated on a commercial basis.

Effluent. Means wastewater or other liquid, partially or completely treated, or in its natural state or any portion thereof flowing out of a reservoir, basin, treatment plant or industrial treatment plant.

Enforcement response plan (ERP). The set of enforcement actions to be taken by the city in response to violations of any part(s) of this article.

Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the administrator or other duly authorized official of said agency.

Fats, Oils and Grease (FOG). Shall mean any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.

FOG Best Management Practices. Shall mean schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of FOG to the sanitary and storm water systems.

Food Service Establishment. Those establishments primarily engaged in activities of preparing, serving, or otherwise making available for consumption by the public operating in a permanently constructed structure such as a room, building, or place, or portion thereof, that utilize one or more of the following preparation activities: cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

Garbage. Solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Grab sample. A sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and for a period of time not to exceed 15 minutes.

Grease shall mean, and includes, fats, oils, waxes or other related constituents. Grease may be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, and fats in meats, cereals, seeds, nuts, and certain fruits. Grease may also be of mineral origin including kerosene, lubricating oil, and road oil. Grease in the wastewater collection system is generally present as, but not need be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution. Grease is extractable from an acidified sample of a waste by hexane or other designated solvent and as determined by the appropriate methods and procedures approved by the Environmental Protection Agency, and identified in 40 CFR Part 136.

Grease Control Device. Shall mean a grease interceptor, grease trap, or other grease removal device designed, constructed and intended to remove, hold or otherwise prevent the passage of fats, oils or grease (FOG) to the sanitary sewer.

Grease Generating Activity. Shall mean any activity that includes the following in regards to wastewater or any FOG materials entering the sanitary sewer system by means of washing dishes, kitchen equipment, discharging FOG in a drain which leaves the property.

Holding tank waste. Any waste from holding tanks, including but not limited to such holding tanks as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Hot Spots. Shall mean areas in sewer lines that have experienced sanitary sewer overflows or that must be cleaned or maintained at an accelerated frequency to avoid blockages of sewer system as a result from FOG buildup in the sanitary sewer system.

Indirect discharge. The discharge or the introduction of nondomestic pollutants from any source regulated under section 307(b) or (c) of the Act, (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

Industrial user. Any person which is a source of indirect discharge.

Low Grease Generator Agreement. Shall refer to an agreement between certain categories of FSEs and the City that do not require the installation of a Grease Control Device.

Interference. The inhibition, or disruption of the POTW collection system, treatment processes, operations, or its sludge process, use, or disposal, which causes or contributes to a violation of any requirement of the POTW's NPDES, collection system or non-discharge permit or prevents sewage sludge use or disposal in compliance with specified applicable state and federal statutes, regulations, or permits. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with [section] 405 of the Act, (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA) (42 U.S.C. section 6901 et seq.), the Clean Air Act, the Toxic Substances Control Act, the Marine Protection Research and Sanctuary Act (MPRSA) or more stringent state criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of SWDA applicable to the method of disposal or use employed by the POTW).

Maintenance log. Shall mean any form of record keeping requirements as addressed in Section XXX.

Manifest. Shall mean the receipt which is retained by the generator of wastes for disposing recyclable waste, liquid or solid wastes as required by the city.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monitoring facility. Structure or sampling installation for the purpose of accurately measuring the volume of flow and sampling of the wastes, the design, location and operation of which must be approved by the director.

National Categorical Pretreatment Standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with section 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of industrial users, and which appears in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471.

National Prohibitive Discharge Standard or prohibitive discharge standard. Absolute prohibitions against the discharge or certain substances; these prohibitions appear in subsection 8-2-54(a) of this article and developed under the authority of [section] 307(b) of the Act and 40 CFR, section 403.5.

New source.

1. Any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with section 307(c), provided that:
 - a. The building, structure, facility, or installation is constructed at a site at which no other source

- is located; or
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (1)b. or c. above but otherwise alters, replaces, or adds to existing process or production equipment.
3. For purposes of this definition, construction of a new source has commenced if the owner or operator has:
- a. Begun, or caused to begin as part of a continuous on-site construction program:
 - 1. Any placement, assembly, or installation of facilities or equipment; or
 - 2. Significant site preparation work including clearing, excavation, or removal or existing buildings, structures or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.
 - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

Noncontact cooling water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

National Pollution Discharge Elimination System or NPDES permit. A permit issued pursuant to section 402 of the Act (33 U.S.C. 1342), or pursuant to N.C.G.S. 143-215.1 by the state under delegation from EPA.

Non-discharge permit. ~~A disposal system permit issued by the state pursuant to NCCS 143-215.1.~~ A permit issued by the State pursuant to G.S. 143-215.1(d) for a waste which is not discharged directly to surface waters of the State or for a wastewater treatment works which does not discharge directly to surface waters of the state

Pass through. A discharge which exits the POTW into waters of the state in quantities or concentrations which, alone or with discharges from other sources, causes a violation, including an increase in the magnitude or duration of a violation of the POTW's NPDES, collection system, or non-discharge permit or downstream water quality standard even if not included in the permit.

Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, their legal representatives, agents or assigns. This definition includes all federal, state, and local government entities.

pH. A measure of the acidity or alkalinity of a substance, expressed as standard units, and calculated as the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

Pollutant. Any "waste" as defined in N.C.G.S. 143-213(18) and dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, metals, BOD, COD, toxicity, ~~or~~ and odor).

POTW Director. The City of High Point Director of Public Services. The City of High Point Director of Public Services or his/her delegate.

Pretreatment or treatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollution into a POTW collection system and/or treatment plant. The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes or other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard, as prohibited by 40 CFR 403.6(d).

Pretreatment program. The program for the control of pollutants introduced into the POTW from nondomestic sources which was developed by the city in compliance with 40 CFR 403.8 and 403.11 and as authorized by N.C.G.S. 143-215.3(a)(14) in accordance with 40 CFR 403.11.

Pretreatment standards and requirements. Any substantive or procedural requirement related to pretreatment, other than a pretreatment standard.

Pretreatment standards. Any prohibited discharge standards, categorical standards, and/or local limits which applies to an industrial user.

Publicly owned treatment works (POTW) or municipal wastewater system. A treatment works as defined by section 212 of the Act, (33 U.S.C. 1292) which is owned in this instance by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to the POTW treatment plant. For the purposes of this article, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the city who are, by contract or agreement with the city, or in any other way, users of the city's POTW.

Sanitary Sewer Overflow shall mean any discharge of sewage from the sanitary sewer to the inside or outside of a FSE or to the Stormwater system.

Severe property damage. Substantial physical damage to property, damage to the user's treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Significant industrial user or SIU. Any industrial user of the that discharges wastewater into a publicly owned treatment works and that: a wastewater disposal system who:

- (1) Has an average daily process wastewater flow of 25,000 gallons or more; Discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewaters; or
- (2) Contributes more than five (5) percent of any design or treatment capacity (i.e., allowable pollutant load) of the wastewater treatment plant receiving the indirect discharge; Contributes process wastewater which makes up five percent or more of the NPDES or Non-discharge permitted flow limit or five percent or more of the maximum allowable headworks loading of the POTW treatment plant for any POTW pollutant of concern; or
- (3) Is required to meet a National Categorical Pretreatment Standard; or is subject to Categorical Pretreatment Standards under 40 CFR Part 403.6 and 40 CFR Chapter 1, Subchapter N, Parts 405-471; or
- (4) Is found by the city, the Division of Water Quality or the U.S. Environmental Protection Agency (EPA) to have the potential for impact, either singly or in combination with other contributing industrial users, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or compliance with any pretreatment standards or requirements (Reference: 15A NCAC(2H) .0903). is designated as such by the Control Authority on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation, or for violating any Pretreatment Standard or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge

permit, or for contributing to violations of the POTW's receiving stream standard, or for limiting the POTW's sludge disposal options.

- (5) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in paragraphs (1) and (2) above have no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, or for contributing to violations of the POTW's effluent limitations and conditions in its NPDES or non-discharge permit, or for contributing to violations of the POTW's receiving stream standard, or for limiting the POTW's sludge disposal options, and thus is not a Significant Industrial User.
- (6) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in Paragraph (3) above meets the requirements of 40 CFR Part 403.3(v)(2) and thus is not a Non-significant Categorical Industrial User.
- (7) Subject to Division approval under 15A NCAC 02H .0907(b), the Control Authority may determine that an Industrial User meeting the criteria in Paragraph (3) above meets the requirements of 40 CFR Part 403.12(e)(3) and thus is a Middle Tier Significant Industrial User. Sampling and inspection requirements may be cut in half as per 40 CFR Parts 403.8 (f)(2)(v)(C) and 403.12 (e)(3).

Significant noncompliance. ~~Significant noncompliance or reportable noncompliance. A status of noncompliance defined as follows:~~ or SNC is the status of noncompliance of a Significant Industrial user when one or more of the following criteria are met. Additionally, any Industrial User that meets the criteria in (c), (d), or (h) shall also be SNC.

~~(1) Violations of wastewater discharge limits:~~

- a. ~~Chronic violations. 66 percent or more of the measurements exceed (by any magnitude) the same daily maximum limit or the same average limit in a six month period.~~
- b. ~~Technical review criteria (TRC) violations. Thirty three percent or more of the measurements are equal to or greater than the TRC times the limit (maximum or average) in a six month period. There are two (2) groups of TRCs:~~
 - ~~For conventional pollutants:~~
 - ~~BOD, TSS, fats, oil and grease TRC = 1.4~~
 - ~~For all other pollutants:~~
 - ~~TRC = 1.2~~
- c. ~~Any other violation(s) of an effluent limit (average or daily maximum) that the control authority believes has caused, alone or in combination with other discharges, interference or pass through; or endangered the health of the sewage treatment plant personnel or the public.~~
- d. ~~Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.~~

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all the measurements taken for the same pollutant parameter (not including flow) during a six month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l);
- (b) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all the measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numerical Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR Part 403.3(l) multiplied by the applicable TRC; (TRC=1.4 for BOD, TSS, Fats, Oils and grease; 1.2 for all other pollutants (except flow and pH);

- (c) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR Part 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Control Authority and/or POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- (d) Any discharge of a pollutant or wastewater that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Control Authority's or the POTW's, if different from the Control Authority, exercise of its emergency authority under 40 CFR Part 403.8(f)(l)(vi)(B) and Section 8-2-54(a) of this ordinance to halt or prevent such a discharge;
- (e) Violations of compliance schedule milestones, contained in a pretreatment permit or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.
- (f) Failure to provide reports for compliance schedule, self-monitoring data, baseline monitoring reports, 90-day compliance reports, and periodic compliance reports within 30 days from the due date.
- (g) Failure to accurately report noncompliance.
- (h) Any other violation or group of violations that the Control Authority and/or POTW determines will adversely affect the operation or implementation of the local pretreatment program.

- ~~(2) Violations of compliance schedule milestones, contained in a pretreatment permit or enforcement order, for starting construction, completing construction, and attaining final compliance by 90 days or more after the schedule date.~~
- ~~(3) Failure to provide reports for compliance schedule, self-monitoring data, baseline monitoring reports, 90-day compliance reports, and periodic compliance reports within 30 days from the due date.~~
- ~~(4) Failure to accurately report noncompliance.~~
- ~~(5) Any other violation or group of violations that the control authority considers to be significant.~~

Slug load or Discharge. Any discharge at a flow rate or concentration which has a reasonable potential to cause interference or pass-through, or in any other way violates the POTW's regulations, local limits, or industrial user permit conditions. This can include but is not limited to spills and other accidental discharges; discharges of a non-routine, episodic nature; a non-customary batch discharge; or any other discharges that can cause a violation of the prohibited discharge standards in subsection 8-2-54(a) of this section.

Standard industrial classification (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the executive office of the president, office of management and budget, 1987.

Standard manhole. Shall mean a sewer inspection entrance constructed according to city standards and having a minimum horizontal diameter of four (4) feet and located on the building sewer downstream from any pretreatment works.

Stormwater. Any flow occurring during or following any form of natural precipitation and resulting there from.

Suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids, and which is removable by laboratory filtering.

Trap means any facility designed, constructed and operated for the purpose of removing and retaining dangerous, deleterious or prohibited constituents from wastewater by differential gravity separation before discharge to the public sewer.

Twenty-five percent (25%) Rule shall mean the requirement for grease control devices to be maintained such that the combined FOG and solids accumulation does not exceed 25% of the design hydraulic depth in any location of the grease control device. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG discharged to the sewer system.

Upset. An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities lack of preventive maintenance, or careless or improper operation.

Wastewater. The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, mobile sources, treatment facilities and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

Wastewater permit. As set forth in subsection 8-2-56(b) of this article.

Waters of the State. All streams, rivers, brooks, swamps, sounds, tidal estuaries, bays, creeks, lakes, waterways, reservoirs ~~lakes, ponds, marshes, watercourse, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems~~ and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.

This article is gender neutral and the masculine gender shall include the feminine and vice versa.

"**Shall**" is mandatory; "**may**" is permissive or discretionary.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

The following abbreviations shall have the designated meanings:

1. *BOD*. Biochemical oxygen demand.
 2. *CFR*. Code of Federal Regulations.
 3. *COD*. Chemical oxygen demand.
 4. *EPA*. Environmental Protection Agency.
 5. *gpd*. Gallons per day.
 6. *l*. Liter.
 7. *mg*. Milligrams.
 8. *mg/l*. Milligrams per liter.
 9. *NCGS*. North Carolina General Statutes.
 10. *NPDES*. National Pollution Discharge Elimination System.
 11. *O & M*. Operation and maintenance.
 12. *POTW*. Publicly owned treatment works.
 13. *SIC*. Standard industrial classification.
 14. *SWDA*. Solid Waste Disposal Act, 42 U.S.C. 6901, et seq.
 15. *USC*. United States Code.
 16. *TSS*. Total suspended solids.
 17. *TKN*. Total kjeldahl nitrogen.
- (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-54 REGULATIONS.

Sec. 8-2-54.1 *Prohibited discharge standards.*

- A. **General prohibitions.** No user shall contribute or cause to be contributed into the POTW, directly or indirectly, any pollutant or wastewater which causes interference or pass through. These general prohibitions apply to all users of a POTW whether or not the user is a significant industrial user or subject to any national, state, or local pretreatment standards or requirements.
- B. **Specific prohibitions.** No user shall contribute or cause to be contributed into the POTW the following pollutants, substances, or wastewater:
 1. Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Included in this prohibition are wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius), using the test methods specified in 40 CFR 261.21. At no time, shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five (5) percent nor any single reading over 10 percent of the lower explosive limit (LEL) of the meter.
 2. Solid or viscous substances in amounts which will cause interference with the flow in a sewer but in no case solids greater than one-half (1/2) inch in any dimension.
 3. Any wastes or water containing mineral or, hydrocarbon, vegetable or animal fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32 degrees Fahrenheit and 150 degrees Fahrenheit. Animal and vegetable fats above these units may be allowed following written application and approval by the director.
 4. Any wastewater having a pH less than 5.0 or more than 11.0 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.
 5. Any wastewater containing pollutants, including oxygen demanding pollutants, (BOD, etc.) in sufficient quantity, (flow or concentration) either singly or by interaction with other pollutants, to pass through or interfere with the POTW wastewater treatment system, any wastewater treatment or sludge process, or constitute a hazard to humans or animals.
 6. Any noxious or malodorous liquids, gases, or solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.
 7. Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal regulations or permits issued under section 405 of the Act, the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
 8. Any wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetables tanning solutions, which consequently imparts color to the treatment plants effluent thereby violating the POTW's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than 10 percent from the seasonably established norm for aquatic life.

9. Any wastewater having a temperature greater than 150 degrees Fahrenheit (66 degrees Celsius), or which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with the temperature at the introduction into the POTW to exceed 104 degrees Fahrenheit (40 degrees Celsius).
10. Any wastewater containing any radioactive wastes or isotopes except as specifically approved by the POTW director in compliance with applicable state or federal regulations.
11. Any pollutants which result in the presence of toxic gases, vapors or fumes within the system in a quantity that may cause worker health and safety problems.
12. Any trucked or hauled pollutants, except at discharge points designated by the POTW director in accordance with section 8-2-65 of this article.
13. Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, cooling water and unpolluted industrial wastewater, unless specifically authorized by the POTW director.
14. Any industrial wastes containing floatable fats, waxes, grease or oils, or which become floatable at the wastewater temperature at the introduction to the treatment plant during the winter season, but in no case, industrial wastewater containing more than 100 mg/l of emulsified oil or grease unless authorized by the POTW Director.
15. Petroleum oil, non-biodegradable cutting oils, commonly called soluble oils, which form a persistent water emulsion, and non-biodegradable complex carbon compounds in amounts that will cause interference or pass through.
16. Any sludges, screenings or other residues from the pretreatment of industrial wastes.
17. Any medical wastes, except as specifically authorized by the POTW director in an industrial wastewater discharge permit.
18. Any material containing ammonia, ammonium salts, or other chelating agents which will produce metallic complexes that interfere with the municipal wastewater system.
19. Any material identified as hazardous waste according to 40 CFR Part 261 except as may be specifically authorized by the POTW director.
20. Any wastewater causing the treatment plant effluent to violate state water quality standards for toxic substances as described in 15A NCAC 2B.0200.
21. Recognizable portions of the human or animal anatomy.
22. Any wastes containing detergents, surface active agents, or other substances which may cause excessive foaming in the municipal wastewater system.

Pollutants, substances, wastewater, or other wastes prohibited by this section shall not be processed or stored in such a manner that these wastes could be discharged to the municipal wastewater system. All floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility before connection with the system.

When the POTW director determines that a user(s) is contributing to the POTW, any of the above enumerated substances in such amounts which may cause or contribute to interference of POTW operation or pass through, the director shall:

- (1) Advise the user(s) of the potential impact of the contribution on the POTW in accordance with subsections 8-2-54.1 and 8-2-54.2;
- (2) Take appropriate actions in accordance with section 8-2-60 for such user to protect the POTW from interference or pass through.

Sec. 8-2-54.2 *Polluted water control.*

All polluted water from homes, commercial establishments and manufacturing plants, whether such water is obtained from the city or not, when polluted by its use, shall be forced into the city's sanitary sewer system provided such wastes meet the requirements of this chapter.

Sec. 8-2-54.3 *Use of public sewers required.*

- (1) It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the city or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.
- (2) It shall be unlawful to discharge to any natural outlet within the city or in any area under its jurisdiction, any sewage or other polluting materials, except where suitable treatment has been provided in accordance with applicable local, state and federal laws, ordinances and policies. In the event such polluting material is discharged, whether accidental or otherwise, it shall be the responsibility of the person causing the discharge. Where an objectionable or offending condition shall exist, as determined by the director, the person causing the discharge will immediately take corrective measures to remove or otherwise eliminate the offending condition in a manner approved by the director. In any unusual circumstances where an imminent threat to the health and safety of the public may deem to exist, or where corrective measures are not taken promptly by the person causing the offending condition, the director may then take such steps as he determines necessary to remove the polluting materials and eliminate the offending condition with such costs to be borne by the person causing such condition.

Sec. 8-2-54.4 *National Categorical Pretreatment Standards.*

1. Users subject to categorical pretreatment standards are required to comply with applicable standards as set out in 40 CFR Chapter 1, Subchapter N, Parts 405 through 471 and incorporated herein.
 - A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the POTW director may impose equivalent concentration or mass limits in accordance with CFR 403.6(c).
 - B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the POTW director shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6(e).
 - C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
 - D. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
 - E. A user may request a removal credit adjustment to a categorical standard in accordance with 40 CFR 403.7

Sec. 8-2-54.5 Local limits.

To implement the general and specific discharge prohibitions listed in this article, industrial user-specific local limits will be developed ensuring that the POTW's maximum allowable headworks loading is not exceeded for particular pollutants of concern for each industrial user. Where specific local limits are not contained for a given parameter or pollutant in an industrial user permit, the following limits will apply to all users:

TABLE INSET:

Parameter	Daily Limit (mg/l)	Monthly Average (mg/l)
BOD	1,000	500
COD Consider removing, Not NPDES or HWA parameter (next IWS?)	2,000	2,000
TSS	600	300
Ammonia	20	15
Cadmium	0.10	0.05
Chromium	0.10	0.05
Copper	0.10	0.05
Cyanide	0.01	0.01
Lead	0.10	0.05
Nickel	0.10	0.05
Silver	0.10	0.05
Zinc	0.20	0.10
Oil and grease	100	50
pH range: Between 5.0 and 11.0 (standard units)		

Industrial user-specific local limits for appropriate pollutants of concern shall be included in wastewater permits and are considered pretreatment standards.

Sec. 8-2-54.6 State requirements.

State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this article.

Sec. 8-2-54.7 Right of revision.

The city reserves the right to establish limitations and requirements which are more stringent than those required by either state or federal regulations if deemed necessary to comply with the objectives presented in section 8-2-52 of this article or the general and specific prohibitions in section 8-2-54 of this article, as is allowed by 40 CFR 403.4.

Sec. 8-2-54.8 Dilution.

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, unless expressly authorized by an applicable pretreatment standard, or in any other pollutant-specific limitation developed by the city or state.

Sec. 8-2-54.9 Pretreatment of Wastewater.**1. Pretreatment Facilities.**

Users shall provide necessary wastewater treatment as required to comply with this article and wastewater permits issued under subsection 8-2-56.2 of this article and shall achieve compliance with all federal National categorical pretreatment standards, local limits, and the prohibitions set out in section 8-2-54.1 within the time limitations as specified by the EPA, the State, or the POTW director, whichever is more stringent. Any facilities required to pre-treat wastewater to a level acceptable to the city shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review, and shall be acceptable to the POTW director before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the city under the provisions of this article. Any subsequent changes in the pretreatment facilities or method(s) of operation shall be reported to and be acceptable to the approved by the POTW director prior to the user's initiation of the changes.

2. Additional Pretreatment Measures

- a. Whenever deemed necessary, the POTW Director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this ordinance.
- b. The POTW Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-controlled facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.

Sec. 8-2-54.10 Grease Control Devices shall be installed on the premises where FOG is used or Generated.

1. All commercial kitchens in new or existing buildings, undergoing significant improvement, undergoing remodeling or change in operations shall have grease control devices (GCD) as required by the Uniform Plumbing Code. IF there is a size discrepancy in GCD installation (due to space limitations, etc) a mutual agreement between the Building Department and Industrial Pretreatment Department shall agree to compromise regarding size and fixtures to be discharged through the GCD.
2. All grease generating fixtures shall connect to a GCD, including but not limited to pre-rinse sinks, three compartment sinks, two compartment sinks, mop or janitor sinks, food preparation sinks, floor drains in dishwashing areas and kitchens, etc. All drainage fixtures in dishwashing room except for dishwashers shall connect to a GCD.
3. No high temperature kitchen equipment discharges shall be allowed to connect through any type of GCD. Discharge of wastewater from dishwashers, pasta cookers, other hot lines and non-grease generating fixtures to any GCD is prohibited unless authorized by the POTW Director.
4. FSEs shall have a sink or other area for cleaning floor mats, containers, exhaust hood filters and equipment, which is connected to a GCD. The sink or cleaning area shall be large enough to clean the largest mat or piece of equipment to be cleaned. Outside washing of floor mats, equipment grills, or other containers is prohibited; this may allow contaminated wastewater to flow to the storm drain system.
5. All in-ground GCDs greater than 750 gallons in capacity shall have a minimum of three manholes (refer to City of High Point Design Standards) to allow visibility over each inlet piping, baffle (divider) piping and outlet piping to ensure accessibility for inspection, cleaning

and removal of all contents. Two manholes may be allowed under certain conditions only granted by the City of High Point. Nothing shall be allowed to be stored on top of any GCD manholes.

6. In ground GCDs shall be installed in a suitable location that will allow access for inspection, cleaning, and maintenance. This includes drive-thru roads and parking stalls where inspection would be difficult or unsafe and impeded business operations.
7. Laterals installed between a FSE and GCD, also between the GCD and the City's main shall include installation of two way clean outs as required to allow access points for sewer line maintenance and inspection.

Sec. 8-2-54.11 Grease, Oil and Sand Traps required for Commercial and Industrial Establishments.

1. Grease, oil and sand traps shall be provided when, in the opinion of the City, they are necessary for the protection of sewerage system from liquid wastes containing petroleum based oils, fluids and greases in excessive amounts, or any flammable wastes, sand and other harmful pollutants not prohibited in section 8-2-54(a). Such traps shall not be required for buildings used solely for residential purposes. Such traps shall be required, for example, on discharges from all service stations, automotive repair garages, car washes, and other commercial or industrial establishments as the city may designate.
2. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

3. Grease Control Device Maintenance Requirements

A. Maintenance Requirements

- a. All GCDs shall be kept in good repair, functioning properly and shall be maintained in continuous operation according to manufacturer's guidelines and the City of High Point's requirements.
- b. GCDs shall be maintained by the owner at the owner's expense.
- c. Sewer lines to and from GCDs shall be kept in good repair and clear of any buildup of FOG that could potentially contribute to backups and/or SSOs.
- d. All FOG discharged during GCD or sewer line cleaning and maintenance shall be captured. Any FSE that has their kitchen grease waste lines, exit lines from a GCD and/or laterals cleaned by jetting or hydro flushing shall have the contractor capture the contents removed from the line to prevent SSOs depending on the main size the lateral feeds into. All contents removed from sewer lines shall be contained and disposed properly by a licensed contractor.
- e. No additives may be introduced to GCDs or a FSE's wastewater system for the purpose of emulsifying FOG. Additives, such as solvents or enzymes that dissolve or mobilize FOG are prohibited.

4. GCD Maintenance Frequency

- A. The maintenance frequency shall be set so as to ensure the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG and minimize the passage of FOG to the sanitary sewer collection system. The maintenance frequency for all FSEs with a GCD shall be determined by one of the following methods:
 - i. GCDs shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total design hydraulic depth in any location of the GCD. The 25% Rule shall apply to all GCDs.

- ii. The entire contents of all grease interceptors (gravity grease interceptors) and GCDs greater than 100 gallons shall be removed every three months or more frequently as to prevent FOG from entering the sanitary sewer.
- iii. The entire contents of all grease traps (hydro mechanical grease interceptors and automatically or mechanically cleaning GCDs) shall be removed every month or more frequently as to prevent FOG from entering the sanitary sewer.

- B. The city may modify the maintenance frequency at any time to reflect changes in actual operating conditions. Based on the actual generation of FOG from the FSE, the maintenance frequency may increase or decrease.
- C. If the GCD, at any time, contains FOG and solids accumulation that does not meet the requirements in section (g)(1)(i) above, the FSE shall have the GCD serviced immediately such that all FOG, solids, and other materials are completely removed from the GCD.
- D. Waste haulers servicing GCDs shall not reinsert or discharge into GCD, manhole, cleanout, or other sanitary sewer appurtenance any materials that the waste hauler has removed from the GCD or to cause those materials to be so handled.

5. Requirements for Record Keeping

A. GCD & Plumbing record keeping

- i. The FSE shall retain all manifests, receipts and invoices of all cleaning, maintenance, grease removal of/from the GCD, disposal carrier and disposal site location for at least three years. Such records, which include at a minimum of the following, shall be made immediately available for inspection and copying to the inspector or City representative upon request:
 - ii. A logbook of grease interceptor, grease trap or grease control device cleaning and maintenance practices.
 - iii. Copies of records of waste hauling GCD contents. The grease haulers shall leave, at the facility site, a manifest with the following information:
 - Name of site pumped
 - Street address
 - City Name
 - Date and Time Pumped
 - Volume collected
 - Hauler name
 - Truck #
 - Observed GCD structural problems
 - Final destination of material collected
 - iv. Records of sampling data and sludge height monitoring for FOG and solids accumulation in the GCDs
 - v. Records of any SSOs, backups, spills and/or cleaning of the lateral sewer system
 - vi. A record of Best management Practices being implemented including employee training
 - vii. Any other information deemed appropriate by the city to ensure and document compliance with this Article.

6. Tallow Bins

1. Segregation and collection of waste cooking oil

- 1. No person shall dispose of any grease, or cause any grease to be disposed, by discharge into any drainage piping, by discharge into any public or private sanitary sewer, by discharge into any storm drainage system, or by discharge to any land, street, public way, river, stream or other waterway.

All waste cooling oils shall be collected and stored properly in tallow receptacles such as barrels or drums or bins for recycling or other acceptable methods of disposal.

- a. Segregated waste grease and oil bins (tallow bins) shall be in place at the location of any FSE that creates grease or oil from the use of fryers, automatically or mechanically cleaning GCDs which need FSE staff maintenance, rotisserie drip lines not connected to a GCD or any other type of grease and oil waste created by cooking or cleaning of equipment. FSE staff, not limited to kitchen staff, shall properly dispose of grease or oils from cooking equipment into an oil/grease receptacle such as a tallow bin, barrel or drum. Appropriate measures shall be taken to eliminate spills. An absorption rag, towel, or material shall be immediately available each time the waste oil/grease is emptied to the tallow bin or segregated receptacle and used to clean up spills. The transporting of waste oil/grease shall be conducted with a covered and sealed container.
- b. Tallow bins or used waste oil and grease container areas shall be kept clean. Containers shall be covered with lids and free from excessive fats, oil and grease and debris to prevent foul-smelling odors and vector attraction. Housekeeping procedures shall be put in place and signs posted.
- c. Tallow bins shall be located in areas that reduce the risk of spills or discharges to the storm drain system. Where relocation is not possible, spill prevention should be implemented to prevent such discharges.

7. Tallow Haulers

Tallow haulers servicing FSEs shall clean up all spills created during the collection and transporting of grease whether it is on the containers, bins, barrels or the ground.

8. Tallow Bin Record Keeping

The FSE shall keep all manifests, receipts and invoices of all oil/grease removal from the FSE, disposal carrier and disposal site location for no less than three years. The FSE shall, upon request, make the manifests, receipts and invoices available to any City representative or inspector. These records may include:

- A logbook of all segregated oil bins cleaning and maintenance practices
- A record of Best Management Practices being implemented including employee training.
- Copies of records and manifests of waste hauling activities.
- Records of any spills and/or cleaning.
- Any other information deemed appropriate by the City to ensure compliance with this Article.

9. Best Management Practices – FSEs

All FSEs shall implement Best Management Practices (BMPs). Emphasis shall be on minimizing the discharge of FOG to the sewer system and preventing non-stormwater discharges to the storm drain system. All FSEs shall be required, at a minimum, to provide staff training for the appropriate ordinance requirements and for the following kitchen BMPs:

- a. Install screens in all drains. The screens shall be installed to all sinks, drains, floor drains, floor sinks, dishwasher, etc. The screens shall be cleaned frequently by disposing waste to the trash or food scrap container if available. Regular inspections shall be conducted by lead Managers and/or Executive Chefs to ensure screens are functioning properly and are present. It is

- recommended that the inspections be documented to confirm compliance and be available to the City representative or inspector upon request.
- b. Dispose of all food waste. Food waste shall not be disposed to sinks or drains. FSE staff shall dispose of all food waste directly into the trash, garbage, compost or food waste collection bins by scraping with scrapers, towels, paper towels and/or rubber spatulas prior to using water to rinse off plates, dishes, pots, pans, containers, etc. This practice helps remove FOG from entering the sanitary sewer system and GCDs. Properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.
 - c. Maintain kitchen exhaust hood and equipment. Filters and other exhaust hood equipment shall be cleaned as frequently as necessary to maintain good operating condition. The wastewater generated from cleaning the exhaust filter shall be disposed properly and shall be cleaned in sinks connected to a GCD to ensure to capture of FOG prior to entering the sanitary sewer.
 - d. Post signs and posters for best management and waste minimization practices conspicuously in the food preparation and dishwashing areas at all times.
 - e. Clean all kitchen equipment and other equipment in the sinks or drains that flow directly into a GCD. Never clean equipment in a sink not connected to a GCD.
 - f. Dry methods shall be used to clean up oil and grease spills. Pick up liquids or grease with rags or absorbents such as raw dust or cat litter. Sweep up absorbent, seal in a plastic bag and dispose in the trash. Regularly use dry methods to clean under fryer baskets and other locations where grease may be spilled or dripped. Clean up all oil and grease spills prior to mopping. If possible, always discharge waste mop water to a drain that will flow to a GCD.
 - g. Dry sweep pavement, such as walkways, dining areas and dumpster areas as frequently as possible.
 - h. Never pour, sweep or direct wash wastewater into a Stormwater collection system, street or gutter. If any pavement cleaning requires water, sweep first; next use a mop without soap and bucket and dispose of wash wastewater in a sink that drains to a GCD.
 - i. Never wash down dumpsters or tallow bins with a hose. If a dumpster or tallow bin must be cleaned, contact the dumpster or tallow bin vendor. Check dumpsters and tallow bins frequently for leaks. Notify the dumpster or tallow bin vendor to maintain and replace leaking dumpsters or tallow bins.

Sec. 8-2-54.12 Accidental discharge /Slug Control Plans

The POTW Director shall evaluate whether each Significant Industrial User needs a plan or other action to control and prevent slug discharges and accidental discharges as defined in Section 8-2-53(A). All SIUs must be evaluated within one year of being designated an SIU. The POTW Director may require any user to develop, submit for approval, and implement such a plan or other specific action. Alternatively, the POTW Director may develop such a plan for any user.

1. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load. Also see subsections 8-2-57.6 and 8-2-57.7.
2. An accidental discharge/slug control plan shall address, at a minimum, the following:
 - (a) Description of discharge practices, including non-routine batch discharges;
 - (b) Description of stored chemicals;
 - (c) Procedures for immediately notifying the POTW director of any accidental or slug discharge, as required by subsection 8-2-57.7 of this article; and
 - (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading

operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

- (e) Flow and loading equalization. In order to promote the equalization of flows and any constituent loadings, including but not limited to BOD and TSS on the sewer system, each person whose operations produce wastewaters having widely fluctuating flows or constituents is required to install and maintain at his own expense, a suitable storage or holding tank. The holding tank shall have a minimum capacity of 75 percent of the user's average daily flow, except that no tank shall be less than 1,000 gallons. Suitable air mixing will be required to keep solids in suspension and maintain aerobic conditions. Such holding or storage tank, air mixing system and any outlet device controlling the discharge of wastes to the sanitary sewer shall be approved by the director.
- (f) Monitoring facilities.
 - (1) To facilitate observations, flow measurements and sampling of liquid wastes discharged to the city's sanitary sewer, any person who discharges or proposes to discharge liquid wastes into the city's sanitary sewer shall construct a suitable monitoring facility, located on the building sewer and downstream from any pretreatment works, provided:
 - a. The BOD concentration exceeds 300 mg/l;
 - b. The TSS concentration exceeds 250 mg/l;
 - c. The average flow per work day exceeds 25,000 gallons; or
 - d. The manufacturing processes produce toxic or poisonous wastes such as but not limited to cyanides, heavy metals, insecticides, herbicides, etc.
 - (2) All industrial users that are subject to categorical pretreatment standards will also be required to provide and operate, at the user's own expense, monitoring facilities for flow measurement and any sampling required by the director or the categorical pretreatment standards. Plans for the location and construction of the monitoring facilities shall be approved by the director prior to commencing the installation. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-55 FEES

Sec. 8-2-55.1 Purpose.

It is the purpose of this chapter to provide for the recovery of costs from users of the city's wastewater disposal system for the implementation of the program established herein. The applicable charges or fees shall be as set forth in the city's schedule of charges and fees.

Sec. 8-2-55.2 *User charges.*

A user charge shall be levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the POTW.

- A. The user charge shall reflect at least the cost of debt service, operation and maintenance (including replacement) of the POTW.
- B. Each user shall pay its proportionate cost based on volume of flow.
- C. The city manager shall review annually the sewage contributions of users, the total costs of debt service, operation and maintenance of the POTW and will make recommendations to the city council for adjustments in the schedule of charges and fees as necessary.
- D. Charges for flow to the POTW not directly attributable to the users shall be distributed among all users of the POTW based upon the volume of flow of the users.
- E. For the purpose of defraying a portion of the expense of maintaining and operating the public sewer system, there shall be a sewer service charge levied and collected monthly in respect to all property in which there is a sewer connection with the public sewer system. The rate for water and/or sewer service is set forth by a rate schedule adopted by city council. The occupants of the premises shall be liable for the payment thereof as in case of the water charge. Such charge shall be added to each water bill monthly and shall be payable at the time that the water bill is payable. The penalty for failure to pay such charge shall be the same as in case of failure to pay the water bill.
- F. Water used for watering lawns, manufacture of ice, mixing concrete and other uses in which no portion is returned to the sanitary sewer system may be metered separately. A sanitary sewer service charge will not be billed on water used in these types of operations provided meters are installed by the city at the expense of the owner to measure only the water not required to be returned to the sanitary sewer or the director of public services may determine actual quantity of water used for bulk uses and cost of labor and materials for billing purposes.
- G. Where a well is used by any person and water from such well is put into the sanitary sewer system of the city, then such person shall install, at his own expense, the necessary meter or meters, obtained from the city, to register the amount of water used from such well which goes into the sanitary sewer system and the sewer service charge thereon shall be the same as the herein above given. This installation will be required if it is determined by the director of public services to be in the best interest of the city.
- H. In cases where the city determines not to require the installation of a meter, a flat rate shall be applied, as outlined in a rate schedule adopted by city council. These rates may apply where the water consumption of the residence or other approved user is generally no more than that of a one-family residence. The director of public services shall determine whether the customer will be on the minimum or higher flat rate or whether a meter is to be installed to determine the sewer service charge and he shall set the amount of the charge based on estimated consumption. Metering may be required where water is used for industrial purposes or where monthly or yearly discharge of waste water to the sanitary sewer system fluctuates over a wide range. A flat rate shall not be used where the water supply is from a state approved public water supply.

Sec. 8-2-55.3 Surcharges.

All industrial users of the POTW are subject to industrial waste surcharges on discharges which exceed the following levels:

BOD = 300 mg/l

TSS = 250 mg/l

The amount of surcharge will be based upon the mass emission rate (in pounds per day) discharged above the levels listed above. The amount charged per pound of excess will be set forth in the schedule of charges and fees.

- (1) In order that all sewer users bear their equitable share of costs for the collection and treatment of sewage, a monthly surcharge shall be imposed where the concentration of BOD or TSS exceeds the limits as hereinbefore prescribed. The amount of the monthly surcharge will be determined by calculating the excess BOD and TSS concentration above the permissible limits of 300 mg/l BOD, and 250 mg/l TSS, according to the following formulate:

- a. The number of hundreds of pounds of constituent (BOD or TSS) subject to the surcharge will be determined by:

TABLE INSET:

P =	$\frac{U \times C \times 0.006238}{100}$
	100

where:

P = pounds of constituent (BOD or TSS) in hundreds

U = units of wastewater discharged (1 unit = 100 cu. ft.)

C = strength of constituent in wastewater in mg/l in excess of 300 for BOD, or 250 for TSS

0.006238 = weight of wastewater (million pounds per unit)

- b. The amount of the surcharge will be calculated by:

$$S = (R1 \times P1) + (R2 \times P2)$$

where:

S = total surcharge

R1 = surcharge rate per CWT BOD

R2 = surcharge rate per CWT TSS

P1 = pounds of BOD in hundreds

P2 = pounds of TSS in hundreds

R1 and R2 are determined by a system of user charges and are set forth in a rate schedule adopted by city council.

- (2) The city council, in a meeting with the city manager and the director, will annually review the actual cost of operation and maintenance of the pollution control plants and adjust the surcharge rate to reflect the true cost of constituent treatment.
 - (3) The volume of flow used in calculating the amount of surcharge will be based upon the metered water consumption as shown in the records of meter readings maintained by the city. Where satisfactory evidence can be produced that more than 10 percent of the total annual volume of water consumed does not return to the public sewer, such water may be metered separately, subject to the approval of the director, and excluded from the surcharge computation.

Sec. 8-2-55.4 Pretreatment program administration charges.

The schedule of charges and fees adopted by the city may include charges and fees for:

- A. Reimbursement of costs of setting up and operating the pretreatment program;
- B. Monitoring, inspections and surveillance procedures;
- C. Reviewing slug control plans, including accidental and/or slug load discharge procedures and construction plans and specifications;
- D. Permitting;
- E. Other fees as the city may deem necessary to carry out the requirements of the pretreatment program.

Sec. 8-2-55.5 Sampling and testing procedures.

- A. Each person discharging liquid wastes into the public sewer shall be subject to periodic inspections to determine the character and concentration of such wastes. The frequency of sampling shall be as determined by the director. Sampling and inspections will be both scheduled and unscheduled.
- B. Samples from monitoring facilities may be grab and/or composite according to flow. All other sampling will be conducted in a manner prescribed by the director.
- C. Each person subject to sampling and analytical services will be charged the cost of such services. All costs incident to the supervision, inspection, sampling and analyses will be billed to the user in accordance with a fee schedule adopted by city council. The city council, in a meeting with the city manager and the director, will annually review the actual cost of supervision, inspection, sampling and analyses required for monitoring industrial discharges and adjust fees to reflect the true cost of the pretreatment program. **Any analyses performed by contract laboratory services on behalf of the City will be billed directly to the user by the contract laboratory.**
- D. The city, upon request by the industry concerned, shall make available a split sample collected. If the industry feels the results are not representative of their wastes, the city will resample at a cost in accordance with the fee schedule referred to in subsection 8-2-55.2(C). The values determined from any re-sampling shall be used for future billings (or until the results of the next sampling are made) but will not be retroactive for any prior billing. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-56 ADMINISTRATION**Sec. 8-2-56.1 Wastewater dischargers.**

It shall be unlawful for any person to connect or discharge to the POTW without first obtaining the permission of the city. When requested by the POTW director a user must submit information on the nature and characteristics of its wastewater within 30 days of the request. The POTW director is authorized to prepare a form for this purpose and may periodically require users to update this information.

Sec. 8-2-56.2 Wastewater permits.

All significant industrial users shall obtain a significant industrial user permit prior to the commencement of discharge to the POTW. Existing industrial users who are determined by the POTW director to be significant industrial users shall obtain a significant industrial user permit within 180 days of receiving notification of the POTW director's determination. Industrial users who do not fit the significant industrial user criteria may at the discretion of the POTW director be required to obtain a wastewater contribution permit for non-significant industrial users.

- A. **Significant industrial user determination.** All persons proposing to discharge nondomestic wastewater, or proposing to change the volume or characteristics of an existing discharge of nondomestic wastewater shall request from the POTW director a significant industrial user determination. If the POTW director determines or suspects that the proposed discharge fits the significant industrial user criteria he will require that a significant industrial user permit application be filed.
- B. **Significant industrial user permit application.** Users required to obtain a significant industrial user permit shall complete and file with the city, an application in the form prescribed by the POTW Director, and accompanied by an application fee in the amount prescribed in the schedule of charges and fees. Significant industrial users shall apply for a significant industrial user permit within 90 days after notification of the POTW director's determination in subsection 8-2-56(b)

above. The application shall include at a minimum: terms appropriate for evaluation, the following information:-

- a. Name, address, and location, (if different from the address);
- b. Standard industrial classification (SIC) codes for pretreatment, the industry as a whole, and any processes for which categorical pretreatment standards have been promulgated;
- c. Analytical data on wastewater constituents and characteristics including but not limited to those mentioned in section 8-2-54 of this article, any of the priority pollutants (section 307(a) of the Act) which the applicant knows or suspects are present in the discharge as determined by a certified analytical laboratory, and any other pollutant of concern to the POTW, sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to subsection 304(g) of the Act and contained in 40 CFR, Part 136, as amended; and as required in subsections 8-2-57(j) and (k);
- d. Time and duration of the indirect discharge;
- e. Average daily and 30-minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- f. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- g. Description of activities, facilities and plant processes on the premises including all materials which are or could be accidentally or intentionally discharged;
- h. Where known, the nature and concentration of any pollutants in the discharge which are limited by any city, state, or federal pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;
- i. If additional pretreatment and/or O & M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:
 1. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. No increment in the schedule shall exceed nine (9) months;
 2. No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the director including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to the POTW director;
- j. Each product produced by type, amount, process or processes and rate of production;
- k. Type and amount of raw materials processed (average and maximum per day);
- l. Number and type of employees, and hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- m. If subject to a categorical standard, a baseline monitoring report in accordance with 40 CFR 403.12(b) and 15A NCAC 2H .0908(a), as outlined in section 8-2-57;
- n. Any other information as may be deemed by the POTW director to be necessary to evaluate the permit application.
 - a. name of industrial user;
 - b. address of industrial user;

- c. standard industrial classification (SIC) code(s) or expected classification and industrial user category;
- d. wastewater flow;
- e. types and concentrations (or mass) of pollutants contained in the discharge;
- f. major products manufactured or services supplied;
- g. description of existing on-site pretreatment facilities and practices;
- h. locations of discharge points;
- i. raw materials used or stored at the site;
- j. flow diagram or sewer map for the industrial user;
- k. number of employees;
- l. operation and production schedules; and
- m. description of current and projected waste reduction activities in accordance with G.S. 143-215.1 (g);

C. Application signatories and certification. All wastewater discharge permit applications and user reports must be signed by the current authorized representative of the user on file with the POTW director as defined in subsection 8-2-53.1 and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

D. Application review and evaluation.

- a. The POTW director is authorized to accept applications for the city and shall refer all applications to the POTW staff for review and evaluation.
- b. Within 30 days of receipt the POTW director shall acknowledge and accept the complete application or if not complete shall return the application to the applicant with a statement of what additional information is required.

E. Tentative determination and draft permit.

- a. The POTW staff shall conduct a review of the application and on on-site inspection of the significant industrial user, including any pretreatment facilities, and shall prepare a written evaluation and tentative determination to issue or deny the significant industrial user permit.
- b. If the staff's tentative determination in paragraph (5)(a) above is to issue the permit, the following additional determinations shall be made in writing:
 - 1. Proposed discharge limitations for those pollutants proposed to be limited;
 - 2. A proposed schedule of compliance, including interim dates and requirements, for meeting the proposed limitations; and
 - 3. A brief description of any other proposed special conditions which will have significant impact upon the discharge described in the application.
- c. The staff shall organize the determinations made pursuant to paragraphs (5)(a) and (b) above and the city's general permit conditions into a significant industrial user permit.

F. Permit Supporting documentation. The Control Authority staff shall prepare the following documents for all significant Industrial User Permits:

- 1. An allocation table (AT) listing permit information for all Significant Industrial Users, including but not limited to permit limits, permit effective and expiration dates, and a comparison of total permitted flows and loads with Division approved maximum allowable loadings of the POTW, including flow, on forms or in a format approved by the Division. The AT shall be updated as permits are issued or renewed, and as permits are modified where the permitted limits or other AT information is revised.
- 2. The basis, or rationale, for the pretreatment limitations, including the following:

- a. Documentation of categorical determination, including documentation of any calculations used in applying categorical pretreatment standards; and
- b. Documentation of the rationale of any parameters for which monitoring has been waived under 40 CFR Part 403.12(e)(2).

2. *Permit synopsis.* A fact sheet providing a brief synopsis of the application shall be prepared by the POTW staff for submission to the applicant, the approval authority and made available to the public upon request. The contents of such fact sheets shall include at least the following information:

- a. A sketch or detailed description of the industrial facilities and pretreatment facilities including the location of all points of discharge to the POTW and all established compliance monitoring points;
- b. A quantitative description of the discharge described in the application which includes at least the following:
 - 1. The rate or frequency of the proposed discharge, if the discharge is continuous, the average daily flow;
 - 2. The actual average daily discharge in pounds per day of any limited pollutant and any pollutant identified in the application as known or suspected present; and
 - 3. The basis for the pretreatment limitations including the documentation of any calculations in applying categorical pretreatment standards.

G. Final action on significant industrial user permit applications.

- a. The POTW director shall take final action on all applications not later than 90 days following receipt of a complete application.
- b. The director is authorized to:
 - 1. Issue a significant industrial user permit containing such conditions as are necessary to effectuate the purposes of this article and N.C.G.S. 143-215.1;
 - 2. Issue a significant industrial user permit containing time schedules for achieving compliance with applicable pretreatment standards and requirements;
 - 3. Modify any permit upon not less than 60 days' notice and pursuant to subsection 8-2-56(I) of this article;
 - 4. Revoke any permit pursuant to subsection 8-2-60.1 of this article;
 - 5. Suspend a permit pursuant to subsection 8-2-60.1 of this article;
 - 6. Deny a permit application when in the opinion of POTW director such discharge may cause or contribute to pass through or an upset of the wastewater treatment plant or where necessary to effectuate the purposes of G.S. 143-215.1.

Hearings.—MOVED TO END SECTION OF SUO

A. *Initial adjudicatory hearing.* An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, a permittee/user assessed a civil penalty under subsection 8-2-60(b), or one issued an administrative order under subsection 8-2-60(a)(4) shall have the right to an adjudicatory hearing before a hearing officer designated by the POTW director upon making written demand, identifying the specific issues to be contested, to the POTW director within 30 days following receipt of the significant industrial user permit, civil penalty assessment, or administrative order. Unless such written demand is made within the time specified herein, the action shall be final and binding. The hearing officer shall make a final decision on the contested permit, penalty, or order within 45 days of the receipt of the written demand for a hearing. The POTW director shall transmit a copy of the hearing officer's decision by registered or certified mail.

- 1. *New permits.* Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a newly issued permit, the terms and conditions of the entire permit are stayed and the permit is not in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.

~~2. *Renewed permits.* Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a renewed permit, the terms and conditions of the existing permit remain in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.~~

~~a. *Final appeal hearing.* Any decision of a hearing officer made as a result of an adjudicatory hearing held under subsection 8-2-56(b)(8)a. above may be appealed, to the city council upon filing a written demand within 10 days of receipt of notice of the decision. Hearings held under this subdivision shall be conducted in accordance with city policies. Failure to make written demand within the time specified herein shall bar further appeal. The city council shall make a final decision on the appeal within 90 days of the date the appeal was filed and shall transmit a written copy of its decision by registered or certified mail.~~

~~b. *Official record.* When a final decision is issued under subsection 8-2-56(b)(8)b. above, the city council shall prepare an official record of the case that includes:~~

- ~~1. All notices, motions, and other like pleadings;~~
- ~~2. A copy of all documentary evidence introduced;~~
- ~~3. A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken.~~

~~c. *Judicial review.* Any person against whom a final order or decision of the city council is entered, pursuant to the hearing conducted under subsection 8-2-56(b)(8)b. above, may seek judicial review of the order or decision by filing a written petition within 30 days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, within the Superior Court of Guilford County along with a copy to the city. Within 30 days after receipt of the copy of the petition of judicial review, the city council shall transmit to the reviewing court the original or a certified copy of the official record.~~

H. *Permit modification.*

- A. Modifications of permits shall be subject to the same procedural requirements as the issuance of permits except as listed below. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.
 1. Changes in the ownership of the discharge when no other change in the permit is indicated;
 2. A single modification of any compliance schedule not in excess of four (4) months;
 3. Modification of compliance schedules (construction schedules) in permits for new sources where the new source will not begin to discharge until control facilities are operational.
 4. Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the wastewater contribution permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a wastewater contribution permit as required by subsection 8-2-56.2(B) the user shall apply for a wastewater contribution permit within 180 days after the promulgation of the applicable National Categorical Pretreatment Standard.
 5. A request for a modification by the permittee shall constitute a waiver of the 60-day notice required by G.S. 143-215.1(b) for modifications.

I. Permit conditions.

- A. The POTW director shall have the authority to grant a permit with such conditions attached as he believes necessary to achieve the purpose of this article and N.C.G.S. 143-215.1. Wastewater permits shall contain, but are not limited to, the following:
 1. A statement of duration (in no case more than five (5) years);
 2. A statement of non-transferability;
 3. Applicable effluent limits based on categorical standards or local limits or both;
 4. Applicable monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state and local law;
 5. Requirements for notifying the POTW in the event of an accidental discharge or slug load as defined in subsection 8-2-53(A);
 6. Requirements to implement a Plan or other controls for prevention of accidental discharges and/or slug loads as defined in subsection 8-2-53(A), if determined by the POTW Director to be necessary for the user;
 7. Requirements for immediately notifying the POTW of any changes at its facility affecting the potential for spills and other accidental discharges, or slug load as defined in subsection 8-2-53(A). Also see subsections 8-2-57.4 and 8-2-54.5; and
 8. A statement of applicable civil and/or criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule.
- B. In addition, permits may contain, but are not limited to, the following:
 1. Limits on the average and/or maximum rate of discharge, and/or requirements for flow regulation and equalization.
 2. Limits on the instantaneous, daily and/or monthly average and/or maximum concentration, mass, or other measure of identified wastewater pollutants or properties.
 3. Requirements for the installation of pretreatment technology or construction of appropriate containment devices, etc., designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the municipal wastewater system.
 5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the system.
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment.
 7. Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules.
 8. Requirements for immediate reporting of any instance of noncompliance and for automatic re-sampling and reporting within 30 days where self-monitoring indicates a violation(s).

9. Compliance schedules for meeting pretreatment standards and requirements.
10. Requirements for submission of periodic self-monitoring or special notification reports.
11. Requirements for maintaining and retaining plans records relating to wastewater discharges as specified in subsection 8-2-57.13 and affording the POTW director, or his representatives, access thereto.
12. Requirements for prior notification and approval by the POTW director of any new introduction of wastewater pollutants or of any significant change in the volume or character of the wastewater prior to introduction in the system.
13. Requirements for the prior notification and approval by the POTW director of any change in the manufacturing and/or pretreatment process used by the permittee.
14. A statement that compliance with permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the terms of the permit.
15. Other conditions as deemed appropriate by the director to ensure compliance with this article, and state and federal laws, rules, regulations, and the term of the permit.

J. ***Permit duration.***

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date.

K. ***Permit transfer.***

Industrial wastewater discharge permits are issued to a specific user for a specific operation. An industrial wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation.

L. ***Permit reissuance.***

A significant industrial user shall apply for permit reissuance by submitting a complete permit application in accordance with subsection 8-2-56.2 minimum of 180 days prior to the expiration of the existing permit. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-57 REPORTING REQUIREMENTS.

Sec. 8-2-57.1 *Baseline monitoring reports.*

- A. Within either 180 days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the POTW director a report which contains the information listed in paragraph (B) below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below:
 1. ***Identifying information.*** The name and address of the facility, including the name of the operator and owner.
 2. ***Environmental permits.*** A list of any environmental control permits held by or for the facility.
 3. ***Description of operations.*** A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

4. **Flow measurement.** Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e).
5. **Measurement of pollutants.**
 - a. The categorical pretreatment standards applicable to each regulated process.
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the POTW director of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average concentrations, shall be representative of daily operations and shall be analyzed in accordance with procedures set out in subsection 8-2-57.10 of this article and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4). Standard Pretreatment
 - c. When determining mass calculations, standard pretreatment conversion factors shall be used.
 - d. Sampling must be performed in accordance with procedures set out in subsection 8-2-57.11 of this article and 40 CFR 403.12(b) and (g), including 40 CFR 403.12(g)(4).
6. **Certification.**
A statement, reviewed by the user's current authorized representative as defined in subsection 8-2-53(A)(1) and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O & M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
7. **Compliance schedule.**
If additional pretreatment and/or O & M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O & M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in subsection 8-2-57.2 of this article.
8. **Signature and certification.**
All baseline monitoring reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.

Sec. 8-2-57.2 Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required by subsection 8-2-57.1(B)(7). of this article:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. These events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation;
- B. No increment referred to above shall exceed nine (9) months;
- C. The user shall submit a progress report to the POTW director no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to the POTW director.

Sec. 8-2-57.3 Reports on compliance with categorical pretreatment standard, deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the POTW director a report containing the information described in subsection 8-2-57.1(B)(4) through (6) of this article. For users subject to equivalent mass

or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measures of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.

Sec. 8-2-57.4 Periodic compliance reports.

- A. All significant industrial users shall, at a frequency determined by the POTW director, but in no case less than once every six (6) months, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the applicable flows for the reporting period. Sampling and analysis must be performed in accordance with procedures set out in subsections 8-2-57.10 and 8-2-57.11 of this section. All periodic compliance reports must be signed and certified in accordance with subsection 8-2-56.2(C) of this article.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user claim that sample results are unrepresentative of its discharge.
- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the POTW director, using the procedures prescribed in subsections 8-2-57.10 and 8-2-57.11 of this article, the results of this monitoring shall be included in the report.

8-2-57.5 Reports of changed conditions.

Each user must notify the POTW director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 90 days before the change. **The permittee shall not begin the changes until receiving written approval from the City.** See subsection 8-2-57. for other reporting requirements.

- A. The POTW director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under subsection 8-2-56.2 of this article.
- B. The POTW director may issue a wastewater discharge permit under subsection 8-2-56.2 of this article or modify an existing wastewater discharge permit under subsection 8-2-56.2 of this article in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow **or pollutant** increases of 20 percent (20%) or greater, and the discharge of any previously unreported pollutants; **increases or decreases to production; increases in discharge of previously reported pollutants; discharge of pollutants not previously reported to the City; new or changed product lines; new or changed manufacturing processes and/or chemicals; or new or changed customers.**

8-2-57.6 Reports of potential problems.

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine episodic nature, a non-customary batch discharge, or a slug load as defined in section 8-2-53(A), that may cause potential problems for the POTW, the user shall immediately telephone and notify the POTW director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by the POTW director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (A), above. Employers shall

ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

- D. All SIUs are required to notify the POTW immediately of any changes at its facility affecting the potential for spills and other accidental discharge, discharge of a non-routine, episodic nature, a non-customary batch discharge, or a slug load as defined in subsection 8-2-53(A).

Sec. 8-2-57.7 Reports from unpermitted users.

All users classified as Non-Significant Categorical Industrial Users under Section 8-2-53(A) shall provide appropriate reports to the POTW Director as the POTW Director may require. At a minimum, this shall include the Annual Certification of continuing to meet the Non-Significant Categorical Industrial User criteria as required under 40 CFR 403.12(q).

Sec. 8-2-57.8 Notice of violation; Repeat sampling and reporting.

- A. If sampling performed by a user indicates a violation, the user must notify the POTW director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the POTW director within 30 days after becoming aware of the violation. The user is not required to resample if the POTW director monitors at the user's facility at least once a month, or if the POTW director samples between the user's initial sampling and when the user receives the results of this sampling.
- B. If the POTW Director or designee has performed the sampling and analysis in lieu of the industrial user ~~does not require the user to perform any self-monitoring~~ and the POTW sampling of the user indicates a violation, the POTW Director (or designee) shall repeat the sampling and obtain the results of the repeat analysis within 30 days after becoming aware of the violations, unless one (1) of the following occurs:
 1. The POTW Director monitors at the user's facility at least once a month; or
 2. The POTW Director samples the user between their initial sampling and when the POTW receives the results of this initial sampling; or
 3. The POTW Director requires the user to perform sampling and submit the results to the POTW Director within the 30-day deadline of the POTW becoming aware of the violation.

Sec. 8-2-57.9 Notification of the discharge of hazardous waste.

- A. Any user who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: An identification of the hazardous constituents contained in the wastes, ~~an estimation of the mass and concentration of such constituents in the wastestream discharge during the calendar month~~, and ~~an estimation of the mass and concentration of such constituents~~ in the wastestream expected to be discharged during the following ~~twelve (12)~~ months. All notifications must take place no later than 180 days after the discharge commences. ~~The user shall not begin the discharge until receiving written approval from the City.~~ Any notification under this paragraph need be submitted only once for each hazardous waste discharge. However, notifications of changed conditions must be submitted under subsection 8-2-57.5 of this article. The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of subsections 8-2-57.1, 8-2-57.3, and 8-2-57.4 of this article.
- B. Discharges are exempt from the requirements of paragraph (A) above, during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specific in 40 CFR 261.30(d) and 261.33(e). Discharge of more than 15 kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR

- 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulation under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the POTW director, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.
 - D. In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 - E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal or State law.

Sec. 8-2-57.10 Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed by a laboratory certified by the State to perform the wastewater analyses in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard or unless otherwise performed in accordance with procedures approved by EPA or the City. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved EPA and the City. Analyses must be performed by a State certified lab for each parameter analyzed, if such certification exists for that parameter.

Sec. 8-2-57.11 Sample collection.

- A. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- B. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, volatile organic compounds, and any other pollutants as required by 40 CFR 136. The POTW shall determine the number of grabs necessary to be representative of the user's discharge. See 40 CFR 403.12(g)(5) for additional grab sample number requirements for BMR and 90-day compliance reports. Additionally, the [POTW director] may allow collection of multiple grabs during a 24-hour period which are composited prior to analysis as allowed under 40 CFR 136.
- C. Composite samples: All wastewater composite samples shall be collected with a minimum of hourly aliquots or grabs for each hour that there is a discharge. All wastewater composite samples shall be collected using flow proportional composite collection techniques, unless time-proportional composite sampling or grab sampling is authorized by the [POTW Director]. When authorizing time-proportional composites or grabs, the samples must be representative and the decision to allow the alternative sampling must be documented.

Sec. 8-2-57.12 Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States postal service, the date of receipt of the report shall govern.

Sec. 8-2-57.13 Record keeping. Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the date analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the POTW director.

Sec. 8-2-57.14 *Electronic reporting.*

The [POTW Director] may develop procedures for receipt of electronic reports for any reporting requirements of this section. Such procedures shall comply with 40 CFR Part 3. These procedures shall be enforceable under section 8-2-60 of this article. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-58 COMPLIANCE MONITORING.**Sec. 8-2-58.1 *Monitoring facilities.***

The city requires the user to provide and operate at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the city may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the city's requirements and all applicable local construction standards and specifications.

Construction shall be completed within 90 days following written notification by the city.

Sec. 8-2-58.2 *Inspection and sampling.*

The city will inspect the facilities of any user to ascertain whether the purpose of this article is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the city or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination and copying or in the performance of any of their duties. The city, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the city, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Denial of the POTW director's City's, approval authority's or EPA's access to the user's premises shall be a violation of this article. Unreasonable delays may constitute denial of access.

Sec 8-2-58.3 *Search warrants.*

If the POTW director City, approval authority, or EPA has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the city designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the POTW director City, approval authority, or EPA may seek issuance of a search warrant from the 18th Judicial District of Guilford County. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-59 CONFIDENTIAL INFORMATION

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the POTW director that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this article, the National Pollutant Discharge Elimination System (NPDES) permit, non-discharge permit and/or the pretreatment programs, provided however, that such portions of a

report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

All records relating to compliance with pretreatment standards shall be made available to officials of the approval authority and EPA upon request.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-60 ENFORCEMENT

Sec. 8-2-60.1 *Administrative remedies.*

A. *Notification of violation.*

Whenever the POTW director finds that any industrial user has violated or is violating this article, wastewater permit, or any prohibition, limitation or requirements contained therein or any other pretreatment requirement the POTW director may serve upon such a person a written notice stating the nature of the violation. Within 30 days from the date of this notice, an explanation for the violation and a plan for the satisfactory correction thereof shall be submitted to the city by the user. Submission of this plan does not relieve the discharge of liability for any violations occurring before or after receipt of the notice of violation. Violations will be administered according to the enforcement response plan (ERP).

B. *Consent orders.*

The POTW director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the discharger to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as an administrative order issued pursuant to section 8-2-60.1(D) below.

C. *Show cause hearing.*

The POTW Director may order any industrial user who causes or is responsible for an unauthorized discharge, has violated this article or is in noncompliance with a wastewater contributor permit to show cause why a proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least 10 days before the hearing. Service may be made on any agent or officer of a corporation.

The POTW director shall review the evidence presented at the hearing and determine whether the proposed enforcement action is appropriate. A show cause hearing under this section is not a prerequisite to the assessment of a civil penalty under subsection 8-2-60 nor is any action or inaction taken by the POTW director under this section subject to an administrative appeal under subsection 8-2-56.2 POTW director's final decision shall be to either proceed with the proposed enforcement action or to modify the action. Such modification may include but is not limited to the issuance of an order to the industrial user directing that, following a specified time period, the sewer service be discontinued unless facilities, devices or other related appurtenance shall have been installed and are properly operated. Further orders and directives as are necessary and appropriate may be issued.

D. *Administrative orders.*

When the POTW director finds that an industrial user has violated or continues to violate this article, permits or orders issued hereunder, or any other pretreatment requirement the POTW director may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

1. Immediately comply with all requirements;
2. Comply in accordance with a compliance time schedule set in the order;
3. Take appropriate remedial or preventive action in the event of a continuing or threatened violation.

E. *Emergency suspensions.*

The POTW Director may suspend the wastewater treatment service and/or wastewater permit when such suspension is necessary in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment, interferes with the POTW or causes the POTW to violate any condition of its NPDES or non-discharge permit.

Any user notified of a suspension of the wastewater treatment service and/or the wastewater permit shall immediately stop or eliminate the contribution. A hearing will be held within 15 days of the notice of suspension to determine whether the suspension may be lifted or the user's waste discharge permit terminated. In the event of a failure to comply voluntarily with the suspended order, the POTW director shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The POTW director shall reinstate the wastewater permit and the wastewater treatment service upon proof of the elimination of the noncompliant discharge. The industrial user shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the POTW director prior to the date of the above-described hearing.

F. *Termination of permit or permission to discharge.*

The POTW Director may revoke a wastewater discharge permit or permission to discharge for good cause, including, but not limited to, the following reasons:

1. Failure to accurately report the wastewater constituents and characteristics of his discharge;
2. Failure to report significant changes in operations, or wastewater constituents and characteristics;
3. Refusal of reasonable access to the user's premises for the purpose of inspection or monitoring; or
4. Violation of conditions of the permit or permission to discharge, conditions of this section, or any applicable state and federal regulations.

Noncompliant industrial users will be notified of the proposed termination of their wastewater permit and will be offered an opportunity to show cause under subsection 8-2-57.1 of this article why the proposed action should not be taken.

Sec. 8-2-60.2 *Civil penalties.*

- A. Any user who is found to have failed to comply with any provision of this article, or the orders, rules, regulations and permits issued hereunder, may be **fin** assessed a civil penalty up to twenty-five thousand dollars (\$25,000) per day per violation. Such assessments may be added to the user's next scheduled sewer service charges and the POTW shall have such remedies for the collection of such assessments as it has for collection of other service charges (40 CFR 403.8(f), GS 143-215.6A(a)).
 1. Penalties between \$10,000 and \$25,000 per day per violation may be assessed against a violator only if:
 - a. For any class of violation, only if a civil penalty has been imposed against the violator within the five (5) years preceding the violation, or
 - b. In the case of failure to file, submit, or make available, as the case may be, any documents, data, or reports required by this section, or the orders, rules, regulations and permits issued hereunder, only if the POTW director determines that the violation was intentional and a civil penalty has been imposed against the violator within the five (5) years preceding the violation.
- B. In determining the amount of the civil penalty, the POTW director shall consider the following:
 1. The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting from the violation;
 2. The duration and gravity of the violation;
 3. The effect on ground or surface water quantity or quality or on air quality;
 4. The cost of rectifying the damage;
 5. The amount of money saved by noncompliance;
 6. Whether the violation was committed willfully or intentionally;
 7. The prior record of the violator in complying or failing to comply with the pretreatment program;
 8. The costs of enforcement to the City.
- C. Appeals of civil penalties assessed in accordance with this section shall be as provided in subsection 8-2-70.

8-2-60.3 Other available remedies.

- A. Remedies, in addition to those previously mentioned in this article, are available to the POTW director/superintendent who may use any single one (1) or combination against a noncompliant user. Additional available remedies include, but are not limited to:

1. ***Criminal violations.***

The district attorney for the (18th) judicial district may, at the request of the city, prosecute noncompliant users who violate the provisions of N.C.G.S. 143-215.6B. (Note: Under North Carolina law, it is a crime to negligently violate any term, condition, or requirement of a pretreatment permit, or negligently fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(f)), to knowingly and willfully violate any term, condition, or requirement of a pretreatment permit, or knowingly and willfully fail to apply for a pretreatment permit, issued by local governments (G.S. 143-215.6B(g)), to knowingly violate any term, condition, or requirement of a pretreatment permit issued by local governments, or knowingly fail to apply for a pretreatment permit, knowing at the time that a person is placed in imminent danger of death or serious bodily injury, (G.S. 143-215.6B(h)), and to falsify information required under Article 21 of Chapter 143 of the General Statutes (G.S. 143-215.6B(i)).

2. ***Injunctive relief.***

Whenever an industrial user is in violation of the provisions of this article or an order or permit issued hereunder, the POTW director, through the city attorney, may petition the superior court of justice for the issuance of a restraining order or a preliminary and permanent injunction, which restrains or compels the activities in question.

3. ***Water supply severance.***

Whenever an industrial user is in violation of the provisions of this article or an order or permit issued hereunder, water service to the industrial user may be served and service will only recommence, at the user's expense, after it has satisfactorily demonstrated consistent compliance.

4. ***Public nuisances.***

Any violation of the prohibitions or effluent limitations of this article or of a permit or order issued hereunder, is hereby declared a public nuisance and shall be corrected or abated as directed by the POTW director. Any person(s) creating a public nuisance shall be subject to the provisions of subsections 8-2-54(a)(2)f. and 8-2-60(b) of the sewer use ordinance.

8-2-60.4 Remedies nonexclusive.

The remedies provided for in this article are not exclusive. The POTW director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the POTW director may take other action against any user when the circumstances warrant. Further, the POTW director is empowered to take more than one (1) enforcement action against any noncompliant user. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-61 ANNUAL PUBLICATION OF REPORTABLE NONCOMPLIANCE

At least annually, the POTW Director shall publish in the largest daily newspaper circulated in the service area, a list of those industrial users which are found to be in significant noncompliance, also referred to as reportable noncompliance in 15A NCAC 2H .0903(b)(10), with this article or any order or permit issued hereunder, during the 12-month period since the previous publication. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-62 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS.

Sec. 8-2-62.1 Upset.

- A. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (2), below, are met.
- B. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. An upset occurred and the user can identify the cause(s) of the upset;
 2. The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and
 3. The user has submitted the following information to the POTW director within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- C. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- D. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- E. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec. 8-2-62.2 Prohibited discharge standards defense.

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in subsection 8-2-54.1 of this article or the specific prohibitions in subsections 8-2-54.1(B)(2), (B)(5), (B)(7) through (11), (B)(13) through (22) of this article if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially, in nature or constituents from the user's prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

Sec. 8-2-62.3 Bypass.

- A. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subparagraphs (B) and (D) of this section.
- B. If a user knows in advance of the need for a bypass, it shall submit prior notice to the POTW director, at least 10 days before the date of the bypass, if possible.
- C. A user shall submit oral notice to the POTW director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of this time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The POTW director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- D. Bypass is prohibited, and the POTW director may taken an enforcement action against a user for a bypass, unless:

1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 3. The user submitted notices as required under subparagraph (C) of this section.
- E. The POTW director may approve an anticipated bypass, after considering its adverse effects, if the POTW director determines that it will meet the three (3) conditions listed in subparagraph (D). of this section.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-63 SEVERABILITY.

If any provision, paragraph, word, or section of this article is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, section, and chapters shall not be affected and shall continue in full force and effect. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-64 CONFLICT.

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this article are hereby repealed to the extent of such inconsistency or conflict.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-65 SEPTIC TANK WASTE.

No person shall discharge into the sanitary sewerage system any waste from any septic tank or other private sewage disposal device except under the following conditions:

- A. Only waste of domestic character (or other waste approved on special arrangement and in advance which in the opinion of the director of public services will not be detrimental to operation of the pollution control plants) will be allowed.
- B. All waste shall be discharged at either the eastside or westside pollution control plant at the discretion of the director of public services or his authorized representative and under the supervision of the operator on duty.
- C. Persons desiring to discharge waste in accordance with this section shall make application to and contract with the director of public services for such service, and obtain septage vouchers.
- D. Fee for septage vouchers shall be paid for in advance at the rate set forth in a rate schedule adopted by city council for each truckload of 1,000 gallons or fraction thereof.
- E. Prior to discharging any waste, the truck driver will complete the septage voucher, which shall be submitted to the operator on duty, setting forth the name of the individual, firm or corporation responsible for the waste, the name of the driver of the waste-carrying vehicle, the date and time of discharge, and the name, address and telephone number of the owner of each premises where the waste was collected.
- F. All waste-carrying vehicles shall have clear permanent markings showing the owner's name, address, Guilford County Health Department permit number and waste-carrying capacity in gallons.
- G. If at any time, in the opinion of the director of public services, the best interest of the city will be served by discontinuance of this service, then no more such wastes shall be accepted from any person, firm or corporation.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-66 SEWER CONNECTIONS—COMPULSORY RULES AND REGULATIONS FOR PERMANENT PAVEMENT OF STREET

All owners, whether in fee or as life tenants, of houses or lots abutting on a street where a public sewer is laid, or which otherwise have access to a public sewer, shall connect all water closets or privies on such property with the sewer system, under such rules and regulations as are prescribed by the city council, and in the event that an order has been made for the permanent paving of any street, the sewer department shall make a connection from the sewer line to the curb line in front of each lot. Such connection shall be 15 feet from the lower property line when practicable. (Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-67 SEWER CONNECTIONS—PROCEDURE FOR COMPELLING

Whenever any property in the city or within its service area shall be required by this article to be connected with the sewer system, the procedure for compelling the connection to be made shall be as follows: 30 days' notice printed or written requiring such connection shall be served by the director of public services of the city on the owner of the property if he is a resident of the city or on his agent if such owner is a nonresident, and where a nonresident has no agent in the city then such notice shall be published for 10 days in a newspaper published in the city.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-68 SEWER CONNECTIONS—REFUSAL TO MAKE

It shall be unlawful for any property owner whose property or premises shall be required by the ordinances of the city to be connected with the public sewerage system to refuse or neglect to make connection in the manner required.(Ord. No. 6486/07-81, § 1, 9-20-07)

Sec. 8-2-69 SEWER CONNECTIONS--FEES

- A. The charges for sewer connections shall be as prescribed in a rate schedule adopted by city council.
- B. Any person residing outside of the corporation limits of the city and seeking permission to tap on any sewer line located outside the city must first make written application to the city council and must furnish a set of approved plans, from which no additions or deletions shall be made without city approval, showing any information concerning the location, size, depth and length of main to be laid and any other information deemed necessary and requested by the public services department and must secure the approval of the public services department and of the city council before such connection is made.
- C. Any person who shall receive such permission to tap on to the city sewer system shall not permit any extension of such main to serve any other family, firm or corporation unit except by special permission of the city council.
- D. The city reserves the right to have any waste matter going into the city's sewer main or sewer system to be checked and examined to determine whether such material or waste matter is corrosive, volatile, suffocating, flammable or explosive and/or would result in damage or destruction of the city's sewer line or system and if found hazardous or damaging to the city system, the owner shall be required to remove such waste from the city system.
- E. Drawings and specifications for all laterals required for industrial or residential development must be submitted to and approved by the director of public services.
- F. Charges for sewer connections outside the corporate limits of the city shall be submitted as outlined in a rate schedule adopted by city council, plus an additional amount as set forth in a rate schedule adopted by the city council per front foot of lot tract based on division or use. If the tap on is made to an outfall line, the same charge based on frontage shall apply, except for residences on undivided farm land where a frontage of 100 feet will be assumed.
- G. Where such sewer lines are in a street right-of-way, the city shall extend the connection to the curb line; where such sewer lines are not in a street right-of-way, the city shall extend the connection at the most convenient point within the right-of-way of the sewer main or outfall.
- H. Any person, firm or corporation found to be illegally connected to the sanitary sewer system of the city shall be required to pay a penalty as set forth in a rate schedule adopted by city council plus the usual connection fee and service charges as determined by the public services department for the period of illegal use. After payment of the determined amount of money, the person, firm or corporation must submit an application, on forms supplied by the city; provided that sewer connection charges on lines installed under the agreement with Guilford County shall be the same rate for sewer connections inside the corporate limits.
- I. Any property owner desiring to connect to a sewer main laid under assessment shall, in addition to the regular tap-on fee, pay an amount equal to his prorated share of the assessment.
(Ord. No. 6486/07-81, § 1, 9-20-07)

Section 8-2-70 HEARINGS

A. Initial Adjudicatory hearing.

An applicant whose permit is denied, or is granted subject to conditions he deems unacceptable, a permittee/user assessed a civil penalty under subsection 8-2-60.2, or one issued an administrative order under subsection 8-2-60.1(D) shall have the right to an adjudicatory hearing before a ~~hearing officer designated by the POTW director~~ the POTW Director or other hearing officer appointed by the POTW Director upon making written demand, identifying the specific issues to be contested, to the POTW Director within 30 days following receipt of the significant industrial user permit, civil penalty assessment, or administrative order. Unless such written demand is made within the time specified herein, the action shall be final and binding and further appeal is barred. For modified permits, only those parts of the permit being modified may be adjudicated.

The hearing officer shall make a final decision on the contested permit, penalty, or order within 45 days of the receipt of the written demand for a hearing. The POTW director shall transmit a copy of the hearing officer's decision by registered or certified mail as described in paragraph (b) below. The decision is a final decision for the purposes of seeking judicial review. The terms and conditions of a permit under appeal shall be as follows:

1. **New permits.** Upon appeal, including judicial review in the General Courts of Justice, of the terms or conditions of a newly issued permit, the terms and conditions of the entire permit are stayed and the permit is not in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
2. **Renewed permits.** Upon appeal, including judicial review in the general courts of justice, of the terms or conditions of a renewed permit, the terms and conditions of the existing permit remain in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.
3. **Terminated Permits.** Upon appeal, including judicial review in the General Courts of Justice, of a terminated permit, no permit is in effect until either the conclusion of judicial review or until the parties reach a mutual resolution.

B. Final appeal hearing. Any decision of a hearing officer made as a result of an adjudicatory hearing held under paragraph (A) above may be appealed, to the City Council upon filing a written demand within 10 days of receipt of notice of the decision. Hearings held under this subdivision shall be conducted in accordance with city policies. Failure to make written demand within the time specified herein shall bar further appeal. The city council shall make a final decision on the appeal within 90 days of the date the appeal was filed and shall transmit a written copy of its decision by registered or certified mail as described in paragraph (C) below. The decision is a final decision for the purposes of seeking judicial review.

C. Official record. When a final decision is issued under paragraph (A) above, the Hearing Officer shall prepare an official record of the case that includes:

1. All notices, motions, and other like pleadings;
2. A copy of all documentary evidence introduced;
3. A certified transcript of all testimony taken, if testimony is transcribed. If testimony is taken and not transcribed, then a narrative summary of any testimony taken.
4. A copy of the final decision of the Hearing officer

D. Judicial Review. Any person against whom a final order or decision of the Hearing Officer is entered, pursuant to the hearing conducted under paragraph (A) above, may seek judicial review of the order or decision by filing a written request for review by the Superior Court of Guilford County within 30 days after receipt of notice by registered or certified mail of the order or decision, but not thereafter, along with a copy to the City. Within 30 days after receipt of the copy written request for the review by the Court, the Hearing Officer shall transmit to the reviewing court the original or a certified copy of the official record.

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

**STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-06
December 17, 2012**

Request	
Applicant: Thomas Built Buses, Inc.	Proposal: To allow a security fence and pedestrian gate to encroach into the right-of-way of Tryon Avenue.

Adjacent Streets		
Name:	Classification:	R/W and Pavement Width:
Tryon Avenue	Local street	R/W width varies, 26 foot curb & gutter (+/-)

Analysis

The applicant is requesting permission to allow a fence and security entry point to be constructed within the northern side of the Tryon Avenue right-of-way. The fence would encroach for approximately 270 linear feet. The fence would be constructed in front of, and enclose, the existing manufacturing facility located at 1116 Tryon Avenue.

The encroachment would consist of a chain link fence, with a height of 6-feet, topped with barb wire, and a pedestrian entry point. The applicant has stated the need for the fencing to secure the existing manufacturing building and the grounds of the site. The existing building (which was constructed in 1972 according to Guilford County records) is located five feet from the right-of-way of Tryon Avenue. There is a pedestrian exit on the façade facing Tryon Avenue, with stairs leading down from the floor elevation of the building to the adjacent grade. Given the proximity of the building and the exit door to the road, it is necessary to place the fence into the right-of-way so as to ensure enough room inside the fence for pedestrian movement.

The Technical Review Committee reviewed this request on November 7, 2012, and determined that the proposed encroachment would not obscure the safe line-of-sight for motorists using Tryon Avenue. There is no sidewalk located along the north side of Tryon Avenue. TRC noted that the applicant's original proposal, being a fence located 6-feet from the back of curb, would hinder the City's ability to install and maintain a sidewalk in the future. At the Transportation Department's request, the applicant has therefore altered the proposal to reduce the encroachment distance by 2 feet from the original request of 6 feet from back of curb to 8-feet from the back of curb, which addressed those concerns.

This site is located in a Heavy Industrial (HI) zoning district. A plan view and drawing of the proposed encroachment is attached, as well as a copy of the encroachment petition.

Findings

The Technical Review Committee (TRC) supports the encroachment agreement as revised and signed by the Thomas Built Buses, Inc. The proposal would not affect safe sight distance for motorists using Tryon Avenue.

Recommendation

TRC recommends approval of the requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Doug Loveland AICP, and was reviewed by Mark Schroeder, AICP and Bob Robbins AICP.

ORGANIZATIONAL MEETING

December 6, 2012

9:00 A.M.

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present.

Mayor Bernita Sims, Council Member Britt Moore (At-Large), Council Member Rebecca R. Smothers (At-Large), Council Member Jeff Golden (Ward 1), Council Member Foster Douglas (Ward 2), Council Member Judy Mendenhall (Ward 3), Council Member James Davis (Ward 5), and Council Member Jason Ewing (Ward 6)

Mayor Sims offered the invocation; the Pledge of Allegiance followed.

REGULAR MEETING ITEMS

120320 Receipt of the November 6, 2012 Municipal Election Results

Council is requested to acknowledge receipt of the canvassed results of the Municipal General Election held on Tuesday, November 6, 2012 for the Mayor and High Point City Council.

Attachments: [Abstract of Votes - 2012 Municipal Election.pdf](#)

Acknowledged receipt of the canvassed results of the Municipal General Election held on Tuesday, November 6, 2012 for the Mayor and High Point City Council.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, to acknowledge receipt of the canvassed results of the Municipal General Election held on Tuesday, November 6, 2012. The motion PASSED by a 9-0 unanimous vote.

120316 Election of Mayor Pro Tem

Election of Mayor Pro Tem to serve period of December 6, 2012 - December 31, 2013.

Council Member Smothers moved that Council Member Britt Moore serve as Mayor Pro Tem from December 6, 2012 to December 31, 2013. Council Member Wagner made a second to the motion.

Mayor Sims asked if there were any other nominations. She explained the one-year term for Mayor Pro Tem is basically keeping with what has been done in the past and noted the City Council changed it several years ago so all members on Council would be eligible to serve as Mayor Pro Tem instead of restricting it to the two At-Large members. Council Member Douglas questioned how this was changed and it was noted that the City Council took action and made the change. Mayor Sims clarified that anyone currently serving on Council is eligible to serve as Mayor Pro Tem and again asked if there were any additional nominations.

There being none, the floor was closed for nominations and she called for a vote on the motion to nominate Council Member Britt Moore to serve as Mayor Pro Tem.

The motion carried by the following 8-1 vote:

Aye (8): Mayor Sims, Mayor Pro Tem Moore, Council Member Davis, Council Member Ewing, Council Member Golden, Council Member Mendenhall, Council Member Smothers, and Council Member Wagner

Nay (1): Council Member Douglas

120319

Ordinance Establishing dates and times for official sessions- High Point City Council

Council is requested to adopt an ordinance establishing dates and times for official sessions of the High Point City Council.

[ordinance establishing meeting dates and times](#)

Attachments:

Mayor Sims noted prior to this, Council typically had three committees (Finance; Public Safety & Community Development; and Planning & Development, Economic Development & Information Technology), but based on the number of new individuals on Council she was recommending to do away with these committees and go with Meetings of the Committee of the Whole so that everybody has an opportunity to hear the information, and be involved and engaged in the discussions. She explained that as issues come up around these areas, they will be addressed with the Committee of the Whole and all members on Council are requested to be present at these meetings. The meetings of the Committee of the Whole will be held on Thursday following the 1st Monday regular meeting and she pointed out the City Manager Briefing Sessions are on the meeting schedule to be held on the Thursday following the 3rd Monday regular meeting. She encouraged Council to go ahead and block these times on their calendars although it might not be necessary to meet every time during these times. Mayor Sims explained that Council can still make all actions final at the Monday regular meeting as has been done in the past.

Council Member Wagner asked for clarification as far as the time for the Thursday meetings. Mayor Sims noted the Thursday morning meetings would be held at 9:00 a.m. and asked that the Ordinance be revised to reflect this time. Council Member Davis asked about the possibility of making the meeting times on Thursday mornings earlier and Mayor Sims felt 9:00 a.m. is a good time because it allows staff to get to work, get situated and get things in place for the meeting. Council Member Douglas questioned who would chair the meetings of the Committee of the Whole and do the legwork for issues that arise. Mayor Sims advised that she would chair all meetings and reiterated that all the Council, as a group, will handle those issues and concerns during the 9:00 a.m. Thursday morning meetings.

There being no further questions or discussion, Council adopted the Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council with the addition of 9:00 a.m. for the Meetings of The Committee of the Whole on Thursday following the 3rd Monday and 9:00 a.m. for the City Manager's Briefing Sessions on Thursday following the 3rd Monday regular meeting.

A motion was made by Council Member Mendenhall, seconded by Council Member Moore, that this Ordinance be adopted with the revisions as noted above. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 6964/12-80

Introduced 12/6/2012; Adopted 12/6/2012

Ordinance Book, Volume XVII, Page 80

120317

Liaison Appointments to Boards/Commissions

Council is requested to confirm the liaison appointments for the term of December 2012 - December 2014.

Attachments: [Boards Commissions Liaison Members](#)

Mayor Sims referred Council to the liaison appointments for the 2012-2014 term and asked if there were any questions. Council Member Golden asked that his name be removed as one of the liaisons to the Parks & Recreation Commission; Mayor Sims concurred. Mayor Sims also called Council's attention to the three Mayor's Commissions on Cultural Arts; Youth, Education & Families; and Millennials and once these are established, it is her sincere desire to use some of those individuals who actually ran for office and did not prevail in an effort to keep them engaged in the happenings in the city. She explained that she would soon be forwarding an outline and work plans for these commissions to Council that would help explain their purpose. She also noted the spaces on the liaison list are blank because none of the Council Members volunteered to serve in those capacities and asked if anyone would like to serve as liaison to the Guilford County Local Emergency Planning Committee. Council Member Smothers wondered if this group would still be needed in light of the recently approved local emergency plan that was done in collaboration on a county-wide basis. Mayor Sims suggested that Mr. Boynton contact the group to determine their needs and if it is necessary for a council member to be assigned to that particular organization.

Approved the Board/Commissions/Liaison Members for the 2012-2014 High Point City Council. [copy of the list will be attached in Legistar as a permanent part of these proceedings]

A motion was made by Council Member Moore, seconded by Council Member Ewing, to confirm these liaison appointments for the term 2012-2014. The motion PASSED by a 9-0 unanimous vote.

120318

Boards & Commissions - Planning and Zoning Commission - Ed Spivey

Council is requested to confirm the appointment of Ed Spivey to the Planning and Zoning Commission as the Ward 3 appointment. Appointment to be effective December 12, 2012 and will expire July 1, 2015.

Attachments: [SPIVEY Ed 2012.pdf](#)

Council Member Mendenhall brought the name of Ed Spivey forward for consideration for her Ward 3 appointment on the Planning & Zoning Commission.

Appointed Ed Spivey to the Planning & Zoning Commission as the Ward 3 appointment.

A motion was made by Council Member Mendenhall, seconded by Council Member Smothers, that this appointment be approved. The motion PASSED by a 9-0 unanimous vote.

Questions Regarding Appointments and Process

Council Member Wagner asked about the effect of the redistricting on the various seats for these boards and commissions and noted his Ward 4 appointee currently serving on the Planning & Zoning Commission is Mr. McKenzie, but as a result of the redistricting, he is now a resident of Ward 3. It was noted that it would have no effect because these appointments are actually made by the Council Member and may or may not actually be within that ward. Council Member Davis asked about the process for bringing

recommendations forward for consideration of appointment and was informed that he could go through the city manager or the city clerk to get it placed on the agenda.

Council Member Douglas questioned some appointments recently made because he thought Council was not going to make any appointments until after the election. He felt Mayor Sims' appointment of Carson Lomax as the Ward 1 representative on the Planning & Zoning Commission before the new Council was seated was premature because it kept Council Member Golden, current Ward 1 representative on Council, from being able to appoint someone of his choice. Mayor Sims offered to defer her Mayor's appointment on the Planning & Zoning Commission to Council Member Golden if there is someone he thinks should be on the Planning & Zoning Commission. Council Member Smothers shared that she did recommend the reappointment of Bob Davis to the Housing Authority, but only after conferring with Mayor Sims.

For Information Only:

Updates from Council Member Liaisons

Mayor Sims informed Council that she would like to hear updates at the Monday meetings from the liaisons serving on the various boards and commissions.

Issues that Need to be Fast-Track

Mayor Sims reported that she has talked with the manager and there are some issues that need Council's attention within the next 90 days: update on the city's financials; update on bond projects; and ethics training. She explained that the ethics training is required for any elected official and has to be completed within one year of election or reelection to office. City Manager Strib Boynton noted he has been working with Ellis Hankins with the North Carolina League of Municipalities trying to plan a training session for the newly elected officials and the ethics training would be part of that. He asked Council to pencil in the date of January 11th as a possible time for the training session.

Council Retreat

Mayor Sims informed Council that they should also be aware that the City Council will hold a Retreat sometime in January and it has generally been held on Saturdays in the past. Staff will be reviewing the calendars and getting some dates out soon for this. Mr. Boynton shared that as part of this, Council will be invited to participate in a tour of some of the city facilities.

Council Discussion on Issues/Priorities

Council Member Smothers noted that it has generally been a custom for the newly elected Council to sit as a group and discuss various areas of interests (individually and as a group) in order to build an agenda as the new Council moves forward. Mayor Sims explained she does plan on sharing the information she has already gathered from the Council Members and as soon as a time could be scheduled, she did plan to sit down as a group and discuss the priorities. Discussion on these would be needed to formulate both the federal and state legislative agendas.

City Project Update (Duany Study)

Mayor Sims reported that a meeting is scheduled for Thursday, December 20th to discuss the City Project Update (Duany Study).

Legislative Agenda

Mr. Boynton informed Council that Fred Baggett plans on bringing some items to Council on Monday, December 17th during the Committee of the Whole Finance meeting and looking for some direction from Council.

High Point Student Human Relations Commission Presentation

Al Heggins, Director of the High Point Human Relations Department, introduced about 100 students and advisors who were present to share stories about the Student Human Relation Commission programs and the White Privilege Conference held in Albuquerque, New Mexico in March. Ms. Heggins started off with a Power Point presentation that provided some background information on the High Point Student Human Relations Commission (a youth leadership program with a focus on human civil rights and relations). The Student Commission is comprised of nine public and private home schools serving High Point with the following schools participating: Academy at Central; American Red Cross Youth Group (homeschooled); High Point Central; Middle College at GTCC-HP; Penn-Griffin School for the Arts; Southern Guilford; Southwest Guilford; T. Wingate Andrews; and Westchester Country Day.

The following students addressed Council: Shan Faizi, Co-Chair; Mahnaz Shujrah, Co-Chair; Kimberly Watson; Marcus Mitchell; Decephus Lee; Howard Collins; Kendall Tate; Daniel Parks; Zena LeGrande; Rebecca Webster; Kimberly Watson; Nathaniel Parks; Josh; Horacio DeLeon; Kimberly Watson; Alex Tobar; Thomas Lyons; Mary Morgan Dixon.

The following adults were present: Miche Franken- HPSHRC Advisor GTCC High Point; Cynthia Parks- HPSHRC Advisor Southern Guilford; George Rubenstein- HPSHRC Advisor High Point Central; Cheryl Cunningham- HPSHRC Advisor Westchester Academy; Liz Foster- President, Guilford County Association of Educators; and Monica Walker- Guilford County Schools Diversity Officer.

Elizabeth Foster, President- Guilford County Association of Educators, announced the award of an NEA Urban Grant.

Following the presentations, Mayor Sims noted she has seen tremendous growth in the Human Relations Department since being on Council for the past ten years and this is cutting edge on what the future of the community will be with foundational work that will be impactful to the community. She commented this is important work that the city does.

The students then made a special presentation to City Manager Strib Boynton and presented him with a Certificate of Appreciation for his support.

St. Mary's Grand Opening

Council Member Wagner mentioned St. Mary's open house and tours this Saturday from 1:00 p.m. to 3:00 p.m. with a piano recital following at 3:00 p.m.

Suggestion to Televisе Meetings

In an effort to promote and encourage community involvement accountability and transparency, Council Member Douglas suggested that Council may want to consider televising its meetings. Mayor Sims explained this has been considered in the past, but was put on the back burner due to the cost for upfitting the Council Chambers to have that capability. She suggested that perhaps staff could go back and review the numbers to see if it might be a possibility because it is the will of Council.

More on Attorney Tom Terrell Representing the City (Perceived Conflict of Interest)

Council Member Douglas stated he wants to make sure the city is practicing good ethics and although he has no ill feelings toward Tom Terrell, he felt he should not be allowed to represent High Point if he is representing other clients who come before Council. Council Member Smothers explained the city would be hard-pressed to find where there is not interaction between legal firms in one way or another and asked if City Attorney JoAnne

Carlyle could possibly get a ruling on this. Ms. Carlyle noted that she and Mr. Boynton have looked into it and found there is no conflict. Mayor Sims suggested staff get a third party to confirm these thoughts.

ADJOURNMENT

There being nothing further to come before Council, the meeting adjourned at 10:50 a.m. upon motion duly made and seconded.

Respectfully Submitted,

Bernita Sims, Mayor

Attest:

Lisa B. Vierling, MMC
High Point City Clerk



MEMORANDUM

TO: Mayor, City Council and City Manager

FROM: *REM* Randy E. McCaslin, Assistant City Manager

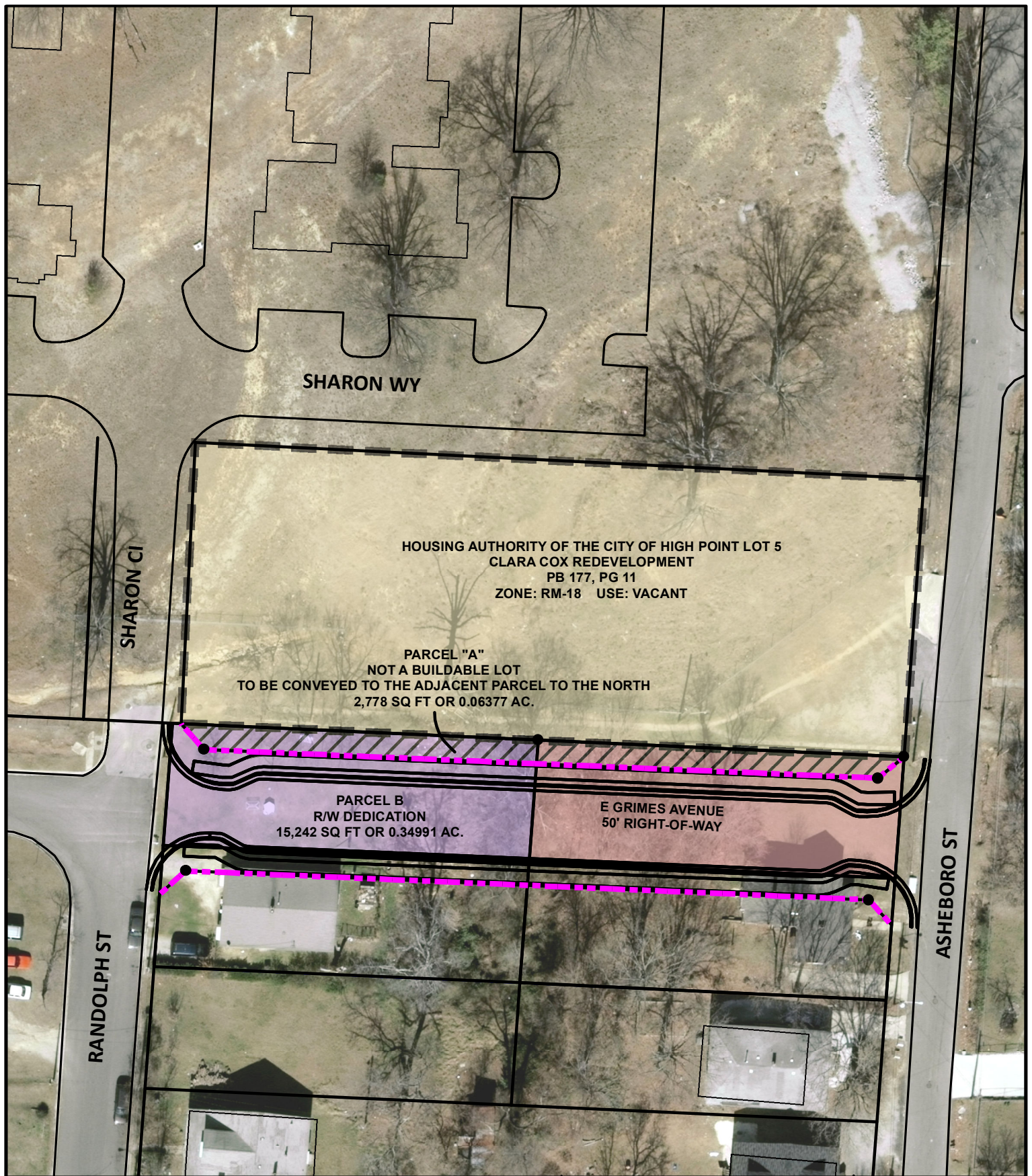
DATE: December 11, 2012

SUBJECT: Remnant Property Return to High Point Housing Authority

Enclosed you will find a Resolution authorizing the return of unused property from the extension of East Grimes Avenue from Randolph to Asheboro Streets, to the High Point Housing Authority. Earlier this year, the City completed this project in cooperation with the Housing Authority.

On the enclosed map, you will see two shaded lots - one fronting on Randolph Street and the second fronting on Asheboro Street - over which the East Grimes Avenue extension was constructed. These two lots were purchased by the Housing Authority and deeded to the City for this street construction. The City agreed at the time, that if there was any property not needed for the street right of way, it would be returned to the Housing Authority, as they have plans to construct residential units fronting on this extension of East Grimes Avenue. The hatched area on the map (2,778 square feet or 0.06377 acre) is the unused land we are recommending be returned to the Housing Authority.

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



High Point Housing Authority Property
Lot 5 Clara Cox Redevelopment

**Planning & Development
Department**

City of High Point

Date: December 11, 2012



Scale: 1" = 50'

High Point City Council

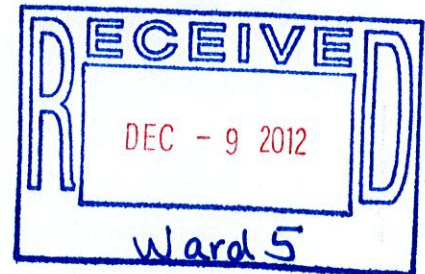
Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: Gary Richardson Ollis **Date Submitted:** Dec. 9, 2012
Street Address: 3832 Beverly Hills DR.
High Point NC 27265

Email: ollisgary@hotmail.com

Employer: Lowes home imp.
Business Address: 2600 N. Main st. High Point NC.
Phone home: 336-869-3343 **work:** 336-889-8600 **fax:**



Do you live inside the corporate limits of High Point? **Yes**
If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Parks & Recreation Commission**
2. **Parks & Recreation Commission**
3. **Parks & Recreation Commission**

Have you participated in the City Government 101 Course? **No**

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.
Retired from the city of High Point P&R dept.