

City of High Point

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



Meeting Agenda

Monday, December 7, 2020

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Britt W. Moore (At Large), Mayor Pro Tem

*Tyrone Johnson (At Large), Cyril Jefferson (Ward 1), Christopher Williams (Ward 2),
Monica L. Peters (Ward 3), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5), and
Michael Holmes (Ward 6)*

As part of the city of High Point's on-going COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting.

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

[2020-484](#)

Recognition - Planning & Zoning Commission / Historic Preservation Commission

Mayor Wagner will recognize the record of service for past Planning & Zoning Commissioners Marie Stone and Jim Armstrong, and past Historic Preservation Commissioners Annette Cox and Julius Clark.

STRATEGIC PLAN UPDATE

2020-510

Strategic Plan Update- Code Enforcement Activity for November 2020

Council will receive an update on the Strategic Plan from Mayor Pro Tem Williams, Chair of the Community Development Committee.

Attachments: Strategic Update - Code Enforcement Activity Report for November 2020.pdf

PUBLIC COMMENT PERIOD

[2020-483](#)**Public Comment Period**

A Public Comment Period will be held on Monday, December 7, 2020 at 5:30 p.m. As part of the city of High Point's COVID-19 mitigation efforts, in-person public attendance will not be allowed at this meeting. Instead, the city will be live streaming this meeting. Once the City Council is in Session, please click on the following link to listen to the meeting as it is being live-streamed

www.highpointnc.gov/VirtualPublicMeeting
<<http://www.highpointnc.gov/VirtualPublicMeeting>>

Although the public is unable to physically participate in the meeting, the public can submit comments by

1. Calling 336-883-3522 and leaving a message, or by
2. Emailing written comments to publiccomment@highpointnc.gov or by
<<mailto:publiccomment@highpointnc.gov>>, or by
3. Dropping off written comments in the city of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots.

All comments received will be forwarded to the City Council and will be incorporated as part of the permanent proceedings of the December 7, 2020 City Council Meeting. The City of High Point's Public Comment Policy restricts comments to no more than three (3) minutes which will apply for the telephone message submission. Email submissions and written comments should be kept at 350 words or less. The deadline for submitting public comments is Friday, December 4 at 5:00 p.m.

FINANCE COMMITTEE - Council Member Moore, Chair**CONSENT AGENDA ITEMS**[2020-473](#)**Comprehensive Annual Financial Report (CAFR) 2019-2020**

City Council is requested to acknowledge receipt of the City of High Point Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 and related required communications from the City's auditors, Cherry Bekaert LLP.

Attachments: [Council Memo Acknowledge Receipt of CAFR-2020.pdf](#)

[2020-474](#)**Contract - NC State Purchasing Contract 725G - Motorola Radio Purchase**

City council is requested to award a contract to Motorola Solutions, Inc. using NC State Purchasing Contract 725G in the amount of \$420,000.60 to purchase sixty (60) portable radios and forty (40) mobile radios as part of the annual eight (8) year radio replacement cycle and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [Motorola Radio Purchase.pdf](#)

[SIGNED Recommendation Form - Council Approval Motorola Radio Consol](#)

[2020-475](#)**Contract - H-GAC (TX) purchasing contract EC07-20 - Xybix Solutions, Inc - 911 Communication Center Console Workstations - High Point Police Department Headquarters**

City Council is requested to award a contract to Xybix Solutions, Inc. in the amount of \$356,421.23 using funds provided by the state of North Carolina 911 Board to purchase 911 Communication Center console workstations via H-GAC (TX) purchasing contract EC07-20 and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [911 Console Workstation Purchase.pdf](#)

[SIGNED Recommendation Form - Council Approval \(Formal Bids\) 911 Cons](#)

[2020-476](#)**Contract - Motorola Solutions Inc. - 911 Communication Equipment - High Point Police Department Headquarters**

City Council is requested to approve a contract with Motorola Solutions Inc. for the purchase of sixteen (16) Motorola radio consoles to outfit the new 911 Communications Center located at 1730 Westchester Avenue in the amount of \$1,317,080.85 utilizing NC911 board funding.

Attachments: [Motorola Radio Console Purchase Agenda Item.pdf](#)

[SIGNED Recommendation Form - Council Approval Motorola Radio Consol](#)

[2020-477](#)**Ordinance - 911 Communication Equipment - High Point Police Department Headquarters**

City Council is requested to approve a budget ordinance appropriating \$1,673,510 to purchase sixteen (16) Motorola radio consoles to outfit the new 911 Communications Center located at 1730 Westchester Avenue utilizing NC 911 Board funding.

Attachments: [911 PD HQ Funding.pdf](#)

[ORD Budget 911 Comm Equipment](#)

[2020-478](#)**Establish Public Hearing - System Development Fee (SDF)**

City Council is requested to establish the date of December 21st, 2020 at 5:30 p.m. as the date and time to receive public comments regarding the System Development Fee (SDF) for calculating usage fees for water and sewer as recommended by Public Services.

Attachments: [Establish Public Hearing for System Development Fee \(SDF\).pdf](#)

[2020-479](#)**Contract - Change Order - Sharpe Brothers - Lindsay Street Parking Lot Paving**

City Council is requested to approve a change order in the amount of \$12,585.02 for adjustment to the contract for the paving of the Lindsay Street parking lot and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [Lindsay Street Parking Lot.pdf](#)

[2020-480](#)**Rescind Resolution - Sale of 1409 Furlough Avenue**

City Council is requested to rescind the action taken on July 20, 2020 where an opening bid for the purchase of 1409 Furlough Avenue was accepted and to halt the process for sale of the Property.

Attachments: [1409 Furlough Rescind Upset Bid.pdf](#)

[2020-481](#)**Resolution - Donation of Property - 1500 Johnson, 1502 Johnson, 1500 R1 Johnson**

City Council is requested to adopt a resolution to accept the donation of real property (3 vacant lots) located at 1500 Johnson Street, 1502 Johnson Street and 1500 R1 Johnson Street contingent upon the City confirming ownership and obtain proper title insurance on the properties.

Attachments: [Donation of Property to City 1500 Johnson St.pdf](#)
[RES Donation Property Johnson Street](#)

[2020-482](#)**Resolution - Sale of City Owned Property - 105 & 107 Sunset**

City Council is requested to adopt a resolution accepting the offer of \$40,000.00 and authorizing the sale of the property through the upset bid procedure and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [Sale of City Owned Property 105 & 107 Sunset.pdf](#)
[RES Upset Bid Sunset Drive](#)

REGULAR AGENDA ITEMS**PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson, Chair**

**COMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams,
Chair**[2020-485](#)**Rescission of Ordinance to Demolish - 1213 Leonard Avenue**

Council is requested to rescind the ordinance adopted on September 16, 2019 to demolish the dwelling at 1213 Leonard Avenue belonging to TCC Holdings, LLC.

Attachments: [1213 Leonard Ave Council Cover Memo - Rescind](#)
[ORD Rescission 1213 Leonard Ave](#)

[2020-486](#)**Ordinance- Demolition of Dwelling - 210 Underhill Street**

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 210 Underhill Street belonging to Creative Resources Ministries DBA Carpenter's House.

Attachments: [210 Underhill Council Packet 1](#)
[ORD Demolition 210 Underhill St](#)

PENDING ITEMS[2020-456](#)**Ordinance - Demolition of Dwelling - 208 Lawndale Avenue**

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 208 Lawndale Avenue belonging to Margaret Ann Robbins.

Attachments: [208 Lawndale Council Packet](#)

[2020-422](#)**Ordinance - Demolition of Dwelling - 711 Hines Street**

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 711 Hines Street belonging to Dolores Lobo Martinez, property deed date 7/19/2019, Lis Pendens record 8/27/2018, Previous owner Isa Irina Reyes-Lobo.

Attachments: [711 Hines St Council Packet](#)

PLANNING & DEVELOPMENT - Mayor Jay Wagner[2020-487](#)**Initiation of Zoning Map Amendments**

A request by the Planning and Development Department for the City Council to initiate zoning map amendments for the fourth group of properties as part of the Comprehensive Zoning Map Amendment project.

Attachments: [Initiation of Zoning Map Amendments](#)

[2020-488](#)**Resolution - 118 Underhill Street Naming Designation**

Council is requested to consider officially naming the home located at 118 Underhill Street the “W.W. Blair-John Coltrane House” **OR** the “Blair-Coltrane House.”

Attachments: [118 Underhill Street- Naming Designation](#)

[RES Naming Coltrane House](#)

PUBLIC HEARINGS[2020-489](#)**Ordinance - Guilford County Landmark Designation of Blair-Coltrane House**

A request by the City of High Point for designation of the Blair-Coltrane House located at 118 Underhill Street as a Guilford County Landmark property.

Attachments: [Blair-Coltrane House Landmark Designation](#)

[2020-490](#)**Windsor Investments, LLC - Zoning Map Amendment 20-22**

A request by Windsor Investment, LLC to rezone approximately 44.6 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Single Family-5 (CZ R-5) District. The site is located along the south side of W. Lexington Avenue, approximately 880 feet west of Wallburg-High Point Road.

Attachments: [Staff Report ZA-20-22](#)

[Public Comment ZMA 20-22.pdf](#)

[2020-491](#)**City of High Point - Text Amendment 20-03**

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to address revisions to the state watershed rules related to the powers and duties of staff, procedural changes for watershed variances, standards for surface water protection, and updates to terminology, references and definitions.

Attachments: [Staff Report TA-20-03](#)

[2020-492](#)**City of High Point - Text Amendment 20-04**

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to revise standards related to wireless telecommunication facilities, necessitated by state and federal legislation, related to establishing a new permitting process, removal of special use process, changing structure heights, establishing undergrounding standards, establishing small cell wireless standards, and updating terminology, references and definitions.

Attachments: [Staff Report TA-20-04](#)

[Public Comments Text Amendment 20-04.pdf](#)

GENERAL BUSINESS AGENDA

[2020-493](#)**Resolution of Intent - Amendment to Charter for Consistent Reference to Four (4) Year Terms**

Council is requested to adopt this Resolution of Intent for the purpose of amending Article II, Sections 2.2 and 2.3 of the Charter of the City of High Point, to reflect the terms of office for the Mayor and Council as four (4) year terms which is consistent with Article III, Section 3.1 of the City Charter of the City of High Point, and to establish and provide notice of a public hearing on the matter in accordance with the North Carolina General Statutes.

Attachments: [Election Term Correction Resolution of Intent](#)
[RES Amend Charter Four Year Terms](#)

[2020-472](#)**Reappointment to ABC Board - Elizabeth Koonce**

Council is requested to confirm the reappointment of Elizabeth Koonce to the High Point ABC Board. Appointment to be effective immediately and will expire on 11/15/2023.

Attachments: [ABC Board \(Elizabeth Koonce\)](#)

[2020-495](#)**Appointment to Human Relations Commission - Shazia Iqbal**

Council is requested to confirm the appointment of Shazia Iqbal to the Human Relations Commission as Council Member Peters' Ward 3 appointee. Term to be effective immediately and will expire on 11/1/2022.

Attachments: [Human Relations Commission \(Shazia Iqbal\)](#)

[2020-494](#)**Minutes To Be Approved**

Community Development Committee; November 10th @ 4:00 p.m.

Finance Committee; November 12th @ 4:00 p.m.

Regular Meeting of City Council; November 16th @ 5:30 p.m.

Public Safety Committee; November 18th @ 4:00 p.m.

Recessed Meeting of City Council; November 18th @ 5:30 p.m.

Attachments: [1. November 10 2020 Community Development Committee Meeting Minutes.pdf](#)
[2. November 12 2020 Finance Committee Minutes.pdf](#)
[3. November 16 2020 High Point City Council Minutes.pdf](#)
[4. November 18 2020 Public Safety Committee Minutes.pdf](#)
[5. November 18 2020 Recessed Meeting Minutes.pdf](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: 118 Underhill Street Naming Designation

From: Greg Ferguson, Assistant City Manager

Meeting Date: December 7, 2020

Public Hearing: NA

**Advertising Date /
Advertised By:** NA

Attachments: Resolution

PURPOSE:

The High Point City Council will consider officially naming the home located at 118 Underhill Street the W.W. Blair-John Coltrane House or “Blair-Coltrane House”.

BACKGROUND:

The house at 118 Underhill Street in High Point, NC is unique in that it was the home of two different historical residents from two different generations; the first resident was the Rev. W.W. Blair, who constructed the house and was an advocate for African Americans, especially children, at times when such advocacy was a struggle and even dangerous. The second resident was W.W. Blair’s grandson, the superb jazz saxophonist, John Coltrane. Mr. Coltrane’s musical artistry is a defining milestone in the history of music throughout our country and the world. During the time when he lived in his grandfather’s house from the age of 11 through age 17, Mr. Coltrane was surrounded by religious, public, and family education upon which his musical talents were formed and nurtured.

BUDGET IMPACT:

Future signage would reflect the official name.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the attached Resolution naming the home at 118 Underhill as the W.W. Blair-John Coltrane House.

**RESOLUTION NAMING THE HOUSE LOCATED AT 118 UNDERHILL STREET AS
THE W.W. BLAIR-JOHN COLTRANE HOUSE**

WHEREAS, the house at 118 Underhill Street in High Point, NC is unique in that it was the home of two different historical residents from two different generations; and

WHEREAS, the first resident was the Rev. W.W. Blair who constructed the house and was an advocate for African Americans, especially children, at times when such advocacy was a struggle and even dangerous; and

WHEREAS, the second resident was W.W. Blair's grandson, the superb jazz saxophonist, John Coltrane; and

WHEREAS, Mr. Coltrane's musical artistry is a defining milestone in the history of music throughout our country and the world; and

WHEREAS, during the time when John Coltrane lived in his grandfather's house from the age of 11 through age 17, Mr. Coltrane was surrounded by religious, public, and family education upon which his musical talents were formed and nurtured; and

WHEREAS, the City of High Point has determined that it is in the public benefit and interest to officially designate the name of the house at 118 Underhill Street for these two important local residents.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to sign this Resolution naming the house at 118 Underhill Street as the W.W. Blair-John Coltrane House.

Adopted by the City Council
City of High Point, North Carolina
This 7th day of December 2020

Lisa B. Vierling
High Point City Clerk

Jay W. Wagner, Mayor



December 4, 2020

To: Randy McCaslin, Interim City Manager

From: Michael E. McNair, Director of Community Development & Housing

Subject: Strategic Update on Code Enforcement Activity for November 2020

This report summarizes Code Enforcement activity for the month of November. During this period Local Codes Enforcement (LCE) staff processed 23 new minimum housing complaints; 28 new public nuisance complaints and collected 309 signs. Additionally, during the month of November:

- LCE staff recorded 14 zoning complaints.
- A total of 85 Public Nuisance cases were abated (34 - City abated and 51 - owner abated).
- Due to the pandemic, Inspectors didn't work on a Saturday.
- We now have 1 housing case located at 337 Wingo with an ordinance passed for demolition waiting for repairs to be completed.
- We have 6 housing cases with demolition orders passed, bids for demolition are due on 12/8/2020.
- We have 1 house located at 1213 Leonard Avenue that had an Ordinance for Demolition but has been repaired and are requesting rescission of the Ordinance. This is expected to be rental property.
- During the report period there were 456 total active cases:
 - o 253 active minimum housing cases
 - o 73 active public nuisance cases
 - o 130 active zoning cases

Please see the attachments containing a table summarizing detailed activity and sample pictures.

Local Codes Enforcement Monthly Activity												
		Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20
1. Minimum												
	a. Minimum Housing Complaints	23	35	14	7	25	3	21	3	8	24	23
	b. Active Minimum Housing Cases	312	232	204	188	166	171	181	247	246	241	253
	d. Cases Taken Before City Council											
	i. For Demolition	4	1	0	0	0	0	0	0	2	1	3
	e. City Demolished Houses	1	2	0	2	0	0	3	4	0	1	0
2. Public												
	a. Public Nuisance Complaints (incl. unsecured	30	46	59	149	158	173	132	153	105	56	28
	b. Active Public Nuisance Cases	86	216	300	413	336	269	228	264	179	102	73
	c. City abated PN Cases	13	10	9	44	56	106	112	77	82	69	34
	d. Owner abated PN Cases	24	26	50	105	149	221	224	149	185	113	51
3. Zoning												
	a. Zoning Complaints (Vehicles, Signs, Banners)	21	24	17	13	25	9	10	26	22	19	14
	b. Active Zoning Cases	130	129	152	128	91	131	141	118	136	112	130
	c. Signs collected	177	161	387	84	44	75	77	69	65	149	309
		TOTAL ACTIVE CASES - 456										

		<u>Jan-20</u>	<u>Feb-20</u>	<u>Mar-20</u>	<u>Apr-20</u>	<u>May-20</u>	<u>Jun-20</u>	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>
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	b. Active Minimum Housing Cases	312	232	204	188	166	171	181	247	246	241	253
	d. Cases Taken Before City Council											
	i. For Demolition	4	1	0	0	0	0	0	0	2	1	3
	e. City Demolished Houses	1	2	0	2	0	0	3	4	0	1	0
2. Public												
	a. Public Nuisance Complaints (incl. unsecured	30	46	59	149	158	173	132	153	105	56	28
	b. Active Public Nuisance Cases	86	216	300	413	336	269	228	264	179	102	73
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	b. Active Zoning Cases	130	129	152	128	91	131	141	118	136	112	130
	c. Signs collected	177	161	387	84	44	75	77	69	65	149	309
		TOTAL ACTIVE CASES - 456										



1213

































Recessed Surface
Montaje empotrado o sobre la superficie

Beveled Mirror Medicine Cabinet
3 fixed shelves

Actual
16-in W x 20-in H

Recessed
13.25-in W x 17.38-in H

Substituir com espelho iluminado
3 prateleiras fixas

Recessed
40.64 cm de ancho x 50.8 cm de alto

Recessed
33.81 cm de ancho x 44.14 cm de alto

PROTECT
ASSURANCE

53348 Encastre
Pilha

503906



Office of the Mayor
City of High Point
North Carolina

Resolution....

WHEREAS, the schools of our city are comprised of exceptional educators; and,

WHEREAS, they seize the opportunities to uplift their students and remind students of their worth and potential; and

WHEREAS, through their commitment to their schools, this group of Extraordinary Educators has earned the respect and trust of their colleagues; and

WHEREAS, these educators were formally recognized by their community which includes the High Point Schools Partnership, the High Point Community Foundation, High Point Discovered, and other supporters of these extraordinary teachers.

NOW, THEREFORE, I, Jay W. Wagner, Mayor of the City of High Point, and the members of the High Point City Council do hereby recognize the Extraordinary Educators listed below:

Allen Jay Elementary – Nicole Salter

Allen Jay Prep – Chris White

T. Wingate Andrews– Natalya Moore

Fairview Elementary – Aminata Payne

Ferndale Middle – Valerie McCain

Florence Elementary – Kara Mason

Kearns Academy – Forrest Littleton

Kirkman Park Elementary – Mary Nifong

High Point Central – Michael Holden

Johnson Street Global Studies – Coshenda Clark

Middle College at GTCC– Afzal Khan

Montlieu Academy – Dana Harris

Northwood Elementary – Barb Collins

Oak Hill Elementary – Jakima Ledbetter

Oak View Elementary – Candace Scott

Parkview Village Elementary – Lakayla Allamby

Penn-Griffin School for the Arts – Lucinda Johnson

Dean B. Pruette SCALE Academy – Donelle Lyon

Shadybrook Elementary – Laura Blythe-Goodman

Southwest Elementary – Wendy Kitley

Southwest Middle – John Anderson

Southwest High – Nita Canon

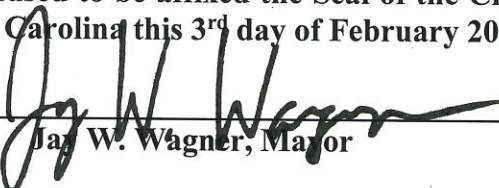
Triangle Lake Montessori – Andrea Rauber

Union Hill Elementary – Wendy Young

Welborn Academy – Andrea Emmanuel

in the City of High Point and call upon the community to join with me in personally expressing appreciation to our Extraordinary Educators for a job well done.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 3rd day of February 2020.


Jay W. Wagner, Mayor



CITY OF HIGH POINT

AGENDA ITEM



Title: Pubic Hearing for System Development Fee

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Public Services Director
Robby Stone - Asst. Public Services Director
Glenda Barnes – PS Senior Financial Analyst
Tom Beckett – PS Civil Engineer

Meeting Date: December 7, 2020

Public Hearing: Yes

Advertising Date: N/A

Advertised By: N/A

Attachments: None

PURPOSE:

To establish a public hearing date of Monday, December 21, 2020 at 5:30 p.m. to receive public comments regarding the System Development Fee (SDF) for calculating usage fees for water and sewer as recommended by Public Services.

BACKGROUND:

Currently Public Services uses frontage fees and acreage fees as charges to connect to our water and sewer systems. The System Development Fee (SDF) will replace this process and the SDF fees will be based on an Equivalent Residential Unit (ERU) for both water and sewer. System Development Fees have become the standard for most of North Carolina and any revenue collected from SDF can only be used to pay for expansion. SDF has the developer pay for expansion of services and should help relieve the current water and sewer users from paying for new development and service. The SDF study document had a 45-day comment period. Only one comment was received, and their concerns were addressed.

BUDGET IMPACT:

There should be no impact on the budget for FY20-21, depending on the effective date. However, in the future budget years, the amount of funds raised by SDF, could ultimately have a direct impact on the monthly water and sewer rates paid by our citizens.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council establish the date of Monday, December 21, 2020 at 5:30 p.m. as the date and time to receive public comments regarding the System Development Fee (SDF) for calculating usage fees for water and sewer.

**HIGH POINT CITY COUNCIL
RECESSED MEETING
(Virtual Meeting)
NOVEMBER 18, 2020 – 5:30 P.M.
COUNCIL CHAMBERS**

MINUTES

Note: In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting was conducted electronically. As part of the City of High Point's COVID-19 mitigation efforts, in-person public attendance was not permitted. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed. www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER and ROLL CALL

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

Following a virtual roll call vote by Mayor Wagner for attendance, the following council members were present:

Mayor Jay W. Wagner (physically present)
Mayor Pro Tem Chris Williams- Ward 2 (physically present)
Council Member Tyrone E. Johnson- At Large (remote participation)
Council Member Cyril Jefferson- Ward 1 (remote participation)
Council Member Britt W. Moore- At Large (physically present)
Council Member Monica L. Peters- Ward 3 (remote participation)
Council Member S. Wesley Hudson- Ward 4 (remote participation)
Council Member Victor Jones- Ward 5 (physically present)
Council Member Michael A. Holmes- Ward 6 (remote participation)

The following staff members were physically present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; Herb Shannon, Senior Planner-Planning and Development Department; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

The following staff members participated remotely:

JoAnne Carlyle, City Attorney Loren Hill, President-High Point Economic Development Corporation; Meghan Maguire, Assistant City Attorney; Sandy Dunbeck, Vice President-High Point Economic Development Corporation; Bobby Fitzjohn, Financial Services Director; Marshall Yandle, Economic Development Manager

Also present remotely:

Tony Tsai

Finance Committee- Council Member Britt Moore, Chair
 Committee Members: Moore, Holmes, Peters, and Jones

2020-450 Public Hearing - Resolution - Interlocal Agreement - 2020 Edward Byrne

Memorial Justice Assistance Grant Funds - JAG

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the city of Greensboro, City of High Point and County of Guilford for shared use of the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

The public hearing for this matter was held on Monday, November 16, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Deputy City Clerk if any additional comments were received. The Deputy City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted a resolution authorizing the execution of an Interlocal Agreement between the city of Greensboro, City of High Point and County of Guilford for shared use of the 2020 Edward Byrne Memorial JAG Funds.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that this resolution be adopted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Resolution No. 1950/20-39
Resolution Book, volume XX, Page 179

2020-451 Public Hearing - Resolution - Platinum Collection Furniture Inc.

City Council is requested to adopt a resolution to approve a matching grant for a State of North Carolina Building Reuse Grant in the amount of \$3,600 and authorize the City Manager to provide this local match upon the company being awarded the grant by the State of North Carolina after a request from the company and Randolph County.

The public hearing for this matter was held on Monday, November 16, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Deputy City Clerk if any additional comments were received. The City Deputy Clerk reported there were no additional comments received. The public hearing was closed.

Adopted a resolution approving a matching grant for a State of North Carolina Building Reuse Grant in the amount of \$3,600.00 and authorize the City Manager to provide this local match upon the company being awarded the grant by the State of North Carolina after a request form the company and Randolph County.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, that this resolution be adopted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

**Resolution No. 1951/20-40
Resolution Book, volume XX, Page 180**

Planning & Development- Mayor Jay Wagner

2020-463 Robert J. Hunter and Janice W. Hunter - Annexation 20-06

A request by Robert J. Hunter and Janice W. Hunter for a voluntary noncontiguous annexation of an approximate 6.8 acre parcel located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road. The property is addressed as 8229 Tyner Road, and also known as Guilford County Tax Parcel 170870.

The public hearing for this matter was held on Monday, November 16, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Deputy City Clerk if any additional comments were received. The Deputy City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an ordinance approving Annexation 20-06 for a voluntary noncontiguous annexation of an approximate 6.8 acre parcel located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, that the Annexation 20-06 approved. Following a roll call vote by Mayor Wagner, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

**Ordinance No. 7647/20-63
Ordinance Book, Volume XXI, Page 62**

2020-464 Robert J. Hunter-Zoning Map Amendment 20-18

A request by Robert J. Hunter to rezone approximately 6.8 acres from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to the Employment Center (EC) District. The site is located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road (8229 Tyner Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The public hearing for this matter was held on Monday, November 16, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Deputy City Clerk if any additional comments were received. The Deputy City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an ordinance to rezone approximately 6.8 acres from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning Jurisdiction, to the Employment Center (EC) District.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-18 is consistent with the City's adopted policy's guidance because the Land Use Map Plan and Northwest Area Plan designate the area of the proposed zoning map amendment as Restricted Industrial, which supports warehouse and distribution and minor manufacturing uses. Furthermore, the request is reasonable and in the public interest because the EC District's allowable uses, and its building and site design standards are similar and compatible with previous CU-LI conditional zoning approvals granted in this area.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that Zoning Map Amendment 20-18 be approved based on the preceding consistency and reasonableness statements. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7648/20-64

Ordinance Book, Volume XXI, Page 63

2020-465 City of High Point-Zoning Map Amendment 20-19

A request by the High Point City Council to rezone 817 properties, totaling approximately 155 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Laurel Bluff Apartments (W. Wendover Avenue), Tarrant Trace Townhome development (Tarrant Road), Timberbrooke Condominiums (Tarrant Road), Fire Station #11 (3604 & 3610 Morris Farm Drive), Parkway Village Condominiums (Morris Farm Drive), Riverview Townhome/ Condominiums development (Morris Farm Drive/Tarrant Road), Piedmont Trace Townhome development (Morris Farm Drive/Tarrant Road).

The public hearing for this matter was held on Monday, November 16, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Deputy City Clerk if any additional comments were received. The Deputy City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an ordinance rezoning 817 properties, totaling approximately 155 acres, as part of the Comprehensive Zoning Map Amendment project.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-19 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the Medium Density Residential land use map designation for these areas, as contained in the adopted Land Use Plan. Furthermore, the request is reasonable and in the public interest because the amendments are needed to remove unneeded restrictions on the properties and to remove the conditional use zoning districts, which cannot be amended.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, that Zoning Map Amendment 20-19 be approved based on the preceding consistency and reasonableness statements. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7649/20-65

Ordinance Book, Volume XXI, Page 64

ADJOURNMENT

The meeting adjourned at 5:37 p.m. upon motion by Mayor Wagner and second by Council Member Moore.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, Deputy City Clerk



Public Safety Committee
Chaired by Council Member Victor Jones
Committee Members: Jones, Moore, Williams, and Johnson
January 15, 2020 - 3:00 p.m.
3rd Floor Lobby Conference Room

Minutes

Present:

Chairman Victor Jones and Committee Members Britt Moore, Chris Williams, and Tyrone Johnson

Also Present:

Council Members Cyril Jefferson and Michael Holmes

Staff Present:

Randy McCaslin, Deputy City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; Meghan Maguire, Assistant City Attorney; Police Chief Kenneth Shultz; Assistant Chief Travis Stroud; Assistant Chief Ken Steele; Assistant Chief James McNeill; Brian Beasley, Police Attorney; Fire Chief Thomas Reid; Deputy Chief Brian Evans (Operations); Deputy Chief Tim Wright (Administration); Assistant Chief Michael Levins (GIS/IS); Laura Altizer, Senior Budget Analyst; Roslyn McNeill, Budget Analyst; Linda Price, Budget Analyst; Michael McNair, Director of Community Development & Housing; Michelle McNair, Community Resources Manager; Lori Loosemore, Local Codes Enforcement Manager; Tom Tricot, GIS Manager; Angela Kirkwood, Human Resources Director; Mary S. Brooks, Deputy City Clerk, and Lisa Vierling, City Clerk

News Media Present:

Pat Kimbrough, *High Point Enterprise*

Daniel Pierce, *Fox 8 News (WGHP)*

Joe McClasky, *Fox 8 News (WGHP)*

Note: The following handouts were distributed during the meeting and will be attached as a permanent part of these proceedings.

- ✓ PowerPoint Presentation- HPPD: Police Operations, Organization and Current Points of Focus
- ✓ PowerPoint Presentation- High Point Fire Department
- ✓ 2019 Annual Report- High Point Fire Department

CALL TO ORDER

Chairman Victor Jones called the meeting to order at 9:00 a.m.

PRESENTATION**2020-22****Presentation: Departmental Overviews from the Police & Fire Departments**

Staff will present an overview of departmental operations from the Police & Fire Departments.

High Point Police Department

Police Chief Kenneth Shultz introduced members of his staff that were present: Assistant Chief Ken Steele (Field Operations South); Assistant Chief James McNeill (Field Operations North); Assistant Chief Travis Stroud (Major Crimes Deterrence and Prevention); and Brian Beasley, Police Attorney.

Chief Shultz provided a brief overview about police operations, deployment, etc.... and highlighted some concerns and on-going efforts in the city. The High Point Police Department currently consists of 300 positions (255 sworn and 45 civilian); they operate in six (6) patrol teams/beats throughout the city. Each team consists of a Captain, three Lieutenants, and an allocation of 19 officers with a mandated minimum staffing of 13 or more officers.

The Chief stressed that everything the Police Department does is data driven and provided some 2019 statistics for the number of calls for service by hour of day that showed the lowest number of calls on Sunday and Saturday with the highest number of calls Monday through Thursday. The Chief spoke to how this information is used to determine officer deployment within the six beats, which are broken down into geographical sections of the city and spoke to the criticalness of the response times. Beats 2 and 3 are the smallest beats and have the highest percentage of calls. Approximately 97,613 calls were dispatched in 2019 with the priority average response at 2 minutes 48 seconds and the non-priority response time at 5 minutes 24 seconds. The Chief then provided a summary of the statistical breakdown by beats for 2019.

At this time, Chief Shultz introduced Major Ken Steele, who is the Assistant Police Chief over Field Operations South. Major Steele provided a brief overview of his responsibilities. He is responsible for:

- ✓ Personnel & Training
- ✓ Patrol
- ✓ Records
- ✓ Animal Control
- ✓ K-9 Unit
- ✓ IT

Major Steele spoke to how recruiting officers is a challenge and shared the qualifications for officers. He solicited assistance from the council members to send qualified applicants their way. He also solicited help from council members to serve on an oral interview panel and the need for volunteers to interview internal applicants within the department who are seeking promotions.

Committee Member Williams suggested posting the information on the qualifications and standards on social media. Chief Shultz pointed out the job market as a whole is really good right now and spoke to how no one wants to be a police officer because of the police officer shootings and dangerous situations they are involved with.

Major Steele encouraged involvement in community events and issued a personal invitation to the Police Department's next Promotional and Swearing-In Ceremony that will be held on March 2nd @ 3:00 p.m. at the High Point Theatre.

He alluded to the importance of training and noted that the State requires 24 hours of annual/mandatory training for an officer to keep their certification, while High Point goes way beyond by providing an average of 74 hours of training annually. Committee Member Holmes inquired about the breakdown of what the 74 hours of training looks like. Chief Shultz replied it includes a wide variety of issues the department has to deal with and he could provide this information to the committee.

At this time, Chief Shultz introduced Major James McNeill, the Assistant Police Chief over Field Operations North.

Major McNeill is responsible for the following areas in the department.

- ✓ Traffic (enforcement and motor vehicle collisions). Speeding is the number one cause for fatalities in NC; DWI is second.
- ✓ Property Crimes (larceny, burglary, financial crimes)
- ✓ School Resource Officers (SROs in all high schools and middle schools inside the city). He spoke to how recent legislation raised the age for charging children as an adult from age 16 to age 18.
- ✓ Community Engagement (community connection, awareness, downtown beat). Officers do visit churches, elementary schools, etc...

Council Member Jefferson pointed out the SROs are only in the middle and high schools and asked about plans for school safety in the elementary schools. Chief Shultz replied there are 17 elementary schools in High Point and funding is an issue. He noted the role of the SROs in the schools are to build rapport with the students.

There are two outreach officers in the city that engage with the youth to create a positive impact and encourage growth for their future. Major McNeill spoke to how this mission is accomplished because police officers are dedicated to helping students reach their maximum potential by providing one-on-one mentoring and hands-on life skill training. These officers created what is now known as Operation REACH (Respect, Engaging, Accountability, Character, Higher Standards).

Chief Shultz then introduced Major Travis Stroud who is responsible for the Major Crimes Deterrence and Prevention section of the department. The Major Crimes Deterrence and Prevention consists of the following:

- ✓ Major Crimes Detectives (homicides, robberies, aggravated assaults, kidnapping, missing persons).
- ✓ Special Victims Unit (domestic violence, child abuse, sexual assault, elder abuse). These detectives are located at the Family Justice Center.
- ✓ Strategic Intelligence Unit (Violent Crimes Task Force coordinator, gang detective, crime analysts, crimestoppers)
- ✓ Federal Task Force Officers (ATF, DEA, FBI, and US Marshal Service)
- ✓ Vice and Narcotics (drug offenses, prostitution, ABC)
- ✓ Street Crimes (multi-purpose unit- responsive to all significant impact crimes)
- ✓ Housing Authority (police all High Point Housing Authority properties)
- ✓ Forensics Unit (crime scene techs, property and evidence, latent print examiner)

Major Stroud spoke to how the clearance rate for crimes is 68.7%; how the department does not like open cases; and how their goal and desire is to clear every one of the cases. He pointed out that violent crime is the type of crime that is most impactful to the city but only makes up 7.11% of all crime in High Point. In 2019, there were 599 impact crimes and 19 homicides, all of which were investigated by five detectives assigned to major crimes. He stressed that everything the police officers do has to be done within the parameters as established by the law.

He elaborated that the department's 2020 approach to violent crime is to:

1. Prevent and deter crime (before the bullet leaves the gun)
2. When crime occurs (solve the case)

He spoke to the importance of attacking gun crime by the seizure of illegal firearms; aggressive prosecution of notified offenders in coordination with the Guilford County District Attorney and the US Attorney's office; using the NIBIN (National Integrated Ballistics Information Network); and gun team investigative follow-ups. The department will continue focus on the few offenders who are driving the violent crime; will continue with the VCTF Notifications and SIU Custom Notifications (with community support); enhanced partnerships with HPCAV and other community groups.

Major Stroud then reported on the department's deterrence and prevention efforts which include:

- ✓ Social Media Monitoring (HPPD, Crimestoppers, and the community).
- ✓ Organization, participation, and promotion of youth programs that are designed to stop violence before it begins.
- ✓ Involvement in Community Watch groups.
- ✓ P.A.L.S (Police Assisting Little Schools). Currently partner with two schools: Kirkman Park and Oakview Elementary.
- ✓ Collaboration with High Point Community Against Violence (this is the personal connection that the department cannot provide; a tremendous asset to the city).

Committee Member Holmes asked about the percentage increase that would make the department feel comfortable in stronger crime fighting efforts. Chief Shultz explained

there is not a formatted look as far as what a police department should look like and pointed out High Point does not look like any of the other police departments from nearby jurisdictions. He spoke to how the Major Crimes section is structured very differently in High Point than other departments and how the department has been restructured to ensure accountability in all the executive staff. He stated the department would welcome and could use any additional officers that are approved.

Chief Shultz also spoke to the following additional opportunities that the department is working on.

- ✓ Juvenile opportunities in juvenile detective areas
- ✓ Street crimes
- ✓ Gun crimes (technology)

The Chief noted historically the department has received great support from the City Council and reiterated that the most pressing need right now is to get more qualified applicants.

Fire Department

Fire Chief Tommy Reid introduced members of his senior staff who were present: Brian Evans, Deputy Chief; Tim Wright, Deputy Chief; and Mike Levins, Assistant Chief. He provided a general overview of the department's operations and reported that the HPFD is an ISO Class 1 agency and is one out of 87 departments in the United States out of 30,000 departments that has the ISO 1 rating and accredited status.

He proceeded to share the organizational chart for the department that includes 235 total personnel.

Chief Reid spoke to the Facilities/Fleet/Logistics Division which consists of 14 fire stations with a total of 19 facilities. He advised that the firemen maintain these facilities and do everything from mowing grass, repairing lawn mowers/weedeaters, maintenance on their fleet vehicles, etc.... He advised that although the number for them to be fully staffed is 70; their minimum staffing is currently at 58 with nine currently in training. He stressed the importance of having enough staff to cover the day-to-day operations of the department because of the impact it has on the ISO 1 rating.

The department covers 57 square miles in the city limits; serves a population of 114,183; contract areas 14 square miles with a population of 20,000. The primary response area consists of 71 square miles.

He advised the calls for service have been steadily increasing over the years with a total of 32,706 total responses and 16,035 total incidents in 2019 compared to only 19,359 total responses and 11,221 total incidents in 2009. The way things are trending, they expect the call volume to increase to 43,000. He then shared a heat map of the city with 2019 incident types identified. The bulk of these incidents is for medical and rescue at 68.7%. He spoke to how their goal is to be anywhere in the city when they get a call

coming into 911 to have a fire truck at the site within five minutes; on an average response, they meet the five minutes, however, at the 90th percentile, they are at 5:08.

He also shared a heat map identifying locations of homeless camps and narcotics incidents throughout the city and talked about how the heroin overdoses continue to increase which is a national trend. The department responded to 180 narcotics incidents in 2019 compared to 52 in 2015. He spoke to how they expend a lot of resources and how people want to try to help the homeless but are actually enabling them to stay in their camps in the woods. He spoke to the goal of getting the homeless out of the woods and getting them the help they need for them to be a part of society again and noted that mental health issues are a major concern.

Chief Reid spoke to how engaging the department is within the community and shared some of the other areas that the Fire Department is involved in such as medical and extraction; hazardous materials; technical rescue; bike team; dive team; community outreach; public education and fire prevention.

On the inspections/code enforcement side, the department is also responsible for making inspections and carrying out the Fire Code for commercial properties and public buildings. They have approximately 5,400 inspectable buildings in the city limits that are inspected on a one, two, or three- year rotation with an annual requirement of about 2,584 inspections. He spoke to how the department has six fire inspectors that do have to work overtime to get the inspections done and to the importance of being fully staffed.

Chairman Jones asked what the decreases are attributed to for fire code violations. Chief Reid explained it is attributed to the programs they are engaged in such as community outreach, risk reduction, fire prevention programs, reaching children in schools, code enforcement and reducing blight, as well as code and statute requirements help reduce the numbers.

Chief Reid spoke to how the community risk reduction also helps drive these numbers down. He reported on the following Fire Prevention Activities for 2019.

- ✓ 18,478 fire prevention education and training participants
- ✓ 195 smoke alarm and 388 battery installations
- ✓ Juvenile Fire Setter Intervention Program- enrolled 8 juveniles with 1,050 hours of instruction (255 juveniles since inception of the program in 2001 with only three repeat offenders).

The department also

- ✓ Conducts fire investigations for causes of fires
- ✓ Participates in the Red X Program
- ✓ Has its own Training Division

The Chief reported that in 2019, the Fire Department personnel completed 70,032 in-service training hours; the Training Division also facilitated 263 large scale classes and

spoke to how all training is done in-house and how they also provide training for fire personnel in other jurisdictions. All training and certifications comply with mandated standards/requirements from the National Fire Protection Association (NFPA) as well as the Insurance Services Office (ISO).

At the conclusion of the presentation, Assistant Chief Levins distributed copies of the Fire Department's 2019 Annual Report.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 4:43 p.m. upon motion duly made and seconded.

Respectfully submitted,

Lisa B. Vierling, MMC
City Clerk

Victor Jones, Chairman
Public Safety Committee

"AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE NC 911 BOARD FUNDS FOR THE SPECIAL GRANTS FUND

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

Section 1. The City of High Point has been allocated NC 911 Board funding to reimburse direct expenses related to the 911 Communication Center.

Section 2. The City of High Point's 2020-2021 Budget Ordinance should be amended as follows:

(A) That Special Grant Fund revenues be amended as follows:

State Grant Revenue	\$1,673,503
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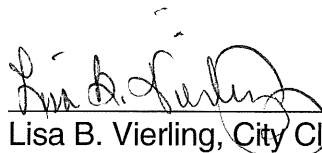
(B) The Special Grant Fund expenditures be amended as follows:

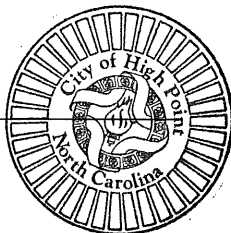
Communication Equipment	\$1,673,503
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by the High Point City Council
this 7th day of December 2020


Lisa B. Vierling, City Clerk





**FINANCE COMMITTEE
(Virtual Meeting)
Chaired by Council Member Moore
Members: Moore, Holmes, Peters, and Jones
November 12, 2020 – 4:00 p.m.
3rd Floor Council Chambers**

As part of the City of High Point's on-going COVID-19 Mitigation efforts, in-person attendance was not encouraged. Instead, the meeting was live-streamed and the public was provided an opportunity to listen to the meeting once the meeting was in session. <http://www.highpointnc.gov/VirtualPublicMeeting>

MINUTES

CALL TO ORDER

Chairman Moore called the meeting to order at 4:00 p.m. Following a virtual roll call by Chairman Moore, the following attendance by Committee Members was duly noted.

Committee Members Present (4):

Chairman Britt Moore (physically present)
Committee Member Michael Holmes (remote participation)
Committee Member Victor Jones (physically present)
Committee Member Monica Peters (remote participation)

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Jeron Hollis, Director of Communications & Public Engagement; Ryan Ferguson, Marketing Manager; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Staff Participating Remotely:

Angela Wynes, Transit Manager; Sandy Dunbeck, Executive Vice President- High Point Economic Development Corporation; Travis Stroud, Interim Chief of Police; and Bobby Fitzjohn, Director of Financial Services

PRESENTATION OF ITEMS**2020-447 Resolution - Sale of City Owned Property - 2435 W. English Road**

City Council is requested to adopt a resolution accepting the offer of \$95,101.00 and authorize the sale of city owned property located at 2435 W. English Road through the upset bid procedure and direct the City Clerk to publish public notice of the proposed sale.

Interim City Manager Randy McCaslin reported that the city received this property through the tax foreclosure process and that the city has approximately \$135,000 in the property. The city solicited bids through the upset bid procedure and received an offer of \$95,101 from the adjacent property owner and staff is recommending that this matter be forwarded to the full Council with a favorable recommendation for approval of acceptance of the bid and authorization to advertise it for upset bids.

A motion was made by Chairman Moore, seconded by Jones, to forward this matter to the full Council with a favorable recommendation for approval and placed on the November 16, 2020 City Council Finance Committee Consent Agenda. Following a roll call vote by Chairman Moore, the motion carried by the following 4-0 vote:

Aye (4): Chairman Moore, Committee Member Holmes, Committee Member Jones, and Committee Member Peters

2020-448 Transit - Public Transportation Agency Safety Plan

City Council is requested to approve the Public Transportation Agency Safety Plan (PTASP) as submitted and authorize the City Manager and City Attorney to certify in the Transit Awards and Management System (TrAMS) completion of a PTASP.

Angela Wynes, Transit Manager, explained that there is a new federal requirement that requires each agency that receives funding from the US Department of Transportation and the Federal Transit Authority to have a plan that includes the four safety management system principles and must also define safety performance targets that are identified in the National Safety Plan. She referenced the 95-page document that was included in the agenda materials and asked if there were any questions on the document itself.

There being no questions, Ms. Wynes proceeded and explained a consultant assisted staff in preparing the assessment and one of the recommendations was the need for a Transit Safety Officer position, who would report directly to Ms. Wynes as the accountable executive for the plan. Ms. Wynes spoke to some of the responsibilities of this position which would include day-to-day implementation of the SMS principles portion of the plan, as well as assist with any training, particularly related to safety. The first year, the position would be covered 100% by CARES Act funding; and following the first year, the breakdown would be as follows:

40% Federal funding

17% State funding

17% fare box revenues

26% combination of general fund revenues, advertising revenue, concession revenue, and any sale of equipment that has exceeded its useful life

Chairman Moore asked which branch of the Federal Government is mandating this and if the city is required to create a new full-time position through the Plan. Ms. Wynes replied that it is the US Department of Transportation and the Federal Transit Authority and explained that the city is required to have a Public Transportation Agency Safety Plan; is required to implement all the things within that plan; and with the current staffing situation due to COVID, another position is needed.

Committee Member Holmes stated that, hypothetically, depending on revenues from other sources, there would not be a significant amount coming from the city's general fund for this position. Chairman Moore pointed out since this is a federal requirement, there was really not an option. Ms. Wynes explained that the Plan itself is not an option and went on to say that she would like that the position not be an option as well because currently the staff has its hands full and to go through and fully implement SMS and all the associated components of the plan another person is needed. Chairman Moore inquired about reporting requirements to the federal government regarding this position. Ms. Wynes explained they have to report on safety targets annually, and there is another plan that has to be done annually for equipment/facilities that will also be reported on an annual basis, including this information. Additionally, she noted that the FTA does a triennial review and this plan, and any activities would also be subject to the FTA's inspection. Chairman Moore asked if there would be any penalties associated with non-compliance and Ms. Wynes advised that any non-compliance issues on an agency's part could result in the FTA withholding federal funds.

Chairman Moore posed a question to Assistant City Manager Eric Olmedo regarding the anticipated effect of this on the city's budget going forward. Mr. Olmedo spoke to how it would not have a tremendous impact on the General Fund while it is an unfunded mandate from the General Fund. He estimated about 20% of the total amount on an annual basis would come from the General Fund, which would be about \$15,000-\$20,000 in the first year.

A motion was made by Committee Member Jones, seconded by Committee Member Holmes, that this matter be forwarded to the full Council with a favorable recommendation for approval and placed on the November 16, 2020 City Council Finance Consent Agenda for approval. Following a roll call vote by Chairman Moore, the motion carried by the following 4-0 unanimous:

Aye (4):

Chairman Moore, Committee Member Holmes, Committee Member Jones, and Committee Member Peters

2020-452 Ordinance - Budget Amendment - Transit Safety Officer Position

City Council is requested to adopt an ordinance to approve a budget amendment to appropriate federal grant revenue for the purpose of funding a new transit safety officer position.

Note: This matter was discussed with 2020-448 Public Transportation Agency Safety Plan. Please refer to matter 2020-448 above for discussion regarding this matter.

A motion was made by Chairman Moore, seconded by Committee Member Jones, to refer this matter to the full Council with a favorable recommendation and placed on the November 16, 2020 City Council Finance Committee Agenda with a favorable recommendation for approval. Following a roll call vote by Chairman Moore, the motion carried by the following 4-0 unanimous vote:

Aye (4): Chairman Moore, Committee Member Holmes, Committee Member Jones, and Committee Member Peters

2020-449 Resolution - Transit System Drug & Alcohol Policy Update

City Council is requested to adopt a resolution to revise the current Transit System Drug & Alcohol Policy.

Angela Wynes, Transit Manager, advised this is a minor update to the Transit System Drug & Alcohol Policy due to some changes made by the US Department of Transportation and the FTA; they replaced the word "opiate" with "opioid" to cover a large spectrum of drugs so they can change them and not necessarily impact each agencies drug and alcohol policy every time they add or take away substances they are testing for. She further explained that there are also updates to other terms and definitions, and a change that the Transit System Drug & Alcohol Program Manager is now the Transit Manager instead of the city's Safety Director.

A motion was made by Chairman Moore, seconded by Committee Member Jones, that this matter be forwarded to the full Council with a favorable recommendation and placed on the November 16, 2020 City Council Finance Committee Agenda for approval. Following a roll call vote by Chairman Moore, the motion carried by the following 4-0 unanimous vote:

Aye (4): Chairman Moore, Committee Member Holmes, Committee Member Jones, and Committee Member Peters

2020-461 Sale of City Owned Property 105 & 107 Sunset Avenue - Peters Development, LLC

City Council is requested to adopt a resolution accepting the offer of \$40,000.00 and authorizing the sale of the property through the upset bid procedure and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Chairman Moore advised that it has come to his attention that this matter will be removed from today's Finance Committee agenda and moved to the full Council's Regular Agenda.

PUBLIC HEARINGS**2020-450 Public Hearing - Resolution - Interlocal Agreement - 2020 Edward Byrne Memorial Justice Assistance Grant Funds - JAG**

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the city of Greensboro, City of High Point and County of Guilford for shared use of the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Interim Police Chief Travis Stroud advised that receiving public comments for the 2020 Edward Byrne Memorial Justice Assistance Grant Funds (JAG funds) is a special condition of the grant as part of the approval process and would also allow execution of the required Interlocal Agreement designating the funds for use. He explained that the funds are split between the City of High Point, the City of Greensboro, and Guilford County. The 2020 JAG allotment for the City of High Point would be \$49,297.60 and the funding would be used for the Police Department's WatchGuard body camera system. The grant cycle started back in 2019 and will run through 2022 and there is no required match for this funding.

Chairman Moore noted there would be no vote required on this matter because of the public hearing associated with it.

2020-451 Public Hearing - Resolution - Platinum Collection Furniture Inc.

City Council is requested to adopt a resolution to approve a matching grant for a State of North Carolina Building Reuse Grant in the amount of \$3,600 and authorize the City Manager to provide this local match upon the company being awarded the grant by the State of North Carolina after a request from the company and Randolph County.

Sandy Dunbeck, Executive Vice President- High Point Economic Development Corporation, advised this is a request by Platinum Collection Furniture to be known as Ariston Hospitality, Inc. here in High Point and they are proposing to operate out of buildings on Prospect Avenue in South High Point. Ms. Dunbeck explained the company has worked with the State of North Carolina and Randolph County on the ability to receive a building reuse grant. The proposed amount for the grant is \$90,000 from the State of North Carolina; however, there is a required 5% match from the local community. She pointed out this building on Prospect Avenue is located totally in the City of High Point; however, 80% is in Guilford County and the remaining 20% is in Randolph County, and because of the wage qualification, it was preferable for Randolph County to be the applicant. They have agreed to do so, and the City of High Point has proposed a split on the 5% match (the total match would be \$4,500 and the City of High Point's portion at 80% would be \$3,600). She advised that the company official will be present at Monday's Council Meeting. They do propose to spend over \$1.5 million and propose to create at least 15 new jobs within the first two years with an average wage of \$37,000.

There being no questions, Chairman Moore advised there would be no vote on this matter as it will move forward to the City Council with a public hearing at the November 16, 2020 City Council Meeting.

ADJOURNMENT

Prior to adjournment, Chairman Moore thanked staff and the management team for all their hard work over the last couple of days with the flooding issues.

Chairman Moore asked if there was anyone opposed to adjourning the meeting. Hearing no objections, the meeting adjourned at 4:20 p.m.

Respectfully Submitted,

Lisa B. Vierling, City Clerk

Britt W. Moore, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Withdrawal of Opening Bid to Purchase 1409 Furlough Ave.

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 7, 2020

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Map

Purpose/Background:

On July 20th, the Council adopted a resolution to begin the upset bid process of sale for the property located at 1409 Furlough Avenue by accepting an opening bid for the purchase (Legislative Item No. 2020-251). Since that time, the JIV, LLC has withdrawn the opening bid, requesting that the property be given free of charge. The City is unable to give the property free of charge and therefore it is necessary to discontinue the sale process at this time. By rescinding this action JIV, LLC's bid is withdrawn and the resolution is annulled.

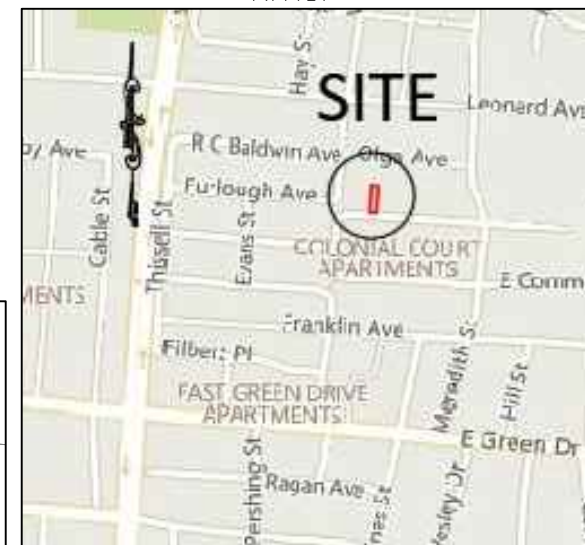
Budget Impact:

N/A

Recommendation:

Council is requested to rescind the action taken on July 20, 2020 where an opening bid for the purchase of 1409 Furlough Ave. was accepted and to halt the process for sale of the property.

VICINITY MAP
N.T.S.



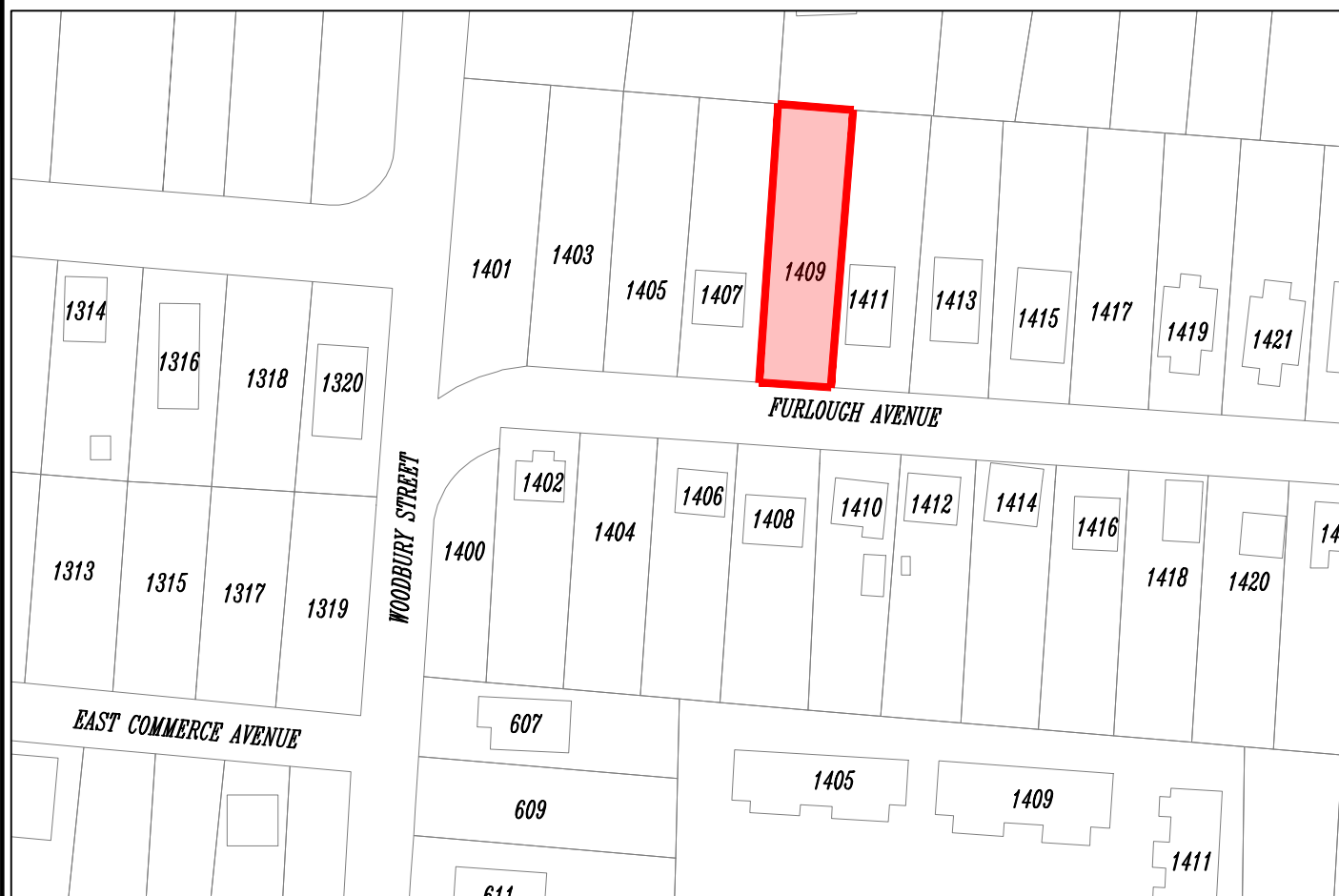
LEGEND

= PROPERTY BEING SOLD:
1409 FURLOUGH AVENUE

OWNER INFORMATION:

TM: 47-4-18
CITY OF HIGH POINT
LOT 4
PB 4 PG 4
GUILFORD REID NO. 0174530

THE INFORMATION ON THIS MAP WAS
PREPARED USING DATA FROM THE
CITY OF HIGH POINT GIS SYSTEM



CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

SALE OF PROPERTY OWNED BY
CITY OF HIGH POINT
1409 FURLOUGH AVENUE

SCALE: N.T.S.

BY: JKF

PROJECT: 2554

DATE: JULY 2020

RESOLUTION TO CHANGE PURCHASING POLICY

WHEREAS, the City desires to maintain efficient and effective procurement practices which provide for economical operations; and,

WHEREAS, the City desires to promote competitive procurement practices which provide equal access for all vendors to compete for business with the City; and,

WHEREAS, to promote effective, efficient and competitive procurement practices City-wide, a City of High Point Purchasing Policy and Procedures Manual was developed and adopted by the City Council in December 2015; and,

NOW THEREFORE BE IT RESOLVED that:

To ensure compliance with this policy and to promote efficient operations, the City Manager shall cause to be established and cause to be amended from time to time as required by Council action state or federal law, or operational efficiencies, to this Manual.

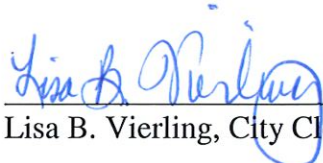
**PROPOSED AMENDMENT TO THE PURCHASING POLICIES AND PROCEDURES
MANUAL**

1. Increase micro purchasing threshold from \$4,999 to \$9,999.
2. Remove the three (3) bids requirement for projects under \$500,000.
3. Remove the three (3) bids requirement for commodity purchases.

This Resolution adopted this 6th day of May, 2019.


Jay W. Wagner, Mayor

ATTEST:


Lisa B. Vierling, City Clerk





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

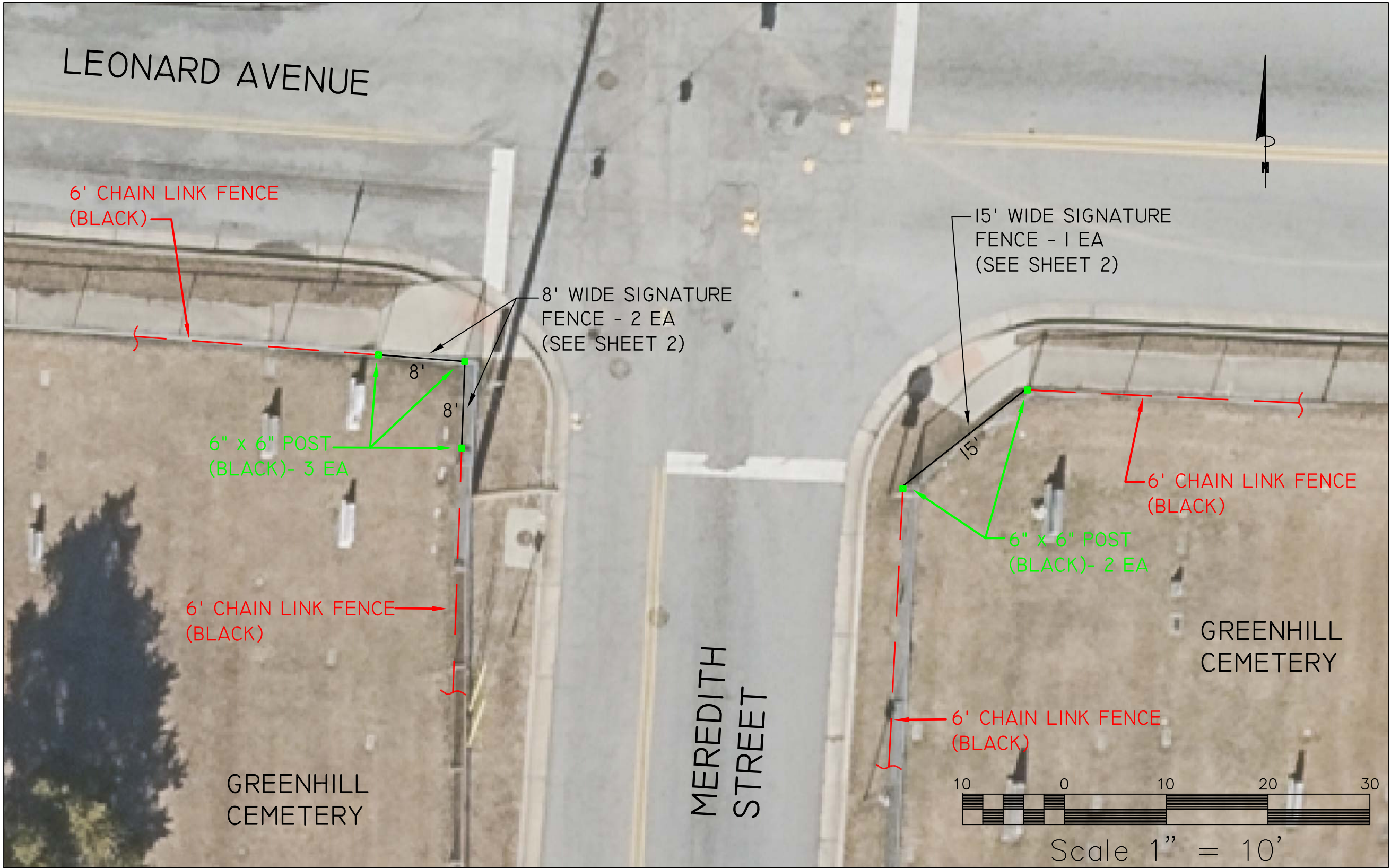
DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

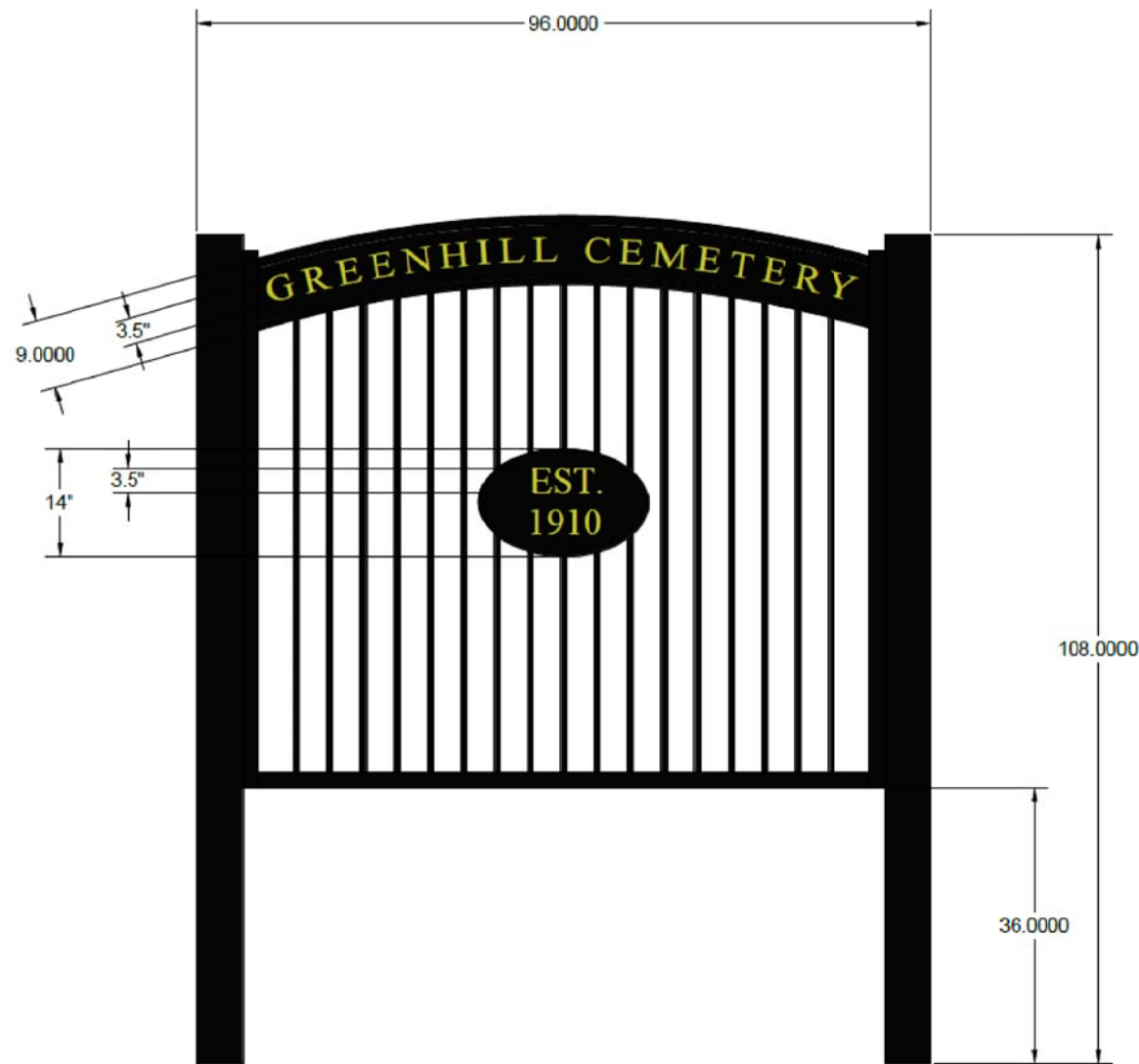
Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



CALL 48 HOURS BEFORE YOU DIG
1-800-632-4949
OFFICE HOURS 7 A.M. TO 7 P.M.
(EXCLUDING WEEKENDS AND HOLIDAYS)

 HIGH POINT NORTH CAROLINA'S INTERNATIONAL CITY™	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A				PLAN DRAWINGS FOR GREENHILL CEMETERY MEREDITH ST. & LEONARD AVE. GATE AND FENCE IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 1 OF 2
		DATE	JAN. 28, 2020					
		DESIGNED	CAH					
		DRAWN	CAH					
		CHECKED	.					
		SCALE	1" = 10' HORIZ.	BY		DESCRIPTION		



SIGNATURE FENCE DRAWINGS PROVIDED BY:
SEEGARS FENCE COMPANY
8220 TRIAD DRIVE
GREENSBORO, NC 27409
PHONE: 336-370-9797
ATTN: ANGELO PONZO

 CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					PLAN DRAWINGS FOR GREENHILL CEMETERY MEREDITH ST. & LEONARD AVE. GATE AND FENCE IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 2 OF 2	
	DATE	JAN. 28, 2020							
	DESIGNED	CAH							
	DRAWN	CAH							
	CHECKED	.							
	SCALE	NOT TO SCALE	BY		DESCRIPTION	DATE			REV.

Proposed Fence Replacement & Aesthetic Upgrades



Legend



Location of Proposed 14' to 15' Wide Access Gates Locked to Public



Public Access Point



Location of Future Asphalt Turn Around

Outline of Proposed 6' Tall Fence



Sample Informational Sign



Proposed Location of Greenhill Informational Sign

Proposed Vinyl Chain-Link Fence



Public Comments

Text Amendment 20-04 (Wireless Telecommunication Facilities)

Lisa Vierling

From: Gina Lindsey
Sent: Tuesday, December 1, 2020 2:55 PM
To: Public Comment
Subject: FW: Comments: Text Amendment 20-04 Wireless Telecommunications Ordinance – Fall 2020

From: WALKER, MICHAEL <mw4435@att.com>
Sent: Friday, November 20, 2020 12:29 PM
To: Build HighPoint <build@highpointnc.gov>
Subject: Comments: Text Amendment 20-04 Wireless Telecommunications Ordinance – Fall 2020

Dear City of High Point:

Thanks for the opportunity to comment on the City's proposed Wireless Telecommunications Ordinance – Text Amendment 20-04—Fall 2020. After careful review, I've included comments below in red for consideration:

Page 11 draft version/page 12 proposed ordinance – Comment pertained to exemptions for replacement equipment. In response, a new paragraph (4) was added to exempt replacement of same size or smaller equipment.

1. *No, this would not exempt replacement of same size or smaller equipment on macro towers, only on the small cells. However, that just means the macro towers would go through review & permitting for replacement of same size or smaller equipment, where the small cells would not require permitting because they are exempt. There is no prohibition on replacement of equipment on macro towers.*
- **Response: 160A-400.53(a) and 160D-934(a)**
“... Nothing in this Part requires an application and approval for routine maintenance or limits the performance of routine maintenance on wireless support structures and facilities, including in-kind replacement of wireless facilities...”

Page 29 draft version/page 28 proposed ordinance – Comment pertained to the analytical report for FCC compliance. The second sentence in paragraph (n) of the proposed ordinance was reworded to clarify the intent. The intent is to provide a statement of continued compliance with FCC standards by providing written documentation that confirms continued compliance. Basically, the text is for the carrier to show the work by which they can make the statement of continued compliance.

2. *The consultant doesn't recommend that the proposed ordinance only accept a statement. Instead, they recommend that the engineer provide the written documentation that supports his/her statement. The consultants stated that the engineer has to preform the calculations in order to make the statement anyway, so there is no additional work required. They are stating that since we are removing the special use permit and public hearing process, there should be documentation supporting compliance in the public record of the administrative permit in case the public or someone has concerns or poses questions to the City.*
- **Response:** A statement should be sufficient, in line with what is required by the state statute. Should there be a concern from the public, the carrier and the City can work together for that particular facility/site to review the calculations, etc.

Michael J. Walker

Regional Director, External Affairs

AT&T – North Carolina

Mobile: 336-501-6508

E-mail: mw4435@att.com

CITY OF HIGH POINT

AGENDA ITEM



Title: Receipt and Presentation of FY 2019-2020 Audit Report
From: Bobby D. Fitzjohn, Financial Services Director **Meeting Date:** December 7, 2020
Public Hearing: No **Advertising Date:** N/A
Attachments: Comprehensive Annual Financial Report **Advertised By:** N/A

PURPOSE: The City Council has the statutory responsibility under G.S. 159-34 to engage an auditor for the financial and compliance audit of the City's budgets, accounts, and grants. The presentation of the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 will be presented by the audit firm Cherry Bekaert LLP.

BACKGROUND: City Council approved the contract with Cherry Bekaert LLP for the financial and compliance audit of the City of High Point for the Fiscal Year July 1, 2019 to June 30, 2020 at its meeting of November 19, 2018. The Comprehensive Annual Financial Report was prepared by the City's Financial Services Department and was delivered to the Local Government Commission on October 30, 2020.

The Comprehensive Annual Financial Report can be found on the Financial Services section of the City's website.

<https://www.highpointnc.gov/1028/Financial-Services>

BUDGET IMPACT: None.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to acknowledge receipt of the City of High Point Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020 and related required communications from the City's auditors, Cherry Bekaert LLP.

**RESOLUTION TO ACCEPT THE DONATION OF REAL PROPERTY FROM
CHERYL HARRISON TO THE CITY**

WHEREAS, Cheryl Harrison desires to donate to the City of High Point three vacant lots located at 1500 Johnson Street, 1502 Johnson Street, and 1500 R1 Johnson Street, which are more particularly described in Deed Book 7132 at Page 972 Guilford County Registry ("Property"); and

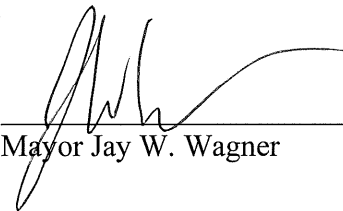
WHEREAS, ownership of this Property would be beneficial to the City and its citizens; and

WHEREAS, the High Point City Council finds that it is appropriate to accept said donation contingent upon completion of a title search confirming ownership interests and the allowing the City to obtain proper title insurance on said Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL
AS FOLLOWS:**

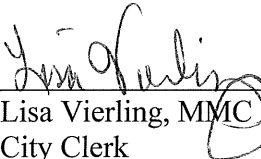
The donation of Property by Cheryl Harrison is hereby accepted contingent upon the completion of a title search confirming ownership and interests in the Property and the City being able to obtain proper title insurance on said Property.

Adopted this the 7th day of December, 2020.



Mayor Jay W. Wagner

ATTEST:



Lisa Vierling, MMC
City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Text Amendment 20-03
(Planning and Development Department)

From: Lee Burnette, Planning & Development
Director

Meeting Date: December 7, 2020

Public Hearing: Yes

Advertising Date: November 25, 2020 and
December 2, 2020

Attachments: A. Staff Report
B. Text Amendment Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to address revisions to the state watershed rules related to the powers and duties of staff, procedural changes for watershed variances, standards for surface water protection, and updates to terminology, references and definitions.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their November 10, 2020 regular meeting and took final action when the meeting was reconvened on November 12, 2020. On the date of final action, all members of the Commission were present except for Mr. Mark Walsh, Ms. Angela McGill and Ms. Joan Swift. Mr. Andy Piper, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

There were no speakers or comments in regards to this request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 6-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 6-0 to approve the following statement:

That Text Amendment 20-03 is consistent with the City's adopted policy guidance because the proposed amendments support goals and objectives in the Land Use Plan to ensure development

respects the natural environment and protects and preserves environmentally sensitive locations, including watershed critical areas. Furthermore, the request is reasonable and in the public interest because the amendments are necessary to implement changes made to the State's watershed protection rules and will help protect the environment and the city's water supply.

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

**STAFF REPORT
TEXT AMENDMENT 20-03
November 10, 2020**

Request	
Applicant: City of High Point Planning & Development Department	Affected Ordinance Sections: Section 2.1., <i>Summary Development Review Table</i> Section 2.2., <i>Review Authorities</i> Section 2.3., <i>Standard Review Procedures</i> Section 2.4., <i>Review Procedures Subject to Decision-Making Body Review and Decision</i> Section 2.5., <i>Review Procedures Subject to Staff Review and Decision</i> Section 6.2., <i>Watershed Protection</i> Section 7.1., <i>Subdivisions</i> Section 9.5., <i>Enforcement</i> Section 10.2., <i>Rules of Measurement</i> Section 10.3., <i>Abbreviations</i> Section 10.4., <i>Definitions</i>
Proposal: Amend various sections of the City of High Point Development Ordinance to address revisions to the state watershed rules related to the powers and duties of staff, procedural changes for watershed variances, standards for surface water protection, and updates to terminology, references and definitions.	

Background

In accordance with state statutes, state agencies are directed to review and update their existing rules at least every ten years. This prompted the N.C. Division of Water Resources (NC DWR) to propose changes to rules in the North Carolina Administrative Code related to water supply watershed protection, including those that apply in High Point. After the required comment period and public hearings held at the Environmental Management Commission and Rules Review Commission, several changes to the watershed protection rules were adopted and made effective on March 1, 2019 while others became effective on June 15, 2020 following a required period to allow for review by the General Assembly. As a delegated authority with the responsibility for implementing these rules, the City of High Point must amend its Development Ordinance to address those changes made by the State.

Details of Proposal

The following is a brief summary of the proposed amendments:

- **Section 1.** Amendment to Table 2.1.2., *Summary Development Review Table*, to remove the Watershed Variance as a separate procedure subject to decision-making body review and decision, and instead make it a type of variance, and to adjust the applicable review and recommendation authorities accordingly.

- **Section 2.** Amendments to remove watershed variances (minor) as an application to be reviewed and decided by the Technical Review Committee (TRC) in Table 2.2.7., *Technical Review Committee (TRC)*, to make corrections to terminology and add a power and duty in Table 2.2.11, *Engineering Services Director*, and to make corrections to terminology in Table 2.2.12, *Public Service Director*.
- **Section 3.** Amendments to make required procedural changes to the process for watershed variances, primarily related to removing Section 2.4.19., *Watershed Variance*, in its entirety and including them as a distinct type of variance decided by the Board of Adjustment after a quasi-judicial hearing, as well as other minor changes to terminology.
- **Section 4.** Amendments to make changes to the watershed protection standards within Section 6.2., *Watershed Protection*, to revise procedures, standards, terminology and references.
- **Section 5.** Amendment to Section 7.1.6., *Subdivision Standards*, to allow a reduced minimum rear setback where single family detached dwellings abut dedicated public or common area, such as required stream buffers.
- **Section 6.** Amendment to Section 9.5.1. *Responsibilities*, to add surface water buffer protection to the enforcement responsibilities of the Engineering Services Director.
- **Section 7.** Amendment to Section 10.2., *Rules of Measurement*, to add rules of measurement related to surface water buffers.
- **Section 8.** Amendment to Section 10.3., *Abbreviations*, to add and remove abbreviations that are referenced within the Ordinance.
- **Section 9.** Amendment to Section 10.4., *Definitions*, to add and remove definitions to terms that are referenced within the Ordinance.

Analysis

This text amendment is necessary due to recent changes in state watershed rules. However, these changes were designed to be no more restrictive than what was in place previously and were primarily intended to clarify the text, increase flexibility, and ensure consistency between the NC DWR's various watershed protection rules that are applicable across various watersheds in the state. While revising the corresponding text within the City's Development Ordinance, the staff identified other minor corrections or clarifications that have been included.

Section 1 involves changes to a table which identifies the procedures for decision-making bodies. The watershed variances would be removed as a distinct procedure currently decided by the Technical Review Committee (TRC) or the City Council, depending on whether it is considered

minor or major, and instead be included as a type of variance that would ultimately be decided by the Board of Adjustment (BOA). This is in response to the state watershed rules now requiring watershed variances, like other types of variances, be subject to a quasi-judicial hearing. The applicable review and recommendation authorities, as well as the notes, are adjusted accordingly.

Section 2 makes changes to the tables outlining the powers and duties of staff as they relate to watershed variances and surface water buffer protection. Similar to the previous section, minor watershed variances are removed as an application that is decided by TRC, although they would still review and make recommendations on watershed variances. The Engineering Services Director is designated the responsibility to coordinate implementation and enforcement of surface water buffer protection, as State rules require the person in that role be certified to make on-site surface water determinations, something they are already trained to do. However, surface water protection will continue to be a team effort of all relevant staff as it is now. Other revisions in this section involve minor updates to terminology.

Section 3 includes a variety of changes to the process for reviewing and deciding watershed variances. This primarily involves the removal of the section of the Development Ordinance related to watershed variances and moving those procedures into the general variances section, allowing for review by the BOA. In addition, the language has been updated to incorporate changes made to the State's rules.

Section 4 contains a variety of changes to the section of the Development Ordinance involving watershed protection standards to update procedures, terminology and references based on changes to the State's rules. It also makes other minor corrections to address existing errors in the text and other issues that were identified by staff.

Section 5 makes changes to the subdivision standards to allow a reduced minimum rear setback where single-family dwellings abut dedicated public or common area, including those that contain required stream buffers. This is the only section not spurred by changes to the State watershed rules but is something that staff previously identified as a useful provision that was contained in the prior Development Ordinance.

Section 6 adds surface water buffer protection to the responsibilities of the Engineering Services Director. As previously discussed, this is due to the state requirement that the person in this role be trained to make surface water determinations, although they may delegate this responsibility to others in their department.

Sections 7, 8 and 9 add and remove rules of measurement, abbreviations and definitions that are referenced in the Ordinance. Some of the definitions being added were found in the previous version of the Ordinance and are being reinserted after they were inadvertently left out.

Consistency with Adopted Policy Guidance:
Whether and the extent to which the proposed text amendment is consistent with the City's adopted policy guidance.

The proposed amendments support goals and objectives in the Land Use Plan to ensure development respects the natural environment and protects and preserves environmentally sensitive locations, including watershed critical areas.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed text amendment is reasonable and in the public interest.

The amendments are necessary to implement changes made to the State's watershed protection rules and will help protect the environment and the city's water supply.

Recommendation

Staff recommends approval.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

This report was prepared by Planning and Development Department staff member Andy Piper AICP, Senior Planner and reviewed by Chris Andrews AICP, Development Administrator, and G. Lee Burnette AICP, Director.

TEXT AMENDMENT 20-03

Ordinance #XXXX/XX-XX

Applicant: City of High Point

AN ORDINANCE AMENDING THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE

WHEREAS, the City of High Point adopted the “City of High Point Development Ordinance” on May 16, 2016, with an effective date of January 1, 2017, and subsequently amended; and

WHEREAS, public hearings were held before the Planning and Zoning Commission on November 10, 2020 and before the City Council on December 7, 2020 regarding Text Amendment 20-03; and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on November 3, 2020 for the Planning and Zoning Commission public hearing, and on November 25, 2020 and December 2, 2020 for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina.

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

SECTION 1.

That Table 2.1.2., *Summary Development Review Table*, regarding variances, is hereby amended as follows:

TABLE 2.1.2: SUMMARY DEVELOPMENT REVIEW TABLE				
Pre-application Conference & Citizen Information Meeting: M = Mandatory O = Optional Type of Action: C = Comment R = Recommendation D = Decision A = Appeal Type of Hearing: { } = Public Hearing [] = Quasi-Judicial Public Hearing Table symbols: "." = not applicable / / = see notes				
Procedure	Section Reference	Pre-application Conference	Citizen Information Meeting	Review Authorities
				Staff

TEXT AMENDMENT 20-03

Ordinance #XXXX/XX-XX

Applicant: City of High Point

				Planning and Development Director	Engineering Services Director	Technical Review Committee (TRC)	Urban Forestry Committee (UFC)	Historic Preservation Commission (HPC)	Planning & Zoning Commission (P&Z)	City Council	Board of Adjustment (BOA)
PROCEDURES SUBJECT TO DECISION-MAKING BODY REVIEW AND DECISION											
Variance	2.4.16	M	M	R <u>/5/</u>	R <u>/5/</u>	R <u>/5/</u>	.	.	.	.	[D]
Watershed Variance <u>Reserved</u>	2.4.19	Θ	-	-	-	D /5/	-	-	-	D /5/	-
NOTES:											
/5/ The Technical Review Committee decides minor watershed variances and provides a recommendation to the City Council <u>Board of Adjustment</u> on major watershed variances, <u>the Engineering Services Director provides a recommendation on flood damage prevention variances, and the Planning and Development Director provides a recommendation on all other variance requests.</u> Major watershed variances require approval by the City Council prior to consideration by the North Carolina Environmental Management Commission.											

SECTION 2.*(Regarding the powers and duties of staff for the watershed protection standards)***PART A.**That Table 2.2.7., *Technical Review Committee (TRC)*, is hereby amended as follows:

TABLE 2.2.7: TECHNICAL REVIEW COMMITTEE (TRC)	
A. POWERS AND DUTIES	1. APPLICATION REVIEW AND DECISION - TO REVIEW AND DECIDE APPLICATIONS FOR:
	(a) Easement reconveyances;
	(b) Group developments;
	(c) Preliminary plats;
	(d) Right-of-way encroachments (below ground); <u>and</u>
	(e) Site plans; and.
	(f) Watershed variances (minor).
	2. RECOMMENDATION AUTHORITY - TO COMMENT OR MAKE RECOMMENDATIONS ON THE FOLLOWING APPLICATIONS:
	(a) City construction and infrastructure projects and construction that may impact city infrastructure;
	(b) Planned development;
	(c) Right-of-way encroachment (above ground);
	(d) Street abandonments;
	(e) Voluntary annexations; and
	(f) Watershed variances (major).

PART B.

That Table 2.2.11., *Engineering Services Director*, is hereby amended as follows:

TABLE 2.2.11: ENGINEERING SERVICES DIRECTOR	
A. POWERS AND DUTIES	2. RECOMMENDATION AUTHORITY - TO COMMENT OR MAKE RECOMMENDATIONS ON THE FOLLOWING APPLICATIONS:
	(a) Appeals; and
	(b) Flood damage prevention variances <u>s requests.</u>

	3. OTHER POWERS AND DUTIES - THE ENGINEERING SERVICES DIRECTOR SHALL HAVE THE FOLLOWING OTHER POWERS AND DUTIES:
	(a) <i>(unchanged)</i>
	(b) <i>(unchanged)</i>
	(c) To investigate violations of soil and erosion control and flood damage prevention standards in accordance with Chapter 9: Enforcement.
	(d) To ensure that stormwater management devices and best management practices stormwater control measures for watershed protection are designed in accordance with Section 6.2, Watershed Protection, and the City's Stormwater Best Management Practices Design Manual.
	<u>(e) To coordinate the implementation and enforcement of the surface water buffer protection program, including certification to make on-site surface water determinations.</u>
	(e) (f) To perform any other related duties that the City Manager may direct.
	(f) (g) To exercise other powers and authority provided to them by the City Council, this Ordinance, or state law.

PART C.

That Table 2.2.12., *Public Services Director*, is hereby amended as follows:

TABLE 2.2.12: PUBLIC SERVICES DIRECTOR	
A. POWERS AND DUTIES	1. THE PUBLIC SERVICES DIRECTOR SHALL HAVE THE FOLLOWING POWERS AND DUTIES:
	(a) Inspection of stormwater management devices and best management practices stormwater control measures constructed in accordance with Section 6.2, Watershed Protection.
	(b) Investigate violations of stormwater management devices and best management practices stormwater control measures in accordance with Chapter 9: Enforcement.

	(c) (unchanged)
--	-----------------

SECTION 3.

(Regarding required procedural changes to process watershed variances)

PART A.

That Table 2.3.6., *Public Notification Timing Requirements*, is hereby amended as follows:

TABLE 2.3.6: PUBLIC NOTIFICATION TIMING REQUIREMENTS				
APPLICATION TYPE	DECISION- MAKING BODY REVIEW	TYPES OF REQUIRED PUBLIC NOTICE		
		PUBLISHED NOTICE	MAILED NOTICE	POSTED NOTICE
Variance [11]	BOA	X [1]	X [2]	X [3]
<u>[11] For watershed variances, the City shall notify and allow a reasonable comment period for all local governments having jurisdiction in the applicable designated watershed and any entity using the water supply for consumption.</u>				

PART B.

That Section 2.4.16., *Variance*, is hereby amended as follows:

A. **Applicability** (unchanged)

B. **Variances Distinguished** This section sets out the procedure and review standards for ~~two~~ **three** types of variances.

1. (unchanged)

2. (unchanged)

3. **The watershed variance may be used to request relief from the State's watershed protection standards in Section 6.2.. Watershed Protection, for two types of watershed variances:**

(a) Major Watershed Variances A major watershed variance is a variance from the minimum State watershed protection rules that results in:

(1) The relaxation of any surface water buffer width, density, built-upon area or minimum lot size requirement by a factor greater than 5 percent under the high-density option;

- (2) The relaxation of any surface water buffer width, density, built-upon area or minimum lot size requirement by a factor greater than 10 percent under the low-density option;
- (3) The permission to allow activities deemed allowable with exception in accordance with Section 6.2.9.C.5., New Development and Activities, impacting greater than one-third of an acre of a surface water buffer; or
- (4) Any variation in the design, maintenance or operation requirements of an approved stormwater control measure.
- (b) Minor Watershed Variances A minor watershed variance is a variance from the minimum State watershed protection rules that results in:
 - (1) The relaxation of any surface water buffer width, density, built-upon area or minimum lot size requirement by a factor of up to 5 percent under the high-density option;
 - (2) The relaxation of any surface water buffer width, density, built-upon area or minimum lot size requirement by a factor up to 10 percent under the low-density option; or
 - (3) The permission to allow activities deemed allowable with exception in accordance with Section 6.2.9.C.5., New Development and Activities, impacting equal to or less than one-third of an acre of a surface water buffer.

C. **Variance Procedure**

1. and 2. *(unchanged)*

3. **Staff Review**

(a) *(unchanged)*

(b) **Dependent upon the type of variance, the Planning and Development Director, Engineering Services Director or TRC** shall review the application, prepare a staff report, and provide a recommendation in accordance with Section 2.4.16 D, Variance Review Standards.

4. – 6. *(unchanged)*

7. ~~**Notification of Decision The decision of the BOA shall be delivered by personal service, electronic mail, or by first class mail to the applicant, the landowner, and to any person who has submitted a written request for a copy prior to the date the decision becomes effective. The person providing notification of decision shall certify that proper notification has been made.**~~ **North Carolina Environmental Management Commission (EMC) Review**

(a) Table 2.4.16., N.C. Environmental Management Commission (EMC) Review of Watershed Variances, shows the circumstances under which a watershed variance request must be reviewed by the EMC.

(Insert the following new table)

TABLE 2.4.16.: N.C. ENVIRONMENTAL MANAGEMENT COMMISSION (EMC) REVIEW of WATERSHED VARIANCES	
A. RECOMMENDATION TO EMC	1. Major Watershed Variance to Relax Surface Water Buffer Width, Density, BUA or Minimum Lot Size Requirements
	If BOA decides in favor of granting the major variance request, then the application shall be forwarded to EMC with a watershed variance report.
	2. Major Watershed Variance to Allow Activities Impacting a Surface Water Buffer
	If BOA decides in favor of granting the major variance request, then a watershed variance report must be prepared within 60 days of receiving a complete application and forwarded to DWR.
B. FINAL DECISION MADE WITHIN 60 DAYS	1. Major Watershed Variance to Allow Activities Impacting a Surface Water Buffer
	A final decision must occur within 60 days following the watershed variance report being posted on the DWR website.

(b) If the BOA does not recommend approval of a major watershed variance, it shall be deemed denied and shall not be forwarded to the EMC.

(c) If the EMC approves the major watershed variance, then it will prepare a decision that includes any conditions or stipulations added by the EMC and authorizing the BOA to issue a final decision granting the variance.

(d) If the EMC denies the major watershed variance, then it will prepare a decision authorizing the BOA to issue a final decision denying the variance.

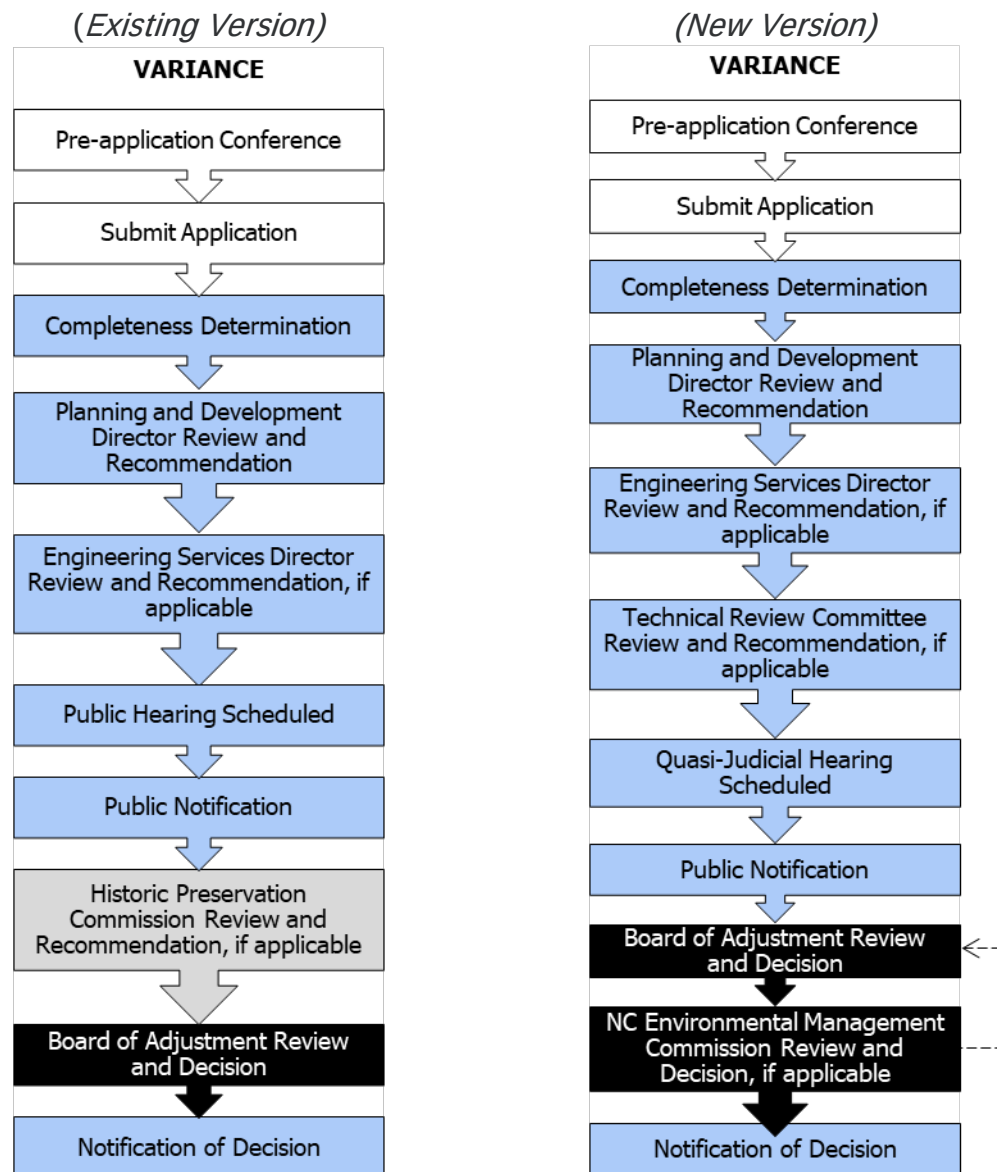
8. Notification of Decision The decision of the BOA shall be delivered by personal service, electronic mail, or by first-class mail to the applicant, the landowner, and to any person who has submitted a written request for a copy prior to the date the decision becomes effective. The person providing notification of decision shall certify that proper notification has been made.

TEXT AMENDMENT 20-03

Ordinance #XXXX/XX-XX

Applicant: City of High Point

(Replace the existing Variance Procedure flowchart with new version)



D. Variance Review Standards

1. *(unchanged)*
2. **Flood Damage Prevention Variance Standards** A ~~zoning~~ **flood damage prevention** variance shall be approved upon evidence presented that demonstrates the following requirements are met and the required findings made:
3. **Watershed Variance Standards** A **watershed variance (major or minor)** **shall be approved upon evidence presented that demonstrates the following requirements are met and the required findings are made:**
 - (a) General Requirements**

- (1) Where the watershed protection standards in this Ordinance exceed the State's minimum watershed protection standards, then a modification to the requirements may be requested in accordance with Section 6.2.16., Watershed Modifications.
- (2) The applicant shall demonstrate that the project meets all the following criteria:

 - (i) The basic project purpose cannot be practically accomplished in a manner that would avoid or better minimize disturbance, preserve aquatic life and habitat, and protect water quality;
 - (ii) The development activity cannot practically be reduced in size or density, reconfigured or redesigned to better minimize disturbance, preserve aquatic life and habitat, and protect water quality;
 - (iii) Stormwater control measures shall be used to minimize disturbance, preserve aquatic life and habitat, protect water quality, and will function in perpetuity;
 - (iv) For requests involving the permission to allow activities deemed allowable with exception in accordance with Section 6.2.9.C.5., New Development and Activities, it shall be necessary to demonstrate that, in the absence of the variance, the applicant can secure no reasonable return from, nor make reasonable use of their property; and
 - (v) The variance results in the minimum possible deviation from the terms of the surface buffer requirements that shall make reasonable use of the property possible.
- (3) The act of purchasing property with knowledge that circumstances exist that may justify the granting of the variance shall not be regarded as a self-created hardship.
- (4) None of the following may be used as the basis for approving a watershed variance:

 - (i) Neither the nonconforming use of lands, buildings, or structures in the same zoning district, nor the permitted use of lands, buildings, or structures in other zoning districts;
 - (ii) Difficulties or hardships resulting from personal circumstances or resulting from conditions that are common to the neighborhood or the general public;
 - (iii) Hardships resulting from factors other than application of the relevant standards of this Ordinance;
 - (iv) That granting the variance would allow greater profit from the property; or

(v) Financial hardship.

(b) Required Findings

- (1) There are practical difficulties or unnecessary hardships that prevent compliance with the Ordinance.**
- (2) The difficulty or hardship results from conditions that are peculiar to the physical nature of the property, such as location, size, shape, or topography.**
- (3) The difficulty or hardship did not result from actions taken by the applicant or the property owner.**
- (4) The variance is consistent with the spirit, purpose, and intent of the Ordinance, such that water quality is protected, public safety and welfare is secured, and substantial justice is achieved.**
- (5) The variance will ensure equal or better protection of the waters of the State than the requirements of this Ordinance.**

E. Conditions of Approval *(unchanged)*

F. Effect

1. **General** Approval of a ~~zoning~~ variance ~~or flood damage prevention variance~~ authorizes only the particular regulatory relief approved by the BOA. It does not exempt the applicant from the responsibility to obtain all other permits or development approvals required by this Ordinance or any other applicable laws, and does not indicate that the development for which the variance is granted should receive other permits or development approvals under this Ordinance unless the relevant and applicable portions of this Ordinance are met.
2. *(unchanged)*
3. **Records** Upon request, the Engineering Services Director shall report all flood damage prevention variances approved in accordance with this section to the Federal Emergency Management Agency and the State of North Carolina. **The Planning and Development Director shall maintain a record of all watershed variances and provide those records to the DWR upon request in accordance with Section 6.2.17., Watershed Accounting.**

PART C.

That Section 2.4.19., *Watershed Variance*, is hereby deleted in its entirety and Section 2.4.19. is "Reserved" for future use.

PART D.

That Section 2.5.14.A., *Applicability*, is hereby amended as follows:

A. **Applicability** Site plan review is applicable to any development activity that includes constructing a building or increasing the amount of ~~impervious surface~~ **built-upon area** other than group development, single-family detached dwelling, duplex, including their accessory buildings.

SECTION 4.

(Regarding required changes to the watershed protection standards)

PART A.

That Sections 6.2.1., *Purpose and Intent*, 6.2.2., *Applicability*, 6.2.5., *Compliance with Previously Approved Plans*, and 6.2.7., *How to Use This Section*, are hereby amended as follows:

6.2.1. – Purpose and Intent

These watershed protection standards are established in accordance with the requirements in the North Carolina General Statutes Sections 143-214.5 ~~through and~~ 143-214.7 related to water supply watershed **and surface water** protection. They are intended to regulate residential density and impervious surface cover in water supply watershed ~~drainage~~ areas, to control non-point source water pollution, and protect ~~drinking~~ water quality.

6.2.2. – Applicability

A. **Authority** The City Council is authorized to adopt these provisions in accordance with North Carolina General Statutes Sections 143-214.5, ~~143-214.6~~ and 143-214.7, Section 160-A-314, the rules promulgated by the North Carolina Environmental Management Commission, and all other relevant laws of the State of North Carolina.

6.2.3. – 6.2.4. *(unchanged)*

6.2.5. – Compliance with Previously Approved Plans

Any restrictions upon building location, drainageways, pavement, or other built-upon area, ~~percentage of impervious surface area,~~ **the percentage and** location of built-upon area, or any other matter appearing on any previously approved watershed development plan covering the subject land shall be complied with unless and until replaced by an approved revised watershed development plan meeting the requirements of this section.

6.2.6. *(unchanged)*

6.2.7. – How to Use This Section

- D. Classify the development as high or low density as established in Table 6.2.9.C1, Minimum Surface Water Buffer Width Requirements;

PART B.

That Section 6.2.9., *Protection of Fragile Areas*, is hereby amended as follows:

A. Land Disturbance Minimization (*unchanged*)

B. Floodplain Protection (*unchanged*)

C. Surface Water Buffers

1. Applicability

- (a) This subsection applies to all development and activities with the exception of activities conducted under the authority of North Carolina, the United States, multiple jurisdictions or local units of government, and forest harvesting and agricultural activities, **including agricultural ponds.**
- (b) The NC Division of Water Resources shall administer the requirements of Rule 15A NCAC 02B ~~.0250~~ **.0724** and .0295 (Randleman Lake Water Supply Watershed: Protection and Maintenance of Existing Riparian Buffers and Mitigation Program Requirements for Protection and Maintenance of Riparian Buffers, respectively) for these jurisdictions and activities.

2. Perennial and Intermittent Surface Water Buffers Required

- (a) A surface water buffer shall be maintained with a minimum width as specified in Table 6.2.9.C1, Minimum Surface Water Buffer Width Requirements, measured landward from the normal water level for lakes and ponds and from the top of bank of each side for perennial and intermittent streams.
- (b) Wetlands adjacent to surface waters or within 50 feet of surface waters shall be considered as part of the surface water buffer but are regulated pursuant to **applicable state and federal laws and rules** ~~15A NCAC 02H .0506~~.
- (c) These surface waters are indicated on any of the following maps or if there is site-specific evidence that indicates the presence of waters not shown on any of these maps:
- (1) (*unchanged*)
- (2) The ~~hard copy Soil Survey maps developed~~ **most recent version of the published manuscript of the soil survey map that shows stream layers prepared** by the USDA Natural Resource Conservation Service; or
- (3) (*unchanged*)

- (d) Where the specific origination point of a perennial or an intermittent stream is in question, parties subject to this section shall request the Engineering Services Director to make a determination in accordance with Rule 15A NCAC 2B ~~0250(4)(b)~~ **.0724(4)**.

TABLE 6.2.9.C1: MINIMUM SURFACE WATER BUFFER WIDTH REQUIREMENTS

WATER CLASSIFICATION	MINIMUM BUFFER WIDTH				
	LOW DENSITY DEVELOPMENT [1]		HIGH DENSITY DEVELOPMENT [2]		
	ZONE 1 (FEET)	ZONE 2 (FEET)	ZONE 1 (FEET)	ZONE 2 (FEET)	ZONE 3 (FEET)
Perennial Surface Waters (Streams, Lakes and Ponds)	50		100		
	30	20 [3]	30	20 [3]	50
Intermittent Surface Waters (Streams, Lakes and Ponds)	50		50		
	30	20 [3]	30	20 [3]	n/a

NOTES: *(Municode – for text below align left instead of centered)*

[1] Low Density Development is development that is equal to or less than 2 dwelling units per acre or 24 percent built-upon area in all watersheds except Randleman Lake. Low Density Development in the Randleman Lake watershed is development that is equal to or less than 1 dwelling unit per acre or 12 percent built-upon area

[2] High Density Development is development that is greater than 2 dwelling units per acre or 24 percent built-upon area in all watersheds except Randleman Lake. High density development in the Randleman Lake watershed is development that is greater than 1 dwelling unit per acre or 12 percent built-upon area

[3] Additional buffer requirements apply where surface waters abut moderate to steep slopes in accordance with Section 6.2.9 D, Slope and Buffer Protection

3. Exemption Based on On-site Determination

- (a) *(unchanged)*
(b) *(unchanged)*

(c) The Engineering Services Director may also accept the results of **site assessments a surface water determination** made by other qualified parties.

(d) On-site surface water determinations shall expire 5 years from the date of the determination.

~~(d)~~ **(e) Any disputes over on-site surface water determinations shall be referred to the Director of the N.C. Division of Water Resources (DWR), in writing within 60 calendar days of written notification of the determination.**

(f) The decision by the Director of the DWR is subject to review as provided in Articles 3 and 4 of NCGS 150B.

~~(e)(g) A determination by the Director of the DWR as to the accuracy or application of the maps is subject to review as provided in Articles 3 and 4 of N.C.G.S. 150B.~~ Surface waters that appear on the maps shall not be subject to these buffer requirements if **a site evaluation an on-site surface water determination** reveals any of the following cases:

(1) *(unchanged)*

(2) ~~Areas mapped as intermittent streams, perennial streams, lakes, ponds or estuaries on the most recent versions of the United States Geological Survey 1:24,000 scale (7.5 minute quadrangle) topographic maps, hard copy soil survey maps, or other EMC approved stream maps where no~~ **The absence on the ground of a corresponding** perennial water body, intermittent water body, lake, **reservoir or** pond ~~or estuary actually exists on the ground;~~

(3) *(unchanged)*

(4) ~~Ponds~~ **Manmade ponds** and lakes ~~created for animal watering, irrigation or other agricultural uses~~ that are not ~~part of a natural drainage way that is classified in accordance with 15A NCAG 02B .0100. Ponds are part of the natural drainage way when they are hydrologically connected (i.e., the pond is~~ fed by an intermittent or perennial stream) ~~or nor when they~~ have a direct discharge point to an intermittent or perennial stream.

4. **Exemptions for Existing Development and Activities** Existing development that was present within a surface water buffer on the effective date the surface water buffer requirements were established is allowed to continue and is exempt

from the requirements of Section 6.2.9 C, Surface Water Buffers, to the extent specified below:

(a) *(unchanged)*

(b) *(unchanged)*

(c) Activities necessary to maintain existing development are allowed provided the site remains similarly vegetated, no ~~impervious surface~~ **built-upon area** is added within ~~Zone 1 or 2 of~~ the surface water buffer where it did not previously exist, and ~~diffuse flow is maintained~~ **the requirements of Section 6.2.9.C.6.(b)(2), Stormwater Runoff Through Zones 1 & 2 of Surface Water Buffers, are met.**

(d) Grading and revegetating of Zones ~~2 and 3~~ **2 and 3** is allowed for existing development upon review and approval of the TRC provided the health of the vegetation in Zone 1 is not compromised, the ground is stabilized, and ~~the existing diffuse flow is maintained~~ **the requirements of section 6.2.9.C.6.(b)(2), Stormwater Runoff Through Zones 1 and 2 of Surface Water Buffers, are met.**

(e) In addition, projects or development specified in 15A NCAC 02B ~~.250(6)(b)~~ **.0724(6)(a)** may be determined to be exempted in accordance with the requirements of that section.

(f) *(unchanged)*

5. **New Development and Activities** N.C. Administrative Code Section 15A NCAC 02B ~~.0250(9)~~ **.0724(11)** lists potential new development and activities within the buffer and categorizes them as ~~exempt, allowable, or allowable with mitigation~~ **deemed allowable, allowable upon authorization, or allowable with mitigation upon authorization.** All development and activities not categorized as ~~exempt, allowable, or allowable with mitigation~~ **deemed allowable, allowable upon authorization, or allowable with mitigation upon authorization** are considered ~~prohibited~~ **allowable with exception** and may not proceed within the surface water buffer, or outside the buffer if the development or activity would impact the buffer, unless a **watershed** variance is granted in accordance with Section ~~2.4.19, Watershed Variance~~ **2.4.16, Variance**. Watershed development plan approval, as provided for in Section 6.2.9 C.9, Watershed Plan Approval, is required for all new development and activity that is ~~not prohibited~~ **allowable**. Such an approved plan shall constitute written authorization for uses that are allowable **upon authorization** or allowable with mitigation **upon authorization** and a statement to that effect shall be included on the approved plan. The requirements for each category are as follows:

- (a) ~~Exempt Development Deemed Allowable Development~~ Development and activities designated as ~~exempt deemed allowable~~ are permissible without issuance of an authorization certificate by the TRC provided that they adhere to the limitations of the activity as defined in NC Administrative Code Section 15A NCAC 02B ~~.0250(9)~~ .0724(11). In addition, artificial streambank and shoreline stabilization is allowable in the Uwharrie (Lake Reece) and Lake Thom-A-Lex water supply watersheds, and in any non-water supply watershed. Deemed allowable exempt development and activities shall be designed, constructed, and maintained to minimize vegetation and soil disturbance and to provide the maximum water quality protection practicable, including construction, monitoring and maintenance activities.
- (b) ~~Development Allowable Upon Authorization Development~~ Development and activities designated as allowable upon authorization may proceed provided that there are no practical alternatives to the requested development or activity and an authorization certificate is issued in accordance with Section 6.2.9 C.10, ~~Determination of No Practical Alternatives Authorization Certificates~~. This includes construction, monitoring, and maintenance activities. In addition, in the Uwharrie (Lake Reece) and Lake Thom-A-Lex water supply watersheds, and in any non-water supply watershed, publicly-funded linear projects such as roads, greenways, and sidewalks; water dependent structures such as docks; and minimal footprint uses such as poles, signs, utility appurtenances, and security lights are allowed provided there are no practical alternatives for locating them elsewhere, the built-upon area is minimized and channelization of stormwater runoff is avoided.
- (c) ~~Development Allowable with Mitigation Upon Authorization~~ Development and activities designated as allowable with mitigation upon authorization may proceed provided that there are no practical alternatives to the requested development or activity, an authorization certificate is issued in accordance with Section 6.2.9 C 10, ~~Determination of No Practical Alternatives Authorization Certificates~~, and an appropriate mitigation strategy is approved in accordance with Section 6.2.9 C.11, Mitigation.

6. Surface Water Buffer Zones

- (a) **Location** Required surface water buffers consist of 2 or 3 zones depending on the density of development and stream classification, as shown in Table 6.2.9.C1, Minimum Surface Water Buffer Width Requirements.
- (1) **Zone 1** Zone 1 shall be the first 30 feet landward on all sides from the top of the stream bank or normal water level of other water bodies ~~on all sides of the surface water~~ measured horizontally on a line perpendicular to ~~a vertical line marking the top of the bank the surface water.~~
- (2) through (4) *(unchanged)*
- (b) **Standards** Zones 1 and 2 shall be undisturbed except as allowed in this section. Zone 3 can be disturbed but must remain vegetated in accordance with these standards.
- (1) **Development in Zones 1 and 2**
- (i) New development or land disturbing activities shall not be allowed in Zones 1 or 2 of the surface water buffer, except as allowed in NC Administrative Code Section 15A NCAC 02B ~~.0250(9)~~ .0724(10).
- (ii) *(unchanged)*
- (iii) Allowed activities shall ~~minimize built-upon surface area, divert runoff away from surface waters~~ be designed, constructed and maintained to minimize vegetation and soil disturbance and protect water quality to the maximum extent practical ~~through the use of Best Management Practices.~~
- (iv) *(unchanged)*
- (2) ~~Diffuse Flow Requirements in Zones 1 and 2~~ Stormwater Runoff Through Zones 1 and 2 of Surface Water Buffers ~~The following diffuse flow requirements~~ Stormwater runoff through Zones 1 and 2 of surface water buffers shall maintain dispersed flow, or if stormwater conveyances, such as roadside and other drainage ditches, are used to carry runoff through Zones 1 and 2 of surface water buffers, they must be met: meet the requirements specified in Table 6.2.9.C.2, Stormwater Runoff Through Zones 1 & 2 of Surface Water Buffers.
- (i) ~~Diffuse flow must be maintained to the maximum extent practical through dispersing concentrated flow and re-establishment of vegetation to maintain the effectiveness of the surface water buffer.~~

- ~~(ii) Concentrated runoff from the new ditches or manmade conveyances must be dispersed into diffuse flow before the runoff enters Zone 2 of the surface water buffer. Existing ditches and manmade conveyances are exempt from this requirement; however, care shall be taken to minimize pollutant loading through these existing ditches and manmade conveyances from fertilizer application or erosion.~~
- ~~(iii) Periodic corrective action to restore diffuse flow shall be taken by the landowner if necessary to impede the formation of erosion gullies that allow concentrated flow to bypass treatment in the surface water buffer.~~
- ~~(iv) Diffuse flow of runoff shall be maintained in the riparian buffer by dispersing concentrated flow and reestablishing vegetation in new ditches.~~
- ~~(v) Concentrated runoff from new ditches or manmade conveyances shall be converted to diffuse flow at non-erosive velocities before the runoff enters Zone 2 of the riparian buffer.~~
- ~~(vi) Periodic corrective action to restore diffuse flow in new ditches or manmade conveyances shall be taken if necessary to impede the formation of erosion gullies; and~~
- ~~(vii) No new stormwater conveyances are allowed through the buffers except for those specified in NC Administrative Code Section 15A NCAC 02B .0250(9), addressing stormwater management ponds, drainage ditches, roadside ditches and stormwater conveyances.~~

(Insert the following new table)

TABLE 6.2.9.C2: STORMWATER RUNOFF THROUGH ZONES 1 & 2 OF SURFACE WATER BUFFERS	
A. DEEMED ALLOWABLE	1. New drainage conveyances from a primary Stormwater Control Measure (SCM) when designed to treat the drainage area to the conveyance and the conveyances comply with an approved watershed development plan.

TEXT AMENDMENT 20-03

Ordinance #XXXX/XX-XX

Applicant: City of High Point

	2. New stormwater flow to existing drainage conveyances provided the addition of new flow does not result in the need to alter the conveyance.
B. DEEMED ALLOWABLE UPON AUTHORIZATION	1. New drainage conveyances from a primary Stormwater Control Measure (SCM) that are not approved under a State stormwater program or State-approved local government stormwater program.
	2. New drainage conveyances when the flow rate is less than 0.5 cubic feet per second during the peak flow from the 0.75 inch per hour storm.
	3. New stormwater runoff that has been treated through a level spreader-filter strip that complies with 15A NCAC 02H .1059.
	4. Realignment of existing roadside drainage conveyances applicable to publicly funded and maintained linear transportation facilities when retaining or improving the design dimensions provided that no additional travel lanes are added, and the minimum required roadway typical section is used based on traffic and safety considerations.
	5. Realignment of existing drainage conveyances retaining or improving the design dimensions provided that the size of the drainage area and the percent built-upon area within the drainage area remain the same.
	6. New or altered drainage conveyances applicable to publicly funded and maintained linear transportation facilities provided that SCMs or BMPs from the NCDOT Stormwater Best Management Practices Toolbox are employed.
	7. New drainage conveyances applicable to publicly funded and maintained linear transportation facilities that do not provide a stormwater management facility due to topography constraints provided other measures are employed to protect downstream water quality to the maximum extent practical.
	8. New drainage conveyances where the drainage area to the conveyance has no new built-upon area and the conveyance is necessary only for bypass of existing drainage.
NOTES:	
[1] Regardless of type, stormwater conveyances shall not erode through the buffer nor cause erosion to the receiving waterbody.	
[2] Other types of stormwater conveyances shall only be allowed upon approval of a watershed variance in accordance with Section 2.4.16., Variance.	

(3) **Zone 3**

- (i) *(unchanged)*
- (ii) *(unchanged)*
- (iii) New development shall not be allowed in Zone 3 of the surface water buffer, except those developments and activities allowed in Zones 1 and 2 where the TRC ~~makes a no practical alternatives determination~~ **issues an authorization certificate**.
- (iv) Allowed activities shall ~~minimize built-upon surface area, divert runoff away from surface waters be designed, constructed and maintained to minimize vegetation and soil disturbance~~ and protect water quality to the maximum extent practical ~~through the use of Best Management Practices~~.

7. **Channelization** *(unchanged)*

8. **New Lots in the Surface Water Buffer** To the extent practical, no new single-family ~~detached~~ or duplex residential lots shall be created which are entirely or partly contained within the surface water buffer.

9. **Watershed Plan Approval** The TRC shall approve a watershed development plan only if the plan proposes to avoid impacts to surface water buffers defined in Section 6.2.9.C, Surface Water Buffers, or where the plan proposes to impact such buffers, it demonstrates that the applicant has done the following, as applicable:

- (a) *(unchanged)*
- (b) Received ~~a determination of no practical alternatives an~~ **authorization certificate** for activities in Zones ~~3-1 & 2 of the surface water buffers~~ **on for** the approved watershed development plan from the TRC pursuant to Section 6.2.9 C.10, ~~Determination of No Practical Alternatives~~ **Authorization Certificates**;
- (c) *(unchanged)*
- (d) Received a variance pursuant to Section ~~2.4.19, Watershed Variance~~ **2.4.16, Variance**.

10. ~~Determination of No Practical Alternatives~~ **Authorization Certificates**

- (a) Applicants undertaking development or activities designated as allowable **upon authorization, or** allowable with mitigation **upon authorization, or allowable with exception** shall submit a watershed development plan with a request for ~~a no practical alternatives determination an~~ **authorization certificate** to the TRC. The applicant shall ~~certify~~

demonstrate that the project meets all the following criteria ~~for a determination of no practical alternatives:~~

- (1) The basic project purpose cannot be practically accomplished in a manner that would **avoid or** better minimize disturbance, preserve aquatic life and habitat and protect water quality;
 - (2) The use cannot practically be reduced in ~~a~~-size or density, reconfigured or redesigned to better minimize disturbance, preserve aquatic life and habitat and protect water quality; and
 - (3) ~~Best management practices~~ **Stormwater control measures** shall be used ~~if necessary~~ to minimize disturbance, preserve aquatic life and habitat and protect water quality.
- (b) The applicant shall submit a watershed development plan ~~containing at least the following information on a form supplied by the Planning and Development Department~~ **and written documentation** in support of their assertion of no practical alternatives ~~determination that contains the following:~~
- (1) An explanation of why this plan for the development or activity cannot be practically accomplished, reduced, **relocated** or reconfigured to **avoid or** better minimize disturbance to the riparian buffer, preserve aquatic life and habitat and protect water quality; and
 - (2) Plans for any ~~best management practices~~ **stormwater control measures** proposed to be used to control the impacts associated with the development or activity.
- (c) Within 60 days of a submission that addresses subsection (b) above, the TRC shall review the entire project and ~~make a finding of fact as to whether the criteria~~ **issue an authorization certificate, deny the authorization certificate, or request additional information in subsection (a) of this section have been met. When additional information is requested, the 60-day review period restarts upon receipt of all the additional information requested. A determination of no practical alternatives** ~~TRC decision that all the criteria in subsection (a) of this section are met~~ shall result in issuance of ~~a certification of an authorization certificate for~~ the approved watershed development plan. **Should TRC fail to take action or request additional information within the 60-day review period, then the requested authorization certificate shall be issued** ~~Failure to act within 60 days shall be construed as a finding of no practical alternatives and~~

~~a certification on the watershed development plan shall be issued to the applicant~~ unless one of the following occurs:

- (1) *(unchanged)*;
- (2) *(unchanged)*;
- (3) The final decision is to be made pursuant to a watershed variance decision ~~public hearing~~; ~~or~~
- (4) The applicant refuses access to its records or premises for the purpose of gathering information necessary for the TRC to make a decision; ~~or~~;
- (5) Information necessary for a decision is unavailable.**

- (d) The TRC may attach conditions as provided in Section 2.3.10., Conditions of Approval, to the ~~determination of no practical alternatives~~ authorization certificate that ~~support the purpose, spirit and intent of ensure compliance with~~ this Ordinance.

11. **Mitigation** Mitigation in accordance with the requirements of 15A NCAC 02B .0295 shall apply to persons who wish to impact a surface water buffer when one of the following applies:

- (a) An applicant ~~person has~~ received ~~authorization~~ an authorization certificate pursuant to Section 6.2.9 C.10, ~~Determination of No Practical Alternatives~~ Authorization Certificates, of this section for a proposed development or activity that is ~~designed~~ designated as allowable with mitigation upon authorization; or
- (b) An applicant ~~person has~~ received a variance pursuant to Section ~~2.4.19, Watershed Variance~~ 2.4.16, Variance, of this Ordinance and is required to perform mitigation as a condition of a variance approval.

12. **Surface Water Buffer Variances** ~~Variances pertain to prohibited uses or activities in the surface water buffer. There are 2 types of variances from the surface water buffer requirements of this section. They are:~~

- (a) ~~A major variance, which is a variance that pertains to activities that impact any portion of Zone 1.~~ Variations to or exceptions in the State watershed protection surface water buffer rules contained in this section are considered watershed variances in accordance with Section 2.4.16, Variances.
- (b) ~~A minor variance, which is a variance that pertains to activities that impact any portion of Zone 2 of a surface water buffer.~~ Variations to the requirements of this section that are more stringent than the State minimum requirements are considered watershed modifications in accordance with Section 6.2.16., Watershed Modifications.

13. Appeals

(a) An appeal of ~~determinations of no-practical-alternatives an~~
authorization certificate decision of ~~by the~~ TRC shall comply with
Section ~~2.4.19, Watershed Variance~~ 2.4.3., Appeal.

(b) An appeal pursuant to the requirements of Section 6.2.9 C, Surface Water Buffers, which applies to activities conducted under the authority of the State, the United States, multiple jurisdictions or local units of government, forest harvesting and agricultural activities, shall be referred to the Director of the NCDWR for review, as provided for in North Carolina General Statutes Chapter 150B Articles 3 and 4.

D. **Slope and Buffer Protection** (*unchanged*)

E. **Additional Protection in Watershed Critical Areas** (*unchanged*)

PART C.

That Section 6.2.10.B.2., *Minimize Land Disturbance and Built-upon Area*, is hereby amended as follows:

2. **Minimize Land Disturbance and Built-Upon Area** Design development to provide the following:
 - (a) (*unchanged*)
 - (b) Shared parking and drives where possible to further reduce built-upon area;
and
 - (c) Use of multiple ~~best-management-practices~~ stormwater control measures such as bio-retention cells and infiltration areas to minimize impact; **and**
 - (d) Step floor elevations to fit terrain and avoid slab-on-grade construction to minimize land disturbance.

PART D.

That all references to “engineered stormwater controls” in Table 6.2.11.A1, *Minimum Stormwater Controls Required in the General Watershed Area and in Non-water Supply Watersheds*, and Table 6.2.11.A2, *Minimum Stormwater Controls Required in the Watershed Critical Area*, are hereby changed to “primary stormwater control measures.”

PART E.

That Section 6.2.11.B., *Methods of Stormwater Control*, is hereby amended as follows:

B. ~~Methods of Stormwater Control~~ Measures

1. **Vegetated Conveyances for Low Density Development To the maximum extent practical, as determined by TRC, ~~So~~ stormwater runoff shall be transported from the development to vegetated areas as dispersed flow or by vegetated conveyances to the maximum extent practical, as determined by the TRC in accordance with the following.**
 - (a) Site-specific factors, such as topography, site layout, and protection of water quality, shall be considered.**
 - (b) Vegetated conveyances shall be maintained in perpetuity and meet the following criteria:**
 - (1) Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and**
 - (2) The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm event as demonstrated by engineering calculations.**
 - (c) In lieu of vegetated conveyances, curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas are allowed, subject to the following requirements:**
 - (1) The curb outlets shall be located such that the swale or vegetated area can carry the peak flow from the 10-year storm and at a non-erosive velocity;**
 - (2) The longitudinal slope of the swale or vegetated area shall not exceed 5 percent except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;**
 - (3) The swale's cross section shall be trapezoidal with a minimum bottom width of 2 feet;**
 - (4) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);**
 - (5) The minimum length of the swale or vegetated area shall be 100 feet; and**
 - (6) Treatment swales designed in accordance with 15A NCAC 02H .1061 may be used in lieu of the requirements specified in items (1) through (5) above.**
2. **Alternate Measures** As required by Table 6.2.11.A1: **Minimum Stormwater Controls Required in the General Watershed Area and in Non-Water Supply Watersheds** and Table 6.2.11.A2: **Minimum Stormwater Controls Required in the Watershed Critical Area**, the following stormwater **control measures management facilities** are considered alternate measures that may be allowed provided that they meet the standards of the City of High Point *Stormwater Best Management Practices Design Manual*.

- (a) through (e) (*unchanged*)
- (f) Any ~~best management practices~~ **stormwater control measures** approved by the Engineering Services Director that complies with the performance standards of control of the first ½ inch of rainfall.
- 3. **Engineered Primary Stormwater Controls Measures for High Density Development** In accordance with Table 6.2.11.A1: **Minimum Stormwater Controls Required in the General Watershed Area and in Non-Water Supply Watersheds** and Table 6.2.11.A2: **Minimum Stormwater Controls Required in the Watershed Critical Area**, stormwater **control measures management facilities, such as wet detention ponds,** meeting the performance standards of control of the first 1 inch of rainfall and removal of 85 percent of total suspended solids (TSS) **or limiting annual runoff volume after development to not more than 10 percent of the annual runoff volume before development** shall be used to control stormwater runoff in compliance with the City of High Point *Stormwater Best Management Practices Design Manual*. In-lieu of an on-site engineered stormwater control, developments may participate in a regional stormwater control program in compliance with the requirements of Section 6.2.11 C, Participation in a Regional Stormwater Control Program.

PART F.

That all references to “stormwater management facility” and “stormwater management facilities” in Section 6.2.11.D., *Improvements*, are hereby changed to “stormwater control measure” and “stormwater control measures” respectively.

PART G.

That Section 6.2.11.D.5., *Operation and Maintenance Agreement*, is hereby amended as follows:

- 5. Operation and Maintenance Agreement
 - (a) (*unchanged*)
 - (b) The agreement must be approved by the ~~Planning and Development Director~~ **Public Services Director** and shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the stormwater **control measures management facilities.**
 - (c) through (k) (*unchanged*)

PART H.

That Section 6.2.11.E.6., *Engineered Stormwater Controls and Alternate Measures*, is hereby amended as follows:

- 6. ~~Engineered Stormwater Controls and Alternate Measures~~ When ~~a permanent-engineered~~ stormwater control ~~structure or alternate measures,~~ including participation in a regional stormwater control program, is

required for a development to comply with the requirements of this section, a North Carolina registered professional engineer shall prepare the plan with the Engineer's Certification of Runoff Control as set out in the City's *Development Guide* affixed, signed, sealed, and dated.

PART I.

That Section 6.2.13.B.3., *Limits in the Uwharrie (Lake Reese) and Lake Thom-A-Lex Watersheds*, is hereby amended as follows:

3. Limits in the Uwharrie (Lake Reese) and Lake Thom-A-Lex Watersheds

Uwharrie (Lake Reese) and Lake Thom-A-Lex are classified as WS III water supply watersheds, and development in the GWA shall not exceed 50 percent built-upon area, except as otherwise as provided below:

(a) *(unchanged)*

(b) *(unchanged)*

(c) Development under this provision requires primary stormwater control measures and low-density development must meet the surface water buffer width requirements for high-density development.

PART J.

That Section 6.2.14.F., *Drainage*, is hereby amended as follows:

F. Drainage

1. and 2. *(unchanged)*

3. No new development shall be allowed in a drainageway except that water dependent structures and public projects such as greenways may be allowed where no practicable alternative exists. Where these activities are allowed, they shall minimize built-upon surface area and maximize the utilization of ~~Best Management Practices (BMP's)~~ **stormwater control measures.**

4. *(unchanged)*

PART K.

That Section 6.2.15.E., *Uwharrie (Lake Reese)*, and Section 6.2.15.F., *Lake Thom-A-Lex*, are hereby amended as follows:

E. Uwharrie (Lake Reese) Development in a WS-III GWA shall not exceed 50 percent built-upon area, except as otherwise provided below:

1. *(unchanged)*

2. *(unchanged)*

3. Development under this provision requires primary stormwater control measures and low-density development must meet the surface water buffer width requirements for high-density development.

F. **Lake Thom-A-Lex** Development in a WS-III GWA shall not exceed 50 percent built-upon area, except as otherwise provided below:

1. *(unchanged)*

2. *(unchanged)*

3. Development under this provision requires primary stormwater control measures and low-density development must meet the surface water buffer width requirements for high-density development.

PART L.

That Section 6.2.16.A., *General*, is hereby amended as follows:

A. General

1. *(unchanged)*

2. Where such watershed requirements are State minimum requirements, then a departure from those requirements shall only be considered in accordance with Section ~~2.4.19, Watershed Variance~~ **2.4.16, Variance**.

PART M.

That Section 6.2.17., *Watershed Accounting*, is hereby amended as follows:

6.2.17. – Watershed Accounting

A. and B. *(unchanged)*

C. 10/70 Provision

1. *(unchanged)*

~~2. Development under this provision requires engineered stormwater controls.~~

D. **Record Keeping** ~~The Planning and Development Director shall keep a~~ **In accordance with State requirements, records of all watershed variances and authorization certificates shall be maintained by the Planning and Development Director;** ~~records of on-site surface water stream determinations and determinations of no practical alternatives shall be maintained by the Engineering Services Director; and records of stormwater control violations shall be maintained by the Public Services~~

~~Director. This record shall be submitted for each calendar year to the North Carolina Division of Water Resources on or before January 1 of the following year and shall provide a description of each project receiving a variance, stream determination or determination of no practical alternatives and the reasons for granting them.~~

SECTION 5.

That Section 7.1.6.B.5., *Lots Adjoining Dedicated Public Open Space or Required Watershed Stream Buffer Areas*, is hereby amended as follows:

5. **Lots Adjoining Dedicated Public Open Space or Required Watershed Stream Buffer Areas** ~~Single-family~~ Lots with public water and sewer service for single-family detached dwellings that abut a dedicated public open drainageway, dedicated public open space areas, or a required watershed stream buffer when such buffer is in a common area, may have less area than the minimum lot size required **and reduced minimum rear setbacks**, provided the following standards are met:

- (a) No lot area shall be less than 60 percent of the minimum lot size for the zoning district or less than 4,000 square feet.

(b) Minimum rear setbacks may be reduced to 15 feet only where rear lot lines abut such dedicated public or common area.

~~(b)~~**(c)** A note shall be placed on the Final Plat stating:

"The required area of Lots (*insert lot #*) through (*insert lot #*) has been reduced in accordance with Section 7.1.6.-B.5., *Lots Adjoining Dedicated Public Space or Required Watershed Stream Buffer Areas*, **and minimum rear setbacks may be reduced to 15 feet**. All other dimensional standards of the Development Ordinance shall apply."

SECTION 6.

That Section 9.5.1.A., *Engineering Services Director*, is hereby amended as follows:

- A. **Engineering Services Director** The Engineering Services Director is responsible for enforcing the provisions of this Ordinance pertaining to **surface water buffer protection**, land disturbance, flood damage prevention, and the construction of public infrastructure.

SECTION 7.

That Section 10.2., *Rules of Measurement*, is hereby amended to add a new subsection 10.2.13. entitled *Surface Water Buffers*.

10.2.13. - Surface Water Buffers

A. Measuring at Beginning or Ending of a Stream Where a stream begins or ends, including when it goes underground, or enters or exits a culvert or wetland, the required surface water buffer width shall be measured as a radius around the beginning or end.

B. Percent Variation for Watershed Variance For variances involving relaxation of the surface water buffer width, the percent variation shall be calculated using the footprint of built-upon area proposed to encroach within the surface water buffer divided by the total area of surface water buffer within the project.

SECTION 8.

That Section 10.3., *Abbreviations*, is hereby amended as follows:

TABLE 10.3: ABBREVIATIONS	
ABBREVIATION	ASSOCIATED TERM
BMP	Best Management Practice
bua BUA	Built-upon Area
EMC	<u>North Carolina Environmental Management Commission</u>
HQW	High Quality Water
SCM	<u>Stormwater Control Measure</u>

SECTION 9.

That Section 10.4., *Definitions*, is hereby amended as follows:

<u>ACCELERATED EROSION</u>	<u>Any increase over the rate of natural erosion as a result of land-disturbing activities.</u>
<u>BEST MANAGEMENT PRACTICE</u>	A structural or non-structural management-based practice used singularly or in combination to reduce nonpoint source inputs to receiving waters in order to achieve water quality protection goals.

<u>BUILT-UPON AREA</u>	<u>That portion of a development project that is covered by impervious or partially impervious cover including buildings, pavement, gravel (for pedestrian or vehicular use), recreation facilities (e.g. tennis courts), etc. (Note: wooden slatted decks and the water area of a swimming pool are not considered built-upon area.)</u>
<u>DISPERSED FLOW</u>	<u>Uniform shallow water flow that is conveyed to a vegetated filter strip meeting the State's device specific Minimum Design Criteria (MDC), another vegetated area, or stormwater control measure. The purpose of dispersed flow is to remove pollutants through infiltration and settling, as well as to reduce erosion prior to stormwater reaching surface waters.</u>
<u>EPHEMERAL STREAM</u>	<u>A feature that carries only stormwater in direct response to precipitation with water flowing only during and shortly after large precipitation events. An ephemeral stream may or may not have a well-defined channel, the aquatic bed is always above the water table and stormwater runoff is the primary source of water. An ephemeral stream typically lacks the biological, hydrological and physical characteristics commonly associated with the continuous or intermittent conveyance of water.</u>
<u>EXISTING DEVELOPMENT</u>	<u>Those projects that are built or those projects that have established a vested right under North Carolina law or this Ordinance</u>
<u>FLOOD PROTECTION ELEVATION</u>	<u>The elevation to which structures and uses regulated by Section 6.4, Flood Damage Prevention, are required to be elevated or flood proofed.</u>
<u>INTERMITTENT STREAM</u>	<u>A well-defined channel that contains water for only part of the year, typically during winter and spring when the aquatic bed is below the water table. The flow may be heavily supplemented by storm water runoff. An</u>

	<u>intermittent stream often lacks the biological and hydrological characteristics commonly associated with the continuous conveyance of water.</u>
<u>MAJOR WATERSHED VARIANCE</u>	<u>A variance from the minimum statewide watershed protection rules that results in the relaxation of any buffer, density, built-upon area or minimum lot size requirement by a factor greater than 5 percent under the high density option; the relaxation of any buffer, density, built-upon area or minimum lot size requirement by a factor greater than 10 percent under the low density option; any variance that pertains to activities proposed to impact greater than one-third of an acre of a surface water buffer; or any variation in the design, maintenance or operation requirements of an approved stormwater control measure.</u>
<u>MINOR WATERSHED VARIANCE</u>	<u>A variance from the minimum statewide watershed protection rules that results in the relaxation of any buffer, density, built-upon area or minimum lot size requirement by a factor of up to 5 percent under the high density option; or relaxation of any buffer, density, built-upon area or minimum lot size requirement by a factor up to 10 percent under the low density option; or any variance that pertains to activities proposed to impact less than one-third of an acre of a surface water buffer.</u>
<u>PERENNIAL STREAM</u>	<u>A well-defined channel that contains water year-round during a year of normal rainfall with the aquatic bed located below the water table for most of the year. Groundwater is the primary source of water for a perennial stream, but it also carries stormwater runoff. A perennial stream exhibits the typical biological, hydrological and physical characteristics commonly associated with the continuous conveyance of water.</u>

<u>PRIMARY STORMWATER CONTROL MEASURE</u>	<u>Means a wet pond, stormwater wetland, infiltration system, sand filter, bioretention cell, permeable pavement, green roof, rainwater harvesting, or an approved new stormwater technology that is designed, constructed and maintained in accordance with the State's Minimum Design Criteria (MDC).</u>
<u>STORMWATER CONTROL MEASURE</u>	<u>A permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.</u>
<u>SURFACE WATERS</u>	<u>All waters of the state as defined in G.S. 143-212 except underground waters and wetlands.</u>

SECTION 10.

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 11.

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

SECTION 12.

This ordinance shall become effective upon adoption.

Adopted by the City Council
City of High Point, North Carolina
The ____ day of _____, 2020
Lisa B. Vierling, City Clerk



**COMMUNITY DEVELOPMENT COMMITTEE
(Virtual Meeting)**

Chaired by Mayor Pro Tem Chris Williams

Members: Williams, Hudson, Jefferson, and Johnson

November 10, 2020 – 4:00 p.m.

3rd Floor, Council Chambers

As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed.

www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER (Virtual Roll Call)

Chairman Chris Williams called the meeting to order at 4:03 p.m. Following a virtual roll call, the following attendance by Committee Members was duly noted.

Physically

Present (4): Chairman Chris Williams, Committee Member Cyril Jefferson, Committee Member Wesley Hudson, and Committee Member Tyrone Johnson

Also

Present (1): Council Member Michael Holmes

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Michael McNair, Director of Community Development & Housing; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating Remotely:

JoAnne, Carlyle, City Attorney; Michelle McNair, Community Resource Manager; and Thanena Wilson, Assistant Director of Community Development & Housing

Also Present:

Samet Corporation's Representatives: Johnny Siegars, Director of Diversity + Inclusion; Adam Cardin, Project Manager; and Brian Lambert, Project Manager

Also Participating Remotely:

Dr. Pamela Palmer; and Brian Hahne

The following documents associated with the presentations, are hereby attached as a permanent part of these proceedings:

- 1. MWBE Program-Beginning the Process to Successful MWBE Numbers*
- 2. Community Development & Housing Department-CDBG-CV Update*
- 3. Update-Coltrane Project*

PRESENTATION OF ITEMS

2020-440 Overview-Samet Corporation's M/WBE Program

Samet Corporation representatives will be present to give an overview of their Minority/Women owned Business Enterprises (M/WBE) Program.

Eric Olmedo, Assistant City Manager introduced Samet Corporation's Representatives: Johnny Siegars, Director of Diversity + Inclusion; Adam Cardin, Project Manager; and Brian Lambert, Project Manager to provide an overview for Samet Corporation's MWBE Program.

Mr. Siegars extended greetings; made a PPP on their MWBE Program-Beginning the Process to Successful MWBE Numbers; explained the outreach process; spoke to meeting with sub-contractors and encouraging them to attend meetings; to networking; said that MWBE requirements and request for bids were posted in newspaper ads; gave an overview of the prequalification process; to having personal relationships with MWBE subcontractors; to providing services to subs such as bonding and insurance agents; discussed the scope of work related to projects; and spoke to the state requirements for MWBE participation.

Chairman Williams thanked Samet Corporation for their presentation and insight on their MWBE program.

Committee Member Hudson inquired on the percentage of minority firms to choose from for bids. Mr. Siegars replied that it would be around 30% participation.

Committee Member Jefferson voiced appreciation to Samet Corporation and staff for their efforts; spoke to continuing to spread the narrative for MWBEs; and to the participation of MWBEs with the city of High Point.

Mr. Cardin noted that Samet Corp. developed their own private projects in house so that good faith efforts would carry on without city projects.

2020-441 Update-Homeless Services-Guilford County Continuum of Care

Staff and Officers of the Guilford County Continuum of Care are requested to give an update on Homeless Services

Dr. Pamela Palmer, Board Chair of the Guilford County Continuum of Care (CoC) extended greetings; voiced appreciation for the opportunity to share information about the CoC; and recognized Brian Hahne, Executive Director of Partners Ending Homelessness to provide an update on Homeless Services with the CoC. Dr. Palmer expressed gratitude for the resolution provided from the city of High Point in support of the CoC; said a formal approval to pursue the county as a working collaborative applicant was approved by the Guilford County Board of Commissioners at a work session; to meeting with HUDs technical assistants discussing the governance of the CoC and how it's structure could be modified to be in alignment with the city of Greensboro; to having approval from key stakeholders to move forward with the formal application to HUD with Guilford County serving as the applicant; and to positive feedback from the CoC and commissioners.

Mr. Hahne voiced appreciation of support from council; said that they were working with the county manager on formalizing a MOU between Guilford County and the CoC; said this process involved a lot of stakeholders; and spoke to building bridges; and being stronger together as a unified CoC.

Chairman Williams thanked CoC for their efforts; and spoke to moving in a positive direction.

2020-442 Update-CDBG-CV

Staff will provide an update on the CDBG-CV funding.

Michael McNair, Community Development Director made a PowerPoint Presentation (PPP) on the Community Development Block Grant-CV; gave a recap on funding in response to the pandemic; said they have issued \$354,363 in total contracts with balance of \$198,343 that has not been allocated; voiced concerns of duplicating services because of other resources available for applicants; spoke to doing another RFP or amending contract to the existing agencies with council's approval; to using allocated funds on a public facility; said there was a total of \$1,141,357 in CDBG-CV awards; provided a list of agencies awarded funds; spoke to the North Carolina Office of Recovery and Resiliency's Housing Opportunities and Prevention of Evictions program (HOPE); said they provided rental and utility assistance to those economically impacted by the pandemic; and explained their eligibility process.

Chairman Williams inquired where the CARES act funding came from; asked for an update of funding from the Housing Consultants. Mr. McNair replied it came from same source under the CDBG-CV; and that he would provide an update to council on the Housing Consultant's funding.

Discussion: Coltrane Project-Update

Committee Member Jefferson provided an update on the Coltrane Project; said it was an initiative that started in High Point in 2019; provided photos of the Coltrane Home; spoke to the history of Coltrane; said the mission of the Coltrane Project was to preserve Mr. Coltrane's childhood home; spoke to having an oversight committee to focus on historical markers; a preservation committee that worked on the upkeep of the home; gave an overview of the timeline of how the Coltrane Project progressed; spoke

to the community input meetings that discussed uses for the home; to connecting with community partners for funding; to a donation of a framed photo album from DJ Pari; to having more visitors to the home; to having a consultant to do the landmark designation; to having a recommendation from the Historic Preservation Commission for this designation; to keeping the community updated; to keeping the city updated; and inquired on the process for moving forward with a resolution naming the Coltrane home the Blair Coltrane House.

Greg Ferguson, Assistant City Manager replied that action would need to be taken to send the recommendation to council.

Chairman Williams commended Committee Member Jefferson for his exceptional work on this project.

A motion was made by Committee Member Jefferson, seconded by Committee Member Hudson, to recommend a resolution to council on naming the Coltrane Home the “Blair Coltrane House”. The motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Williams, Committee Member Jefferson, Committee Member Hudson, and Committee Member Johnson

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:05 p.m.

Respectfully Submitted:

Mary S. Brooks, Deputy City Clerk

Chris Williams, Chairman

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 105 AND 107 SUNSET DRIVE, HIGH POINT, NC**

WHEREAS, the City of High Point ("City") owns property located at 105 and 107 Sunset Drive, High Point, North Carolina, identified as Parcel No. 188299 consisting of approximately .04 acre, and Parcel No. 188307 consisting of .04 acre, which are both unimproved parcels that are irregularly shaped and unbuildable; ("Property"); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Peters Development, LLC has made an offer of \$40,000.00 to purchase the Property and paid the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property, the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

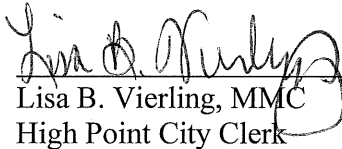
7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

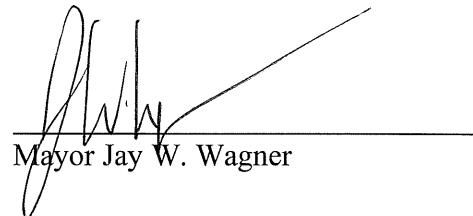
8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Peters Development, LLC.

Adopted this the 7th day of December, 2020.


Lisa B. Vierling, MMC
High Point City Clerk




Mayor Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM



Title: Text Amendment 20-04
(Planning and Development Department)

From: Lee Burnette, Planning & Development
Director

Meeting Date: December 7, 2020

Public Hearing: Yes

Advertising Date: November 25, 2020 and
December 2, 2020

Attachments: A. Staff Report
B. Text Amendment Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to revise standards related to wireless telecommunication facilities, necessitated by state and federal legislation, related to establishing a new permitting process, removal of special use process, changing structure heights, establishing undergrounding standards, establishing small cell wireless standards, and updating terminology, references and definitions.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their November 10, 2020 regular meeting and took final action when the meeting was reconvened on November 12, 2020. On the date of final action, all members of the Commission were present except for Mr. Mark Walsh, Ms. Angela McGill and Ms. Joan Swift. Mr. Chris Andrews, Development Administrator, presented the case and recommended approval of the request as outlined in the staff report.

Ms. Susan Rabold of CityScape Consultants, Inc., presented to the Commission the substantive changes to the City's wireless telecommunications standards. CityScape is serving as a consultant to the City of High Point. She summarized the conditions and trends that have necessitated amendments to the City's wireless telecommunications standards. And she provided response to questions from the Commissioners, particularly related to colocation requirements and emission compliance.

Speaking on the request:

There were no speakers or comments in regards to this request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 6-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 6-0 to approve the following statement:

That Text Amendment 20-04 is consistent with the City's adopted policy guidance because the proposed amendments are generally technical and legal in nature but in part they support the Land Use Plan goal to enhance the aesthetic appearance of High Point. Furthermore, the request is reasonable and in the public interest because the amendments are necessary changes due to State legislation and FCC telecommunication rules.

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

**STAFF REPORT
TEXT AMENDMENT CASE TA-20-04
November 10, 2020**

Request	
Applicant: City of High Point Planning & Development Department	Affected Ordinance Sections: Section 2.1., <i>Summary Development Review Table</i> ; Section 2.2., <i>Review Authorities</i> ; Section 2.5., <i>Review Procedures Subject to Staff Review and Decision</i> ; Section 4.1., <i>Principal Use Table</i> ; Section 4.2., <i>Use Classifications, Use Categories, and Use Types</i> ; Section 4.3., <i>Use Standards</i> ; Section 4.5., <i>Temporary Uses</i> ; Section 10.3., <i>Abbreviations</i> ; and Section 10.4., <i>Definitions</i>
Proposal: Amend various sections of the Development Ordinance to revise standards related to wireless telecommunication facilities, necessitated by state and federal legislation, related to establishing a new permitting process, removal of special use process, changing structure heights, establishing undergrounding standards, establishing small cell wireless standards, and updating terminology, references and definitions.	

Background

This proposed amendment primarily responds to changes in State legislation and Federal Communications Commission (FCC) rules related to wireless telecommunications to which local governments must adhere. The amendment also changes Development Ordinance regulations to give clarity and predictability to the wireless telecommunications permitting process and improve wireless facilities standards to the degree they are allowed by law.

Details of Proposal

The following is a brief summary of the proposed amendments.

- **Section 1.** Amendments to Table 2.1.2., *Summary Development Review Table*, to add the Wireless Telecommunications Permit as a procedure that is subject to staff review and decision.
- **Section 2.** Amendments to add wireless telecommunications permits as an application to be reviewed and decided by the Technical Review Committee (TRC) in Table 2.2.7., *Technical Review Committee (TRC)*.

- **Section 3.** Amendments to add minimum required wireless telecommunication colocations as a potential administrative adjustment to be considered by the Planning and Development Director in Table 2.5.2.C., *Administrative Adjustment Amount*, and to add administrative adjustment standards.
- **Section 4.** Amendments to add a Wireless Telecommunications Permit as a review procedure within Section 2.5., *Review Procedures Subject to Staff Review and Decision*, and to add procedures, standards and conditions of approval.
- **Section 5.** Amendments renumbering all references to Section 2.5.16., *Zoning Compliance Permit*, in sections of the Development Ordinance.
- **Section 6.** Amendments to Section 4.1.9. *Principal Use Table*, Table 4.1.9., *Principal Use Table*, to remove the major and minor wireless telecommunication facility designations and establish one use classification for a wireless telecommunications facility.
- **Section 7.** Amendments to Section 4.2.5., *Institutional Use Classification*, Table 4.2.5., *Institutional Use Classification*, to remove the major and minor wireless telecommunication facility use type and establish one classification for the wireless telecommunications facility use type.
- **Section 8.** Amendments to Section 4.3.3.F.3., *Wireless Telecommunication Facility*, to remove major and minor facility designations, provide additional standards for wireless telecommunications facilities, establish revised general standards and design requirements, and establishing standards for small cell wireless facilities.
- **Section 9.** Amendments to Section 4.5.4.J., *Temporary Wireless Telecommunications Facility*, to revise the subsection name and delete an abbreviation that is no longer used within the Ordinance.
- **Section 10.** Amendments to Section 10.3., *Abbreviations*, to add abbreviations that are referenced within the Ordinance.
- **Section 11.** Amendments to Section 10.4., *Definitions*, to revise, add and renumber definitions to terms that are referenced within the Ordinance.

Analysis

This text amendment includes a variety of changes to the City's wireless telecommunications standards, as necessitated by recent changes in State legislation and FCC telecommunications rules.

Sections 1, 2 and 4 are intended to restructure the permitting process by creating an administrative wireless telecommunications permit by which all wireless facilities would be reviewed and permitted. These sections establish the permit review procedures, review standards, conditions of approval, effect, amendment, expiration and appeal processes.

Section 3 allows an administrative adjustment related to the minimum number of wireless telecommunication colocations that are required on a wireless support structure.

Section 5 rennumbers the current section references to a zoning compliance permit due to the addition of a wireless telecommunications permit.

Section 6 revises the principal use table to reflect the removal of the major and minor wireless telecommunication facility designations and the establishment of one use classification for a wireless telecommunications facility.

Section 7 similarly revises the institutional use classification to remove the separate major and minor wireless telecommunication facility use types to establish a single use type.

Section 8 includes the substantive changes within the proposed amendment. This section further removes previous major and minor wireless telecommunications facility designations, provides additional standards for wireless telecommunications facilities, establishes revised general standards and design requirements, and establishes standards for small cell wireless facilities.

Among the most substantive amendments within this section is the proposed removal of the special use permit process for the consideration and permitting of wireless telecommunications facilities. As a consideration of the removal of the special use permit process, standards for facilities, specifically for residential zoning districts and residential uses, were modified to require that facilities be concealed with a lower maximum height.

The recognition of small wireless facilities as a type of wireless facility and the establishment of undergrounding standards for new small wireless facilities reflects the increased utilization of this facility type within the city, and better aligns City standards with current industry standards and State and Federal law.

Additionally, other various standards have been revised accordingly to match those set forth in recent State and Federal wireless telecommunication legislation.

Section 9 revises the temporary wireless telecommunications facility use standards, reflecting a change in terminology.

Section 10 adds abbreviations that are commonly referenced in the wireless telecommunications standards to Table 10.3, *Abbreviations*.

Finally, Section 11 adds and revises definitions to ensure they are consistent with the definitions established in State legislation and FCC telecommunications rules.

Consistency with Adopted Plans:

The proposed text amendments are appropriate and are consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans

The proposed amendments are generally technical and legal in nature but in part they support the Land Use Plan goal to enhance the aesthetic appearance of High Point.

Reasonableness/Public Interest:

An approval of the proposed text amendments is considered reasonable and in the public interest.

The amendments are necessary changes due to State legislation and FCC telecommunication rules.

Recommendation

Staff recommends approval.

Required Action

Planning and Zoning Commission:

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

City Council:

The NC General Statutes require that the City Council place in the official record a statement of consistency with the City's adopted plans, and also explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. 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 Chris Andrews, AICP, and reviewed by Lee Burnette, AICP, Director.

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

AN ORDINANCE AMENDING THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE

WHEREAS, the City of High Point adopted the “City of High Point Development Ordinance” on May 16, 2016, with an effective date of January 1, 2017, and subsequently amended; and

WHEREAS, public hearings were held before the Planning and Zoning Commission on November 10, 2020 and before the City Council on December 7, 2020 regarding Text Amendment 20-04; and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on November 3, 2020 for the Planning and Zoning Commission public hearing, and on November 25, 2020 and December 2, 2020 for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina.

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

SECTION 1.

That Table 2.1.2.: *Summary Development Review Table*, is hereby amended as follows to insert, in alphabetic order, a new row entitled *Wireless Telecommunications Permit* and to renumber the Section Reference for *Zoning Compliance Permit*.

TABLE 2.1.2. SUMMARY DEVELOPMENT REVIEW TABLE											
Pre-application Conference & Citizen Information Meeting: M = Mandatory O = Optional Type of Action: C = Comment R = Recommendation D = Decision A = Appeal Type of Hearing: { } = Public Hearing [] = Quasi-Judicial Public Hearing Table symbols: "." = not applicable / / = see notes											
Procedure	Section Reference	Pre-application Conference	Citizen Information Meeting	Review Authorities							
				Staff				Decision-Making Bodies			
				Planning and Development Director	Engineering Services Director	Technical Review Committee (TRC)	Urban Forestry Committee (UFC)	Historic Preservation Commission (HPC)	Planning & Zoning Commission (P&Z)	City Council	Board of Adjustment (BOA)
PROCEDURES SUBJECT TO STAFF REVIEW AND DECISION											
<u>Wireless Telecommunications Permit</u>	<u>2.5.15</u>	<u>O</u>	:	:	:	<u>D</u>	:	:	:	:	<u>[A]</u>
Zoning Compliance Permit	<u>2.5.15</u> <u>2.5.16</u>	O	.	D	.	.	.	.	.	.	[A]

SECTION 2.

That Table 2.2.7., *Technical Review Committee (TRC)*, regarding TRC powers and duties, is hereby amended as follows:

TABLE 2.2.7.: TECHNICAL REVIEW COMMITTEE (TRC)	
A. POWERS AND DUTIES	1. APPLICATION REVIEW AND DECISION - TO REVIEW AND DECIDE APPLICATIONS FOR:
	(a) Easement reconveyances;
	(b) Group developments;
	(c) Preliminary plans;
	(d) Right-of-way encroachments (below ground); and
	(e) Site plans; <u>and</u>
	(f) <u>Wireless telecommunications permits</u>

SECTION 3.

(Regarding using the administrative adjustment process to allow a reduction in required collations in certain situations)

PART A

That Table 2.5.2.C., *Administrative Adjustment Amount*, is hereby amended as follows:

TABLE 2.5.2.C.: ADMINISTRATIVE ADJUSTMENT AMOUNT		
STANDARD	MAXIMUM ADMINISTRATIVE ADJUSTMENT IN CORE CITY AREA	MAXIMUM ADMINISTRATIVE ADJUSTMENT OUTSIDE CORE CITY AREA
Maximum building height (except where increases in maximum height are prohibited in this Ordinance)	20%	10%
Minimum building setbacks	20%	10%
Maximum residential density	20%	10%

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

Minimum required lot width	20%	10%
Minimum lot area	20%	10%
Minimum required parking spaces	20% [1]	10% [2]
Average landscape yard width	20%	10%
Minimum open space amount	20%	10%
Minimum active recreational area open space	20%	10%
Remove or cover an existing window	2 [3]	n/a
<u>Minimum required wireless telecommunication collocations</u>	<u>2 [4]</u>	<u>2 [4]</u>

NOTES

[1] Allowed when other parking alternatives cannot be utilized. New construction and building addition space are not eligible for reduced parking.

[2] Allowed for existing development to retrofit parking to conform to the landscaping regulations or to allow an existing or new development to preserve trees within or adjacent to a vehicular use area.

[3] Allowed for up to 2 windows for non-occupiable space in an existing building in the CB, MS or MX districts.

[4] Allowed to reduce up to 2 required wireless telecommunication collocations for a wireless support structure.

PART B

That Section 2.5.2.E., *Administrative Adjustment Review Standards*, are hereby amended as follows:

- E. **Administrative Adjustment Review Standards** An administrative adjustment shall be approved on a decision the applicant demonstrates all of the following:
1. The administrative adjustment is consistent with the thresholds for an administrative adjustment established in this section;
 2. The administrative adjustment is consistent with the character of development on surrounding land, and is compatible with surrounding land uses;
 3. The administrative adjustment is either:
 - (a) Required to compensate for some unusual aspect of the site or the proposed development that is not shared by landowners in general;
 - (b) Supports an objective or goal from the purpose and intent statements of the zoning district where it is located; or
 - (c) Saves healthy existing trees; **or**
 - (d) For telecommunication collocations, it is determined there is sufficient coverage for the area that does not warrant additional collocations.**
 4. The administrative adjustment will not pose a danger to the public health or safety;
 5. Adverse impacts resulting from the administrative adjustment will be fully mitigated; and
 6. The development standard being adjusted is not the subject of a previously approved administrative adjustment on the same site.
 7. The development standard being adjusted is not expressly prohibited by a condition of approval.

SECTION 4.

That Section 2.5., *Review Procedures Subject to Staff Review and Decision*, is hereby amended to add a new subsection 2.5.15. entitled *Wireless Telecommunications Permit*, and that existing subsection 2.5.15., *Zoning Compliance Permit* shall be renumbered 2.5.16.

2.5.15. – Wireless Telecommunications Permit

A. Applicability

Approval of a wireless telecommunications permit (WTP) is required for all wireless telecommunication facilities prior to any such facilities being erected, replaced, relocated, or altered, unless exempted in accordance with Section 4.3.3.F.3., Wireless Telecommunication Facility.

B. Wireless Telecommunications Permit Review Procedure

1. Pre-Application Conference Optional (see Section 2.3.2., Pre-Application Conference).

2. Application Submittal and Acceptance

(a) Applicable (see Section 2.3.4., Application Submittal and Acceptance).

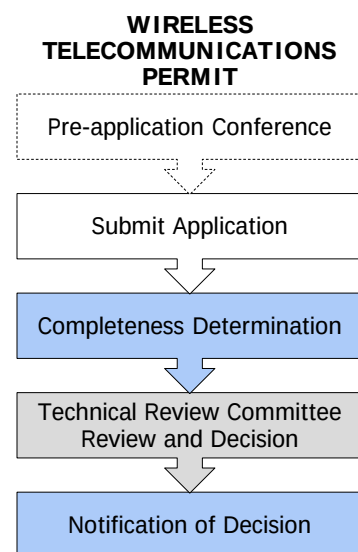
(b) Any small wireless facility in or on City street rights-of-way, City-owned land, City-owned structures or City-owned infrastructure shall be in compliance with an approved master small wireless facility license agreement.

(c) If a watershed development plan, landscape plan, or land disturbance plan is required, they shall be obtained concurrently with the wireless telecommunications permit approval.

3. Staff Review and Action

(a) Applicable (see Section 2.3.5., Staff Review and Action).

(b) The TRC shall review and decide the application in accordance with Section 2.5.15.C., Wireless Telecommunications Permit Review Standards.



- (c) The TRC may grant conditional approval of a WTP pending additional revision by the applicant. In the case of a conditional approval, the applicant shall revise the application to address all TRC comments and re-submit the revised application to the Planning and Development Director, who shall convert the conditional WTP approval to an approval, upon finding the revised WTP application complies with all TRC comments. Failure to submit a revised WTP application shall render the conditional approval null and void.**
- (d) All applications for a WTP shall be granted a certificate of compliance upon satisfactory completion of all requirements in accordance with Section 2.5.15.C., Wireless Telecommunications Permit Review Standards.**
- (e) The Planning and Development Director may require the applicant to submit a financial guarantee (see Section 2.6, Financial Guarantees) in an amount necessary to ensure that any work not completed as specified in the WTP will be completed within the specified timeframe for a certificate of compliance.**

C. Wireless Telecommunications Permit Review Standards

A wireless telecommunications permit shall be approved on a decision the application complies with:

- 1. The standards in Section 4.3.3.F.3., Wireless Telecommunication Facility;**
- 2. The State Building Code;**
- 3. All standards or conditions of any prior applicable permits and developments approvals;**
- 4. A master small wireless facility license agreement, if applicable; and**
- 5. All other applicable requirements of this Ordinance and the City Code of Ordinances.**

D. Conditions of Approval

Applicable (see Section 2.3.10, Conditions of Approval).

E. Effect

Applicable (see Section 2.3.12, Effect of Development Approval).

F. Amendment

Amendment of a wireless telecommunications permit may only be reviewed and considered in accordance with the procedures and standards established for its original approval.

G. Expiration

- 1. The issuance of a wireless telecommunications permit establishes a vested right in accordance with Section 1.10.1, *Development Permit*.**
- 2. A wireless telecommunications permit shall expire and become null and void within 1 year of issuance unless the development activity authorized by the permit has substantially commenced.**

H. Appeal

Applicable (See Section 2.4.3., Appeal).

SECTION 5.

That all references to Section 2.5.15., *Zoning Compliance Permit*, are hereby changed to reference Section 2.5.16., *Zoning Compliance Permit*, in the following sections of the Development Ordinance:

Section 2.5.14. – *Site Plan*, subsection E.1.

Section 2.5.16. – *Zoning Compliance Permit*, subsection B.3.(b)

Section 4.5.2. – *Applicability*

Section 5.11.2. – *Applicability*

Section 8.4.5. – *Government Acquisition of Land*

SECTION 6.

That Section 4.1.9. *Principal Use Table*, Table 4.1.9. *Principal Use Table*, is hereby amended as shown in the rows titled Utilities in the section of the table reproduced below, removing the major and minor classifications, and establishing one classification for the Wireless telecommunications facility use type.

USE CATEGORY	USE TYPE	R-3	R-5	R-7	RM-5	RM-16	RM-26	TO	OI	LB	GB	RC	CB	EC	LI	HI	AGR	I	PNR	MS	MX	District Use Prohibition	Additional Standards
Institutional Use Classification																							
Utilities	Wireless telecommunication facility, major	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		4.3.3 F.3
Utilities	Wireless telecommunications facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		4.3.3 F.3

SECTION 7.

That Section 4.2.5., Institutional Use Classification, Table 4.2.5. - Institutional Use Classification is hereby amended as shown in the row titled G. *Utilities* in the section of the table reproduced below, removing the major and minor classifications, and establishing one classification for the Wireless telecommunications facility use type.

	2. USE TYPES:
G. UTILITIES	A facility engaged in the transmission or reception of wireless communications signals consisting of digital or analog voice and data information. Wireless telecommunications facilities include free-standing towers, antenna, and ground-based equipment. Antenna may also be placed on buildings and other structures such as water towers, electrical transmission towers, church steeples, and other vertical projections. Accessory uses typically include equipment buildings and parking areas. Additional definitions related to concealed wireless facility (stealth wireless facility) uses are included in <u>Section 10.4</u>, Definitions.
	—1) Major— Any application for wireless facilities and/or wireless support structures other than those meeting the definition of a minor wireless telecommunications facility.
	—2) Minor— Any application for a wireless facility and/or wireless support structure that:
	—(a) Is a new wireless support structure that is 60 feet or less in height or collocated on an existing building in accordance with Section 4.3.3 F.3(e)(4), Collocation of Antennae on an Existing Building, located in any zoning district, or
	—(b) Is a new wireless support structure that is 200 feet or less in height in any PNR, I, LI, or HI zoning district, or
	—(c) Is a concealed wireless facility that is 80 feet or less, in any residential zoning district, or

		—(d) Is a concealed wireless facility that is 150 feet or less in height in any zoning district except residential, or
		—(e) Is a monopole or replacement pole located on public property or within an electrical transmission line easement in any zoning district, or
		—(f) Is considered a substantial modification, as defined in this ordinance, of an existing wireless facility or support structure.

SECTION 8.

That Section 4.3.3.F.3., Wireless Telecommunication Facility (Major and Minor) is hereby amended as follows:

3. **Wireless Telecommunication Facility ~~(Major and Minor)~~**

- (a) **Purpose** This section establishes general standards for the siting of wireless telecommunications facilities that will provide for the public health, safety, and welfare. The standards are intended to ensure that residents, businesses, and public safety operations in the city have reliable access to wireless telecommunications networks and state of the art mobile broadband communications services. More specifically, the provisions of this section are intended to:
- (1) Ensure adequate protection of residential areas and uses from potential adverse **visual and equipment failure** impacts of wireless ~~facilities support structures and antennae~~, and to generally encourage the location of these facilities in areas where adverse **visual and equipment failure** impact on the community is minimal;
 - (2) Strongly encourage **collocation first on existing base stations and wireless support structures (WSS) and second on new base stations** ~~the joint use of new and existing wireless support structures~~ so as to minimize the number of new towers throughout the city, ~~and establish stealth towers as the primary option for single user wireless facilities;~~
 - (3) ~~Enhance the ability of telecommunications services providers to provide services to the community quickly, effectively, and efficiently; and~~

Establish concealed base stations, utility poles and towers as the primary option for new wireless facilities to minimize adverse visual impact;

- (4) ~~Encourage wireless support structures that are carefully engineered, sited, and screened to avoid potential damage to adjacent properties from tower failure, and to minimize adverse visual impact.~~

Enhance the ability of wireless providers to provide services to the community quickly, effectively, and efficiently;

- (5) **Require wireless facilities that are carefully engineered, sited, and screened to avoid potential damage to adjacent properties from equipment failure;**

- (6) **Preserve the unique character of the street frontages in neighborhoods and in city rights-of-way by requiring use of concealed utility poles for small wireless facilities in designated areas with existing or proposed decorative lighting standards, to the maximum extent practicable;**

- (7) **Maintain consistency with the City's adopted policy guidance;**

- (8) **Protect to the maximum extent possible, aesthetic qualities addressed and described in approved area plans; and**

- (9) **Minimize adverse visual and aesthetic impacts to the community of new small wireless facilities in all street rights-of-ways with the installation of underground utilities in all street rights-of-way where underground utilities are established or approved to be located or relocated.**

- (b) **Applicability** A new wireless ~~telecommunications~~ facility, whether considered a principal or accessory use **and outside or inside City street rights-of-way**, shall comply with the standards of this section, unless specifically exempted in accordance with subsection (c) below. All wireless facilities ~~and support structures~~ shall comply with or exceed current standards and regulations of the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC) and any other agency of the State or federal government that regulates telecommunications facilities.

- (c) **Exemptions** The following shall be exempt from the wireless telecommunication facility standards of this section, but shall be required to comply with all other relevant standards in this Ordinance:

- (1) Removal ~~or replacement~~ of transmission equipment on an existing WSS wireless support structure or base station ~~that does not result in a substantial modification;~~
 - (2) Ordinary maintenance or modification of existing ~~wireless~~ WSS facilities and support structures, provided any modification does not constitute a "substantial modification" as defined by this Ordinance;
 - (3) Small ~~W~~wireless facilities placed on existing (not replacement) utility poles ~~or~~ and antenna placed on electric transmission line towers with the permission of the utility owning the pole or tower;
 - (4) Replacement of small wireless facilities with small wireless facilities that are the same size or smaller;
 - ~~(4)(5)~~ Temporary wireless communication facilities ~~(or "COWs")~~ in accordance with Section 4.5.4 J, Temporary ~~Wireless Telecommunications~~ WSS Facilities;
 - ~~(5) Satellite dish antennae, receive-only television or radio antennae for noncommercial use, and antennae legally operated by FCC-licensed amateur radio operators in accordance with Section 4.4, Accessory Structures and Uses;~~
 - (6) Government-owned communications facilities, upon the declaration of a state of emergency by federal, State or local government, and a written determination of public necessity by the City's designee; except that such facilities must comply with all federal and State requirements and no communications facility shall be exempt from the provisions of this section beyond the duration of the state of emergency;
 - (7) Over the air reception devices (OTARD), as defined by the FCC, including satellite dishes that are 40 inches or less in diameter, in accordance with Section 4.4.5., Standards for Accessory Structures; and
 - (8) Installation, placement, maintenance or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles or city utility poles.
- (d) Wireless Facilities Distinguished Permitted
- ~~(1) Minor Wireless Telecommunications Facility~~ The following ~~uses~~ are considered ~~minor~~ wireless ~~telecommunications~~ facilities ~~that~~ and may shall only be ~~established~~ permitted in

accordance with the standards of this section and Section

2.5.1415, Site Plan Wireless Telecommunications Permit:

- ~~(i) A new wireless support structure of 60 feet in height or less in any zoning district;~~
- ~~(ii) A concealed or stealth wireless facility of 80 feet in height or less in a residential district;~~
- ~~(iii) A concealed or stealth wireless facility of 150 feet in height or less in a business, special, or planned development district;~~
- ~~(iv) A new wireless support structure of 200 feet in height or less in a PNR, I, LI, or HI district;~~
- ~~(v) Collocation of equipment on an existing wireless telecommunications facility, support structure, or building in any district; or~~
- ~~(vi) A substantial modification of an existing wireless facility or support structure in any district.~~

(1) A concealed wireless facility;

(2) A monopole wireless facility;

(3) A new wireless support structure;

(4) Collocation of equipment on an existing wireless facility, WSS, or base station in any district;

(5) A substantial modification of an existing wireless facility, WSS or base station in any district; and

(6) Small wireless facility, if it is:

(i) Collocated in a City street right-of-way (within any zoning district) and not extending more than 10 feet above the utility pole, City utility pole, or wireless support structure on which it is collocated; or

(ii) Outside of City street rights-of-way on property other than a lot for an attached or detached single-family dwelling, duplex dwelling or family care home.

(2) Major Wireless Telecommunications Facility Uses that do not meet the criteria for a minor wireless communications facility in subsection (d)(1) above are considered major wireless telecommunications facilities that may only be established in accordance with the standards of this section and Section 2.4.12, Special Use.

(e) General Standards and Design Requirements

(1) Type of Support Structure Permitted

~~(i) Concealed or Stealth facilities and support structures shall be permitted in any zoning district.~~

(i) Small Wireless Facilities Small wireless facilities shall meet the following standards:

a. Any small wireless facility within a City street right-of-way shall be in compliance with an approved master small wireless facility license agreement.

b. Small wireless facilities shall comply with the applicable provisions in Table 4.3.3.F1., Small Wireless Facilities Permitted By Zoning District Or Location, and in Table 4.3.3.F2., Small Wireless Facility Maximum Height.

TABLE 4.3.3.F1.: SMALL WIRELESS FACILITIES PERMITTED BY ZONING DISTRICT OR LOCATION

<u>TYPE OF FACILITY</u>	<u>ZONING DISTRICT OR LOCATION</u>
<u>Concealed Small Wireless Facility [1]</u>	<u>Required:</u> <u>In City street rights-of-way designated as a local street;</u> <u>In City street rights-of-way in Gateway Corridor Overlay, Local Historic Overlay or Neighborhood Conservation Overlay Districts; and</u> <u>In City street rights-of-way with existing or proposed underground utilities.</u>

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

<u>Non-concealed Small Wireless Facility</u>	<u>Allowed:</u> <u>In City street rights-of-way where a concealed small wireless facility is not required; and</u> <u>On property outside City street right-of-way that does not contain a single-family attached or detached dwelling, duplex dwelling, or family care home.</u>
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NOTES:

[1] New concealed utility poles or concealed replacement utility poles shall meet adopted design criteria, found within this Section, the *Development Guide* or within adopted policy guidance.

TABLE 4.3.3.F2.: SMALL WIRELESS FACILITY MAXIMUM HEIGHT

<u>ZONING DISTRICT</u>	<u>TYPE OF FACILITY</u>	<u>MAXIMUM HEIGHT (feet) [1]</u>
INSIDE CITY STREET RIGHTS-OF-WAY		
<u>Single-family residential districts with existing underground utilities</u>	<u>New utility pole; Replacement utility pole; or Wireless structure</u>	<u>40</u>

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

<u>All other districts</u>	<u>New utility pole;</u> <u>Replacement utility pole; or</u> <u>City utility pole</u>	<u>50</u>
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ON PROPERTY OUTSIDE CITY STREET RIGHTS-OF-WAY

<u>Residential, TO</u> <u>Gateway Corridor</u> <u>Overlay, Local</u> <u>Historic Overlay &</u> <u>Neighborhood</u> <u>Conservation</u> <u>Overlay Districts</u>	<u>New utility pole;</u> <u>Replacement utility pole; or</u> <u>City utility pole</u>	<u>25</u>
<u>Lots with a single-</u> <u>family attached or</u> <u>detached dwelling,</u> <u>duplex dwelling, or</u> <u>family care home in</u> <u>all districts</u>	<u>New utility pole;</u> <u>Replacement utility pole; or</u> <u>City utility pole</u>	<u>25</u>
<u>All other districts</u>	<u>New utility pole;</u> <u>Replacement utility pole; or</u> <u>City utility pole</u>	<u>50</u>

NOTES:

[1] Maximum height shall be measured from the base of the structure to the top of the highest point, including any appurtenances.

c. Non-concealed collocations on existing non-concealed utility poles and new non-concealed utility poles and replacement poles are allowed in City street rights-of-way other than in Gateway Corridor Overlay, Local Historic Overlay or Neighborhood Conservation Overlay Districts, and outside City

street rights-of-way on property other than residential property containing a single-family attached or detached dwelling, duplex dwelling, or family care home.

d. Collocation of small wireless facilities shall not extend more than 10 feet above on an existing utility pole, City utility pole or WSS.

e. When located inside City street rights-of-way of designated local streets, all new utility poles shall be placed adjacent to the common interior property line to minimize visual impact among abutting properties.

f. To ensure the safety of pedestrian and vehicular traffic and viewsheds, and to avoid the aesthetic impact of “cluttering” of wireless facilities, no small wireless facility in the City street right-of-way shall be located, to the maximum extent practicable, within one hundred sixty-five (165) feet of any other small wireless facility in the right-of-way.

g. Except for roof-mounted antenna, all wireless support structures, including those anchored or attached to existing buildings or other structures, shall be set back from all lot lines a distance greater than or equal to the minimum distance necessary to ensure the support structure will remain on its site following collapse (its fall zone) as certified by a licensed professional engineer. In the absence of such certification, the required setback shall be equal to 80 percent of the height of the wireless support structure.

h. Roof mounted antennae and concealed facilities located within other structures are exempt from these requirements.

i. Any new small wireless facility in a Local Historic Overlay district is subject to approval of a Certificate of Appropriateness by the Historic Preservation Commission.

j. Any new small wireless facility on a Historic Landmark designated property is subject to approval of a Certificate of Appropriateness by the Guilford County Historic Preservation Commission.

~~(ii) Monopole support structures shall be permitted in all zoning districts EXCEPT: TO, LB, CB, MS, MX, PD-CG, PD-P, and any Gateway Corridor and Local Historic Overlay Districts.~~

(ii) Macro Wireless Support Structures

Macro WSS shall comply with the applicable provisions in Table 4.3.3.F3, Macro WSS Permitted By Zoning District or Location.

<u>TABLE 4.3.3.F3. MACRO WSS PERMITTED BY ZONING DISTRICT OR LOCATION</u>		
<u>ZONING DISTRICT OR LOCATION</u>	<u>TYPE OF SUPPORT STRUCTURE</u>	<u>MAXIMUM HEIGHT (feet) [1]</u>
<u>Residential Districts</u> <u>Gateway Corridor Overlay, Local Historic Overlay, and Neighborhood Conservation Overlay Districts</u>	<u>Concealed</u>	<u>100</u>
<u>Planned Development Districts</u>	<u>Concealed</u>	<u>150</u>
<u>Business and Special Districts</u>	<u>Concealed</u>	<u>150</u>
<u>GB, RC, EC and I Districts</u>	<u>Monopole</u>	<u>150</u>
<u>City-owned property or within an electrical transmission right-of-way or easement in all districts</u>	<u>Concealed or monopole</u>	<u><200</u>
<u>LI, HI, AGR and PNR Districts</u>	<u>All Types</u>	<u><200</u>
<u>NOTES:</u>		

[1] Maximum wireless support structure height shall be measured from the base of the structure to the top of the highest point, including any appurtenances.

~~(iii) Lattice or Guyed support structures shall be permitted ONLY in the EG, LI, HI, AGR and PNR zoning districts.~~

~~(2) Collocation New wireless support structures shall be engineered and constructed to accommodate a minimum number of collocations based upon their height.~~

~~(i) Support structures 60 to 100 feet in height shall support at least 2 additional telecommunications providers.~~

~~(ii) Support structures greater than 100 feet and less than 150 feet in height shall support at least 3 additional telecommunications providers.~~

~~(iii) Support structures greater than 150 feet in height shall support at least 4 additional telecommunications providers.~~

~~(iv) An applicant proposing a new wireless support facility other than a concealed or stealth wireless facility shall demonstrate that no suitable existing wireless support structure, building or other structure within the coverage area is available for the collocation of antennae.~~

~~(v) The Planning and Development Director, upon request of the applicant, may modify the requirement that new wireless support structures accommodate the collocation of other service providers if it is determined that collocation at the site is not essential to the public interest, or that the construction of a shorter support structure with fewer antennae will promote community compatibility.~~

(2) Search Ring

Prior to establishing a new wireless facility, the wireless provider shall provide a search ring and explanation why an existing WSS including utility poles cannot be

used for the proposed wireless facility. This provision is not applicable to small wireless facilities and concealed macro WSS.

~~(3) Collocation First Right of Refusal~~

- ~~(i) The owner of any new telecommunications support structure, except stealth structures, shall offer first right of refusal to the City for purposes of collocation, at least 30 days prior to entering into the first collocation agreement or lease.~~
- ~~(ii) The City shall respond in writing within 30 days of its receipt of the offer with either a letter of intent or a waiver of rights. If the City decides to locate facilities on the support structure to enhance public safety communications, the site shall be provided at no cost to the City.~~
- ~~(iii) If the City waives its right of first refusal, or fails to respond to the owner's notification with the 30-day period, or has not commenced use of the site as intended and has not made a good faith effort to do so within 180 days of communicating its intent to the owner, the collocation site shall be deemed abandoned by the City and the owner shall be under no further obligation to provide a collocation site to the City on that support structure.~~

(3) Structural Integrity New WSSs and collocations shall be designed pursuant to the design requirements of ACSE 7, including wind speed design requirements, and tower loading / wind design requirements of Electronic Industries Association / Telecommunications Industry Association (EIA/TIA) 222-H, Series II, including any subsequent modifications to those specifications.

~~(4) Collocation of Antennae on an Existing Building An antenna may be attached to a nonresidential or multi-family residential building in accordance with the following standards:~~

- ~~(i) The antenna height, including any support structure, shall not extend more than 20 percent higher than the height of the building on which it is located.~~
- ~~(ii) The antenna and associated equipment shall comply with the applicable provisions of this section.~~
- ~~(iii) An antenna visible from an adjacent street shall be omni-directional, and screened or camouflaged to the extent practicable to minimize its appearance.~~
- ~~(iv) Equipment shall be located within the building or screened in some other fashion to prevent off-site views.~~

(4) Colocation New WSSs shall be engineered and constructed to accommodate a minimum number of collocations based upon their height.

- (i) WSSs 80 to 100 feet in height shall be designed and constructed to support at least 2 additional telecommunications providers.**
- (ii) WSSs greater than 100 feet to 150 feet in height shall be designed and constructed to support at least 3 additional telecommunications providers.**
- (iii) WSSs greater than 150 feet in height shall be designed and constructed to support at least 4 additional telecommunications providers.**
- (iv) The Planning and Development Director, upon request of the applicant, may grant an Administrative Adjustment to the requirement that reduces up to 2 of the minimum required number of collocations.**

(5) Collocation First Right of Refusal

- (i) The owner of any new WSS, except concealed structures and small wireless facilities, shall offer first right of refusal to the City for purposes of collocation, at least 30 days prior to entering into the first collocation agreement or lease.**
- (ii) The City shall respond in writing within 30 days of its receipt of the offer with either a letter of intent or a waiver of rights. If the City decides to locate facilities on the WSS to enhance public safety communications, the site shall be provided at fair market value to the City.**

(iii) If the City waives its right of first refusal, or fails to respond to the owner's notification with the 30-day period, or has not commenced use of the site as intended and has not made a good faith effort to do so within 180 days of communicating its intent to the owner, the collocation site shall be deemed abandoned by the City and the owner shall be under no further obligation to provide a collocation site to the City on that WSS.

(6) Collocation on an Existing WSS Collocations on existing WSSs are allowed provided the new collocation does not exceed the definition of substantial modification. All collocations on existing concealed WSSs must maintain the concealment elements of the WSS.

(7) New Collocation on a Base Station New collocations on a base station may be attached to multi-family residential buildings in any district other than the RM-5 District and to any nonresidential building in all districts as a concealed wireless facility in accordance with the following standards:

(i) The antenna and all accessory equipment shall be concealed to minimize its appearance.

(ii) The antenna height, including any support structure, shall not extend more than 20 feet higher than the height of the building on which it is located.

(iii) The antenna and associated equipment shall comply with the applicable provisions of this section.

(iv) Equipment is preferred to be located within the building; but if on the roof or on the ground it shall be screened to prevent off-site views.

~~(f) — Maximum Height In residential districts, wireless support structures, including stealth support structures, shall not exceed 200 feet in height from the base of the structure to the top of the highest point, including appurtenances. Additional height may be requested as part of a special use, provided the applicant submits technical information or other justification to document the need for the additional height and is in compliance with Section 10.2.6 B, Structure Height Restrictions.~~

- (f) Undergrounding Requirements for New Small Wireless Facilities Applicants for use of a City street right-of-way for a new small wireless facility shall install all facilities underground, except for antennas (and antennas with radios that are manufactured together as one piece of equipment) and the poles, towers and/or conduit necessary to physically support the antennas.**
- (1) All structures and their components must maintain the following minimum separation distance when installed underground:**
- (i) 5 linear feet from water lines and meters;**
 - (ii) 5 linear feet from fire hydrants, fire department connection (FDC), fire service post indicator valve, or other fire protection equipment;**
 - (iii) 5 linear feet from storm and sanitary sewer lines;**
 - (iv) 1 linear foot from telecommunications equipment;**
 - (v) 1 linear foot from cable television equipment; and**
 - (vi) 10 linear feet from all other utility infrastructure not specifically listed above.**
- (2) Any structures that deviate from these distances, must receive individual written approval from the City, which may be granted or denied in the City's sole discretion unless such denial would have the effect of unreasonably precluding coverage to an area.**
- (3) No structure or its components are allowed to be located in a City water or sewer easement, unless otherwise approved in writing by the City in its sole discretion.**
- (4) Prior to any directional boring, trenching or digging to install any such underground components, applicants shall verify with the Engineering Services Director the intended path and depth of installation to confirm consistency with the standards above.**
- (5) To ensure proper identification of underground elements of small wireless facilities, upon request by the City, the applicant shall provide as-built drawings and a statement of compliance with all permit locations. Failure of an applicant to submit completed as-built drawings shall be interpreted as a waiver of all claims for damages or injuries arising from inaccurate locates by the City or third parties**

as to the location of applicant's underground small wireless facility infrastructure.

(6) Where above-ground elements of a small wireless facility within a street right-of-way will be installed, utilization of equipment mounting base plates and equipment enclosures that are no wider than the existing pole, and therefore less likely to detract from views of scenic streetscapes, are preferred. Concealment and integrating above-ground wireless facilities by using non-reflective materials and colors that blend in with their surroundings is required. When placed above-ground, small wireless facility components shall either be completely contained and concealed within the interior of an integrated streetlight, be contained within an above ground pedestal, or when technically feasible attached within a shroud at the top of an existing street light or utility pole in a manner where their protrusion is minimized.

(g) Setbacks

~~(1) Except for roof mounted antenna, all wireless support structures, including those anchored or attached to existing buildings or other structures, shall be set back from all lot lines a distance greater than or equal to the minimum distance necessary to insure the support structure will remain on its site following collapse (its fall zone) as certified by a licensed professional engineer. In the absence of such certification, the required setback shall be equal to 80 percent of the height of the wireless support structure.~~

~~(2) Roof mounted antennae and stealth facilities located within other structures are exempt from these requirements.~~

(1) Towers, including those anchored or attached to existing buildings or other structures shall set back from all lot lines a distance greater than or equal to the minimum distance necessary to insure the support structure will remain on its site following collapse (its fall zone) as certified by a licensed professional engineer. A tower may be constructed using breakpoint technology, in which case the minimum setback distance shall be equal to 110 % of the distance from the top of the structure to the breakpoint

level of the structure, or the minimum setback standard for that district, whichever is greater. Certification by a registered professional engineer licensed by the State of North Carolina of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant. (For example, on a 100-foot tall monopole with a breakpoint at 80 feet, the minimum setback distance would be 22 feet (110% of 20 feet, the distance from the top of the monopole to the breakpoint) in addition to the minimum setback standards for that zoning district.

(2) Antennae facilities located inside buildings are exempt from these requirements.

~~(h) Lighting and Marking Wireless telecommunications facilities or support structures shall not be lighted or marked unless required by the FCC or FAA. Strobe lights shall not be used for nighttime lighting unless specifically required by the FCC or FAA.~~

(h) Lighting and Marking WSSs shall not be illuminated or marked unless required by the FCC or FAA.

(1) Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required with strobe during daytime and red flashing lights at night unless prohibited by the FAA.

(2) Equipment compound lighting shall be filtered or oriented so as not to project directly onto surrounding property or rights-of-way, consistent with FAA requirements.

~~(i) Color Other than concealed or stealth facilities, wireless support structures shall either maintain a galvanized steel finish or be painted a neutral, matte color designed to blend with its surroundings, unless otherwise required by the FCC or FAA.~~

(i) Color

(1) The color of new towers shall be either a galvanized steel finish or be painted a neutral, matte color designed to blend with its surroundings, unless otherwise required by the FCC or FAA.

(2) Color and design of concealed WSSs shall maximize the use of building materials, colors and textures designed to blend with the existing surroundings

(3) Color of new utility poles and external equipment shall match what is in the same right-of-way for a distance of 300 feet.

FIGURE 4.3.3.F1 ~~STEALTH WIRELESS TELECOMMUNICATIONS FACILITIES~~ PAINTED WIRELESS FACILITIES



~~(j) Signage Signs located at a wireless telecommunications facility shall be limited to ownership and contact information, FCC antenna registration number (if required) and any other information required by government regulation. Commercial advertising is prohibited. Notwithstanding, nothing in this section shall prohibit signage that is legally approved for other uses on the same lot or site on which the wireless facility is located.~~

(i) Signage Only the following type of signage is permitted on wireless facilities:

(1) Signs shall be provided in an easily visible location to include: FCC ASR registration number (if applicable); site owner's name, site identification number and/or name, phone number of contact to reach in event of an emergency or equipment malfunction, any additional security and safety signs.

(2) If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, warning signs shall be located every 20 feet attached to the fence or wall and shall display in large, bold, high contrast letters, minimum height of each letter 4 inches, the following: "HIGH VOLTAGE - DANGER."

~~(k) Fencing~~

~~(1) Ground mounted accessory equipment and wireless support structures shall be secured and enclosed with a fence not less than 8 feet in height, placed between the equipment compound and any required landscaping.~~

~~(2) Fencing shall not be required for concealed or stealth wireless facilities, or for support structures.~~

(k) Fencing

(1) WSS ground mounted equipment not located in City street rights-of-way shall be secured and enclosed with a fence not less than 8 feet in height, placed between the equipment compound and any required landscaping.

(2) Fencing for concealed WSSs shall match the concealment of the WSS and be placed between the compound and any required landscaping.

~~(l) Landscaping Landscaping shall be required around the perimeter of the site or equipment compound when ground equipment within the compound is visible from a public street. Landscaping shall be designed to screen such equipment from view in accordance with the ground-based mechanical equipment requirements in Section 5.6, Screening.~~

(l) Grading Grading shall be minimized and limited only to the area necessary for the base of the new tower and equipment compound.

~~(m) Accessory Equipment Accessory Equipment, including any buildings, cabinets or shelters, shall be used only to house equipment and other supplies in direct support of the operation of the wireless facility or support structure. Any equipment not used in direct support of such operation shall not be stored on the site.~~

(m) Landscaping Landscaping shall be required around the perimeter of the site or equipment compound when ground equipment within the compound is visible from any street and

from any adjacent residential use. Landscaping shall be designed to screen such equipment from view in accordance with the ground-based mechanical equipment requirements in Section 5.6, Screening. All required landscaping must be contained on the lot or within the lease area as applicable.

~~(n) Additional Standards for Concealed or Stealth Wireless Facilities A concealed, or stealth, wireless telecommunications facility and support structure shall be designed and located to complement the surrounding landscape in accordance with the following standards:~~

~~(1) A stealth wireless facility and support structure shall take a form other than that of a typical wireless facility and support structure, including but not limited to; bell towers, clock towers, water towers, silos, chimneys, steeples, evergreen trees, or flag poles. (See Figure 4.3.3.F, Stealth Wireless Telecommunications Facilities).~~

**~~FIGURE 4.3.3.F STEALTH WIRELESS
TELECOMMUNICATIONS FACILITIES~~**

~~(2) The equipment compound shall be designed, located, and camouflaged in a manner compatible with the support structure portion of the facility. Ground equipment shall be located within a structure or building, to the maximum extent practicable. Antennae, cables, and related appurtenances shall be enclosed, camouflaged, screened, or obscured so that they are not readily apparent to a casual off-site observer.~~

~~(3) Stealth wireless facilities are encouraged (but not required) to be designed to accommodate the collocation of other antennae whenever technically and economically feasible.~~

(n) Radio Frequency Emission Compliance A signed statement from a North Carolina licensed profession engineer shall be provided stating the radio frequency emissions comply with applicable FCC standards for such emissions ("OET-65") as of the date of application. Any collocations, modification or upgrade applications shall contain a statement from a North Carolina profession engineer confirming that following installation the composite facility will remain in compliance with said FCC standards as stated in OET-65.

~~(e) Existing Wireless Facilities and Wireless Support Structures~~

~~(1) General~~

- ~~(i) An existing wireless facility or support structure that was legally permitted on or before the effective date of this Ordinance shall be considered a lawful permitted use if it complies with all applicable provisions of this section, or a nonconforming use if it does not comply with all applicable provisions of this section.~~
- ~~(ii) An existing and otherwise lawful facility or support structure that was not permitted by special use that, as a result of this Ordinance, would now require special use approval shall not be considered nonconforming.~~

~~(2) Activities at Nonconforming Wireless Facilities or Support Structures~~

- ~~(i) Ordinary maintenance may be performed on a nonconforming wireless facility or support structure.~~
- ~~(ii) Collocation of wireless facilities on an existing nonconforming wireless support structure shall not be construed as an expansion, enlargement, or increase of a nonconforming structure and/or use and shall be reviewed and approved in accordance with the site plan process as stated in Section 2.5.14, provided that the collocation is NOT considered a substantial modification of the facility or support structure.~~
- ~~(iii) Collocation of wireless facilities on an existing nonconforming wireless support structure shall not be construed as an expansion, enlargement, or increase of a nonconformity and shall be reviewed and approved in accordance with Section 2.5.14, Site Plan.~~

(o) Accessory Equipment Accessory equipment, including any buildings, cabinets or shelters, shall be used only to house equipment and other supplies in direct support of the operation of the wireless facility. Any equipment not used in direct support of such operation shall not be stored on the site.

(p) Additional Standards for Concealed WSSs A concealed WSS shall be designed and located to complement the surrounding landscape in accordance with the following standards:

- (1) A concealed small wireless facility in City street right-of-way can include street lights, banners and other decorative street design features in accordance with City regulations and policies (See Figure 4.3.3.F2, Concealed Small Wireless Facilities).**
- (2) A concealed wireless facility not on a tower can include faux shutters, parapets, wall extensions, chimneys and steeples. (See Figure 4.3.3.F3, Concealed Base Station Facilities).**
- (3) A concealed wireless facility may include, but is not limited to; bell towers, clock towers, water towers, silos, chimneys, steeples, evergreen trees, or flag poles. (See Figure 4.3.3.F4, Concealed Wireless Support Structures).**

FIGURE 4.3.3.F2 CONCEALED SMALL WIRELESS FACILITIES



FIGURE 4.3.3.F3 CONCEALED BASE STATIONS

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point



FIGURE 4.3.3.F4 CONCEALED WIRELESS SUPPORT STRUCTURES



- (4) For concealed small wireless facilities, all accessory equipment shall be internal to the utility pole.**
- (5) The equipment compound for non-small wireless facilities shall be designed, located, and concealed in a manner compatible with the wireless support structure portion of the facility. Ground equipment shall be located within a structure or building, to the maximum extent practicable. Antennae, cables, and related appurtenances shall be enclosed, concealed, screened, or obscured so that they are not readily apparent to a casual off-site observer.**
- (g) Photo rendering A photo rendering shall be provided of the collocation, new utility pole, replacement utility pole, City utility pole, base station, or tower structure that illustrates to scale the proposed facility including, but not limited to architectural features and use of colors. Photo renderings should include views from the street(s) and adjacent properties.**
- (r) Eligible Facility An existing wireless facility that was legally permitted on or before the effective date of this Ordinance shall be considered a lawful and conforming use if it complies with all applicable provisions of this section, or a nonconforming use or structure in accordance with Chapter 8, Nonconformities, if it does not comply with all applicable provisions of this section.**
- (s) Activities at Nonconforming Base Stations or Wireless Support Structures**
- (1) Ordinary maintenance may be performed on a nonconforming base station or wireless support structure.**
- (2) Collocation on an existing nonconforming base station or wireless support structure shall not be construed as an expansion, enlargement, or increase of a nonconforming structure or nonconforming use and shall be reviewed and approved in accordance with Section 2.5.15., Wireless Telecommunications Permit, provided that the collocation is not considered a substantial modification of the facility or support structure.**
- (3) Collocation on an existing nonconforming base station or wireless support structure shall not be construed as an**

expansion, enlargement, or increase of a nonconformity and shall be reviewed and approved in accordance with Section 2.5.15., Wireless Telecommunications Permit.

SECTION 9.

That Section 4.5.4.J., *Temporary Wireless Telecommunications Facility*, is hereby amended:

- J. Temporary ~~Wireless Telecommunications~~ **WSS** Facility~~ies~~ A temporary wireless telecommunications facility, ~~also known as a COW,~~ is permitted on a lot in a residential, business, special, or planned development district, subject to the following standards:
1. through 5. (*unchanged*)

SECTION 10.

That Section 10.3., *Abbreviations*, is hereby amended to add the following terms in the appropriate alphabetic order:

TABLE 10.3: ABBREVIATIONS	
ABBREVIATION	ASSOCIATED TERM
<u>OTARD</u>	<u>Over the Air Reception Devices</u>
<u>WSS</u>	<u>Wireless Support Structure</u>
<u>WTP</u>	<u>Wireless Telecommunications Permit</u>

SECTION 11.

That Section 10.4., *Definitions*, specifically terms within “*Wireless Telecommunications Facility*” is hereby amended to add or modify the following definitions in the appropriate alphabetic order:

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

WIRELESS TELECOMMUNICATIONS FACILITY	The following definitions relate to wireless telecommunications facilities:
(a) Abandonment	<i>(unchanged)</i>
(b) Accessory equipment	<i>(unchanged)</i>
(c) Antenna	Communications equipment that <u>transmits, receives,</u> or transmits and receives electromagnetic radio signals used in the provision of all types of wireless telecommunications services.
(d) <u>Applicable codes</u>	<u>The North Carolina State Building Code and any other uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization together with State or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.</u>
(d) (e) Base station	<i>(unchanged)</i>
<u>(f) Breakpoint technology</u>	<u>The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent (5%) more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.</u>
(e) (g) Collocation	The placement, or installation, <u>maintenance, modification, operation, or replacement</u> of wireless facilities on, <u>under, within, or on the</u>

	<u>surface of the earth</u> adjacent to existing <u>wireless support</u> structures, including <u>utility poles, City utility poles, electrical transmission towers,</u> water towers, buildings and other structures including wireless support structures that are capable of <u>structurally</u> supporting the attachment of such <u>wireless</u> facilities in compliance with applicable codes and ordinances. <u>The term ‘collocation’ does not include the installation of new utility poles, City utility poles, or wireless support structures.</u>
<u>(h) Communications facility</u>	<u>The set of equipment and network components, including wires and cables and associated facilities used by a communications service provider to provide communications service.</u>
<u>(i) Communications service</u>	<u>Cable service as defined in 47 U.S.C. § 522(6), information service as defined in 47 U.S.C. § 153(24), telecommunications service as defined in 47 U.S.C. § 153(53), or wireless services.</u>
<u>(j) Communications service provider</u>	<u>A cable operator as defined in 47 U.S.C. § 522(5); a provider of information service, as defined in 47 U.S.C. § 153(24); a telecommunications carrier, as defined in 47 U.S.C. § 153(51); or a wireless provider.</u>
(f)(k) Concealed wireless facility (stealth wireless facility)	A <u>type of</u> wireless facility support structure that is <u>not readily identifiable as a wireless support structure and that is</u> integrated as an architectural feature of an existing structure or any new wireless support structure designed to camouflage or conceal the presence of antennae or towers so the purpose of the

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

	facility or support structure <u>existing buildings in the area so that it</u> is not readily apparent to a casual observer.
(g) (l) Electrical transmission tower	An electrical transmission structure used to support high voltage overhead power lines. The term shall not include any utility pole.
<u>(m) Eligible facilities request</u>	<u>A request for modification of an existing wireless facility that does not include a substantial modification.</u>
(h) (n) Equipment compound	<i>(unchanged)</i>
(i) (o) Existing <u>wireless support</u> structure	<i>(unchanged)</i>
(j) (p) Fall zone	<i>(unchanged)</i>
<u>(q) Master small wireless facility license agreement</u>	<u>A written agreement between the City and an applicant which sets forth specific negotiated terms and conditions applicable to applicant's use of City street rights-of-way, City-owned land, City-owned structures or City-owned infrastructure.</u>
<u>(r) Micro wireless facility</u>	<u>A small wireless facility that is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.</u>
(k) (s) Monopole	A single, freestanding pole type structure supporting one or more antennae <u>wireless facilities</u> . The term shall not include any utility pole.
(t) (t) Ordinary maintenance	<i>(unchanged)</i>

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

(m) (u) Replacement pole	<i>(unchanged)</i>
<u>(v) Search ring</u>	<u>The area within which a wireless support structure must be located in order to meet service objectives of the wireless service provider.</u>
<u>(w) Small wireless facility</u>	<u>A wireless facility that meets both of the following qualifications:</u> <u>(i) Each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements, if enclosed, could fit within an enclosure of no more than 6 cubic feet.</u> <u>(ii) All other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet. For purposes of this sub-subdivision, the following types of ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, vertical cable runs for the connection of power and other services, or other support structures.</u>
(n) (x) Substantial modification	The mounting of a proposed wireless facility or facilities on a wireless support structure which <u>substantially changes the physical dimensions of the support structure. A mounting is presumed to be a substantial modification if it meets any one or more of the following criteria:</u>

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

	(i) Increases the existing vertical height of the wireless support structure by the greater of; (a) more than 10 percent, or (b) the height of 1 additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, or (ii) Involves <u>Except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable,</u> adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the support structure <u>the greater of</u> more than 20 feet, or more than the width of the support structure at the level of the appurtenance, whichever is greater (except where necessary to shelter the antenna from inclement weather or to connect the antenna to the support structure via cable), or (iii) Increases the square footage of the existing equipment compound by more than 2,500 square feet, or (iv) Adds antennae that would increase the girth (width) of the support structure by more than 20 feet.
(o)(y) Temporary <u>WSS</u> wireless communications facilities	A portable, self-contained wireless facility that can be moved to a location and set up to provide wireless services on a temporary or emergency basis. Also known as a "GOW" or "cell-on-wheels". A <u>GOW temporary WSS facility</u> is normally vehicle mounted and contains a telescoping boom as the antenna support structure.
(p)(z) Tower	A general term used to describe wireless support structures other than for <u>base stations and</u> concealed wireless facilities. Includes lattice-type

TEXT AMENDMENT 20-04

Ordinance #XXXX/XX-XX

Applicant: City of High Point

	structures (guyed or freestanding) and monopoles that support one or more antenna.
<u>(g)(aa)</u> Utility pole	A structure, usually a wooden or metal pole, owned and/or operated by a public utility, municipality, electric membership corporation or rural electric cooperative that is <u>specifically designed</u> for and used to carry lines, cables, or wires, primarily for local distribution, and/or to provide lighting. lighting facilities, or small <u>wireless facilities for telephone, cable television, electricity, lighting, or wireless services.</u>
<u>(+)(bb)</u> Water tower or tank	<i>(unchanged)</i>
<u>(s)(cc)</u> Wireless <u>telecommunications</u> facility	The set of equipment and network components, exclusive of the wireless support structure, necessary to provide wireless telecommunications services, including but not limited to; antennae, accessory equipment, transmitters, receivers, base stations, power supplies, and cabling. <u>Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (i) equipment associated with wireless communications and (ii) radio transceivers, antennas, wires, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term shall not include any of the following:</u>

	<u>(i) The structure or improvements on, under, within, or adjacent to which the equipment is collocated.</u> <u>(ii) Wireline backhaul facilities.</u> <u>(iii) Coaxial or fiber-optic cable that is between wireless structures or utility poles or city utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.</u>
<u>(dd) Wireless infrastructure provider</u>	<u>Any person with a certificate to provide telecommunication services in the State who builds or installs wireless communication transmission equipment, wireless facilities, or wireless supports structures for small wireless facilities but that does not provide wireless services</u>
<u>(ee) Wireless provider</u>	<u>A wireless infrastructure provider or a wireless services provider.</u>
<u>(ff) Wireless services</u>	<u>Any services, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provide to the public using wireless facilities.</u>
<u>(gg) Wireless services provider</u>	<u>A person who provides wireless services.</u>
(t) <u>(hh)</u> Wireless support structure	A freestanding structure such as a monopole or lattice tower designed to support wireless facilities, or a building or other structure proposed for and capable of supporting such facilities.

	<u>A tower or base station that supports any type of wireless facility; a utility pole or a City utility pole is not a wireless support structure.</u>
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SECTION 12.

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 13.

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

SECTION 14.

This ordinance shall become effective upon adoption.

Adopted by the City Council
City of High Point, North Carolina
The ____ day of _____, 2020
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: 911 Console Workstation Purchase

From: Eric Xavier, Assistant Director of IT Services **Meeting Date:** December 07, 2020

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: 4.1 Xybix Consoles - Quote - Primary PSAP
4.2 Xybix Consoles - Quote - Backup PSAP

PURPOSE:

The City needs to purchase console workstations for its two 911 Communications Center locations.

BACKGROUND:

The Department of IT Services is recommending the purchase of new console workstations from Xybix Systems, Inc. to update the City's current (backup) 911 Communications Center located in City Hall, and outfit its new (primary) 911 Communications Center located at 1730 Westchester Drive. The new console workstations will afford 911 telecommunicators an efficient, reliable workspace from which to handle 9-1-1 calls and dispatch the City's emergency services.

The Department of IT Services evaluated other console systems and selected a product line that best meets the requirements of both the City's primary- and backup 911 Communications Centers.

BUDGET IMPACT:

The City of High Point will use funds provided by the State of North Carolina 911 Board to purchase the console workstations from Xybix Solutions, Inc, via H-GAC (TX) purchasing contract EC07-20. The total cost of the console workstations is \$356,421.23, which is contract price.

RECOMMENDATION / ACTION REQUESTED:

The Department of IT Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: IT Services

COUNCIL AGENDA DATE: December 07, 2020

BID NO.: NA CONTRACT NO.: TX EC07-20 DATE OPENED:

DESCRIPTION:
911 console workstation initial purchase + update.

PURPOSE:
The City of High Point needs to update its current (backup) 911 Communications Center and outfit its new (primary) 911 Communications Center with new console workstations.

COMMENTS:
This purchase is made using funds provided by the State of North Carolina 911 Board via H-GAC (TX) purchasing contract EC07-20.

RECOMMEND AWARD TO: Xybix Systems, Inc. AMOUNT: \$356,421.23

JUSTIFICATION:
Console workstations are required by the City's 911 telecommunicators to facilitate reliable and efficient 9-1-1 call handling & emergency services dispatch operations.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301240	522505	301082100125	53020	\$356,421.23
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE: 2020-11-18

The Purchasing Division concurs with recommendation submitted by the IT Services and recommends award to the lowest responsible, responsive bidder Xybix Systems Inc. in the amount of \$ 356,421.23.

PURCHASING MANAGER: DATE: November 23, 2020

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE: November 23, 2020

CITY MANAGER: DATE:

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Thereseb



Quote Number: 27889

Quote Date: 11/5/2020
Revision: B
Orig Create Date: 11/5/2020
Expires: 2/3/2021
Opp #: 0021710

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 1 of 4

QUOTE TO:

Acct: HIGPOIHINC
Nancy Williams
High Point 911 Communications
211 S. Hamilton Street
Room 103
High Point NC 27260

Phone: 336-883-3400
Email:

SHIP TO:

High Point Police-Fire
1730 Westchester Drive
High Point, NC 27260
USA



Salesperson: CHER ICE
Phone: (919) 904.3487
Email: cheri@xybix.com

General Notes:

-HGAC Pricing
-Contract #EC07-20
-Eagle Line
-Prevailing Wage
6.75% TAX on Product & Freight
211 S Hamilton St Rm 103 ,High Point NC 27260-2nd Location
-Optional items are not included in the total price. Please contact Xybix to have any optional items included in the final price. Freight and Install charges will be adjusted accordingly.
All equipment and electrical must be removed from the existing workstations prior to removal. Removal is priced to take place during the installation of the new Xybix workstations. 4 stations at 2nd location only

Issue Dates:

10.26.2.20-R6 (2) Rooms wth (10) stations-TRB
8.11.20. R4 Updated HGAC-20, TRB
11.25.19, R3, DAL
Revise Monitor Configurations, Add Lockers, Recalculate Tax (Taxed on Product & Freight, Not on Install)
10.31.19, R1, DAL

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-DS - 42-48in - 140.50 LF @ \$287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: TBD	21	1.00 EA	\$40,323.50	51.00 %	\$19,758.52	\$19,758.52
1.01	13589	Panel Segment White Board 14h x 36w	52	1.00 EA	\$215.00	51.00 %	\$105.35	\$105.35
1.02	13589	Panel Segment White Board 18h x 36w	25	9.00 EA	\$215.00	51.00 %	\$105.35	\$948.15
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	1	7.00 EA	\$2,313.00	51.00 %	\$1,133.37	\$7,933.59

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Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 72W x 44D - Cable Management Included	³³ 3.00 EA	\$1,571.00	51.00 %	\$769.79	\$2,309.37
3.00	15701	L4 Table Base	² 10.00 EA	\$6,052.00	51.00 %	\$2,965.48	\$29,654.80
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1 - Corner Dual Surface - 66L x 66R16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$2,151.00	³⁹ 7.00 EA	\$4,026.00	51.00 %	\$1,972.74	\$13,809.18
4.01	12758-3D.	Monitor Mount 2 - Rollervision - - 1 - Straight Dual Surface - 72W x 44D16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$2,151.00	⁴¹ 1.00 EA	\$4,026.00	51.00 %	\$1,972.74	\$1,972.74
4.02	12758-3D.	Monitor Mount 2 - Rollervision - - 1 - Straight Dual Surface - 72W x 44D12076 - Std VESA Mount Qty = 2 Total: \$562.00 16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 1 Total: \$717.00	⁴⁰ 2.00 EA	\$3,154.00	51.00 %	\$1,545.46	\$3,090.92
4.04	15496.	Acrylic Shroud 2 - - 1 - Corner Dual Surface - 66L x 66R	⁴² 7.00 EA	\$183.00	51.00 %	\$89.67	\$627.69
4.05	15496.	Acrylic Shroud 2 - - 1 - Straight Dual Surface - 72W x 44D	⁴³ 3.00 EA	\$183.00	51.00 %	\$89.67	\$269.01
5.00	14349	Display Port Cable 25 FT Male/Male	³ 56.00 EA	\$88.00	51.00 %	\$43.12	\$2,414.72
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	⁴ 10.00 EA	\$602.00	51.00 %	\$294.98	\$2,949.80
6.00	15848	Grounding Kit Full Station R56 Compliant	⁵ 0.00 EA	\$1,422.00	51.00 %	\$696.78	\$0.00
		Optional (X10)					
7.02	15618MCC	Task Light Pair LUX2 LED My Climate	⁹ 10.00 EA	\$573.00	51.00 %	\$280.77	\$2,807.70
8.00	15463	Shelf Under Surface 19W x 9D - Metal	¹⁰ 10.00 EA	\$146.00	51.00 %	\$71.54	\$715.40
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	¹¹ 10.00 EA	\$122.00	51.00 %	\$59.78	\$597.80
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	¹² 10.00 EA	\$2,273.00	51.00 %	\$1,113.77	\$11,137.70

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Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.00	12033-3D.	Return Worksurface - 18Wx36D	¹³	4.00 EA	\$516.00	51.00 %	\$252.84	\$1,011.36
10.01	12033-3D.	Return Worksurface - 24Wx36D	¹⁴	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.02	12033-3D-FT.	Flip Top Return Worksurface - 36Wx36D	¹⁵	10.00 EA	\$516.00	51.00 %	\$252.84	\$2,528.40
10.03	12033-3D.	Return Worksurface - 39.25Wx36D	³⁴	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.04	12033-3D.	Return Worksurface - 48Wx36D	¹⁶	2.00 EA	\$516.00	51.00 %	\$252.84	\$505.68
11.00	16209	Cable Bridge Corner Angled Left Side	¹⁷	3.00 EA	\$229.00	51.00 %	\$112.21	\$336.63
11.01	16210	Cable Bridge Corner Angled Right Side	¹⁸	4.00 EA	\$229.00	51.00 %	\$112.21	\$448.84
11.02	15709	Cable Bridge Straight Left Side	³⁵	2.00 EA	\$229.00	51.00 %	\$112.21	\$224.42
11.03	15710	Cable Bridge Straight Right Side	³⁶	1.00 EA	\$229.00	51.00 %	\$112.21	\$112.21
11.04	15488-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge	⁴⁵	10.00 EA	\$1,592.00	51.00 %	\$780.08	\$7,800.80
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	⁴⁶	4.00 EA	\$1,238.00	51.00 %	\$606.62	\$2,426.48
12.01	12428-3D.	Drawer Pedestal - Fixed - Bookcase Left - 24W - 6-6-12 Drawers 18W 22D	⁴⁷	1.00 EA	\$1,369.00	51.00 %	\$670.81	\$670.81
12.03	13642-3D.	Drawer Pedestal - Fixed - Bookcase Right - 39.25W - 6-6-12 Drawers 18W 22D	⁴⁹	1.00 EA	\$1,433.00	51.00 %	\$702.17	\$702.17
12.04	13646-3D.	Drawer Pedestal - Fixed - Dual Ped with Bookcase - 48W - 6-6-12 Drawers 18W 22D - 6-6-12 Drawers 18W 22D	⁵¹	2.00 EA	\$2,735.00	51.00 %	\$1,340.15	\$2,680.30
19.00	10176EXT	Cup Holder - Extended for Eagle	²⁰	10.00 EA	\$104.00	51.00 %	\$50.96	\$509.60
90.00	16139	Installers Kit Eagle Line	²²	10.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	²³	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
Line (23) - Miscellaneous Charge -								
		Description					Ext. Price	
2.)		Install - Prev. Wage - Non-Tax					22,948.00	
3.)		Removal/Disposal (4 Stations)					15,227.09	
4.)		Freight 2-FullTruck Taxable					23,366.63	
List Price Total:		\$248,093.50	Lines Total:		\$121,565.81			
			Line Miscellaneous Charges Total:		\$61,541.72			
			Taxes Total:		\$9,782.97			
			Quote Total:		\$192,890.50			

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

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QUOTE TO:

Acct: HIGPOIHINC
Nancy Williams
High Point 911 Communications
211 S. Hamilton Street
Room 103
High Point NC 27260

Phone: 336-883-3400
Email:

SHIP TO:

High Point Police-Fire
1730 Westchester Drive
High Point, NC 27260
USA



Salesperson: CHER ICE
Phone: (919) 904.3487
Email: cheri@xybix.com

General Notes:

-HGAC Pricing
-Contract #EC07-20
-Eagle Line
-Prevailing Wage
6.75% TAX on Product & Freight

Honoring 51% discount all product to be purchased at the same time

-Optional items are not included in the total price. Please contact Xybix to have any optional items included in the final price. Freight and Install charges will be adjusted accordingly.

Issue Dates:

10.26.20-R6 (2) Rooms with 10 stations-trb
8.11.20. R4 Updated HGAC-20, TRB
11.25.19, R3, DAL

Revise Monitor Configurations, Add Lockers, Recalculate Tax (Taxed on Product & Freight, Not on Install)

10.31.19, R1, DAL

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3Fabric 12343-1-SS - 42-48in - 41.00 LF @ \$212.00/LF 12343-1-DS - 42-48in - 115.00 LF @ \$287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G3 Lower Tiles Fabric Color: TBD Grade 3 G3 Panel Trim Color: TBD	²¹ 1.00	EA	\$41,697.00	51.00 %	\$20,431.53	\$20,431.53
1.01	13589	Panel Segment White Board 18h x 36w	²⁵ 10.00	EA	\$215.00	51.00 %	\$105.35	\$1,053.50
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	¹ 9.00	EA	\$2,313.00	51.00 %	\$1,133.37	\$10,200.33
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 72W x 44D - Cable Management Included	³³ 1.00	EA	\$1,571.00	51.00 %	\$769.79	\$769.79

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
3.00	15701	L4 Table Base	2	10.00 EA	\$6,052.00	51.00 %	\$2,965.48	\$29,654.80
4.00	12757-3D.	Monitor Mount 2 - Rollervision - - 1 - Corner Dual Surface - 66L x 66R12076 - Std VESA Mount Qty = 2 Total: \$562.00 16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 1 Total: \$717.00	38	3.00 EA	\$3,154.00	51.00 %	\$1,545.46	\$4,636.38
4.01	12757-3D.	Monitor Mount 2 - Rollervision - - 1 - Corner Dual Surface - 66L x 66R16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: \$2,151.00	39	6.00 EA	\$4,026.00	51.00 %	\$1,972.74	\$11,836.44
4.02	12758-3D.	Monitor Mount 2 - Rollervision - - 1 - Straight Dual Surface - 72W x 44D12076 - Std VESA Mount Qty = 2 Total: \$562.00 16127 - Std VESA Mount 2 HI 2 Knuckle Qty = 1 Total: \$717.00	40	1.00 EA	\$3,154.00	51.00 %	\$1,545.46	\$1,545.46
4.04	15496.	Acrylic Shroud 2 - - 1 - Corner Dual Surface - 66L x 66R	42	9.00 EA	\$183.00	51.00 %	\$89.67	\$807.03
4.05	15496.	Acrylic Shroud 2 - - 1 - Straight Dual Surface - 72W x 44D	43	1.00 EA	\$183.00	51.00 %	\$89.67	\$89.67
5.00	14349	Display Port Cable 25 FT Male/Male	3	52.00 EA	\$88.00	51.00 %	\$43.12	\$2,242.24
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	4	10.00 EA	\$602.00	51.00 %	\$294.98	\$2,949.80
6.00	15848	Grounding Kit Full Station R56 Compliant Optional (X10)	5	0.00 EA	\$1,422.00	51.00 %	\$696.78	\$0.00
7.02	15618MCC	Task Light Pair LUX2 LED My Climate	9	10.00 EA	\$573.00	51.00 %	\$280.77	\$2,807.70
8.00	15463	Shelf Under Surface 19W x 9D - Metal	10	10.00 EA	\$146.00	51.00 %	\$71.54	\$715.40
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	11	10.00 EA	\$122.00	51.00 %	\$59.78	\$597.80
9.00	15620MCC	MyClimate Personal Climate Control With Forced Air Heat 250W X2 = 500W	12	10.00 EA	\$2,273.00	51.00 %	\$1,113.77	\$11,137.70
10.00	12033-3D.	Return Worksurface - 18Wx36D	13	8.00 EA	\$516.00	51.00 %	\$252.84	\$2,022.72

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Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
10.01	12033-3D.	Return Worksurface - 24Wx36D	14	1.00 EA	\$516.00	51.00 %	\$252.84	\$252.84
10.02	12033-3D-FT.	Flip Top Return Worksurface - 36Wx36D	15	10.00 EA	\$516.00	51.00 %	\$252.84	\$2,528.40
11.00	16209	Cable Bridge Corner Angled Left Side	17	5.00 EA	\$229.00	51.00 %	\$112.21	\$561.05
11.01	16210	Cable Bridge Corner Angled Right Side	18	4.00 EA	\$229.00	51.00 %	\$112.21	\$448.84
11.02	15709	Cable Bridge Straight Left Side	35	1.00 EA	\$229.00	51.00 %	\$112.21	\$112.21
11.03	15488-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 36Wx34.5D With Flip Top Hinge	45	10.00 EA	\$1,592.00	51.00 %	\$780.08	\$7,800.80
12.00	11352-3D.	Drawer Pedestal - Fixed - Single - 18W - 6-6-12 Drawers 18W 22D	46	8.00 EA	\$1,238.00	51.00 %	\$606.62	\$4,852.96
12.01	12428-3D.	Drawer Pedestal - Fixed - Bookcase Right - 24W - 6-6-12 Drawers 18W 22D	48	1.00 EA	\$1,369.00	51.00 %	\$670.81	\$670.81
19.00	10176EXT	Cup Holder - Extended for Eagle	20	10.00 EA	\$104.00	51.00 %	\$50.96	\$509.60
90.00	16139	Installers Kit Eagle Line	22	10.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	23	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

Line (23) - Miscellaneous Charge -

Description	Ext. Price
1.) Freight - Full Truck NonTaxable	17,055.73
2.) Install Prevailing Wage NonTax	17,055.74

List Price Total:	\$247,420.00	Lines Total:	\$121,235.80
		Line Miscellaneous Charges Total:	\$34,111.47
		Taxes Total:	\$8,183.46
		Quote Total:	\$163,530.73

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
JANUARY 22, 2020 – 3:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

MINUTES

Present (5):

Mayor Jay Wagner [departed meeting at 3:08 p.m.]; Council Member Britt W. Moore (At Large); Council Member Tyrone E. Johnson (At Large); Council Member Cyril A. Jefferson (Ward 1); and Council Member Victor A. Jones (Ward 5)

Absent (4):

Mayor Pro Tem Christopher Williams (Ward 2); Council Member Monica L. Peters (Ward 3); Council Member S. Wesley Hudson (Ward 4); and Council Member Michael A. Holmes (Ward 6)

Staff Present:

Randy McCaslin, Deputy City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Communication and Public Engagement Director; Angela Kirkwood, Human Resources Director; Roslyn McNeill, Budget Analyst; Derrick Boone, Assistant Director of Public Services; Terry Houk, Public Services Director; Tyler Berrier, Assistant Director of Electric Utilities; Garey Edwards, Director of Electric Utilities; Laura Altizer, Senior Budget Analyst; Robby Stone, Public Services Assistant Director; Bob Martin, Customer Service Director; Sandy Driggers, Customer Service Specialist; Andy Osborne, Customer Service Manager; Annette Smith, Senior Customer Service Analyst; Glenda Barnes, Public Services Budget Analyst; Bobby Fitzjohn, Financial Services Director; and Mary Brooks, Deputy City Clerk

News Media Present:

Pat Kimbrough, *High Point Enterprise*

CALL TO ORDER

Mayor Wagner called the meeting to order at 3:08 p.m.

Mayor Wagner announced that he would need to depart the meeting and asked to be excused.

A motion was made by Council Member Moore, and seconded by Council Member Jefferson; to excuse Mayor Wagner from the Special Meeting of City Council. The motion carried by a 5-0 unanimous vote.

PRESENTATION OF ITEMS**2020-35 Departmental Operational Reviews from the Public Services, Electric, and Customer Service Departments**

Staff is requested to give Departmental Operational reviews from the Public Services, Electric, and Customer Service Departments

Randy McCaslin, Deputy City Manager, mentioned that these Departments were part of the City's budget; and the funding received also helped fund the operations for the departments.

Public Services

Terry Houk, Public Services Director, introduced staff from the Public Services Department in attendance: Derrick Boone, Assistant Director (water sewer), Robbie Stone Assistant Director (Public Works Division), and Glenda Barnes, Financial Analyst. The Public Services Department is the largest city department with 305 funded positions; 16 divisions; he provided the FY 19-20 Water Sewer Operating Budget of \$3.4 million. The Public Services Administration General Fund had an operating budget of \$448,278. Public Services Administration Revenues were as follows: water/sewer \$54,122,636, Solid Waste \$16,622,387, and Stormwater \$5,595,218. Mr. Houk provided examples of some of the projects such as stormwater projects, Ward 3 projects, Pott's Ave, and the Catalyst Project. The Riverdale Repair Project was a key project; and is anticipated to be completed by the end of February. He provided a brief history of the project; said it is the largest lift station that flooded out during hurricane Florence; and that the pump station had to be replaced. Mr. Houk spoke to the aging infrastructure is an ongoing project; due to the replacement of water and sewer lines. Mr. Houk turned over the presentation to Derrick Boone for an overview of the Water/Sewer Division.

Derrick Boone, Assistant Director of Public Services said there were seven divisions under Water/Sewer Enterprise Fund as follows: Ward Water Treatment, Eastside Wastewater Treatment, Westside Wastewater Treatment, Residuals Management, Laboratory, Maintenance, and W/S Mains-Sewer Collection & Water Distribution. Mr. Boone provided a brief description of the divisional services that included the sewer and water pipes, the fire hydrants maintained throughout the city; customer accounts; and said there were approximately 50 sewer and 200 hundred water line breaks a year; said they were due to aging lines and temperature changes. Mr. Boone continued discussion regarding the divisional services of the Eastside and Westside WWTPs; 23 lift stations; 2 raw water stations; PTRWA; ward WTP, and 1 ground level water storage. The water sources came from the Oak Hollow and City Lakes.

Randy McCaslin, Deputy City Manager, discussed the rotation process between the two lakes; said if City Lake became low or contaminated, water would be drawn from the Oak Hollow Lake.

Mr. Boone continued with the Water Treatment plant. Wendell Pickett is the Plant Superintendent; and provided an overview of the budget. The Eastside and Westside Wastewater Treatment Plants with Dawn Molnar as the Eastside WWTP Superintendent; and Kevin Wood as the Westside WWTP Superintendent. The budget is \$4.9 million combined for FY 2019-2020. The Residuals Management Division; John Thomas is the Superintendent. The division processes and dewater 45 million gallons of sludge per year; and has a \$1.3 million operating budget. The Laboratory Services Division Superintendent is Bill Frazier. The Division has a \$1.2 million operating budget; said the division perform testing for all city regulated water and wastewater programs; and prepared monthly compliance reporting to Raleigh. The Water and Sewer Maintenance Division Superintendent is Rick Riley. The Division has a \$4.0 million operating budget; 23 lift stations, 2 raw water pumping stations, and 3 Treatment Plants. The Water/Sewer Maintenance Division; Greg Hall, Superintendent; has a 4.9 million operating budget for FY 2019-2020; said this division maintained the water distributions and sewer collection systems; and ensured compliance with federal and state requirements.

Council Member Jefferson inquired on the results for the water quality control test. Mr. Houk said the toxicity in the water had to be retested; discussed the testing process; and said the testing process was very sensitive.

Council Member Jefferson inquired on how water line breaks were reported to the city; and if the city was aware of the study of the water quality in High Point being conducted by the UNCG's Center for Housing and Community Studies. Mr. Boone replied that citizens would report line breaks; and/or the city would find issues as they were in the field working. Mr. McCaslin replied that UNCG's study was not state mandated or approved testing by the EPA; said they were testing the tap water out of homes; and that the city tests the water supply on a daily basis (the water is safe); and that it was a totally different process compared to UNCGs process.

Robbie Stone, Public Services Assistant Director, spoke to the services that included: 3 cemeteries (Greenhill, Oakwood, and a small cemetery near the Kersey Valley Landfill) they maintain; one MSW landfill, HHW Facility; and solid waste collections. The Cemeteries Division is managed by Trevor Spencer, Public Services Manager.

Council Member Jefferson inquired on the status of the Green Hill Cemetery Project. Mr. McCaslin replied that they were putting the plan together; in the process of meeting with contractors; and said the project would be presented at a future Prosperity and Livability Committee meeting for discussion as soon as the planning was completed.

Mr. Stone continued discussion regarding the Street Maintenance Department; Trevor Spencer is the Manager; outlined their primary functions such as mowing, and assuring storm water was flowing as it should be; has a \$6.9 million operating budget for FY 19-20. In the Environmental Services Division, Greg Holt is the Interim Solid

Waste Collections Superintendent; provided an average of the different types of waste collected every year; has a budget of \$7.2 million; and served over 40 thousand households each week. The Kersey Valley Landfill is managed by Mike Spencer, Superintendent; has a budget of \$5.7 million; collect an average of over 400 tons a day. Mr. Stone said during the Furniture Market that over 700 tons of cardboard was collected over a six-week period.

Mr. McCaslin spoke to the changes with the environment permitting in reference to landfills; and the possibility of the Kersey Valley Landfill being the last one ran by the city because of strict permits.

Council Member Jefferson inquired if the maintenance of the city's ditches, and overgrown vegetation were outsourced or done internally. Mr. Stone replied that the maintenance was done internally.

Mr. Stone continued discussion regarding the Ingleside Compost Facility; Mike Spencer is the Solid Waste Disposal Superintendent for the facility; average 13,000 tons/year; and has a budget of \$729,620.

Council Member Moore inquired on the separation of electrical items from the solid waste collection. Mr. Stone replied that citizens utilized the drop off locations for those items; and said by state law, electronics could not be dumped in landfills.

Council Member Jefferson inquired on the revenue from recycling. Mr. Stone replied that Ingleside was a self-sufficient facility; and explained the fee process for services.

Mr. Stone spoke to the Material Recovery Facility (MRF) that is managed by Melanie Bruton, Superintendent; has a \$2 million budget; and said the average sales of material over a four-year period was \$451,869.

Mr. Houk discussed the Issues facing Public Services as follows: EPA/DEQ unfunded mandates, 1,4 Dioxane, PFOS, Leachate; Growth; Ordinance updates; Manpower Recruitment and retainment; aging infrastructure, and Seaboard. He provided examples of capital projects such as: (chemical Feed Pump Replacement, Greenleaf Filter Rebuild, Westside WWTP Improvements Phase 3 Revenue Bonds, Riverdale emergency repairs and expansion, Tanglewood Pump Station replacement, Tanglewood Sewer Outfall, Willard Dairy Water Line, Kersey Valley Landfill-New Cell 5A Construction, and Parkwood Circle-stormwater project).

Council Member Jefferson asked if any complaints were received from citizens living near the landfills. Mr. Stone replied that in reference to the Kersey Valley Landfill; there were mandated public meetings; and that there were no ongoing complaints from the adjacent properties to the landfill. Mr. McCaslin mention complaints on private trucks because of the trash falling off of them.

Council Member Moore inquired on staffing and retainment issues. Mr. Houk said

there were issues with technical support; said employees with CDL licenses were offered larger salaries from the private sector. Mr. McCaslin mentioned the challenges of the workforce for the youth in job training for these types of jobs.

Council Member Moore spoke to outreach through the education system.

Electric Department

Tyler Berrier, Assistant Director of Electric Utilities, said High Point was one of the few cities with their own electric company; provided a brief history of how ElectriCities of NC, Inc. was formed; said they were a membership organization for North Carolina, South Carolina, and Virginia; and their purpose is to deliver value to public owned communities through collective strength wisdom and action while promoting a more successful future for the citizens.

Council Member Moore asked who set the perimeters with ElectriCities. Mr. McCaslin replied that it is derived from state laws from each state.

Mr. Berrier showed a video that showed what ElectriCities did on a daily basis; and showed a map of the ElectricCities membership locations.

Mr. Berrier said the city's power comes from the Catawba Nuclear Power Plant located in South Carolina. There are four stations in High point: McCaslin Metering station, North Station, West End, and Jackson Lake Metering Station; and named the substations: Eastchester substation (biggest substation), Boundary Substation (newest substation). Provided a list of the advantages of having our own system:

- 1. Local ownership*
- 2. Local control of operating policies*
- 3. Local control of pricing*
- 4. Local customer service center*
- 5. Electric system within service area relatively "compact"*
- 6. We "know" our customers well*
- 7. We can concentrate on reliability of electric service within our community*

Mr. Berrier provided the six divisions in the Electric Department: Overhead, Service, Underground, Substations, Engineering, and Metering.

Mr. McCaslin spoke to the underground power lines as being more expensive than overhead power lines; said they did not last as long as the overhead lines; mentioned developers sometimes choose underground lines; which would cause higher rates to transfer over to customers.

Council Member Jefferson asked why the power lines were not underground on Washington Street. Mr. McCaslin replied the cost was shared with a previous council who made the decision; and elected to keep the power lines overhead.

Mr. Berrier spoke to the causes of power outages such as weather related and other reasons (accidents); to tree maintenance as an ongoing process needed to prevent outages; and showed a video of the tree trimming process. Mr. Berrier mentioned the Emergency Assistance Program; said the program allowed the city to assist other cities (Chattanooga, TN, New Bern, NC, Vero and Daytona Beach, FL, Albermarle, NC, and Freport, NY); said it was funded by reimbursement through FEMA or other cities; and if not the city would reimburse the cost. He also provided a list of the top ten customers for the City of High Point; and that the Capital Improvement Plan was \$9-\$10 million per year.

Mr. McCaslin discussed how some transformers would have to be switched out for electric cars home charging needs; and staff would be coming back to council with recommendations on simplifying the rate structure for those who elect to use that type of system for electric cars.

Council Member Jefferson inquired if the city paid Duke Energy when they took over Plant 7, and who had the electric rights; and asked who owned the street poles. Mr. McCaslin replied that the city paid to move equipment into the plant; and Duke Energy paid to remove their equipment. Mr. Berrier replied there was a legal agreement with territorial maps for the electric rights. Mr. McCaslin said that the street poles were owned by the City of High Point, Duke Energy, and North State.

Council Member Jefferson said there were complaints in Ward 1 that the streetlights were too dark. Mr. McCaslin replied that there were minimum standards for lighting streets. Mr. Berrier asked for the locations of the streetlights so staff could check to see if they meet the standards.

Customer Service Department

Bob Martin, Customer Service Director, said the Customer Service Department was funded by the Electric and Water/Sewer Departments with a budget of \$5.3 million. He provided an organizational chart of the departments; and introduced the leadership team: Andy Osborne, Annette Smith, and Sandy Driggers; gave an overview of the operations as follows: Meter Reading, Water meter services, field services, mail room, after hours dispatch, administration, contact/collection center, and call center.

Mr. Berrier spoke to the Smart System Project that involved converting to smart meters; said that the new meters would be able to detect water leaks.

Council Member Jefferson inquired on the cost for the Smart System Project. Mr. McCaslin replied it would cost \$10 million. Mr. Martin replied it would be over a 15-year investment period.

Mr. Martin continued discussion regarding field services; said each truck had a GPS service in them; spoke to afterhours dispatch with fees for service; to

billing/collections; discussed how the billing cycle worked; had a projected revenue of \$202, 500,000.00 for 2019/2020; spoke to bad debt write-offs done yearly; to collections through the NC Debt set off plan (take out of tax returns); to the contact/collections center; to the average number of customers assisted per day; to the average monthly payment transactions; to community assistance for citizens; said they budget \$200,000 every year give to community foundations; and that they partnered with The Salvation Army, West End Ministries, Inc., and Open Door Ministries.

Mr. McCaslin said that utility bills could not be forgiven; and that the city offered assistance; and payment plans for customers.

Mr. Martin spoke to the average number of calls received at the call center; to projects (Cayenta Upgrade, Paymentus Implementation, Avaya Phase II); provided an energy efficiency kit to council; explained how showroom taxes are collected to support the Market Authority. Mr. McCaslin said that 100% of the showroom taxes collected are passed along to the Market Authority (per special legislation); and that there would be two more meetings discussing departmental operations.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 5:10 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Motorola Console Purchase

From: Eric Xavier, Assistant Director of IT Services **Meeting Date:** December 07, 2020

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: Motorola Solutions Inc. Radio Console Quote
Motorola Solutions Inc. Radio Console Contract

PURPOSE:

The City needs to purchase Motorola radio consoles to outfit the new 911 Communications Center.

BACKGROUND:

The Department of IT Services is recommending the City of High Point purchase sixteen (16) Motorola radio consoles to outfit the new 911 Communications Center located at 1920 Westchester Avenue.

BUDGET IMPACT:

The City of High Point will use funds provided by the State of North Carolina 911 Board to purchase the radio consoles from Motorola Solutions, Inc, under NC State purchasing contract 725G. The total cost of the radio consoles is \$1,317,080.85 which is contract price.

RECOMMENDATION / ACTION REQUESTED:

The Department of IT Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: IT Services

COUNCIL AGENDA DATE: December 07, 2020

BID NO.: NA CONTRACT NO.: NC 725G DATE OPENED:

DESCRIPTION:

Motorola radio console initial purchase.

PURPOSE:

The City of High Point needs to outfit its new 911 Communications Center with radio consoles to facilitate emergency dispatch operations.

COMMENTS:

This purchase is made using funds provided by the State of North Carolina 911 Board, under NC State purchasing contact 725G.

RECOMMEND AWARD TO: Motorola Solutions, Inc. AMOUNT: \$1,317,080.85

JUSTIFICATION:

The purchase is needed to outfit the new 911 Communications Center located at 1730 Westchester Drive.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301240	522505	301082100125	53020	\$1,317,080.85
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE: 2020-11-18

The Purchasing Division concurs with recommendation submitted by the IT Services and recommends award to the lowest responsible, responsive bidder Motorola Solutions Inc. in the amount of \$ 1,317,080.85.

PURCHASING MANAGER: DATE: November 18, 2020

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE: November 19, 2020

CITY MANAGER: DATE:

MCC7500E

CONSOLE SYSTEM



MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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TABLE OF CONTENTS

Cover Letter

Section 1

Statement of Work	1-1
1.1 Motorola Responsibilities	1-1
1.2 City of High Point Responsibilities	1-1
1.3 Assumptions	1-2

Section 2

System Description and Console overview	2-1
---	-----

Section 3

Equipment List	3-1
----------------	-----

Section 4

Pricing	4-5
---------	-----

Section 5

Contract Information	5-1
----------------------	-----



10/21/2020

Mr Ellis Frazier
City of High Point
211 South Hamilton, Room 103
High Point, NC 27260

Subject: MCC7500E Console System

Dear,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of High Point with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for MCC7500E console equipment and provides:

- Seventeen (17) MCC7500E console operator positions with conventional channel gateway equipment
- One (1) Archiving Interface Server (AIS)
- Six (6) APX Console Control stations. These consist of five 800 MHz and one VHF control station

The MCC7500E Console system will connect with the City of High Point P25 Radio Network

We thank you for the opportunity to furnish the City of High Point with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Scott Hopkins", is written over a horizontal line.

Scott Hopkins
[Motorola Solutions VP]

STATEMENT OF WORK

Motorola is proposing to the City of High Point the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
City of High Point Operation Dispatch Center	MCC7500E Console equipment with CSC and CCGW, Seventeen console operator positions. One Archiving Interface Server (AIS). Six APX Control stations

The document delineates the general responsibilities between Motorola and the City of High Point as agreed to by contract.

1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the programming and optimization of the Motorola supplied equipment described above.
- Schedule the programming and optimization in agreement with the City of High Point.
- Install all console operator dispatch and related backroom network equipment.
- Provide and install all required network and peripheral equipment and cables. These to include any KVM extension cables that may be required
- Provide City of High Point with the appropriate system interconnect specifications.

1.2 CITY OF HIGH POINT RESPONSIBILITIES

The City of High Point will assume responsibility for the installation and performance of all equipment and work necessary for completion of this project that is not provided by Motorola. City of High Point's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies or FCC licenses for project as required.
- Provide required system Ethernet interconnections to the Master Site.
- Provide adequate physical space, HVAC and electrical requirements at all locations for the new equipment
- Motorola will assist the City of High Point with technical requirements and specifications for site links.
- The City of High Point will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities for all City of High Point vendors or other contractors.



1.3 ASSUMPTIONS

Motorola has based the system design on information gathered from meetings with the City of High Point personnel and an analysis of their existing system and requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City of High Point, a revised proposal with the necessary changes and adjusted costs will be required. Changes to the equipment or scope of the project after contract will require a change order.

- Seventeen (17) new MCC7500E console positions are provided to be located at the City of High Point Dispatch Center. The system will also include equipment to operate up to sixteen (16) conventional radio resources.
- Instant Recall Recorder software for each operator position is included.
- One twenty two (22) touch screen monitor display is included for each operator position
- The standard console system spare equipment package is included for the Dispatch Center
- A Conventional Site Controller is supplied to operate the console in backup mode in the event of a Master Site link failure
- Six (6) 800 MHz APX consolettes are provided.
- Master Site License expansion costs required for the console system are included.
- The City of High Point console site will require Ethernet connectivity with the Zone Master Site. Obtaining Ethernet connectivity as well as any recurring costs for connectivity if any shall be the responsibility of City of High Point. Motorola will provide City of High Point with the Ethernet requirements and specifications for the console to Master Site link if required.
- One Archiving Interface Server has been provided with this quote for City of High Point
- No towers, shelters, generators or UPS devices are included in this pricing.
- The pricing quoted assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment



SYSTEM DESCRIPTION

In response to a request from City of High Point, Motorola is providing pricing for a MCC7500E Console System as detailed below. Consoles are anticipated to be utilized with City of High Point radio network. The pricing provided is based on the Design Assumptions listed below. Services include installation, optimization, and project management.

The system design consists of a MCC7500E IP based Console System to be located at the City of High Point Dispatch facility. The proposal provides a seventeen (17) operator position MCC7500E IP based Console System. Consoles are anticipated to be utilized and connected with the City of High Point's P25 radio network. Consoles will connect with the P25 Master Core. Conventional Channel Gateway (CCGW) equipment is provided to control up to sixteen (16) conventional resources for use with the MCC7500E consoles. Examples of conventional resources are backup 800 MHz resources for High Point, conventional UHF, and VHF channel resources.

A Conventional Site Controller (CSC) is supplied to operate the console in backup mode in the event of a Master Site link failure

Twenty two (22) inch touch screen display monitors are provided for use at each operator position.

Software based Instant Recall voice recorder systems will be installed on each operator position computer. This will allow for recall of recordings of recent voice traffic by the dispatch operator. This system is not a replacement for and does not provide functionality of a long term voice recorder or recording storage system. Long term voice recording equipment or IP recording equipment is not part of this quotation.

Six (6) APX 800 MHz APX consolettes are provided.

2.1 COMMUNICATIONS CONSOLES

Motorola Solutions proposes our MCC 7500E dispatch console to provide the City of High Point with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides High Point with sophisticated network management and easy migration to future capabilities.

2.2 DISPATCH CONSOLE CONFIGURATION FOR HIGH POINT

The proposed console will interface seamlessly with the City of High Point's ASTRO® 25 system.

The proposed solution offers High Point seventeen dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.





Figure 11: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

The table titled "Dispatch Locations" outlines the number of consoles and their location.

Table 1: Dispatch Locations

Number of Operator Positions	Location Name
17	High Point Dispatch Center

2.3 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.



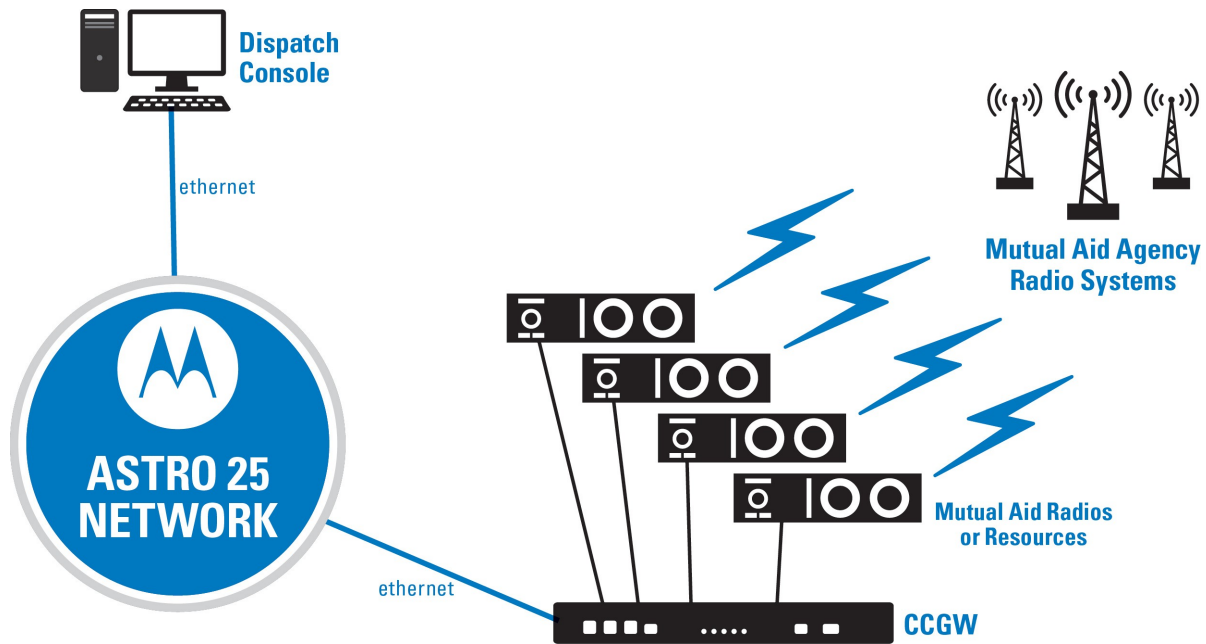


Figure 13: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

2.3.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into the City of High Point's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

2.3.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to High Point's needs.

Single Site Link

A single site gateway will provide an interface that handles the following IP traffic between the dispatch center and High Point's ASTRO 25 system's core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateway fragments large IP packets according to industry standards, prioritizes packets, and converts Ethernet data to the desired transport medium.

Dual Site Link

The proposed console site for High Point is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the High Point ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

Co-Located Dispatch Console

In the event the console system is to be collocated with the ASTRO Core the proposed co-located console site connects to the network through an interface into a subnet associated with the core site gateway routers. Redundant connections to the core are provided from the console site LAN switches and the core LAN switches.

Encrypted Site Link

The gateway encryption feature uses an AES 256 bit encryption algorithm for all voice and data packets between the console site and the core site. All packets traveling through these WAN links, which are provided by a public network service provider are encrypted.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

Agency Partitioning

With Agency Partitioning, High Point's agencies gain the interoperability benefits of being on the same system, leverage cost savings for the maintenance of a shared system, and still maintain control of their own console configurations, channels, and encryption keys, when applicable.

Agency Partitioning enables High Point's system administrators to control who has access to functionality for the console network as a whole, including access for conventional RF channels, trunking talkgroups, Auxiliary I/Os, preprogrammed pages, encryption keys, and configuration data. Agency Partitioning helps keep an agency's resources available for its users, while preventing unauthorized people from accessing or modifying the network configuration.

2.3.3 Conventional Base Station Interfaces

The proposed consoles access and control the City of High Point's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.



Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm.

2.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

2.4.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

2.4.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

2.4.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources.



This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.



2.4.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between High Point dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

2.4.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).



2.4.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

2.4.7 MKM 7000 Console Alias Manager (CAM)

Description of the CAM is informational only for High Point. No CAM is required and it is not provided. The MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases displayed on dispatch positions. It enables agencies that share a radio system to change aliases



displayed on their dispatch positions and logging recorders without affecting the aliases displayed at the other agencies on the system.

A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console, such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- Private Line (PL) codes on conventional channels
- Predefined pages
- Radio unit IDs (also called radio PTT IDs)

The CAM supports aliases for radio unit IDs on ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SECURENET conventional systems. When SmartX site converters are used with SmartZone or SMARTNET systems, the CAM supports aliases for those types of radio unit IDs as well.

The CAM does not support aliases for systems connected through an ISSI link or non-Motorola Solutions consoles connected through a CSSI link.

2.5 CAPTURING AND LOGGING AUDIO

The proposed console system includes an Archiving Interface Server (AIS) that will interface with a third party logging recorder subsystem (not provided) that enables the recording and replay of audio and other information associated with real-time conversations over the network.

This proposal does not include an IP logging recorder for the console system. Motorola understands that the IP logger for the City of High Point either currently exists or will be procured as part of a separate project. The AIS will interface the console system with a third party logging recorder. This allows the third party logger to provide voice recording and additional information from the system as explained in the following description. Motorola is not providing the IP logging recorder as part of this proposal. The following description of logging recorder functionality is provided as informational only for the City of High Point.

In addition to recording audio, the logging recorder has the ability to capture the following information, if supported:

- Talkgroup and channel information
- User identification, such as unit ID and alias
- Call type, such as Talkgroup Call, Telephone Patch Call, and Emergency Call
- Non-voice events, such as Call Alerts, Radio Status Check, and Radio Message

Upon playback, this information can be displayed and searched to retrieve a desired call. The logging recorder's capacity is based on the number of radio transmissions it needs to record simultaneously, not on the number of channels that it can record.

A call can be saved either as a complete call (audio and any information associated with the call) or as a simple .wav file. Files saved as complete calls must be played using the application included with the logging recorder. Files saved as .wav files can be played on any application that supports them.

2.5.1 Record and Replay of Archived Calls



The logging recorder for the High Point would be an IP-based recorder that can record all IP traffic sent to it. It would provide the capability to record audio at the same level of quality as that heard at the dispatch position. In addition, it can record information associated with the call beyond just the audio.

2.5.2 Management of Logging Recorder Subsystem

Security and fault management for a logging recorder subsystem are configured and managed by a common administration application, residing on either a playback station or a dedicated PC. Administrative personnel can use the management controls of the logging recorder subsystem to configure how calls are recorded.

On a global level, administrators can define which calls are recorded by which agency or department. On a more granular level, administrators can define the following recording behavior:

- Which talkgroups and conventional resources to record and which resources are critical.
- Whether secure calls are recorded.
- What access rights are assigned to replay station user accounts.
- What operational characteristics are assigned to the recorders (for example watermark limits for the recording media, or what to do when the recording media fills up).

2.5.3 Long-Term Logging Port

The long-term logging port allows an external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The long-term logging port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

This output may be used with an instant recall recorder as well as a long-term logging recorder.

2.6 PROTECTING CONSOLES AND COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that High Point's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

2.6.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.



2.6.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

2.6.3 Securing Communications at the Logging Recorder

Not only are real-time communications encrypted, encryption extends to call logging to ensure that even recorded communications are not vulnerable to retrieval by unauthorized people. The AIS can support different encryption algorithms simultaneously.

Like the dispatch console, the AIS also requires a valid radio system user account name and password be entered and validated by the radio system's network manager before it allows access to recorded information. A user can access only the recordings for which the user has access rights. This enables agencies to keep their logs private from other agencies on the same system.

2.6.4 Over-the-Ethernet Keying (OTEK)

Key management through OTEK provides the ability to manage the keys for a dispatch position or Archiving Interface Server (AIS) using only a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to each dispatch console and AIS.

2.6.5 Key Management Software

Encryption Key file management can be updated via manual entry with the Motorola Solutions Key File Creation Tool provided with the Application CD. Updates to Key files are transferred over user-preferred media and placed into a reserved directory on the hard drive. Over-the-Ethernet-Keying (OTEK) is not supported with Key Management Software.

2.7 INCORPORATING CONSOLE CONFIGURATION AND MANAGEMENT

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides High Point with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

2.8 INTERFACING WITH COMPUTER-AIDED DISPATCH (CAD)

The console is capable of an interface with High Point's CAD system through Application Programming Interfaces (APIs). These APIs provide CAD vendors with access to the same features and functionality as the dispatchers. These are optional interface APIs and if required are purchased separately as required for the specific need, No APIs are provided or required by this proposal. Descriptions are informational only for the City of High Point.

The console supports three third-party APIs. Each of these APIs performs a different function in the console/CAD interface allowing for control of the console through the CAD system and information transfer between the console and the CAD system.

Console Dispatch Interface API

This API does the following:

- Provides overall management and maintenance of the connections between a software application and the dispatch system.
- Authenticates the dispatcher's login account and associates it with the security groups defined in the radio system's network manager.
- Allows a CAD application to interface with the console system.
- Delivers API messages either directly to the CAD application or enables retrieval of API messages upon request by the CAD application.

Resource Configuration API

This API performs the following:

- Retrieves configuration information, such as lists of radio resources, capabilities/features available on each radio resource, and lists of accessible Auxiliary input/output signals.
- Retrieves aliasing information, such as the end user radio unit IDs (for example, Unit 4352 = Division ABCD) and end user radio unit status (for example, Status 7 = En Route).

Console Features API

This API performs the following:

- Monitors and controls subscriber and console activity on the radio system.
- Initiates voice and data radio communications with a subscriber unit and controls access to external equipment.

2.8.1 Software Developer Kit for the APIs

To aid in the integration of the console system with the CAD system, Motorola Solutions provides a Software Developer Kit (SDK) that contains all information necessary to enable access and use the APIs described above. The SDK's manuals document the supported dispatch APIs, including access to various dispatch features, configuration information, and aliasing information.

The SDK also includes various files needed by software developers as they create applications that use the APIs. These files include source code header/include (.h) files, library (.LIB) files, and dynamic link libraries (DLLs).

All SDK licensing fees and software development costs associated with CAD integration with the MCC 7500E dispatch console through APIs are the responsibility of the City of High Point and its selected CAD vendor. Depending upon the vendor's implementation, additional equipment may be required such as firewalls or a dedicated console position, which are not included in this proposal. Shared or multi-agency systems may have policies in place that restrict some vendor implementations. For more information, please review the API Developer Considerations document.



2.9 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

2.9.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

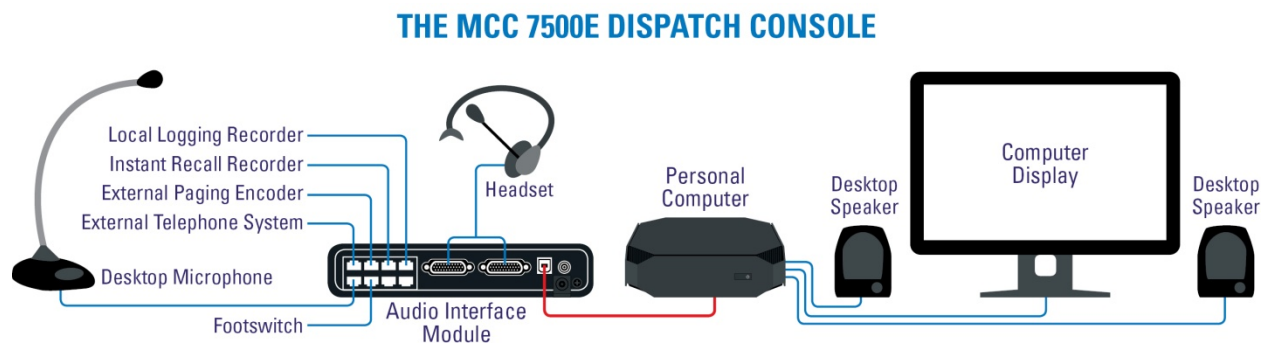


Figure 14: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 22 inch Computer Display with Touch Screen.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.



SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

Console System and Subscriber units

LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION
1	-	244?	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
1	a	244?	17	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	b	244?	17	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	c	244?	17	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
1	d	244?	17	UA00660AA	ADD: OTEK OPERATION
1	e	244?	17	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
1	f	244?	17	UA00658AA	ADD: SECURE OPERATION
1	g	244?	17	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
1	h	244?	17	UA00661AA	ADD: ENHANCED IRR
2	-	244	1	B1949	MCC 7500E SOFTWARE DVD
3	-	708	17	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
4	-	708	17	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
5	-	244?	34	B1952	SPEAKER, DESKTOP, USB
5	a	754?	34	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
5	b	754?	34	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
5	c	754?	34	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
6	-	443	17	B1941	USB AUDIO INTERFACE MODULE
7	-	244?	17	B1951	MICROPHONE, DESKTOP, USB
7	a	754?	17	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
8	-	443	34	B1913	MCC SERIES HEADSET JACK
9	-	708	17	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
10	-	708	17	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
11	-	708	17	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
12	-	708	4	DSF2B56AA	USB EXTERNAL DVD DRIVE
13	-	708	17	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
14	-	877	1	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
15	-	147	1	T8639	JUNIPER FIREWALL APPLIANCE
16	-	147	2	CLN1868	2930F 24-PORT SWITCH
17	-	147	2	CLN1866	FRU: 1M DAC CABLE
18	-	147?	2	T8492	SITE ROUTER & FIREWALL- AC
18	a	147?	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
18	b	147?	2	CA03446AA	ADD: ENCRYPTION
18	c	147?	2	CA03448AA	ADD: STATEFUL FIREWALL
19	-	469?	1	F4543	SITE MANAGER BASIC



19	a	469?	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
19	b	469?	1	V266	ADD: 90VAC TO 260VAC PS TO SM
19	c	469?	3	V592	AAD TERM BLCK & CONN WI
20	-	112?	1	T7038	GCP 8000 SITE CONTROLLER
20	a	595?	1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
20	b	112?	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
20	c	595?	1	CA01136AA	MCC 7500 CONVEN SITE OPER
20	d	112?	1	X153AW	ADD: RACK MOUNT HARDWARE
21	-	147?	2	SQM01SUM0205	GGM 8000 GATEWAY
21	a	147?	2	CA01616AA	ADD: AC POWER
21	b	147?	2	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
22	-	443	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
23	-	443?	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
23	a	443?	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
23	b	443?	1	CA00143AC	ADD: DES-OFB ALGORITHM
23	c	443?	1	CA00245AA	ADD: ADP ALGORITHM
23	d	443?	1	CA00182AB	ADD: AES ALGORITHM
23	e	443?	1	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION
23	f	443?	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
24	-	708	1	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2
25	-	708	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
26	-	708	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
27	-	147	1	T8126	FORTINET FIREWALL APPLIANCE
28	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
29	-	147?	1	SQM01SUM0205	GGM 8000 GATEWAY
29	a	147?	1	CA01616AA	ADD: AC POWER
29	b	147?	1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
30	-	147?	2	T8492	SITE ROUTER & FIREWALL- AC
30	a	147?	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
30	b	147?	2	CA03446AA	ADD: ENCRYPTION
30	c	147?	2	CA03448AA	ADD: STATEFUL FIREWALL
31	-	443	1	B1941	USB AUDIO INTERFACE MODULE
32	-	244?	1	B1952	SPEAKER, DESKTOP, USB
32	a	754?	1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
32	b	754?	1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
33	-	244	1	B1951	MICROPHONE, DESKTOP, USB
34	-	443	1	B1913	MCC SERIES HEADSET JACK
35	-	708	1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNABLE
36	-	147	1	CLN1868	2930F 24-PORT SWITCH
37	-	147	1	CLN1866	FRU: 1M DAC CABLE
38	-	877?	1	SQM01SUM0323	ASTRO MASTER SITE
38	a	877?	1	CA03517AB	ADD: CORE EXPANSION
38	b	877?	4	UA00156AA	ADD: MCC7500E CONSOLE LICENSES (QTY 5)
39	-	656?	6	L37TSS9PW1 N	ALL BAND CONSOLETTTE
39	a	761?	6	CA01598	ADD: AC LINE CORD US



39	b	656?	6	G361	ENH: P25 TRUNKING SOFTWARE APX
39	c	656?	6	G51	ENH: SMARTZONE OPERATION APX
39	d	185?	6	G78	ADD: 3Y ESSENTIAL SERVICE
39	e	681?	6	G806	ENH: ASTRO DIGITAL CAI OP APX
39	f	681?	6	GA05508	DEL: DELETE VHF BAND
39	g	681?	6	GA05509	DEL: DELETE UHF BAND
39	h	430?	6	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)
39	i	761?	6	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
39	j	656?	6	W382	ADD: CONTROL STATION DESK GCAI MIC
40	-	509	1	TRN7343	SEVEN AND A HALF FOOT RACK
41	-	207	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DA
42	-	207	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 C
43	-	761	6	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT



PRICING

Motorola is pleased to provide the following equipment and services to City of High Point:

EQUIPMENT:

MCC7500E IP Console System	Total Equipment	\$1,007,080.85
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SERVICES:

Installation/System Integration Services	Total Services	\$310,000.00
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Total Equipment and Services	\$1,317,080.85
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CONTRACT INFORMATION

Motorola Solutions, Inc. ("Motorola") and the City of High Point, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	"Motorola Software License Agreement"
Exhibit B	"Payment"
Exhibit C	Motorola Proposal dated October 21, 2020
Exhibit D	"System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.



“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during



any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is



shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service



Agreement” or “Installation Agreement”, as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola’s proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola’s property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola’s request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer’s custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola’s use without charge and may be removed from Customer’s premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer’s obligations are not performed, Motorola’s ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order,



Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,317,080.85. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, System Upgrade Assurance (SUA), and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.



Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior



written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions



will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in



the State of North Carolina. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** To the extent allowed by law, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and



Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose



Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential,



will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although



Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

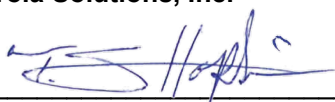
17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By:  _____

Name: Scott Hopkins

Title: Territory Vice President

Date: November 2, 2020

City of High Point

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the City of High Point, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).



3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.



Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.



Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value.



EXHIBIT C

Motorola's Proposal October 21, 2020

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**HIGH POINT CITY COUNCIL
REGULAR MEETING
JANUARY 21, 2020 – 5:30 P.M.
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m. The Pledge of Allegiance followed with a Moment of Silence.

*Upon call of the roll, the following Council Members were **Present (8):***

Mayor Jay W. Wagner, Mayor Pro Tem Christopher Williams (Ward 2); Council Member Britt W. Moore (At Large); Council Member Tyrone E. Johnson (At Large); Council Member Cyril A. Jefferson (Ward 1); Council Member S. Wesley Hudson (Ward 4); Council Member Victor A. Jones (Ward 5); and Council Member Michael A. Holmes (Ward 6)

*The following Council Member was **Absent (1):***

Council Member Monica Peters (Ward 3)

RECOGNITIONS AND PRESENTATIONS

2020-23 Presentation - Keep High Point Beautiful

Rebecca Coplin, High Point Beautification Supervisor, will present highlights of the Keep High Point Beautiful events and programs for 2019.

Rebecca Coplin with the City of High Point's "Keep High Point Beautiful" extended greetings; recognized the board members of Keep High Point Beautiful in attendance; spoke to the accomplishments for 2019, such as the litter cleanup event as well as other programs; said the next event will be the "Winter Wipe Out"; said she would provide information for that; voiced appreciation for the volunteers; spoke to the hours put in by volunteers were a value to the city; to partnerships with TAG, and the High Point Library; mentioned the public art displayed at the High Point Library by an environmental artist; spoke to continued outreach and education to the community; extended appreciation to everyone and Council; and said she was looking forward to 2020.

[Applause]

Council Member Moore inquired on the types of events for this year (2020). Ms. Coplin replied that they will be doing the events from last year; they are growing; would be adding new events; and spoke to meeting the other needs of the community.

Council Member Holmes inquired on becoming a volunteer. Ms. Coplin replied to visit the "Keep High Point Beautiful" website to fill out a volunteer form.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member Moore, Chair

2020-24 Agreement - Forward High Point

City Council is requested to approve an agreement with Forward High Point to provide professional services in exchange for the City's financial support in the amount of \$250,000 paid in four (4) quarterly installments of \$62,500.

Deferred request to approve an agreement with Forward High Point until the February 3, 2020 meeting of City Council.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, that this matter be deferred until the February 3, 2020 meeting of City Council. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

2019-548 Public Hearing - 201 W. English Road

This is the date and time established for City Council to hold a public hearing on December 16, 2019 at 5:30 p.m. for consideration of a lease for the property located at 201 West English Road. At the request of the company, the public hearing was continued to the January 21, 2020 Council Meeting. **Due to a scheduling conflict, the company is requesting that the public hearing be continued to the Monday, February 17, 2020 Council Meeting.**

Note: Timeline for matter. The initial public hearing was advertised for December 16, 2019 at 5:30 p.m.. At the request of the company, the Council continued the public hearing to January 21, 2020 at 5:30 p.m. At the January 21, 2020 meeting, the Council granted another continuance of the public hearing at the request of the company. At that time, the public hearing was continued to February 17, 2020 at 5:30 p.m.

A motion was made by Council Member Moore, seconded by Council Member Holmes, to continue the public hearing for this matter until February 3, 2020 at 5:30 p.m. as requested by the company. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

PENDING ITEMS

2018-169 Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)

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

Note: This matter was initially heard by City Council on May 21, 2018, at which time action was taken to refer it to the Finance Committee at the suggestion of City Attorney JoAnne Carlyle due to necessary clean-up on the contract in general as the company has changed hands and names.

COMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, Chair

2020-25 Ordinance - Demolition of Dwelling - 813 Mint Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 813 Mint Avenue belonging to Heirs of Mary Magdalene Lane.

Lori Loosemore, Local Codes Enforcement Supervisor, provided a summary of staff actions regarding this property as follows:

- *Local codes observed condition of house.*
- *Inspected on 10/3/2019.*
- *Hearing held on 10/17/2019. This was heir property, no one appeared for the hearing. Hearing was advertised.*
- *Ordinance to Repair or Demolish issued on 10/18/2019 with a compliance date of 11/18/2019.*
- *Guilford County taxes are delinquent for 2014, 2015, 2016, 2017, 2018, and 2019 in the amount of \$16,182.66.*

There was no one present to speak regarding this property.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, that the Ordinance to demolish the structure located at 813 Mint Avenue be adopted. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

**Ordinance No. 7590/20-006
Ordinance Book, Volume XXI, Page 6**

2020-26 Ordinance - Demolition of Dwelling - 915 E. Dayton Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 915 E. Dayton Avenue belonging to Tommy E. Pugh.

Lori Loosemore, Local Codes Enforcement Supervisor, provided a summary of staff actions regarding this property as follows:

- *Inspector observed property unsecured while on another inspection.*
- *Inspected on 4/2/2019.*
- *Hearing held on 4/16/2019. Mr. Pugh advised he would not be able to attend the hearing; and said he would start demolition of the property. On 5/2/19 the property owner called and advised he is having some health issues and asked for additional time until 6/3/19 which was granted. Then on 6/3/19 he called again and stated that he had someone to demolish the property. No one has applied for permit or did any work as of yet.*
- *Ordinance to Repair or Demolish issued on 4/16/2019 with a compliance date of 5/16/2019.*
- *Guilford County taxes are delinquent for 2019 in the amount of \$930.33.*

Council Member Moore inquired if Mr. Pugh was local; and the last time Mr. Pugh was contacted; and if he would begin the demolition. Ms. Loosemore replied she contacted him in June; and he was sent a notice for today's meeting as well; he had health issues; and that if Mr. Pugh desires; he would still have some time after the demolition ordinance is passed to do it.

There was no one present to speak regarding this property.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of a structure located at 915 E. Dayton Avenue.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, that the Ordinance to demolish the structure located at 915 E. Dayton Avenue be adopted. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

**Ordinance No. 7591/20-007
Ordinance Book, Volume XXI, Page 7**

PENDING ITEMS

2020-6 Ordinance - Demolition of Dwelling - 315 Woodbury Street

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 315 Woodbury Street belonging to Raquel Ruiz Garcia.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Moore, to pull this matter out of pending. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Ms. Loosemore advised that she met with the property owner; they are cooperating and doing what needs to be done in reference to the property; and asked to turn the housing case for 315 Woodbury Street back to staff for continued monitoring.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Hudson, that the Ordinance to demolish the structure located at 315 Woodbury Street be removed from the agenda and given back to staff to continue monitoring the property. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

PLANNING DEPARTMENT ITEMS**2020-27 Consideration of Board Member Reinstatements**

To consider the reinstatement of board members that lost status as voting members due to unapproved absences, in accordance with attendance requirements of the City's Development Ordinance.

Lee Burnette, Planning Director, explained the attendance requirements for board members in the Development Ordinance; said there were two board members from the Historical Preservation Commission that required attention and action. Julius Clark missed the last 3 regular meetings in 2019. Mr. Clark gave no prior notice that he would be absent, nor did staff receive any response from him afterward. Staff tried to contact Mr. Clark several times via phone & email, but to date there has been no response from him. Mr. Clark's term expires July 1, 2020. Annette Cox missed 3 regular meetings in 2019, which is more than 33% of the HPC's regular meetings. Staff reviewed and discussed these absences with Ms. Cox. She responded that the absences were due to attendance at a college reunion, at a national conference, and her last absence in December was inadvertent. Ms. Cox expressed interest in continuing to serve on the HPC and requested to be reinstated. Her term expires July 1, 2022.

Mayor Wagner inquired on the history of Mr. Clark's, and Ms. Cox's attendance record noted in the report. Mr. Burnette explained the meetings they attended for a full calendar year were identified on the spreadsheet provided by staff.

Mayor Wagner requested more time in order to speak with Ms. Cox before making a decision; said a decision would be made at the February 3, 2020 Council Meeting. Mr. Burnette concurred.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, that this matter be deferred until the February 3, 2020 Council Meeting at 5:30 p.m. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

PUBLIC HEARINGS**2020-28 Ordinance - Premier Stores, Inc. - Zoning Map Amendment 19-24**

A request by Premier Stores, Inc. to rezone approximately 4 acres from a Conditional Zoning Limited Business (CZ-LB) District to a Conditional Zoning General Business (CZ-GB) District. The site is bounded by W. Wendover Avenue, Piedmont Parkway and Hickory Grove Road.

The public hearing for this matter was held as duly advertised on Tuesday, January 21, 2020 at 5:30 p.m.

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

This is a request by Premier Stores, Inc. to rezone approximately 4 acres from a Conditional Zoning Limited Business (CZ-LB) District to a Conditional Zoning General Business (CZ-GB) District. The site is bounded by W. Wendover Avenue, Piedmont Parkway and Hickory Grove Road.

Mr. Shannon reported that in July 2018, this site obtained zoning approval and a Land Use Plan amendment, which changed the official Land Use Map from Office to Local Convenience commercial. At that same time, Council also granted zoning to a Conditional Zoning Limited Business designation for this site. Mr. Shannon proceeded to describe the surrounding uses in proximity to this site.

He explained that under the existing Conditional Zoning Limited Business zoning for this site, the applicant has obtained Site Plan approval and has commenced construction of a commercial development and they are proposing a multiple-use commercial facility with various commercial uses with up to two buildings. The applicant has submitted an application to rezone this site to a Conditional Zoning General Business District, which will increase the zoning intensity on this site and they have specifically requested to allow a drive-through restaurant, which is classified as a major eating establishment.

Additionally, the applicant has included a Conditional Zoning Ordinance and they have carried forward the previous adopted conditions pertaining to gateway corridor standards, standards for accessory structures, transportation conditions as far as right-of-way dedication, road improvements, and they are restricting location and number of access points.

Mr. Shannon advised that new conditions consist of allowing all the uses in the Limited Business District and only one use from the General Business District which would be a drive-through restaurant. The applicant has also added a condition to restrict development of this site to a specific layout which is identified in the Site Plan that is part of the staff report located in the packet.

Mr. Shannon proceeded to cite the following summary of primary issues regarding Zoning Map Amendment 19-24 as follows:

- ✓ *Wendover Avenue is classified as a major thoroughfare with major commercial nodes to the west at the intersection of Eastchester Drive and Penny Road and to the north (the eastern end of the corridor) at Bridford Parkway and I-40. The zoning approval in 2018 to the Conditional Zoning Limited Business District was*

intended to allow some limited intensity commercial zoning for this area primarily because of the unique configuration. Although the site is completely surrounded by public streets, it was noted in the 2018 staff report that the rezoning approval should not be interpreted to support the expansion of commercial uses along the corridor.

- ✓ *The proposal to establish a Conditional Zoning General Business District would be contrary to adopted policies, specifically the Land Use Plan and the Wendover Avenue/Guilford College Corridor Plan; and it is also contrary to the surrounding zoning pattern.*

Mr. Shannon proceeded to review the various designations on the Land Use Plan and advised that the Wendover Avenue Corridor Plan speaks to avoiding strip development in this quarter. He noted the allowance of higher intensity commercial zoning is also contrary to the Corridor Plan's intent that Wendover Avenue serve primarily as a travel corridor.

As far as the surrounding zoning pattern, Mr. Shannon pointed out there is no General Business zoning established in this area, but noted there is some limited development, limited commercial to the southeast in the prior to the adoption of the West Wendover Corridor Plan and since that time there have been no higher commercial zonings approved in this area. There is also some planned limited development to the south, but that site is strictly Limited Office and one retail use. For this reason, staff finds that the request to establish General Business District zoning and establishing higher commercial zoning is contrary to the existing zoning pattern in this area.

Mr. Shannon advised that in all their reports, they include staff's findings and address any adverse impacts on adjacent lands, municipal services, or to adjacent property owners. He pointed out there are no adverse impacts with the applicant carrying forward the 2018 conditions. However, staff finds that the key issues will be compatibility with the surrounding area because the General Business District is intended for a wider range of commercial uses. Because no General Business district has been established in this area, staff has found that this request is not compatible with the surrounding area. Except for the Land Use Plan Amendment establishing the Local Convenience Commercial, there have been no changes in Land Use Policy for this area.

Regarding the preferred development pattern, staff finds that the request to rezone this site to the General business district is contrary to the established zoning pattern for this area. Therefore, the Planning and Development Department is recommending denial of this request as it conflicts with policy guidance.

Mr. Shannon advised that the Planning & Zoning Commission reviewed the application at their December public hearing and also recommended denial of the request by a 4-3 vote of the Commission. Mr. Shannon reminded Council that any

application for a zoning map amendment forwarded to the City Council with a recommendation for denial from the Planning & Zoning Commission shall only be approved by the City Council with a two-thirds (2/3) majority vote of the City Council members present and voting.

Furthermore, Mr. Shannon pointed out that the Planning & Zoning Commission's recommendation for denial of this request was based on the following Consistency and Reasonableness Statements:

- 1. That Zoning Map Amendment 19-24 is not consistent with the City's adopted policy guidance because the policies of both the adopted Land Use Plan and W. Wendover Avenue/Guilford College Road Corridor Plan do not support higher intensity commercial development at this location, as allowed in the General Business District; and*
- 2. The request is not reasonable and in the public interest because there have been no approvals for a General Business District or for a district allowing higher intensity commercial uses for properties adjacent to this intersection since the adoption of the corridor plan.*

At the conclusion of the presentation of the staff report, Mr. Shannon entertained questions from Council.

Council Member Moore asked for clarification on what staff said about there being no adverse impact. Mr. Shannon explained there would be no adverse impact to adjacent property based upon the conditions that the applicant has offered.

Council Member Holmes asked if there were any concerns voiced from residents in the area. Mr. Shannon replied that there were no speakers at the Planning & Zoning Commission public hearings from the property owners; only the applicant was present.

Council Member Holmes also inquired about the inconsistency in the area that staff touched on and asked if this included the adjacent development across the intersection that is labeled Local Convenience Commercial. Mr. Shannon explained that this commercial development was adopted prior to the establishment of the West Wendover Avenue Corridor Plan that was adopted in 1995; the PDL District was established in 1993, but since the adoption of the corridor plan, there have been no higher intensity zonings approved in this area.

Council Member Jefferson asked if staff has ever looked at going back and reviewing the West Wendover Avenue/Guilford College Road Corridor Plan as it is 25 years old and inquired about when Wendover Avenue was put there. Mr. Shannon noted that it was widened over the past 25 years from a two-lane to a four-lane highway. He noted the key Policy Objectives are still valid and that is Wendover Avenue be maintained as a travel corridor and that the higher intensity commercial developments be those commercial nodes already established.

Council Member Moore asked if staff could define “travel corridor.” Mr. Shannon explained the intent is for it to carry traffic on Wendover Avenue to and from High Point and Greensboro; it is not intended to be a major commercial node. Council Member Holmes pointed out that staff said there was no adverse impact and asked if this also included travel. Mr. Shannon explained that based upon the conditions offered by the applicant, the request as submitted has no adverse impact on adjacent property owners.

Council Member Holmes asked if approval of this zoning request would impact the primary purpose of the Wendover Avenue corridor. Mr. Shannon replied there would be no adverse impact on adjacent property owners, but approval would be setting new policy as to the intensity of zoning in this portion of the Wendover Avenue corridor.

Mayor Wagner asked if there were any additional questions from staff. There being none, he opened the public hearing and invited the applicant’s representative to come forward.

***Judy Stalder**, 655 N. Main Street, the applicant’s representative, distributed booklets for their zoning map amendment request. [copies of which will be attached in Legistar as a permanent part of the record].*

Ms. Stalder introduced Mr. Phil Kleinman with Premier Stores, Inc. who was also present in the audience. She spoke to how this request is for one drive-through; that a restaurant is already permitted with the current zoning. She pointed out the land use designation for this property is Local Convenience Commercial and there is nothing in the Development Ordinance, the West Wendover Avenue Corridor Plan, or the Land Use Plan that says a drive-through is not appropriate in Local Convenience Commercial.

She referred to the booklet she distributed prior to her presentation and noted under Tab 1 “Local Convenience Commercial” is described to include moderate intensity convenience retail or service uses serving small and local neighborhoods. She provided another example of an adjacent area that is shown as Local Convenience Commercial on the Land Use Plan located across the intersection. Both of these are Local Convenience Commercial properties and there is a restaurant across the intersection with a drive-through.

Ms. Stalder pointed out the properties that staff is concerned with the possibility of becoming commercial if a drive-through is approved at this location are designated on the Land Use Plan as Institutional and Office. She noted there are some residentially developed properties that are for sale and believed that if commercial is not appropriate on those properties that the Land Use Plan classifies as Institutional or Office, then Council should continue to support the current Land

Use Plan designations. She reiterated that if this property is Local Convenience Commercial a drive-through is appropriate there.

She emphasized that a public hearing process would be required to change the properties that have the Institutional or Office designation to commercial which would mean the submittal of an annexation application, an application to change the Land Use Plan, an application to change the zoning with a hearing before the Planning & Zoning Commission, as well as a public hearing before the City Council and in many cases, delays and continuances in between. She believed it was just as easy to follow the Land Use Plan if Council does not want any more commercial there and asked for approval from Council for the drive-through on their property that is already designated for commercial development.

Ms. Stalder provided the following additional reasons as to why a drive-through would be appropriate at this location:

- 1. The conditions that they have already added to this property. They are only asking for the uses allowed in the Limited Business, plus one drive-through and they are only asking for one drive-through on the entire site which would have to be in a tenant building (just like on the other side of the intersection); and*
- 2. They believe their request should be approved because staff's objection to commercial zoning in this area is based on a quarter century old plan. Ms. Stalder asked Council to turn to Tab 2 in the booklet that was distributed and reminded Council that the plan was adopted in June of 1995. She advised that it is evident that the plan is extremely outdated because it designates the Palladium area as appropriate for residential development and it is now a thriving commercial area and essential to High Point's economy. She stressed the importance of embracing the changes. She also pointed out that since this plan was adopted, a major highway has been constructed near their site as well as hundreds of residential properties with single-family and multi-family have developed there. She stressed that it is logical to believe that a commercial node would be needed to serve these residents and noted that although staff said the closest alternative is Bridford Parkway, there is a need and desire to keep High Point dollars in High Point; and*
- 3. In their July report (Tab 3), staff stated that this was appropriate for similar commercial uses across the intersection and said the allowance of some limited intensity neighborhood serving commercial uses similar to those across the intersection will not conflict with the overall objectives of a Corridor Plan. Ms. Stalder pointed out a restaurant with a drive-through in a multi-tenant building is one of the uses across the intersection, as well as a drug store with a drive-through; and*
- 4. According to the Development Ordinance, the General Business District is intended to serve a group of neighborhoods, which is what they have. There*

is a CZ-GB Zoning District already in this area on Piedmont Parkway (northwest of their site). General Business Districts are generally located at major street intersections along major thoroughfares which is what they have. Ms. Stalder asked Council to keep in mind that they are not asking for every use in the General Business District, they are asking for one drive-through.

5. Another reason they believe that a drive-through is appropriate at this location is because it is an auto-oriented neighborhood and they feel that it is very unlikely that any resident is going to walk to this site; more than likely they will already be in their car, so a drive-through should be allowed.
6. No traffic changes are necessary. Tab 5 includes a letter dated May 15, 2018 from their traffic engineer that clarifies that the Traffic Impact Analysis included a restaurant with a drive-through and the number of trips per day for a restaurant with a drive-through are slightly lower than those for a restaurant that does not have a drive-through. Ms. Stalder pointed out the trips per day are less, the access points are not changing, and all NCDOT permits have been issued, so no further transportation conditions are warranted.

Ms. Stalder concluded her presentation by stating that whether there is policy there or not that does not support commercial, this property is identified on the Land Use Plan as commercial property, and as such, a restaurant with a drive-through would be appropriate. She reiterated that any changes to other properties would require extensive review and a public hearing process and asked for Council's approval.

Mayor Wagner asked for clarification regarding the primary access to this property and whether it was off Hickory Grove Road or Wendover Avenue. Ms. Stalder replied there is a right-in on Wendover and they would be building a right-turn lane to serve the right-in; however, more cars would be going out on Hickory Grove Road and no cars would go back out on Wendover Avenue. In other words, there would be one way in and many ways out.

Mayor Wagner asked Ms. Stalder to expound on the restriction regarding the multi-tenant building. Ms. Stalder explained that when they came in and talked with staff, one of staff's suggestions was to limit the drive-through to a multi-tenant building to ensure that any future requests further down on Wendover would deter other users such as McDonalds or Burger King because they are stand-alone buildings with a drive-through.

Mayor Wagner stated he noticed the position of the drive-through would be shielded from view from Wendover Avenue. Ms. Stalder confirmed that it would be very difficult to see from Wendover Avenue because of the grade of the property.

Mayor Wagner asked if it was part of the restriction that the drive-through had to be located on that particular end, so it is not visible. Ms. Stalder explained they have identified that location on their Site Plan which will have to be reviewed and

approved by the Technical Review Committee and noted there is no other place for it because of it being such a tight site.

Mayor Wagner asked if there were any further questions from Council for Ms. Stalder. There being none, he asked if there was anyone else present who would like to speak in support of or in opposition to this request. There being no further comments, the public hearing was declared closed.

Mayor Wagner then moved approval of Zoning Map Amendment 19-24 as requested by the applicant to include a drive-through citing compatibility with existing plans for the following reasons:

- 1. It should not be considered a higher intensity use, given its restriction; the restriction of the drive-through to a multi-tenant building only, and from the Site Plan it appears to be shielded from view from Wendover Avenue; and**
- 2. The existence of similar drive-through uses at the two properties across Wendover Avenue means that a new element is not being introduced that is not otherwise already there. And,**
- 3. That it will not detract from West Wendover Avenue as a traffic thoroughfare due to the primary access to this site being from Hickory Grove Road; and,**
- 4. As well as an overall finding by staff that the development, in general, will have no adverse effect on adjacent properties.**

Council Member Moore made a second to the motion.

For further discussion, Council Member Moore thanked staff for their thorough professional work and pointed out it has been the mindset over the years for High Pointers to go into Greensboro to shop and they are competing for High Point's dollars. He felt it was time to "walk the walk" as well as "talk the talk" and support High Point and High Point's efforts.

Council Member Jones piggybacked on Council Member Moore's comment and noted for the last 3-4 years, he has definitely seen a trend where young professionals are starting to spend more of their dollars in High Point and felt it makes sense to have establishments and commercial development such as this that can provide the amenities needed instead of them having to go out of the High Point city limits.

Council Member Jefferson pointed out there were no residents or adjacent property owners that voiced any objection to the request and if there had been, then there might be something else to consider. He also felt it makes sense to support approval of the request.

*Mayor Wagner asked if there were any additional comments. There being none, he called for a vote on the motion. **The motion passed by a unanimous 8-0 vote as follows:***

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Ordinance No. 7587/20-003
Ordinance Book, Volume XXI, Page 3

2020-29 Ordinance - Triad Industrial Partners III, LLC. - Annexation 19-12

A request by Triad Industrial Partners III, LLC for a voluntary noncontiguous annexation of approximately 31.1 acres located along the north side of Gallimore Dairy Road, approximately 3,000 feet west of Pegg Road. The property is also known as Guilford County Tax Parcels 169780 and 169762.

*The joint public hearing for this matter and related matter **2020-30 Zoning Map Amendment 19-25** was duly held as advertised on Tuesday, January 21, 2020 at 5:30 p.m.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings. Staff provided a combined presentation of both matters (Annexation 19-12, and Zoning Map Amendment 19-25), but separate votes on each individual matter is required.

Mr. Shannon advised this is a request by Triad Industrial Partners III, LLC to consider a voluntary noncontiguous annexation of approximately 31.1 acres located along the north side of Gallimore Dairy Road, approximately 3,000 feet west of Pegg Road. The site is also known as Guilford County Tax Parcels 169762 and 169780. said a traffic analysis was conducted; staff recommends approval of Annexation 19-12. With the exception of water and sewer, municipal services will be available upon the effective date of annexation; water and sewer will be available in accordance with City policy. A request by Triad Industrial Partners III, LLC to rezone approximately 31.1 acres from the Public & Institutional District and the Agricultural District, both within Guilford County's zoning jurisdiction, to a Conditional Zoning Employment Center (CZ-EC) District. The site is located along the north side of Gallimore Dairy Road, approximately 3,000 feet west of Pegg Road. Approval of this rezoning request is contingent upon City Council's approval of the accompanying voluntary annexation request. Staff is recommending approval of this request. The Planning and Zoning Commission reviewed this request at their December 10, 2019 public hearing and recommended approval of this request as recommended by staff.

Following the conclusion of the staff report on Annexation 19-12 and Zoning Map Amendment 19-25, Mayor Wagner opened the public hearing and invited the applicant to come forward.

***Jonathan Smith**, applicant, 229 Plymouth Avenue, Winston-Salem, spoke in favor of the request; provided an overview of the proposal to expand an existing industrial park; and stated that his development team has been in contact with the adjacent property owners to address any concerns.*

Council Member Jones said he did speak to Mr. Cashion; said that everything was good; and all concerns were addressed.

Council Member Holmes said he had spoken to Mr. Cashion as well.

***Jake Cashion**, 822 Gallimore Dairy Road, High Point, spoke in favor of the request; thanked everyone for taking his call and emails; said an agreement was worked out with the applicant; and concluded that he looked forward to what this would do to the local economy.*

Mayor Wagner asked if there was anyone else present who would like to speak in support of or in opposition to either the Annexation request or the rezoning request. There being no further comments, the public hearing was declared closed.

Annexation 19-12

Adopted an Ordinance approving the annexation of approximately 31.1 acres located along the north side of Gallimore Dairy Road, approximately 3,000 feet west of Pegg Road.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, that this Ordinance be adopted approving Annexation 19-12. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Ordinance No. 7588/20-004

Ordinance Book, Volume XXI, Page 4

Zoning Map Amendment 19-25

Adopted an Ordinance approving Zoning Map Amendment 19-25 providing for the rezoning of approximately 31.1 acres from the Public and Institutional District, both within Guilford County's Zoning jurisdiction, to a Conditional Zoning

Employment Center (CZ-EC) District based on the following **Consistency and Reasonableness Statement:**

That the proposed CZ-EC District is in harmony with the Restricted Industrial land use designation governing this portion of the City's Planning Area and it promotes an orderly growth pattern. Furthermore, the request is similar and compatible with previous zoning approvals granted in this area.

A motion was made by Mayor Wagner, seconded by Council Member Jones, that this ordinance be adopted approving Zoning Map Amendment 19-25. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Ordinance No. 7589/20-005

Ordinance Book, Volume XXI, Page 5

2020-30 Ordinance - Triad Industrial Partners III, LLC. - Zoning Map Amendment 19-25

A request by Triad Industrial Partners III, LLC to rezone approximately 31.1 acres from the Public & Institutional District and the Agricultural District, both within Guilford County's zoning jurisdiction, to a Conditional Zoning Employment Center (CZ-EC) District. The site is located along the north side of Gallimore Dairy Road, approximately 3,000 feet west of Pegg Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matter 2020-29 Annexation 19-12 was duly held as advertised on Tuesday, January 21, 2020 at 5:30 p.m.

Note: For specific comments made during the public hearing for Zoning Map Amendment 19-25, please refer to 2020-29 Annexation 19-12 above.

Adopted an Ordinance approving Zoning Map Amendment 19-25 providing for the rezoning of approximately 31.1 acres from the Public and Institutional District, both within Guilford County's Zoning jurisdiction, to a Conditional Zoning Employment Center (CZ-EC) District based on the following **Consistency and Reasonableness Statement:**

That the proposed CZ-EC District is in harmony with the Restricted Industrial land use designation governing this portion of the City's Planning Area and it promotes an orderly growth pattern. Furthermore, the request is similar and compatible with previous zoning approvals granted in this area.

A motion was made by Mayor Wagner, seconded by Council Member Jones, that this ordinance be adopted approving Zoning Map Amendment 19-25. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Ordinance No. 7589/20-005

Ordinance Book, Volume XXI, Page 5

GENERAL BUSINESS AGENDA

2020-34 Amendment - Article P Transportation Traffic Schedule - Restriction Long Street

City Council is requested to amend Article P of the Transportation Department's traffic schedule, rescinding the existing one-way traffic pattern on Long Street, which prohibits southbound flow from W. State Avenue to Rockspring Road, between the hours of 8:00 pm and 6:00 am daily.

Mark McDonald, High Point Transportation Director, explained in 1995, Council adopted an Ordinance placing time restrictions on parking on Long Street between Rockspring Road and Lexington Avenue from 8:00 p.m. to 6:00 a.m. to restrict southbound traffic on Long Street along that block to combat cruising along Main Street; Long Street was being used as the turnaround area. He reported that over the years this has come back to them several times with requests from citizens to remove that night-time, one-way restriction. Staff studied it in 2012 and in 2015 and each time there has been no traffic reason to retain it as cruising has since gone away. A recent request prompted another review by staff and staff feels there still is no reason to retain the one-way restriction during the overnight hours.

Staff is proposing to change the Ordinance to rescind the 1995 adoption and open it up to two-way traffic, 24 hours a day.

Deputy City Manager Randy McCaslin informed Council that the Police Department has no objections to this request.

Approved an amendment to Article P of the Transportation Department's traffic schedule rescinding the existing one-way traffic pattern on Long Street, which prohibits southbound flow from W. State Avenue to Rockspring Road, between the hours of 8:00 pm and 6:00 am daily.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that this matter be approved. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

2020-31 Appointment - Citizens Advisory Council - Orel Henry

City Council is requested to confirm the appointment of Orel Henry to the Citizens Advisory Council as Mayor Pro Tem Williams' Ward 2 appointee. Mr. Henry will fill the unexpired term that was left vacant due to the resignation of Council Member Cyril Jefferson who was elected to the High Point City Council in the November 5, 2019 Municipal Election. Appointment to be effective immediately and will expire on 5/31/2020.

Approved the appointment of Orel Henry to the Citizens Advisory Council as Mayor Pro Tem Williams' Ward 2 appointee. Appointment to be effective immediately and will expire on 5/31/2020.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jones, that this matter be approved. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

2020-33 Reappointment - Human Relations Commission - Willie Davis

City Council is requested to confirm the reappointment of Willie Davis to the Human Relations Commission as Mayor Wagner's At Large appointee. Appointment to be effective immediately and will expire November 1, 2021.

Approved the reappointment of Willie Davis to the Human Relations Commission as Mayor Wagner's At Large appointee. Appointment to be effective immediately and will expire on 11/01/2021.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that this matter be approved. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

2020-32 Minutes To Be Approved

Special Meeting Minutes; January 6th @ 4:00 p.m.

Regular Meeting Minutes; January 6th @ 5:30 p.m.

Community Development Committee Minutes; January 7th @ 4:00 p.m.

Prosperity & Livability Committee Minutes; January 8th @ 9:00 a.m.

Council Member Jefferson noted an error in the Regular Meeting Minutes, January 6, 2020 at 5:30 p.m. for the time change from 5:46 p.m. to 6:46 p.m.

The minutes for the preceding meetings were unanimously approved as amended.

A motion was made by Council Member Jones, seconded by Mayor Pro Tem Williams, that the preceding minutes be approved as amended. The motion carried by the following unanimous 8-0 vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Holmes, Council Member Jefferson, Council Member Johnson, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Peters

Mayor and City Council Comments

Council Member Jefferson mentioned the Martin Luther King celebration on Friday night, the "Black and White Ball Event"; mentioned Jo Williams, who recently received the Humanitarian of the year award; spoke to the Parade; and to the NAACP 2020 Freedom Fund Banquet that included teenage speakers; said they were awesome speakers; and spoke to putting the vision and dream out; and thanked the city for everything they had done.

Mayor Wagner said the teenagers at the Freedom Banquet were great future leaders; and that it was good and hopeful to have heard from them.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:25 p.m. upon motion duly made by Mayor Pro Tem Williams and second by Council Member Holmes.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, Deputy City Clerk

**RESOLUTION NAMING THE HOUSE LOCATED AT 118 UNDERHILL STREET AS
THE W.W. BLAIR-JOHN COLTRANE HOUSE**

WHEREAS, the house at 118 Underhill Street in High Point, NC is unique in that it was the home of two different historical residents from two different generations; and

WHEREAS, the first resident was the Rev. W.W. Blair who constructed the house and was an advocate for African Americans, especially children, at times when such advocacy was a struggle and even dangerous; and

WHEREAS, the second resident was W.W. Blair's grandson, the superb jazz saxophonist, John Coltrane; and

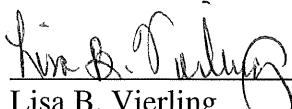
WHEREAS, Mr. Coltrane's musical artistry is a defining milestone in the history of music throughout our country and the world; and

WHEREAS, during the time when John Coltrane lived in his grandfather's house from the age of 11 through age 17, Mr. Coltrane was surrounded by religious, public, and family education upon which his musical talents were formed and nurtured; and

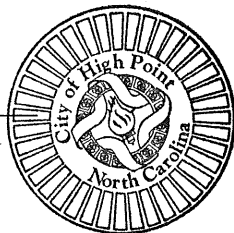
WHEREAS, the City of High Point has determined that it is in the public benefit and interest to officially designate the name of the house at 118 Underhill Street for these two important local residents.

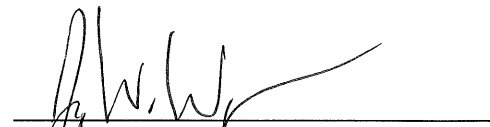
THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to sign this Resolution naming the house at 118 Underhill Street as the W.W. Blair-John Coltrane House.

Adopted by the City Council
City of High Point, North Carolina
This 7th day of December 2020



Lisa B. Vierling
High Point City Clerk





Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution to Release Funds for High Point Area Arts Council

From: Laura Mason Altizer
Senior Budget Analyst

Meeting Date: January 6, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: N/A

PURPOSE:

The adoption of this resolution will authorize the release of third and fourth quarter funds to the High Point Area Arts Council in consideration of Council's agreement with the Arts Council during the Outside Agency Funding Process.

BACKGROUND:

At the time of the approval of Outside Agency funding for fiscal year 2020 funding, Council decided that the first of two quarterly payments would be made to the High Point Area Arts Council. However, prior to the release of subsequent payments, Council would need to review the financial status and progress of the High Point Area Arts Council. Councilmember Hudson attended the December High Point Area Arts Council board meeting where the annual financial report was presented. He is satisfied that the High Point Area Arts Council has adequately met the requirements of the Finance committee and Council in order to receive third and fourth quarter funding from Council in the predetermined amount of \$22,500 per quarter.

BUDGET IMPACT:

Funding is available in the FY 2019-2020 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the resolution.

CITY OF HIGH POINT

AGENDA ITEM



Title: Reappointment to ABC Board

From: Lisa Vierling, City Clerk

Meeting Date: December 7, 2020

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: N/A

PURPOSE:

To reappoint Elizabeth Koonce to the ABC Board; appointment to be effective immediately and will expire 11/15/2023.

BACKGROUND:

The term of Elizabeth Koonce on the ABC Board expired on 11/15/2020. ABC Board Chair David Wall has requested her reappointment based on her legal knowledge and advice that are an important, integral part of the High Point ABC Board's continued success.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the reappointment of Elizabeth Koonce to the High Point ABC Board to be effective immediately and will expire on 11/15/2023.

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment- Human Relations Commission

From: Lisa Vierling, City Clerk

Meeting Date: December 7, 2020

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: N/A

PURPOSE:

To appoint Shazia Iqbal to the Human Relations Commission; appointment to be effective immediately and will expire 11/1/2022.

BACKGROUND:

The term for the Ward 3 representative on the Human Relations Commission expired on 11/1/2020. Council Member Monica Peters is requesting the appointment of Shazia Iqbal as her Ward 3 appointee on the Human Relations Commission.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve the appointment of Shazia Iqbal to the Human Relations Commission as Council Member Peters' Ward 3 appointee. Term to be effective immediately and will expire on 11/1/2022.

Profile

Shazia

First Name

Iqbal

Last Name

siqbal7709@aol.com

Email Address

1323 E Fairfield Road

Street Address

Suite or Apt

High point

City

NC

State

27263

Postal Code

Home: (336) 328-7280

Primary Phone

Alternate Phone

Texwipe

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward you reside in?

3

Interests & Experiences

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

[Shazia_Iqbal_Resume_Option_2.pdf](#)

Upload a Resume

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

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

Gender☒ Female

SHAZIA IQBAL

1323 East Fairfield Rd. High Point, NC 27263 · 336-328-7280

Siqbal7709@aol.com

As a determined, hardworking, and strongly motivated individual contributor and team player I am seeking to develop my growth as a working professional through challenging opportunities. I would like to enhance my professional skills in a stable and dynamic workplace. My goal is to secure a position as a production supervisor and utilize my skills to drive company growth.

EXPERIENCE

JUNE 2018-CURRENT

QUALITY AUDITOR, TEXWIPE

- Perform in Process Quality Audits, Incoming Materials Quality Audits and Outgoing finished goods Quality Audit.
- Perform pull test and functionality test to all applicable swabs
- Perform routine contamination and housekeeping audit
- Collect and Key in quality data

DECEMBER 2017 – JUNE 2018

INCOMING INSPECTION, TEXWIPE

- Inspecting products from irradiation for leaks or damage from being shipped
- Processing scraps so they can be disposed of properly
- Re-packaging damaged products

JANUARY 2017 – DECEMBER 2017

PRODUCTION, ASHLEY FURNITURE

- Worked in the Blowfill Department to produce cushions for various pieces of furniture sold by Ashley Furniture.

DECEMBER 2015 – DECEMBER 2016

INSPECTOR/PACKER/PROGRAMMER, CONVETEC

- Monitor and report tooling life cycle as well as any damages to the production supervisor
- Participate and direct tooling changeover
- Set up processes to ensure efficiency
- Resolve any new or recurring issues by evaluating, troubleshooting, and correcting mechanical error.

SEPTEMBER 2015 – DECEMBER 2015

MANAGER, KING'S FOOD MART

- Managed and provided leadership for all employees
- Interacted with vendors
- Managed personnel work schedules
- Overlooked inventory management

JUNE 2015 – AUGUST 2015

CLAIMS ASSOCIATE, JELD WEN

- Worked as temporary employee to help the company get caught up with outstanding claims.
- Processed outstanding claims and provided estimated for new orders.

JULY 2014 – APRIL 2015

MACHINIST & PACKER, SOUTHERN CLASSIC

- Program and setup accu-bend machine to form parts and weld them to the needs of the customer
- Packed necessary products with the appropriate supplies.

FEBRUARY 2012 – JULY 2014

TEMPORARY EMPLOYEE, DISTINCTIVE PERSONNEL

- Temporary employee at Polo Ralph Lauren within the CYO dept.
- Worked on the QA table to reticket and bag products
- Worked in the order assembly in order to sort products for future orders
- Assisted with packing products if needed

SEPTEMBER 2009 – DECEMBER 2011

OFFICE MANAGER, QUALITY USED TIRES

- Organize office operations
- Dealing with customer correspondence and ensuring all customers are assisted in a timely manner
- Ordering stationary
- Organize and schedule meetings and appointments for customers who needed mechanical work on their vehicles
- Inventory Management

JANUARY 2004 – AUGUST 2009

PURCHASING ASSISTANT, FABSTAR LLC

- Assisted in purchasing materials needed for production
- Inventory management
- Keeping a report of production
- Performing Calibration of equipment within the plant

EDUCATION

JUNE 1985

HIGH SCHOOL DIPLOMA, TRINITY SR. HIGH SCHOOL

SKILLS

- Organized with strong attention to detail
- Time management
- Computer-savvy
- Sound judgment

- Oral & written communication

- Inventory control

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution To Change Purchasing Policy

From: Erik Conti, Purchasing Manager

Meeting Date: May 6, 2019

Public Hearing: N/A

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

Attachments: Resolution
Statutes

PURPOSE:

To Amend the City of High Point Purchasing Policy.

BACKGROUND:

The City desires to promote competitive procurement practices which provide equal access for all vendors to compete for business with the City. At this the High Point Purchasing Office is Proposing the following amendment to the Purchasing Policies and Procedures Manual:

1. Increase micro purchasing threshold from \$4,999 to \$9,999.
2. Remove the three (3) bids requirement for projects under \$500,000.
3. Remove the three (3) bids requirement for commodity purchases.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to adopt a Resolution to Change the Purchasing Policy as identified above.

RESOLUTION TO CHANGE PURCHASING POLICY

WHEREAS, the City desires to maintain efficient and effective procurement practices which provide for economical operations; and,

WHEREAS, the City desires to promote competitive procurement practices which provide equal access for all vendors to compete for business with the City; and,

WHEREAS, to promote effective, efficient and competitive procurement practices City-wide, a City of High Point Purchasing Policy and Procedures Manual was developed and adopted by the City Council in December 2015; and,

NOW THEREFORE BE IT RESOLVED that:

To ensure compliance with this policy and to promote efficient operations, the City Manager shall cause to be established and cause to be amended from time to time as required by Council action state or federal law, or operational efficiencies, to this Manual.

PROPOSED AMENDMENT TO THE PURCHASING POLICIES AND PROCEDURES MANUAL

1. Increase micro purchasing threshold from \$4,999 to \$9,999.
2. Remove the three (3) bids requirement for projects under \$500,000.
3. Remove the three (3) bids requirement for commodity purchases.

This Resolution adopted this ____ day of _____, 2019.

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

Randy McCaslin

From: Erik Conti
Sent: Wednesday, May 01, 2019 9:21 AM
To: Bobby Fitzjohn; Randy McCaslin; Eric Olmedo
Subject: Bid Requirement Resolution Recommendations

Gentlemen,

The following are the list of items/policies that Purchasing wishes to recommend for amendment in the City's purchasing guidelines since they are presently more restrictive than statutorily required and or utilized by the Uniform Guidance requirements for Grant funding.

- We wish to increase the City's micro purchasing threshold from \$4,999 to \$9,999 so that three quotes will no longer be required in this range. The new range from \$10,000 to \$29,999 would still require three quotes but the recommended change would provide more flexibility to the departments in the micro purchase range. This elevation of micro purchase has been instigated by the new Uniform Guidance requirements which has been increased from \$3,500 to \$10,000 and it would be much simpler for the City to follow this guideline for all micro purchases moving forward. **Micro purchase limits are at our discretion and are not outlined by statute.**
- Presently, the City policy requires three (3) bids on all construction projects in the \$30,000 and above category. Statutorily, three (3) bids are only required for construction projects in the \$500,000 and above range. Purchasing recommends that we change the current City policy for construction that requires three (3) at \$30,000 and above to \$500,000 and above to only requiring one bid in this range. **NC Statute only requires one bid (G.S. 143-129). Any project above the \$500,000 threshold will still require three (3) bids.**
- Presently, the City Policy requires three (3) bids on all commodity purchase bids in the informal range of \$30,000 to \$89,999 and **NC statute requires only one (1).** Purchasing wishes to remove the 3 bid requirement in this range. **(G.S. 143-131)**
- Presently, the City Policy requires three (3) bids on all commodity purchase bids in the formal range of \$90,000 and above and **NC statute requires only one (1).** Purchasing wishes to remove the 3 bid requirement in this range as well. **(G.S. 143-129)**

We are pulling some information together to substantiate and justify our recommendations and I will be prepared to attend the finance committee meeting to answer any questions. My only request is to present first if at all possible so that I am able to depart by 3:30 please. If you are all in agreement, I will prepare the resolution required for council.

Thank you for your support on these matters and please let me know if you have any questions.

Erik

ERIK CONTI
CLGPO

CITY OF HIGH POINT
PURCHASING MANAGER, FINANCE

211 S Hamilton, Room 215 | High Point, NC 27260

Dollar Thresholds in North Carolina Public Contracting Statutes

Dollar limits and statutory authority current as of November 1, 2015



Requirement	Threshold	Statute
Formal bidding	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
Informal bidding	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
Construction methods authorized for building projects	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
Historically Underutilized Business (HUB) requirements		
Building construction or repair projects		
– Projects with state funding (<i>verifiable 10% goal required</i>)	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects (<i>formal HUB requirements</i>)	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range (<i>informal HUB requirements</i>)	\$30,000 to \$500,000*	G.S. 143-131(b)
*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000		
Limit on use of own forces (force account work)	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
Bid bond or deposit		
Construction or repair contracts (<i>at least 5% of bid amount</i>)	Formal bids (\$500,000 and above)	G.S. 143-129(b)
Purchase contracts	Not required	
Performance/Payment bonds		
Construction or repair contracts (<i>100% of contract amount</i>)	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
General contractor's license required	\$30,000 and above	G.S. 87-1
Exemption	Force account work (<i>see above</i>)	
Owner-builder affidavit required	Force account work (<i>see above</i>)	G.S. 87-14(a)(1)
Use of licensed architect or engineer required		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Property – 2206 Mast Avenue

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, February 4, 2019

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Resolution
Map

Purpose/Background:

Jim Haaland, owner of 2208 Mast Avenue, has offered a bid of \$500 for a remnant of City owned land located at 2206 Mast Avenue. This surplus land was acquired in a subdivision plat in 1975. The property is approximately 20 feet by 210 feet for a total of 4,210 square feet and is land-locked. The City has no use for the land and the Planning Department has asked that this be disposed of.

Budget Impact:

A surplus of \$500

Recommendation:

Council is requested to adopt a resolution authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269A, and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269A.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 2206 MAST AVENUE, HIGH POINT, NC**

WHEREAS, The City of High Point ("City") owns a narrow vacant strip of land consisting of 20 feet by 210 feet for a total of 4210 square feet (.10 acre) identified as Parcel No. 0228298, 2206 Mast Avenue, High Point, North Carolina ("Property"); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, The City has received an offer to purchase the Property described above, in the amount of \$500.00, submitted by Jim Haaland; and

WHEREAS, Jim Haaland has paid the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer

subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

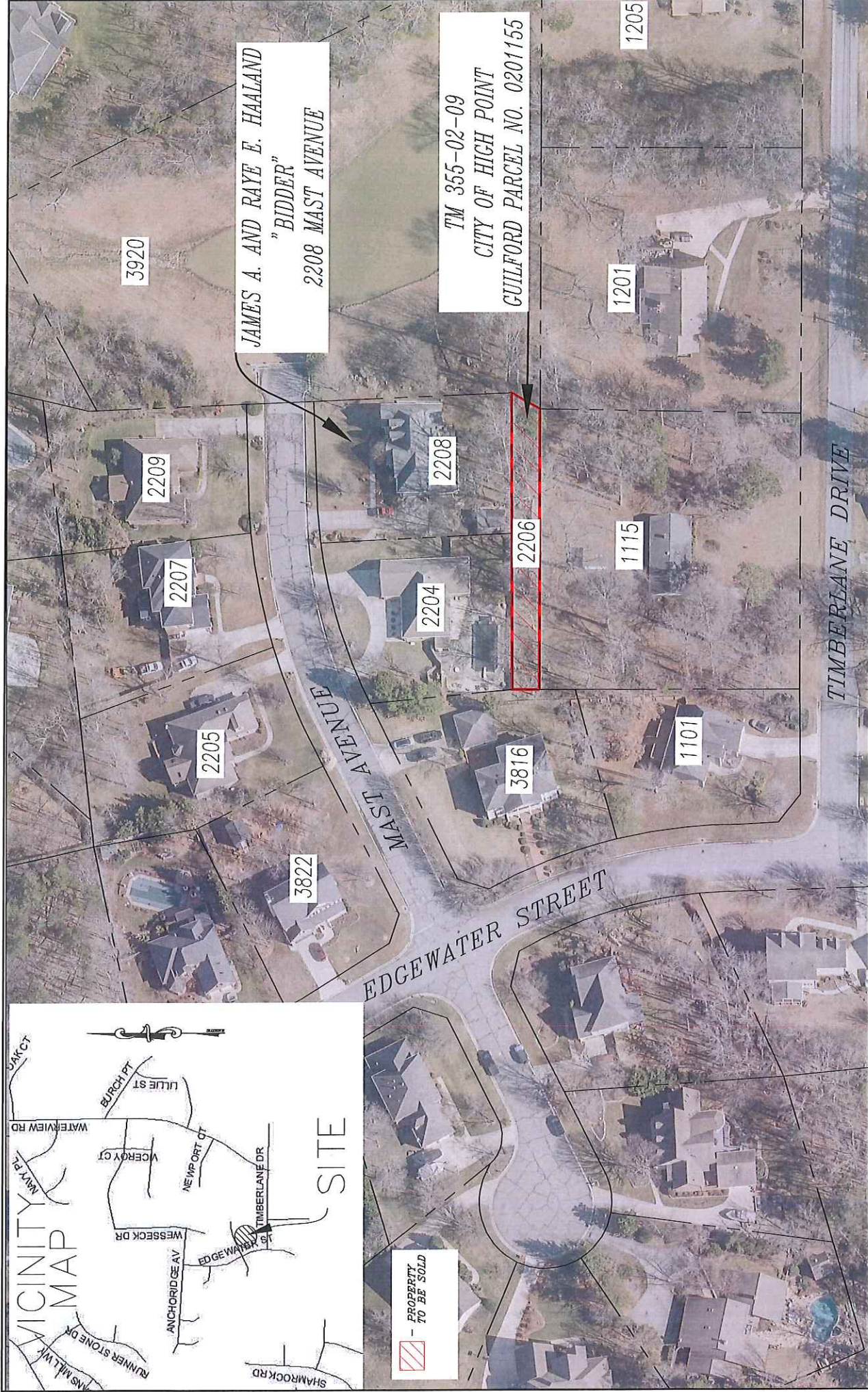
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Jim Haaland.

Adopted this the 4th day of February, 2019.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk



CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT		EXHIBIT DRAWING FOR <i>SALE OF CITY PROPERTY at</i> <i>2206 MAST AVENUE</i>	
SCALE: 1"=100'	DATE: DECEMBER 2018	DRAWN: JKF	PROJECT: 2532

Community Development & Housing Department

2020 Preliminary Tax Credit Applications

Community Development Committee

February 3, 2020

2020 Housing Credit Preliminary Applications for Guilford County

Project Name	Project Address	Project City	Project County	Target Pop.	Total Units	Census Tract	Poverty Rate
Redhill Pointe	2983 West Vandalia Road	Greensboro	Guilford	Family	84	165.02	3.8
Abbey Crossing	4955 Samet Drive	High Point	Guilford	Senior	48	163.06	4.9
Deep River Pointe	1559 Skeet Club Road	High Point	Guilford	Family	72	162.05	5
Yanceyville Place	2005 Mitchell Avenue	Greensboro	Guilford	Family	84	119.04	8.7
Dover Downs	3931 Yanceyville Street	Greensboro	Guilford	Senior	72	119.04	8.7
The Lofts at Elmsley Crossing	506-511 Kallamdale Road	Greensboro	Guilford	Family	84	168	11.5
Hartley Place	501 Hartley Drive	High Point	Guilford	Family	72	144.07	14.5
Appert Farm	2571 16th Street	Greensboro	Guilford	Family	72	154.02	31
The Arbors at South Crossing	800 West Florida Street	Greensboro	Guilford	Family	80	114	58.4

- 3 applications from High Point
- 9 applications submitted from Guilford County – most in the Metro
- 35 applications from the Metro areas:
 - (Guilford (9), Mecklenburg (6), Wake (6), Forsyth (5), Buncombe (3), Cumberland (3), & Durham (3))

Abbey Crossing

- Submitted by Wynnefield Properties
- 5085 Samet Drive
- 1.84 acres
- 48 unit elderly
- Rents are preliminary



		Square Feet	# of Units	Gross Rent	Utilities	Net Monthly Rent
Bedrms	Bathrms					
1	1	709	9	341	56	285
1	1	709	14	686	56	630
1	1	709	13	916	56	860
2	2	1026	6	409	69	340
2	2	1026	5	824	69	755
2	2	1026	4	1,099	69	1,030



Hartley Meadows

- Submitted by Park Grove Realty
- 501 Hartley Drive
- 10.24 acres
- 72 unit multi-family
- Rents are preliminary

Bedrms	Bathrms	Square Feet	# of Units	Gross Rent	Utilities	Net Monthly Rent
1	1	680	11	345	63	282
1	2	680	3	575	63	512
1	2	680	10	690	63	627
2	1	900	4	414	82	332
2	2	900	6	690	82	608
2	2	900	26	828	82	746
3	1	1,100	3	478	102	376
3	2	1,100	2	797	102	695
3	2	1,100	7	957	102	855



Walnut Ridge

- Submitted by Wynnefield Properties
- 1559 Skeet Club Road
- 5.83 acres
- 72 unit multi-family
- Rents are preliminary

Bedrms	Bathrms	Square Feet	# of Units	Gross Rent	Utilities	Net Monthly Rent
1	1	705	3	341	56	285
1	1	705	5	686	56	630
1	1	705	4	916	56	860
2	2	967	9	409	69	340
2	2	967	14	824	69	755
2	2	967	13	1,099	69	1,030
3	2	1,124	6	476	81	395
3	2	1,124	9	951	81	870
3	2	1,124	9	1,271	81	1,190

Next Steps

- NCHFA
 - January - Preliminary applications submitted
 - March 27 - Notification of final site scores
 - May 15 Deadline for full applications (12:00 noon)
 - August Notification of tax credit awards
- City of High Point
 - Define level of financial participation and submit for Council approval (Action Plan)
 - Provide conditional loan commitment letter(s) to developer(s)
 - Submit section 108 loan application to HUD
 - Await approval from NCHFA and HUD

Thank You

Michael E. McNair, M.P.A.

Director, Community Development & Housing Department

336-883-3676

michael.mcnair@highpointnc.gov

CITY OF HIGH POINT

AGENDA ITEM



Title: Sale of City Owned Property – 105 and 107 Sunset Drive

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 7, 2020

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

Purpose/Background:

Peters Development, LLC has offered a bid of \$40,000.00 to purchase City owned properties located at 105 and 107 Sunset Drive, Parcel Nos. 188299 and 188307. The properties consist of two small, unimproved and irregularly shaped parcels. Together, the parcels consist of approximately 24,829 square feet (0.57 acre) in size and are not buildable.

Budget Impact:

N/A

Recommendation/Action Requested:

Council is requested to adopt a resolution accepting the offer of \$40,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269. Council further directs the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 105 AND 107 SUNSET DRIVE, HIGH POINT, NC**

WHEREAS, the City of High Point (“City”) owns property located at 105 and 107 Sunset Drive, High Point, North Carolina, identified as Parcel No. 188299 consisting of approximately .04 acre, and Parcel No. 188307 consisting of .04 acre, which are both unimproved parcels that are irregularly shaped and unbuildable; (“Property”); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Peters Development, LLC has made an offer of \$40,000.00 to purchase the Property and paid the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the Property, the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Peters Development, LLC.

Adopted this the 7th day of December, 2020.

Mayor Jay W. Wagner

Lisa B. Vierling, MMC
High Point City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK



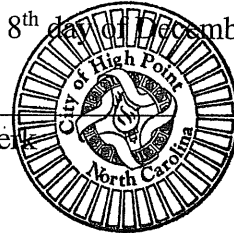
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 7, 2020 and upon approval by City Council will be recorded in Book 95 of the Official Minute Books and Ordinance Book Volume XXI, Ordinance No. 7676/20-92, page 91, Legislative File No. 2020-486 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of December 2020.

Lisa B. Vierling
Lisa B. Vierling, City Clerk



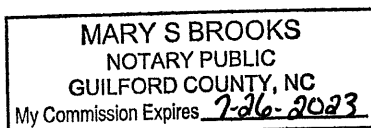
ACKNOWLEDGEMENT

I, Mary S. Brooks, 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 8th day of December 2020.

Mary S. Brooks
Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



ORDINANCE

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

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

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

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

PROPERTY LOCATION

210 Underhill St.

OWNER (S)

Creative Resources Ministries
DBA Carpenters House
P O Box 1653
Jamestown, NC 27282

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

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

Adopted by City Council,
This the 7th day of December, 2020

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution – Acceptance of Donation of Property – 1500 Johnson St., 1502 Johnson St., and 1500 R1 Johnson St.

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 7, 2020

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Resolution
Map

PURPOSE/BACKGROUND:

The owner of 1500 Johnson Street, 1502 Johnson Street, and 1500 R1 Johnson Street has offered to donate the properties to the City. Council action is necessary to accept the donation. The Properties consist of three vacant lots.

BUDGET IMPACT:

The City's estimated expenses would be approximately \$2,000 for title work which is required to confirm ownership and title insurance as necessary.

RECOMMENDATION / ACTION REQUESTED:

The City Attorney recommends adoption of a Resolution to accept the donation of real property located at 1500 Johnson Street, 1502 Johnson Street, and 1500 R1 Johnson Street from Cheryl Harrison, contingent upon the City being able to confirm ownership and obtain proper title insurance on the properties.

**RESOLUTION TO ACCEPT THE DONATION OF REAL PROPERTY FROM
CHERYL HARRISON TO THE CITY**

WHEREAS, Cheryl Harrison desires to donate to the City of High Point three vacant lots located at 1500 Johnson Street, 1502 Johnson Street, and 1500 R1 Johnson Street, which are more particularly described in Deed Book 7132 at Page 972 Guilford County Registry (“Property”); and

WHEREAS, ownership of this Property would be beneficial to the City and its citizens;
and

WHEREAS, the High Point City Council finds that it is appropriate to accept said donation contingent upon completion of a title search confirming ownership interests and the allowing the City to obtain proper title insurance on said Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL
AS FOLLOWS:**

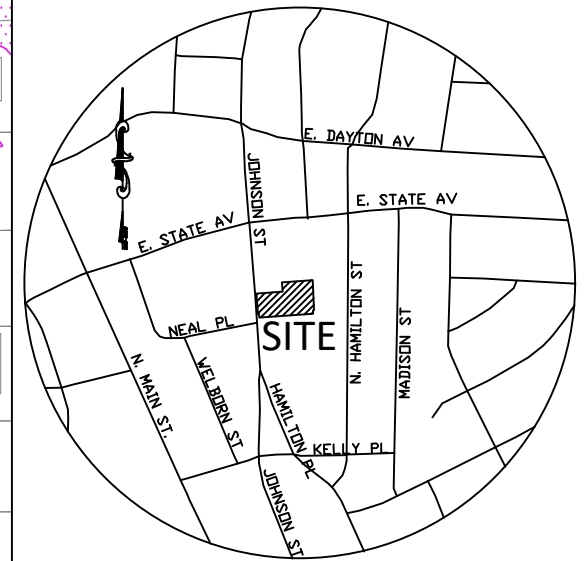
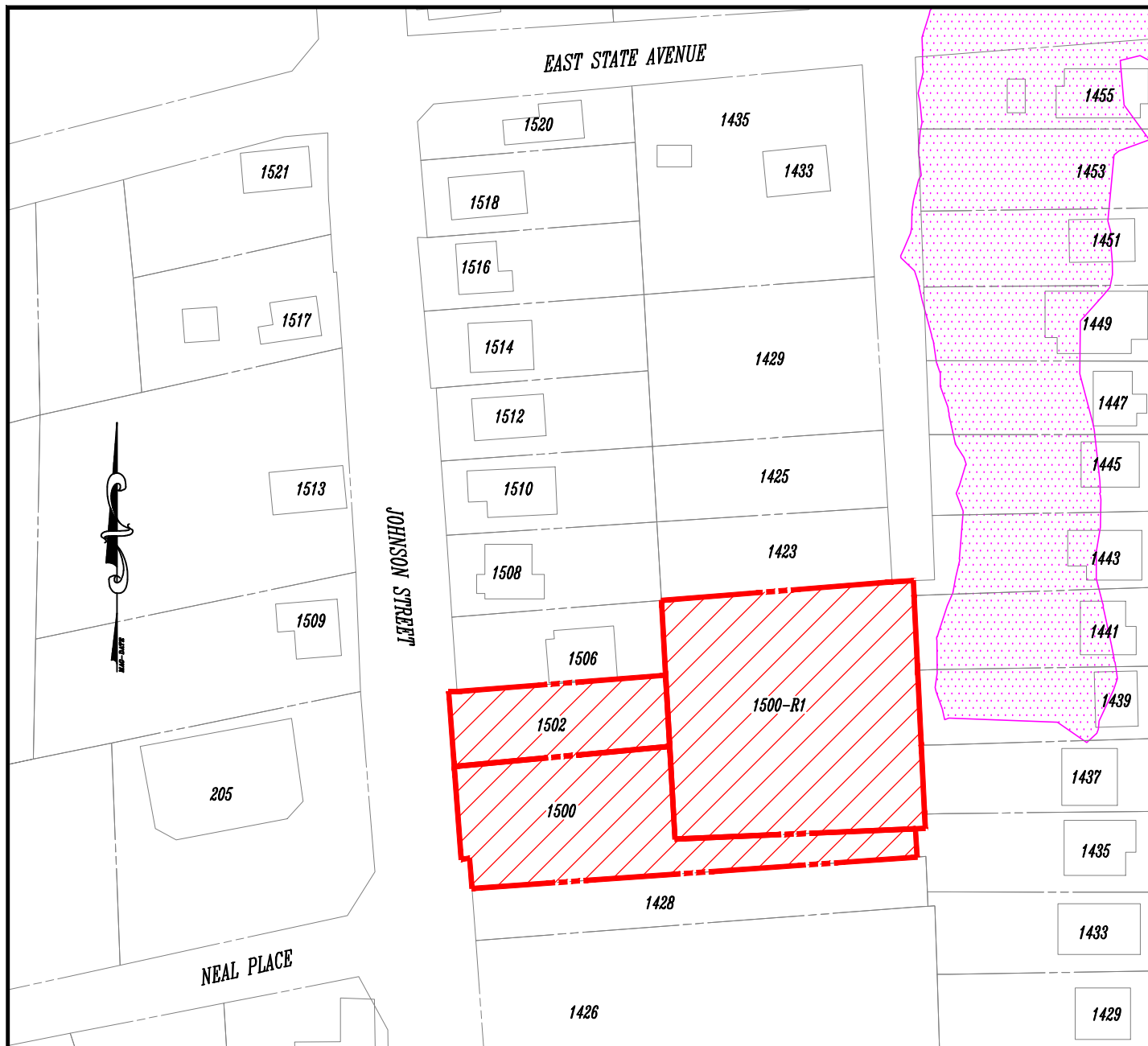
The donation of Property by Cheryl Harrison is hereby accepted contingent upon the completion of a title search confirming ownership and interests in the Property and the City being able to obtain proper title insurance on said Property.

Adopted this the 7th day of December, 2020.

Mayor Jay W. Wagner

ATTEST:

Lisa Vierling, MMC
City Clerk



VICINITY MAP
N.T.S.

LEGEND



= FEMA FLOOD ZONE
100 YR (ZONE AE)



= LAND DONATION TO THE CITY
OF HIGH POINT

THE INFORMATION ON THIS MAP WAS
PREPARED USING DATA FROM THE
CITY OF HIGH POINT GIS SYSTEM

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

LAND DONATION TO THE CITY OF HIGH POINT
1500, 1502 AND 1500-R1 JOHNSON STREET

SCALE: N.T.S.

BY: JKF

PROJECT: 2547

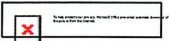
DATE: FEBRUARY 2020

Lisa Vierling

From: Brant, Michael J <michael.brant@verizonwireless.com>
Sent: Wednesday, December 23, 2020 10:36 AM
To: Greg Ferguson
Cc: JoAnne Carlyle; Shepherd, Renee; Jonathon Ashley Cline; Lee Burnette; Lisa Vierling
Subject: Re: [E] RE: Verizon Comments - Text Amendment 20-04 - Wireless Telecommunications Ordinance

Greg and JoAnne,
Thank you both for the quick reply and for your incredible support in this very challenging year.

Wishing everyone a Safe and Happy Holiday Season and Best Wishes for the New Year!



Michael Brant

Manager, Strategy and Business Development
Network Engineering and Technology

O 704-510-6107
M 704-621-9873

8921 Research Dr.
Charlotte, NC 28262

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On Wed, Dec 23, 2020 at 9:38 AM Greg Ferguson <greg.ferguson@highpointnc.gov> wrote:

Mr. Brant,

City of High Point - Text Amendment 20-04 was adopted by the City Council on December 9th, 2020 after the end of the public hearing process. We thank you for providing the attached comments, and will provide them to our Planning Director and consultant for review.

As with any ordinance, we are open to receive comments that may improve the process or make interpretation clearer.

Sincerely,

From: JoAnne Carlyle <joanne.carlyle@highpointnc.gov>

Sent: Tuesday, December 22, 2020 2:51 PM

To: Brant, Michael J <michael.brant@verizonwireless.com>

Cc: Greg Ferguson <greg.ferguson@highpointnc.gov>; Shepherd, Renee <renee.shepherd@verizonwireless.com>;
Jonathon Ashley Cline <jonathon.cline@verizonwireless.com>

Subject: RE: Verizon Comments - Text Amendment 20-04 - Wireless Telecommunications Ordinance

Hi Mr. Brant,

I'm sure that our Assistant Manager will be following up with the Planning Department. He supervises them directly and they will be able to confirm the window of opportunity.

I'll look forward to their response.

In the meanwhile, best wishes back to you for the best of the holidays!

jc

From: Brant, Michael J <michael.brant@verizonwireless.com>

Sent: Tuesday, December 22, 2020 11:53 AM

To: JoAnne Carlyle <joanne.carlyle@highpointnc.gov>

Cc: Greg Ferguson <greg.ferguson@highpointnc.gov>; Shepherd, Renee <renee.shepherd@verizonwireless.com>;
Michael Brant <michael.brant@verizonwireless.com>; Jonathon Ashley Cline <jonathon.cline@verizonwireless.com>

Subject: Verizon Comments - Text Amendment 20-04 - Wireless Telecommunications Ordinance

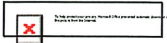
Dear Ms. Carlyle,

It is our hope that we did not miss the opportunity to provide comments on the City's proposed Wireless Telecommunications Ordinance - Text Amendment 20-04 - Fall 2020.

We have included our comments in the attached redline.

Thank you in advance for your time and consideration.

Wishing you a Safe and Happy Holiday Season and Best Wishes for the New Year.



Michael Brant

Manager, Strategy and Business Development
Network Engineering and Technology

O 704-510M 7-6107
04-621-9873

8921 Research Dr.
Charlotte, NC 28262

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**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends
award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 711 Hines St.

From: Michael E. McNair, Director
Community Development & Housing

Meeting Date: 11/5/2020

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 711 Hines St.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 8/28/18. No action occurred by the compliance date of 10/2/2018. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

711 Hines St.

OWNER:

Dolores Lobo Martinez, property deed date 7/19/2019
Lis Pendens record 8/27/2018
Previous owner Isa Irina Reyes-Lobo

**REASON FOR
INSPECTION:**

Inspector observed the property unsecured while performing a public nuisance inspection

**FIRST
INSPECTION:
7/30/2018**

Summary of Major Violations
1. Repair or replace roof sheathing & covering
2. Repair or replace damaged subfloor throughout
3. Repair/replace damaged/missing floor & wall coverings throughout
4. Repair or replace framing throughout
5. Repair or replace plumbing fixtures throughout

**HEARING
RESULTS:
8/22/2018**

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

**ORDER(S)
ISSUED:
8/28/18**

Order to Repair or Demolish
Date of Compliance 10/2/2018

APPEALS:

None

**OWNER
ACTIONS:**

Permit RC-18-0432 issued to Delores Lobo Martinez (listed as owner) on 9/19/2018. Repairs were started but work is not progressing consistently.

Note below from Building Inspector Mark Walker: Date: 10/10/2018

Met with permit holder and translator also Josh Edmonds, Josh located countless electrical violations. (See notes from Josh's inspection) I advised permit holder that we would need to resolve all electrical issues and complete plumbing and mechanical roughs and their inspection before they would be allowed to move forward. Advised that there are still framing issues that will need to be dealt with. They have tried to reset windows, advised that the work could continue, and that tape needs to be fully adhered around windows and doors. Permit holder encouraged to seek a licensed contractor to assist/complete job.

Note below from Electrical Inspector Josh Edmonds: Date: 10/10/2018

Corrections needed: 1-service cable needs to be reattached to house 2- no grounding at service 3- receptacles needed at front and back porches 4- lights on front porch need boxes installed 5- add receptacle at front door 6- all grounds have been cut out on all switch and receptacle 7- need 6" of free conductor on all boxes 8- all bedrooms need to be wire per NEC 210. 9- remove all new hung Sheetrock 10- seal all penetrations 11- need all metal boxes grounded 12- need grommets in all metal boxes. 13- Knock out seals needed in all non-used hole in metal boxes. 14- kitchen needs to be with to comply with NEC 210.52. 16 need manufactured paperwork on stove. 17- dining room receptacles need to be 6' from broken space and no more than 12' there after 18- all wires need to be strapped 12" from boxes and every 4.5" after. This was only a partial inspection for the areas that were accessible. I have requested a licensed electrical contractor to take over this job.

Note below from Electrical Inspector Josh Edmonds: Date: 10/14/2018

As per last electrical inspection, the homeowner was required to have a licensed Electrical Contractor take over job before any further electrical inspections can be performed. At this time there is still no Electrical Contractor in place or listed on permit. Spoke with Nester he stated they had a contractor but did not know his name.

Licensed electrician added to permit on 11/15/19.

Building-Miscellaneous	Yes		10/10/2018			Pending
Building-Footing	Yes		10/10/2018			Pending
Building-Foundation	Yes		10/10/2018			Pending
Plumbing-Final	Yes		09/18/2018			Pending
Electrical-Final	Yes		09/18/2018			Pending
Mechanical-Rough	Yes		09/18/2018			Pending
Mechanical-Final	Yes		09/18/2018			Pending
Building-Framing	Yes		09/18/2018			Pending
Building-Final	Yes		09/18/2018			Pending
Plumbing-Rough	Yes	Alexander Rowley	10/14/2019	03/16/2020	03/16/2020	Pass-Final
Electrical-Rough	Yes	Joseph Marion	10/14/2019	11/18/2019	11/18/2019	Pass-Final
Plumbing-Rough	Yes	Alexander Rowley	09/18/2018	10/14/2019	10/14/2019	Fail
Electrical-Rough	Yes	Joseph Marion	10/10/2018	10/14/2019	10/14/2019	Fail
Building-Miscellaneous	Yes	Mark Walker	10/10/2018	10/10/2018	10/10/2018	Fail
Building-Footing	Yes	Mark Walker	09/18/2018	10/10/2018	10/10/2018	Fail
Building-Foundation	Yes	Mark Walker	09/18/2018	10/10/2018	10/10/2018	Fail
Electrical-Rough	Yes	Joshua Edmonds	09/18/2018	10/10/2018	10/10/2018	Fail

2/6/2020 the Local Codes inspector did advise Ms. Lobo that if work didn't commence along with passing required inspections that we would prepare the case to go to Council.

On 3/3/2020 Ms. Lobos submitted a statement to Inspections to add a licensed plumber to the record to perform the work at 711 Hines St. (see snippet below).

03/03/2020

I Dolores martinez Lobo will hiring a licensed plumber
plumbing License #30343 Luis Miguel Castaneda
~~#2 Laet Forest~~ for Permit RC-18-0432
at 711 Hines street

Dolores Lobo

3/16/2020 a plumbing rough inspection was called in and it passed inspection.

As of 10/23/2020 we have not had any further contact from the owner and no additional inspections have been requested under the issued permit.

ADDITIONAL:

Due to work being performed on the property after the initial inspection of Local Codes, the property does appear different and has different violations now based on the work performed by owners that failed inspections and work not included under the original permit issued. The Local Codes inspector did advise Ms. Lobo in February of 2020 that if work didn't commence along with passing required inspections that we would prepare the case to go to Council. We have not had any additional contact with them, and no inspections have been requested on the permit.



Site

Scale: 1"=200'

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ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

711 Hines St.

Dolores Lobo Martinez
519 Ridgecrest Dr.
High Point, NC 27262

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

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

Adopted by City Council,
This the 5th day of November, 2020

Lisa B. Vierling, City Clerk









City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK

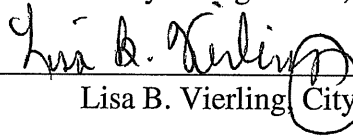


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 7, 2020 and upon approval by City Council will be recorded in Book 95 of the Official Minute Books and Ordinance Book Volume XXI, Ordinance No. 7675/20-91, page 90, Legislative File No. 2020-485 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of December 2020.

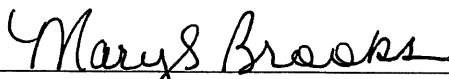

Lisa B. Vierling, City Clerk

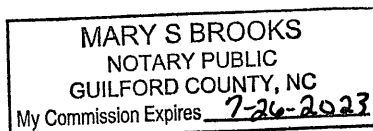


ACKNOWLEDGEMENT

I, Mary S. Brooks, 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 8th day of December 2020.


Mary S. Brooks, Notary Public



Commission Expires: 7/26/2023

AN ORDINANCE RESCINDING AN ORDINANCE ADOPTED ON SEPTEMBER 16, 2019, REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH THE DWELLING LOCATED AT 1213 LEONARD AVE., HIGH POINT, NORTH CAROLINA

WHEREAS, on September 16th, 2019, the High Point City Council adopted an ordinance requiring TCC Holdings, LLC, owner of the property located at 1213 Leonard Ave., High Point, North Carolina, to demolish said dwelling because it was unfit for human habitation and the estimated costs of making the necessary repairs would be in excess of fifty percent (50%) of the dwelling's value; and

WHEREAS, the owner demolished or repaired the dwelling as prescribed in the High Point Minimum Housing Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the High Point City Council as follows:

1. The provisions of the Ordinance requiring the Building Inspector of the City of High Point to demolish the dwelling located at 1213 Leonard Ave., High Point, North Carolina, recorded in Deed Book 8196, Page 1425, in the Office of the Register of Deeds of Guilford County, is hereby rescinded thereby releasing the said property, and only said property, from the demolition ordinance and permitting such to be cancelled of record upon the recording of this ordinance.

2. This Ordinance shall become effective upon its adoption and a copy certified by the High Point City Clerk, shall be recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and shall be indexed in the name of TCC Holdings, LLC in the grantor index as provided by law.

Adopted by City Council,
This the 7th day of December, 2020

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Lindsay Street Parking Lot Change Order

From: Greg Ferguson, Assistant City Manager

Meeting Date: December 7, 2020

Public Hearing: NA

Advertising Date /
Advertised By: NA

Attachments: Change Order

PURPOSE:

City staff bid the paving for the Lindsay Street Parking Lot by formal bid. Sharpe Brothers was the low bidder of the (7) seven firms that submitted. The bid of \$83,057.61 was under the formal threshold requiring City Council approval. Project has proceeded. Change orders necessitated during the project have resulted in a change order that needs City Council approval.

BACKGROUND:

The City committed to temporarily paving the lot to provide approximately 130 parking spaces to include ADA parking. The original contract was awarded to Sharpe Bros. for the paving of a portion of the Lindsay Street parking gravel lot in the amount of \$83,057.61.

BUDGET IMPACT:

12,585.02 in additional project costs and city funds are available.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Change Order as presented in the attachment and authorized signature.



Sharpe Brothers, A Division of Vecellio & Grogan, Inc.

P.O. Box 35387

Greensboro, NC 27425

Phone: 336-235-2756

Fax: 336-235-2743

REVISED CHANGE ORDER

Date: 11/25/2020		Project: Lindsay Street Parking Lot			
Submitted To: City of High Point		Description: Stone Set Up / Asphalt Overrun			
Attention: Tim McKinney		Job Location: High Point			
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Fine Grade / 1 Structure Adjustment	1	LS	\$10,000.00	\$10,000.00
2	S9.5C Asphalt Overrun	38.89	TON	\$66.47	\$2,585.02
				Total:	\$12,585.02

SPECIAL PROVISIONS

1. Sharpe Brothers does not take any responsibility for the subgrade being firm & unyielding with proper compaction and density requirements
2. Sharpe Brothers does not take any responsibility for damaging new concrete using vibratory rollers next to the concrete aprons, sidewalk and curb & gutter.
3. Sharpe Brothers will roll/setup the parking lot to prepare it for asphalt and adjust one catch basin

Quote Provided by: Paul Gilliam, Estimator, 336-346-8156, paul.gilliam@sharpebrosvg.com

TERMS & CONDITIONS

1. It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations or modifications must be mutually agreed upon in writing.
2. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated, it is understood and agreed that the quantities referred to herein are estimates only and that payment shall be made at the stated unit price for the actual quantities of materials utilized and work performed by Sharpe Brothers as determined upon completion of the work.
3. Changes in labor classifications or assignment of work by anyone other than Sharpe Brothers will establish a basis for re-negotiation of prices set forth in this contract. At the sole option of Sharpe Brothers, this contract may be cancelled in the event that said changes or assignments occur or in the event that said re-negotiation is deemed unsatisfactory by Sharpe Brothers.

4. In the event that any work is done by Sharpe Brothers under this agreement, or any side amendment, which work is on public property, the Customer/Owner agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
5. Unless specifically stated in a bid item, this proposal does not include any cost for engineering layout, testing, as-built drawings, permits, fees or bonds.
6. Unless otherwise stated, guarantee period for all work performed under this proposal is one (1) year. Guarantee does not extend to the emergence of grass or other plant materials through the asphalt layer. It does not cover damage to the asphalt layer caused by pre-existing conditions or sub-surface failures.
7. Unless otherwise agreed, Customer will bear any additional expense not covered by this proposal and incurrence by Sharpe Brothers as a result of performance of work under conditions adverse to the expedient prosecution of Sharpe Brother's work which are beyond Sharpe Brothers's control, including adverse weather and delays by others.
8. If, for causes beyond Sharpe Brothers's control, the work covered by this proposal is not completed within six (6) months after the date of acceptance of this proposal, Sharpe Brothers may cancel this agreement at any time thereafter on ten (10) days written notice.
9. In the event of a misunderstanding or conflict between the terms and conditions stated in the plans and specifications, this contract shall govern.
10. Sharpe Brothers shall be provided with suitable access to the work area. If Sharpe Brothers's work is dependent upon, or must be undertaken in conjunction with the work of others, such work shall be performed and completed so as to permit Sharpe Brothers full access to its work hereunder in an uninterrupted single shift operation. Any deviation from said access shall be cause for claim for additional compensation.
11. Unless a specific time for performance of Sharpe Brother's work is stated, Sharpe Brothers shall undertake this work in the course of its normal operating schedule. Sharpe Brothers shall not be liable for any failure to undertake or complete work due to causes beyond its control, including, but not limited to misinformation supplied by the Customer or its agents, failure of subgrade, and failure or inadequacy of any labor or materials not furnished and installed by Sharpe Brothers. Customer further agrees to pay any legal fees incurred by Sharpe Brothers in defending against such liability.
12. Unless otherwise stated herein, payment is due net invoiced amount with no retainage within 30 days of invoice date. All monies not paid when due shall bear interest at the maximum rate allowed by law at the project.
13. In the event that asphalt work is to be done in two lifts with the second lift to be performed more than four months following the first, a bond covering performance may provided to the Contractor/Owner in exchange or a full release of retainage.
14. If an agent and/or attorney is employed by Sharpe Brothers for collection of any delinquent payment, Customer agrees to pay in addition to any service charge, all fees for the services of such agent and/or attorney (including, but not limited to all fees and costs incident to any appeals) together with all costs, charges and expenses, regardless of whether or not suit be brought,.

15. This proposal and agreement shall be governed by the laws of the State of North Carolina without regard to principles of conflicts of laws. Venue of all proceedings shall be in Guilford County, NC and Customer waives whatever rights it may have in the selection of venue and hereby consents to jurisdiction.

16. This proposal is valid for 30 days.

ACCEPTED:

Organization: _____

Signature: _____

Name: _____

Title: _____

Date of Acceptance: _____

CONFIRMED:

Sharpe Brothers, A Div. of Vecellio & Grogan, Inc.

Signature: _____

Name: _____

Title: _____

Date of Acceptance: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: Request to Initiate Zoning Map Amendments

(Comprehensive Zoning Map Amendment Project – Round 4)

From: Lee Burnette, Planning & Development
Director

Meeting Date: December 7, 2020

Public Hearing: No

Advertising Date: Not Applicable

Advertised By: Not Applicable

Attachments: Zoning Map Amendment Area Map

PURPOSE:

This is a request by the Planning and Development Department to initiate zoning map amendments for a group of properties assembled by staff as part of the Comprehensive Zoning Map Amendment project. The purpose of this project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas.

Since most of the parcels proposed for evaluation had their zoning established in the 1980s and 1990s, the goal is to remove improper or obsolete zoning districts that may be acting as a barrier to development or redevelopment of property.

BACKGROUND:

The Comprehensive Zoning Map Amendment project is a multi-year undertaking that began in 2017 following the adoption of the new Development Ordinance. This will be the fourth round of amendments to be considered by the Council. Since 2017 the Council has reviewed and acted on rezoning for 2,335 parcels, totaling approximately 1,020 acres, related to this project.

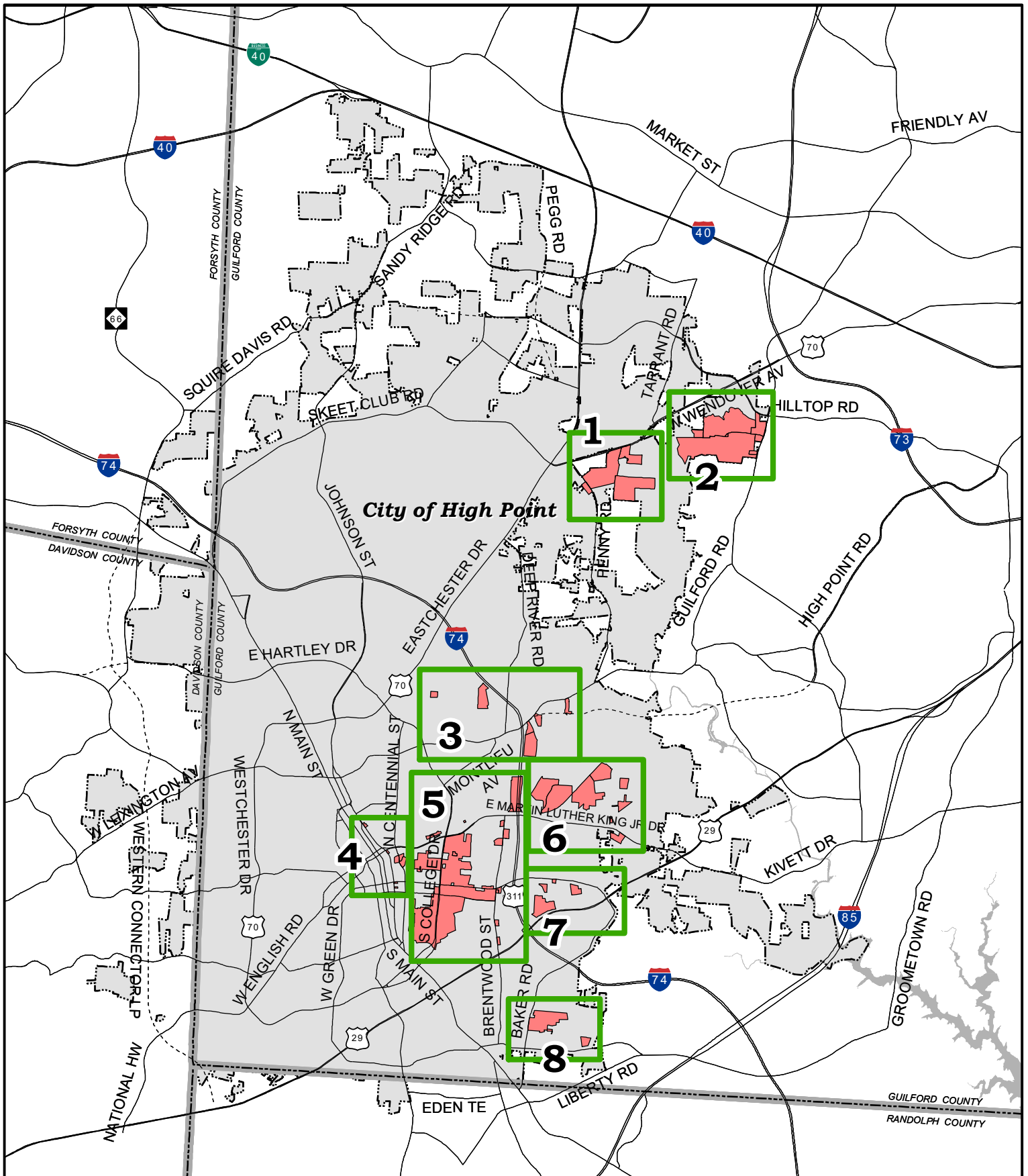
If initiated by Council, staff will begin communicating with property owners in this fourth round in early 2021. It is anticipated that an initial set of properties from this group will begin public hearings in the spring of 2021. Attached is a table and maps depicting the various locations and properties included in this request.

BUDGET IMPACT:

Funds are available in the department's FY 2020-2021 budget for public notices.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends initiation of the zoning map amendment process for the areas shown on the attached maps.



**PROPOSED
ZONING MAP AMENDMENTS**

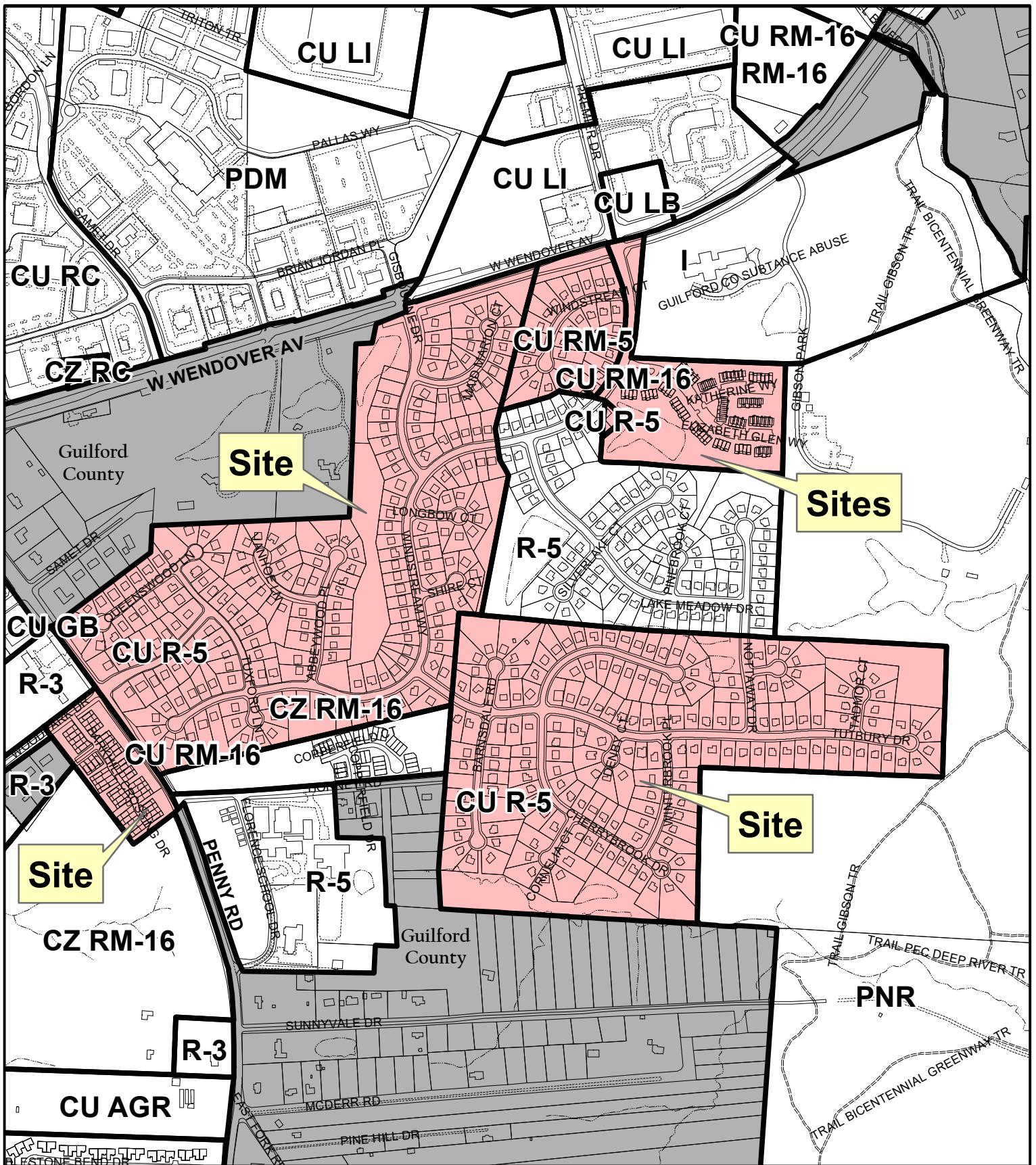
**Planning & Development
Department**

City of High Point



Scale: 1"=8,500'

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ZMR\MXD\CZMA-VicMap-CCI-R4



PROPOSED ZONING MAP AMENDMENT

Map #1

Existing Zoning Boundary
Subject Property Boundary



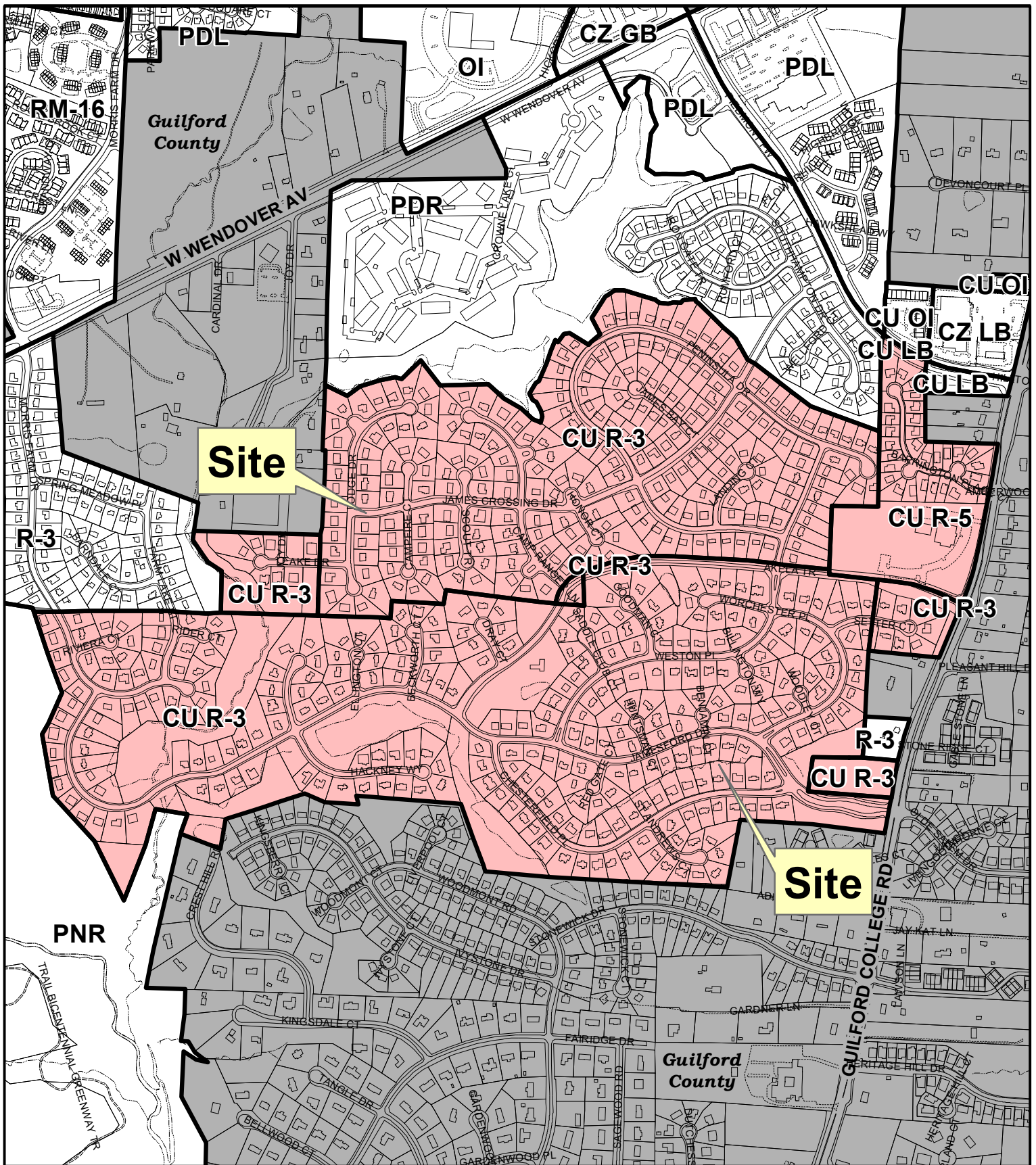
Planning & Development
Department

City of High Point



Scale: 1" = 700'

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PROPOSED ZONING MAP AMENDMENT

Map #2

Existing Zoning Boundary
Subject Property Boundary



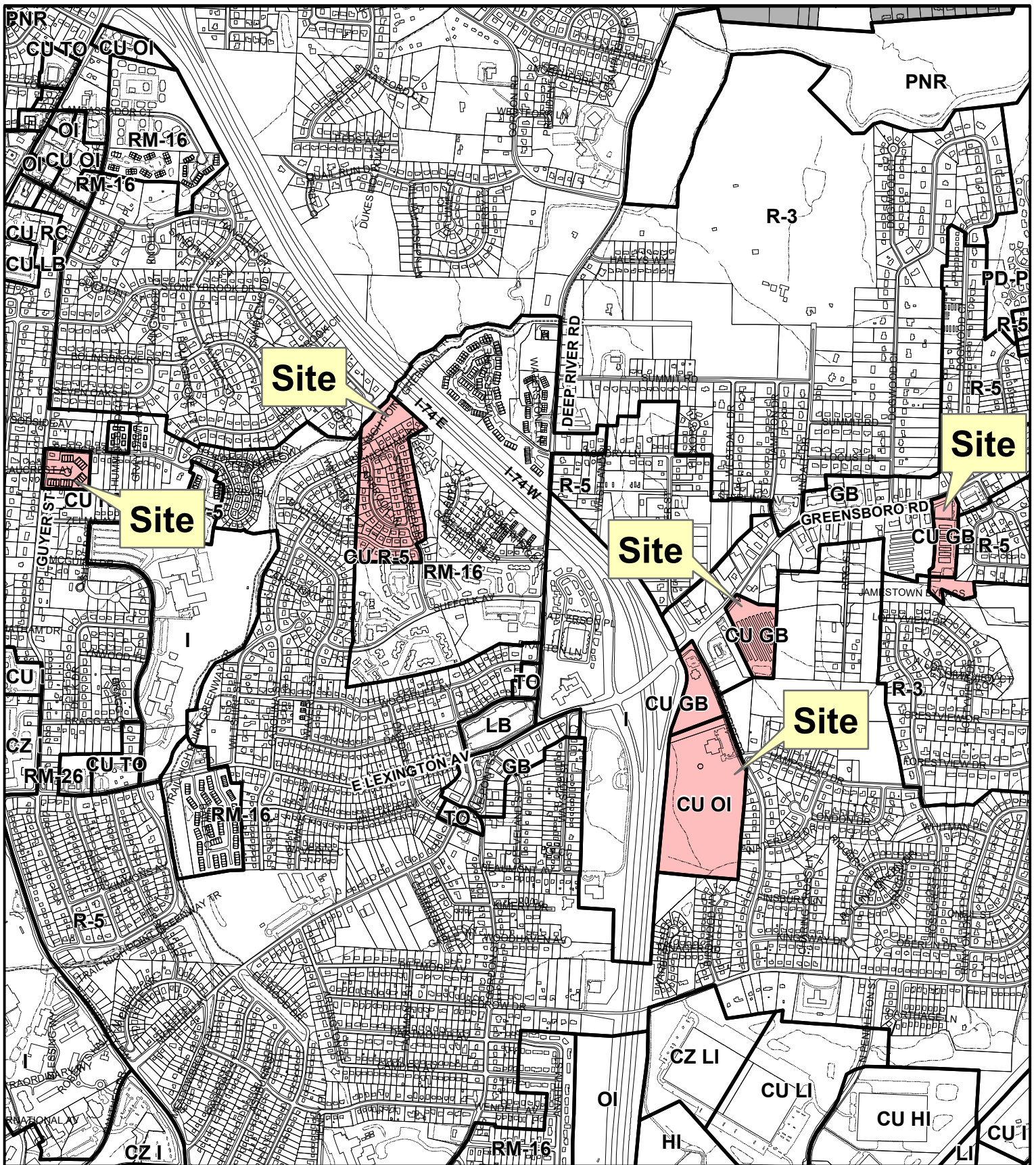
Planning & Development
Department

City of High Point



Scale: 1" = 800'

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PROPOSED ZONING MAP AMENDMENT

Map #3

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

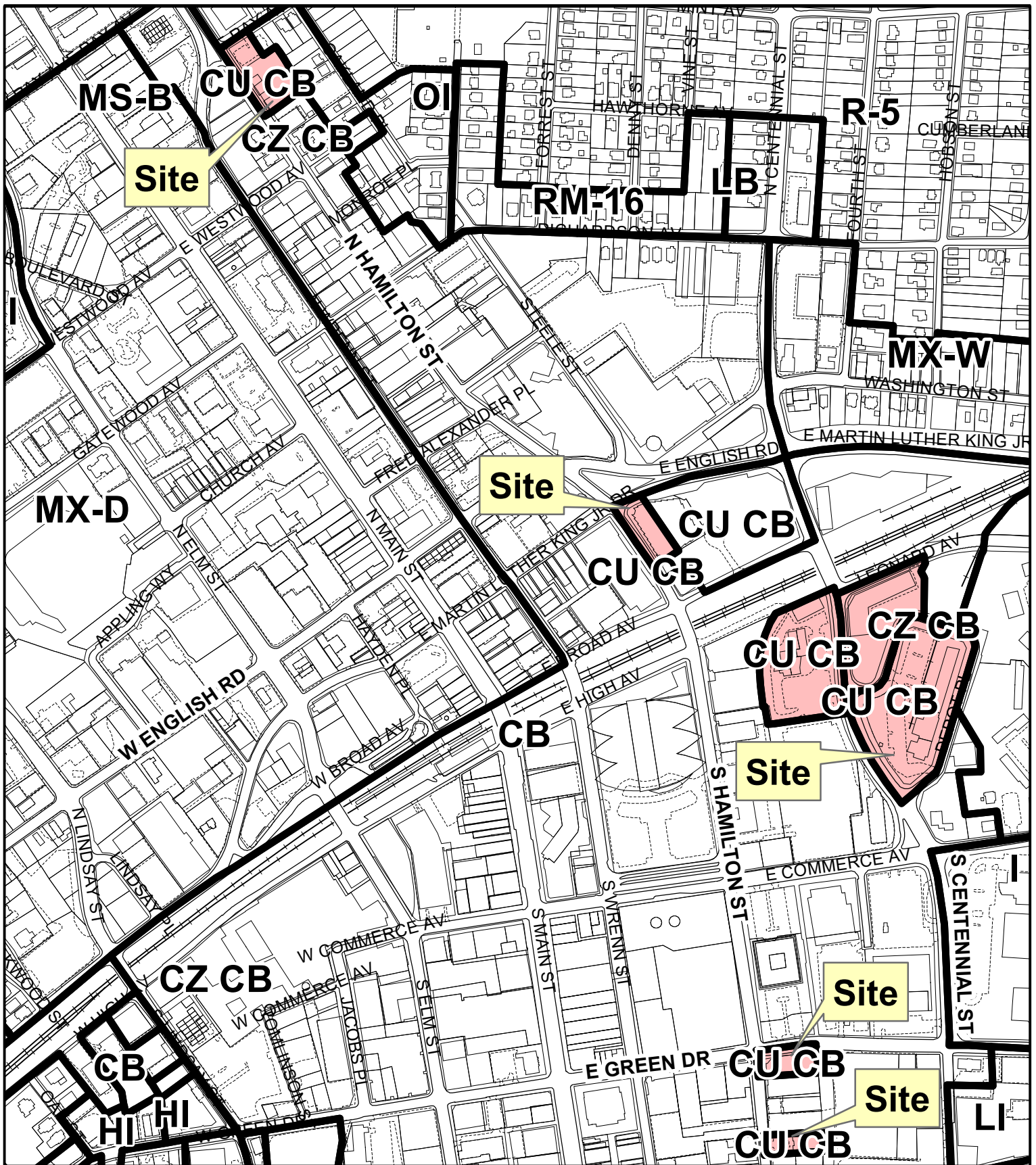
Planning & Development
 Department

City of High Point



Scale: 1" = 1300'

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PROPOSED ZONING MAP AMENDMENT

Map #4

Existing Zoning Boundary
Subject Property Boundary



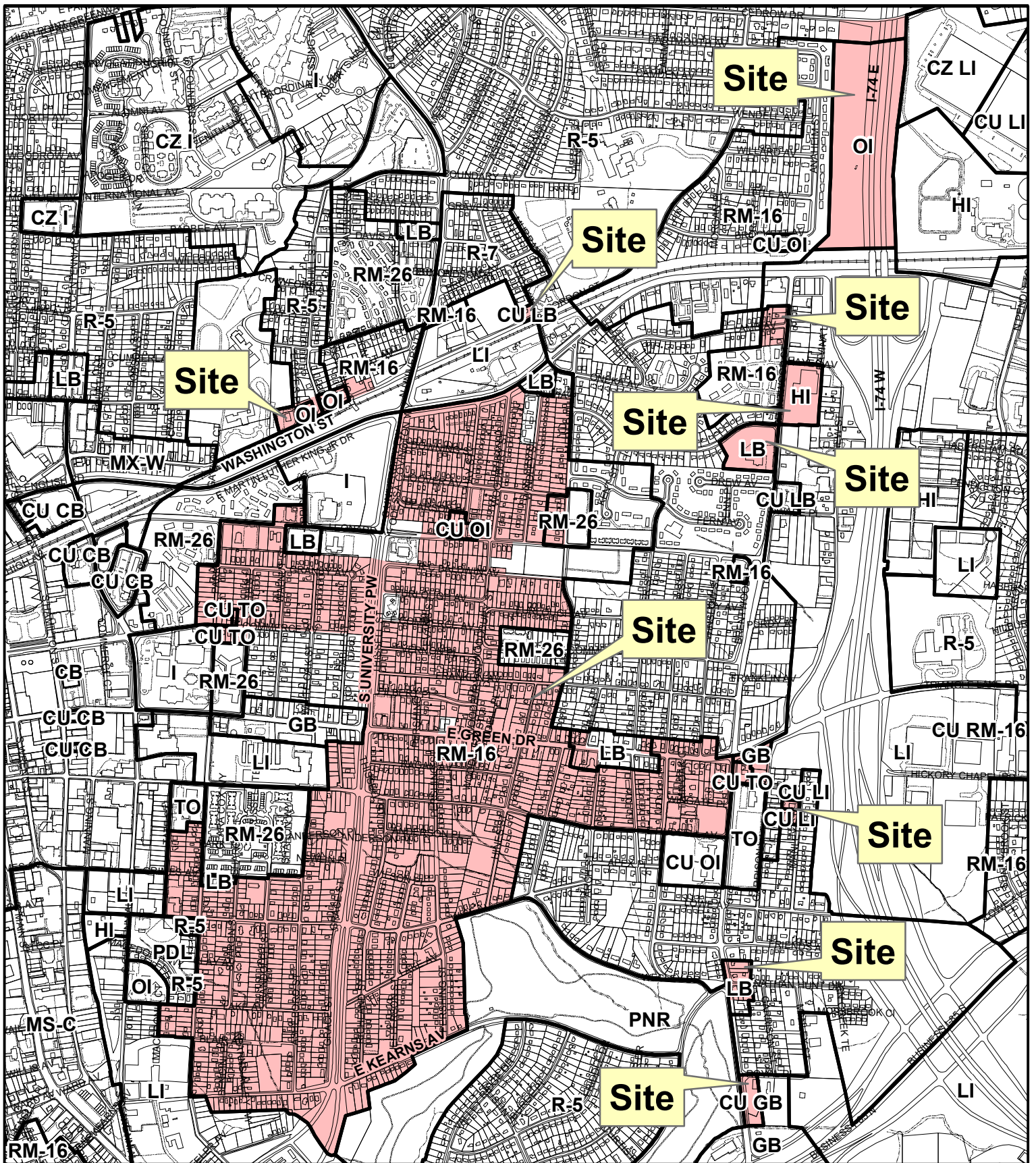
Planning & Development
Department

City of High Point



Scale: 1" = 600'

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PROPOSED ZONING MAP AMENDMENT

Map #5

Existing Zoning Boundary
Subject Property Boundary

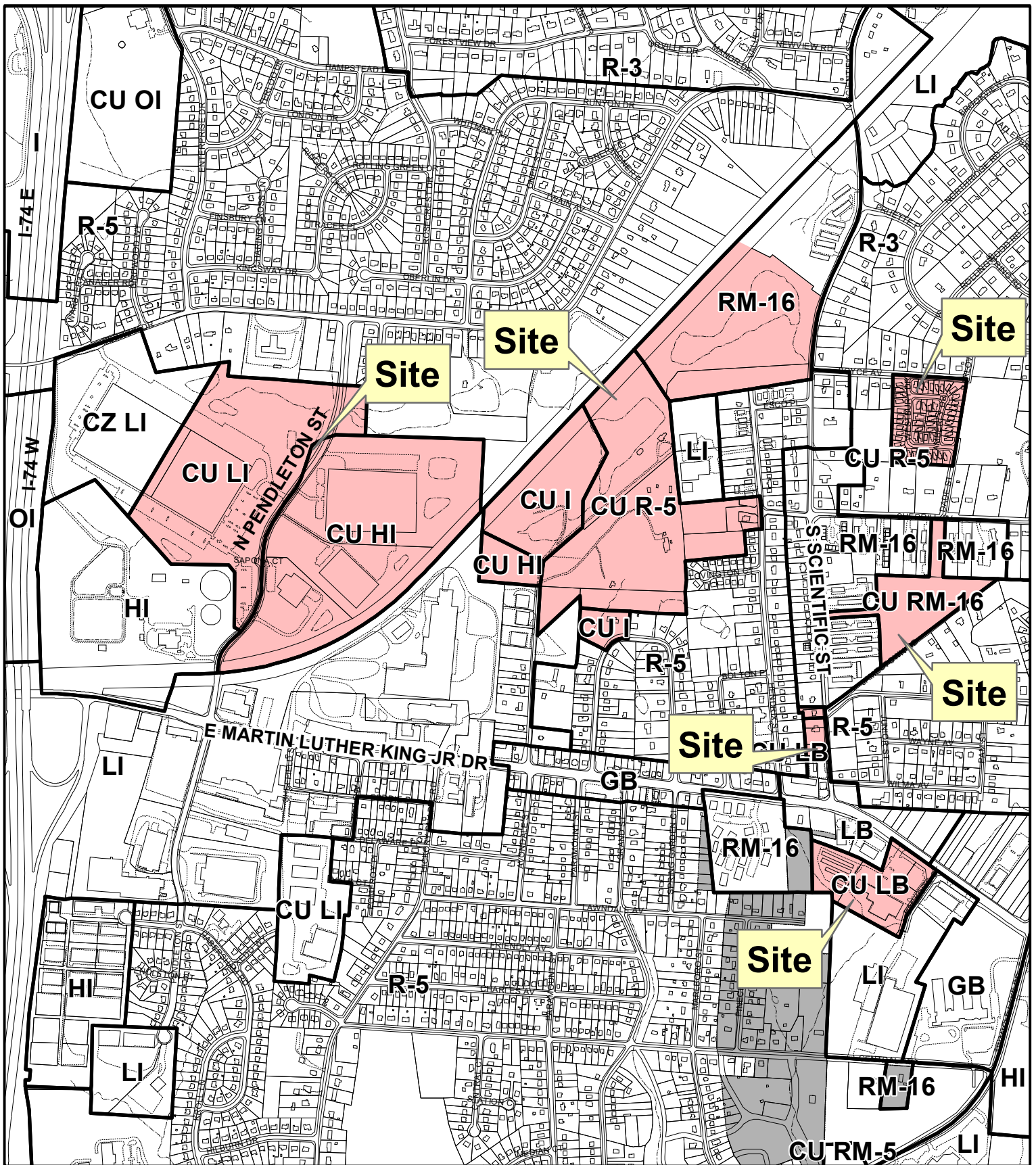
Planning & Development
Department

City of High Point



Scale: 1" = 1300'

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PROPOSED ZONING MAP AMENDMENT

Map #6

Existing Zoning Boundary
Subject Property Boundary



Planning & Development
Department

City of High Point



Scale: 1"= 1000'
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PROPOSED ZONING MAP AMENDMENT

Map #7

Existing Zoning Boundary
Subject Property Boundary

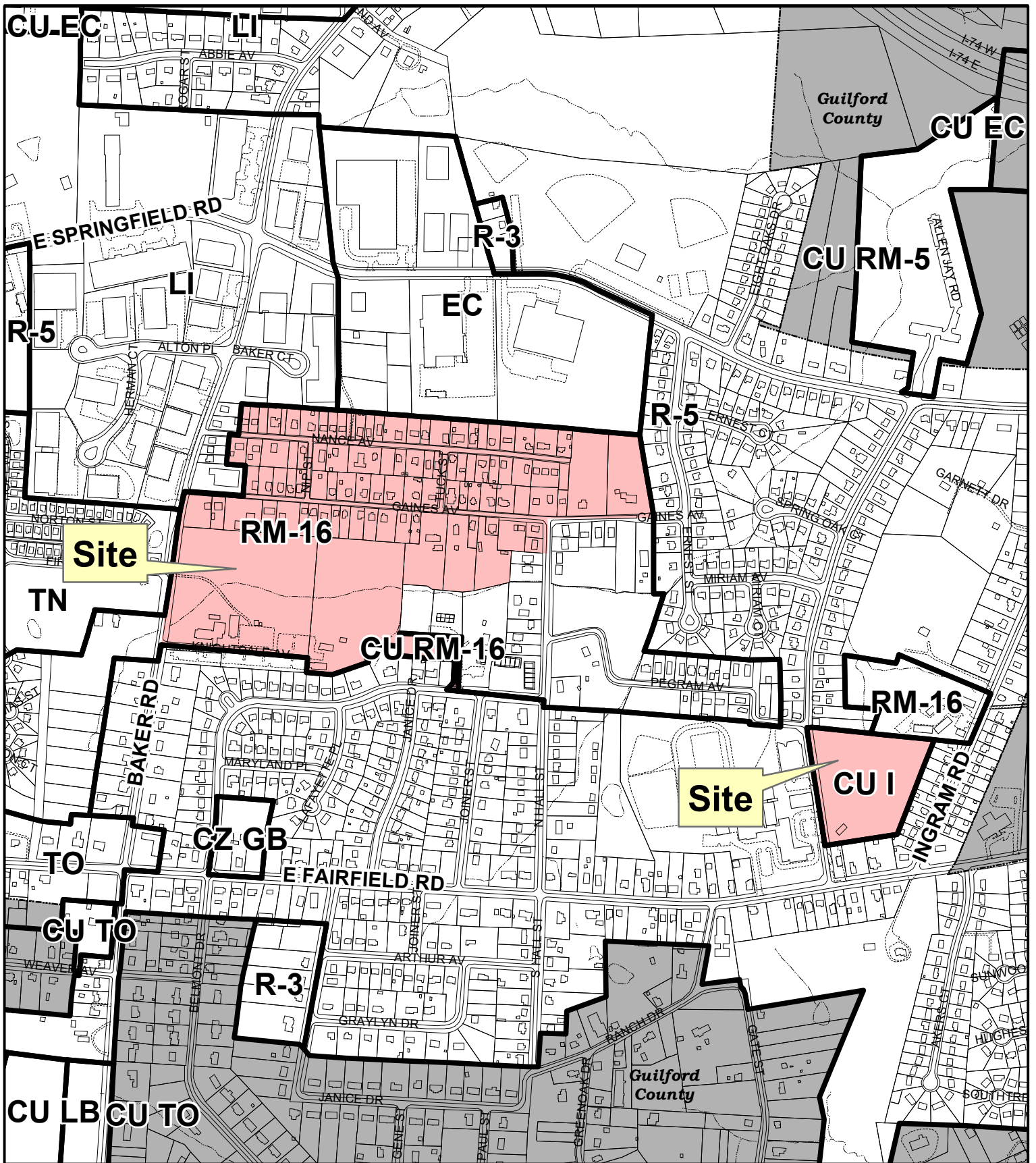
**Planning & Development
Department**

City of High Point



Scale: 1' = 800'

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GROUP 4 - Comprehensive Zoning Map Amendment Project

Area ID	From	To	Use	Location	Owners
Map 1 – Single family and townhome developments located south of W. Wendover Avenue and east of Penny Road and at southwest corner of Penny Road and Woodpark Drive					
1	CU RM-5 CU R-5 (CU93-03) (CU95-28) (CU98-54)	R-5	Single family dwellings	A portion of the Lakeside at Nottingham Subdivision Nottingham Subdivision Parkside at Nottingham Subdivision	Various individual owners
1	CU RM-16 (CU98-54) (CU02-15)	RM-16	Townhomes	Lakeside Townhomes Subdivision Parkhill Townhome Subdivision	Various individual owners
Map 2 – Single family developments located south of W. Wendover Avenue/Piedmont Parkway and west of Guilford College Road.					
2	CU R-3 (CU88-01) (CU91-07) (CU93-04) CU95-15)	R-3	Single family dwellings	Jamesford Meadow Subdivision Jameswood and James Landing Subdivisions Peninsula at James Landing Subdivision Akela Cove at James Landing Subdivision 1610 Guilford College Road (Parcel ID# 207341)	Various individual owners
2	CU R-5 (CU95-23)	R-5	Single family dwellings Church	Barrington Place Subdivision 1450 Guilford College Road (Parcel ID# 207350)	Various individual owners Friendly Hills Presbyterian Church, Inc.
Map 3 – Single family and townhome developments located at the southeast corner of Guyer Street and Beaucrest Avenue, and at the eastern terminus of Wickham Avenue. Commercial and office zoned lands located south of Greensboro Road and east of I-74					
3	CU RM-16 (CU83-05)	RM-16	Townhomes Single family dwelling	The Arbors Townhome Subdivision 1600 Beaucrest Avenue (Parcel ID# 196914)	Various individual owners
3	CU R-5 CU RM-16	R-5 R-5	Single family dwellings	Ashton Woods Subdivision, and 2108 & 2106 Wickham Avenue	Various individual owners
3	CU-GB (CU85-52)	GB	Self-storage facility	1000 & 1004 Greensboro Road (Parcel ID# 184042 and 184045)	1004-A Greensboro LLC
3	CU-GB (CU96-16)	GB	Self-storage facility	606 Greensboro Road (Parcel ID# 182052)	Valerie Nelson
3	CU-GB (CU88-10) CU-OI (CU96-30)	GB OI	Grace Church Resource Center Grace Church	1231 Enterprise Drive (Parcel ID# 182082) 1141 Enterprise Drive (Parcel ID# 182083)	Grace Church of High Point Inc

Area ID	From	To	Use	Location	Owners
Map 4 – Showrooms in the downtown area along the east side of N. Hamilton Street and along both side N. Centennial Street.					
4	CU-CB (CU00-17)	CB	Showroom	520 N. Hamilton Street (Parcel ID# 189772)	Christies Investment
4	CU-CB (CU06-11)	CB	Showroom	122 N. Hamilton Street (Parcel ID# 187008) (Western ½ of parcel along S. Hamilton Street)	LIV.ABLE INC
4	CU-CB (CU04-23) (CU15-03) (CU02-28)	CB	Showroom Dinner Theater Showroom	126 S. Centennial Street (Parcel ID# 171411) 105 Depot Place (Parcel ID# 171550) 121 S. Centennial Street (Parcel ID# 171553)	Christies Investment Hamilton Square LLC Wrenn Street Realty LLC High Point Area Arts Council Inc
4	CU-CB (CU96-10) (CU96-21)	CB	Showroom	300 E. Green Drive (Parcel ID# 171527) 311 S. Hamilton (Parcel ID# 171523)	IMC 300 E GREEN LLC American Home Furnishings Hall of Fame Foundation, Inc
Map 5 – Portions of the Core City Area neighborhoods along Washington Street between Penn Griffin School for Arts and N. Hoskins Street, at the southwest corner of Cedrow Avenue and I-74, and along both sides of Brentwood Street. Portions of the Core City Area neighborhoods lying south of E. Martin Luther King Jr. Drive, west of Brentwood Street, north of Kearns Avenue and east of North & South Centennial Street.					
5	R-5 & OI	RM-16	Undeveloped Parcel	1336 Cedrow Drive(Parcel ID#	Carl Wright, Trustee of the Cedrow Land Trust
5	R-5 OI OI OI	TO & I TO TO TO	Church and part of Penn Griffin School Undeveloped Parcels Vacant (former funeral home)	835 Washington Street (Parcel ID# 190676) 113 Eccles Place (Parcel ID# 190677) 1003 & 1015 Washington Street (Parcel ID# 190688 & 190687) 1113, 1115, 1119 Washington Street (Parcel ID# 190892, 190891, 190890) 114 Underhill Street (Parcel ID# 190900) 103 N. Downing Street 1(Parcel ID# 90889)	Pearson Memorial Methodist Church Guilford County Schools Betty Phillips Rebekah Jackson Hoover
5	RM-16 CU-LB (CU98-16)	TO LB	Lodge Fish Market	1201, 1215 Washington Street (Parcel ID# 190913, 190912 101 N. Hoskins Street (Parcel ID# 193229)	Toussaint Louverture Lodge 524 Angelo Davis and Lillie Davis
5	RM-16 RM-26 CU-OI (CU04-14) CU-TO (CU90-09) (CU90-19)	R-7	Single family dwellings, duplexes, multifamily dwellings and churches.	Portions of the neighborhood bounded by E. Martin Luther King Jr Drive, Meredith Street, E. Green Drive and Park Street (both sides)	Various Owners

Area ID	From	To	Use	Location	Owners
5	RM-16 LB	R-7	Single family dwellings, duplexes, multifamily and churches.	Portions of the neighborhood bounded by E. Green Drive, Brentwood Street, Wise Avenue and Tate/Park Street	Various Owners
5	RM-16	R-7	Single family dwellings, duplexes, multifamily and churches.	Portion of the neighborhood bounded by Wise Avenue, Pershing Street (both sides), E. Kearns Avenue (both sides) and Park Street/ Macedonia Court.	Various Owners
5	LB HI	R-5 LI	Vacant Bldg Industrial/Manufacturing	410 Brentwood St (Parcel ID# 176331) 301 Brentwood St (Parcel ID# 184077)	Word of Reconciliation Ministries Inc Classic Dyestuffs Inc.
5	RM-16	LI	Portion of industrial bldg. to north	108 Brentwood Ave (Parcel ID# 184046)	MCCALL Exchange LLC
	RM-16	R-5	Single family dwelling	200 Brentwood (Parcel ID# 184107)	Pandora Ashworth Simrel and Everett Horace Simrel
	RM-16	R-5	Undeveloped parcel	202 Brentwood (Parcel ID# 184108)	Ronald Long
	RM-16	R-5	Single family dwelling	208 Brentwood (Parcel ID# 184092)	Michael Long and Patricia Long
	RM-16	R-5	Single family dwelling	216 Brentwood 1 (Parcel ID# 84094)	Fennario Properties LLC
	RM-16	R-5	Single family dwelling	1758 Lamb Ave. (Parcel ID# 184096)	George Pope, Lillian & James Pope, Carol Pope
	RM-16	R-5	Single family dwelling	1760 Lamb Ave (Parcel ID# 184095)	NCHP1 LLC
	RM-16	R-5	Single family dwelling	1761 Lamb Ave (Parcel ID# 184110)	Herman Powell
	RM-16	R-5	Single family dwelling	1763 Lamb Ave (Parcel ID# 184109)	Pauline Smith
5	CU-TO (CU90-04) GB & LI	TO & LI	Law office Undeveloped	Southwest corner of Brentwood Street and E. Green Drive (block bounded by Brentwood Street, E. Green Drive, Garrison Street and Clish Place)	Duane Bryant and Wanda Bryant Orville Frazier and Mary Frazier
5	CU-LI (CU94-22) (CU98-31)	LI	Industrial Use	502 Manley Street (Parcel ID# 183901) 508 Manley Street (Parcel ID# 183905)	MICHAEL RAMM AMERICAN METAL TREATING INC
5	LB	R-5	Single family dwellings and undeveloped parcel	1605, Brentwood Street (Parcel ID# 183993) 1607 Brentwood Street (Parcel ID# 184005) 1615 Brentwood Street (Parcel ID# 183994)	Levi Nathan Wright Kennedy Vaughn Family LLC Ronald & Sharon Crowder
	LB	R-5	Single family dwellings and undeveloped parcel	1000, Nathan Hunt Drive (Parcel ID# 192505) 1002 Nathan Hunt Drive (Parcel ID# 192506) 1004 Nathan Hunt Drive (Parcel ID# 192507)	City of High Point Deliverance Tabernacle Ministries Inc. Felipe Cruz Pina
5	CU-GB (CU90-40)	GB	Retail and convenience store with fuel sales	1901 Brentwood Street (Parcel ID# 192454 and 192471)	Koury & Lokas Property – B LLC

Area ID	From	To	Use	Location	Owners
Map 6 – Portions of the Kivett Drive Industrial Park and commercial development at the southwest corner of E. Martin Luther King Jr Drive and Packrite Court. Portion of the residential neighborhood lying north of E. Martin Luther King Jr Drive, adjacent to S. Scientific Street (both sides), south of the railroad tracks and east of Avondale Street.					
6	CU-HI (CU 84-06) CU-LI (CU-07-31)	LI	Industrial development	100 N. Pendleton Street (Parcel ID# 181917) 206 N. Pendleton Street (Parcel ID# 181916) 210 N. Pendleton Street (Parcel ID# 181915) 201 N. Pendleton Street (Parcel ID# 181921(portion))	Guilford Flex LLC Right Side Properties LLC Manning Mills Inc Ralph Lauren Corp.
6	(CU 06-24) CU R-5 CU-I CU-HI	R-5 and LI	Undeveloped Single family dwelling	Portion of the residential neighborhood lying at the northern terminus of Avondale Street, along the north side of Spring Garden Circle, west side of Hendrix Street and south of the railroad tracks	Various owners
6	CU-LB (CU88-23)	LB	Major retail and external self-storage facility Undeveloped	3128 E. Martin Luther King Jr. Dr (Parcel ID# 185920) 3136 E. Martin Luther King Jr. Dr (Parcel ID# 185906) 3138 E. Martin Luther King Jr. Dr (Parcel ID# 185919)	3128 E MLKJ LLC Agapion LT (Bill/Sophia/Palamaris/Irene Agapion Open Door Ministries of High Point, Inc
6	CU-LB (CU 93-20) (CU89-07)	RM-16	Single family dwelling	822, 826, 900, 902 and 904 S Scientific Street (Parcel ID# 182322 portion, 185932, 185931, 185930 and 185929)	Various owners
6	RM-16	R-5	Undeveloped	350 & 500 S. Scientific (Parcel ID# 182229 & 182246)	North Carolina Department of Transportation
6	CU R-5 CU86-03)	R-5	Single family dwellings	Westbury Way Subdivision	Various Owners
6	CU RM-16 (CU 94-05)	RM-16	Undeveloped	715 S. Scientific Street (Parcel ID# 186066) 3018 Sherrill Avenue (Parcel ID# 186085)	Brian & Shelly Faircloth Benaiah NC LLC
Map 7 – Portions of land area lying south of Triangle Lake Road, west of Baker Road, north of Bus-85 and east of I-74.					
7	RM-16	R-5 LI	Single family dwellings, undeveloped parcels and portion of an industrial parcel	Parcel lying along Randall Street, Patrick Avenue, Sunnybrook Street and Lowe Avenue (PB21 PG82) (Garner Height subdivision – Section 4 and Section 1) Portion (southern tip) of industrial parcel at 1237 Hickory chapel Rd (Parcel ID# 176068)	Various owners
7	CU RM-16	RM-16	Group Home	1022 True Lane (Parcel ID# 176981)	Open Door Ministries of High Point, Inc
7	CU-LB	LB	Convenience store and restaurant	1001 Hickory Chapel Road and 2701 Triangle Lake Road (Parcel ID# 177008)	Shree Gee LLC
7	CU-LI	LI	Industrial and vacant buildings	1124, 1120 & 1018 Roberts Lane (Parcel ID# 177077, 177078 & 177074)	Donald Setliff, Alice Morriss Harris Ann Starnes Reece

Area ID	From	To	Use	Location	Owners
Map 8 – Portions of the residential neighborhood lying south of E. Springfield Road, west of Ingram Road, north of E. Fairfield Road and east of Baker Road.					
8	RM-16	R-5	Single family dwellings, duplexes, multifamily dwelling and churches	All of the RM-16 District zoned lands lying along both sides of Nance Avenue, Gaines Avenue, Nip Street and Tuck Street.	Various property owner
8	RM-16 R-5	R-5	Religious institution	711 & 723 Baker Road (Parcel ID# 180543 & 180544)	Reavis Memorial Baptist Church
8	RM-16	R-5	Religious institution	2759 Allen Jay Road (Parcel ID#196001)	Islamic Society of High Point NC
8	CU RM-16 (CU 98-34)	RM-16	Multifamily dwellings	Belmont Condominiums and 811 & 815 Belmont Drive (Parcel ID #202020 & 180547)	Various property owner

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Ordinance for 911 Communications Center

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: December 7, 2020

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: CRF Budget Ordinance

PURPOSE:

To appropriate \$1,673,503 of NC 911 Board funding to complete purchase of 911 communication equipment.

BACKGROUND:

The Department of IT Services is recommending the City of High Point purchase sixteen (16) Motorola radio consoles to outfit the new 911 Communications Center located at 1730 Westchester Avenue.

The Department of IT Services is recommending the purchase of new console workstations from Xybix Systems, Inc. to update the City's current (backup) 911 Communications Center located in City Hall, and outfit its new (primary) 911 Communications Center located at 1730 Westchester Drive. The new console workstations will afford 911 telecommunicators an efficient, reliable workspace from which to handle 9-1-1 calls and dispatch the City's emergency services.

These purchases will be made with funds from the NC 911 Board.

BUDGET IMPACT:

Funding received from the NC 911 Board will fund the previously approved purchases.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the Council to approve the budget ordinance appropriating the NC 911 Board funding in the Special Grants Fund.

“AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE NC 911 BOARD FUNDS FOR THE SPECIAL GRANTS FUND

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

Section 1. The City of High Point has been allocated NC 911 Board funding to reimburse direct expenses related to the 911 Communication Center.

Section 2. The City of High Point's 2020-2021 Budget Ordinance should be amended as follows:

(A) That Special Grant Fund revenues be amended as follows:

State Grant Revenue	\$1,673,503
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(B) The Special Grant Fund expenditures be amended as follows:

Communication Equipment	\$1,673,503
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by the High Point City Council
this 7th day of December 2020

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 208 Lawndale Ave.

From: Michael E. McNair, Director
Community Development & Housing

Meeting Date: 11/16/2020

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 208 Lawndale Ave.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 3/3/2020. No action occurred by the compliance date of 4/3/2020. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

208 Lawndale Ave.

OWNER:

Margaret Ann Robbins

**REASON FOR
INSPECTION:**

Complaint from citizen about condition of the property

**FIRST
INSPECTION:
8/14/2019**

Summary of Major Violations

1. Repair or replace walls and ceiling material throughout the house
2. Install heating system
3. Repair or replace missing/damaged siding
4. Repair or replace electrical system
5. Repair or replace plumbing fixtures throughout house

**HEARING
RESULTS:
9/23/2019**

Alexia Hayes, granddaughter of the owner appeared for the Hearing. Ms. Hayes stated the plumbing is in working order. She also stated their electrician looked at electrical and said it was in working condition, the inspector asked Ms. Hayes to have the electrician put that in writing for our records. Ms. Hayes stated they will be completing other items that do not require a permit. She estimated they would have the house completed in about 60 days. The inspector advised she would work with them on the timeline as long as progress is being made. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
3/3/2020**

Order to Repair or Demolish
Date of Compliance 4/3/2020

APPEALS:

None

**OWNER
ACTIONS:**

Permit RC-19-0571 issued 9/23/2019.

ADDITIONAL:

The inspector contacted Alexia Hayes on 10/8/2020 and asked about progress on the house. Ms. Hayes stated they haven't been able to work on the house due to COVID19. The inspector advised if work didn't begin the case may be referred to Council, Ms. Hayes asked if they would be advised of this.

As of 11/5/2020 the only inspection performed on the property was a framing inspection which received a passed-partial inspection on 3/31/2020.

208 Lawndale Avenue

KIVLOW PL

GEDDIE PL

DELAWARE PL

POMEROY PL

HICKORY CHAPEL RD

CHARLES AV

AVONDALE ST

PARAMOUNT ST

GRAND ST

SPRING GARDEN CI

MARLBORO ST

LAWNDALE AV

FRIENDLY AV

Site



Scale: 1"=200'

G:\Planning\Securbe\02\Inspections\PresentM to 200.mxd

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

208 Lawndale Ave.

Margaret Ann Robbins
208 Lawndale Ave.
High Point, NC 27265

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

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

Adopted by City Council,
This the 16th day of November, 2020

Lisa B. Vierling, City Clerk













CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent
Amendment to Charter for Consistent Reference to Four (4) year terms

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 7, 2020

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Resolution of Intent

Purpose/Background:

On May 21, 2018, the City Council adopted an ordinance amending Article 3.1 Method of Election of the Charter of the City of High Point to implement four-year terms for the Mayor and members of City Council. Article II, Sections 2.2 and 2.3 also contain references to the terms for the Mayor and members of council which continue to reference two (2) year terms instead of four (4). Council is required to adopt a Resolution of Intent to implement the process under N.C.G.S. §160A-101 & N.C.G.S. §160A-102 to change the numeral “2” in section 2.2 and 2.3 to the numeral “4” thereby making them consistent with other sections of the Charter.

Budget Impact:

N/A

Recommendation:

Council is requested to adopt a Resolution of Intent for the purpose of amending Article II, Sections 2.2 and 2.3 of the Charter of the City of High Point, to reflect the terms of office for the Mayor and Council as four (4) year terms which is consistent with Article III, Section 3.1 of the City Charter of the City of High Point, and to establish and provide notice of a public hearing on the matter in accordance with the North Carolina General Statutes.

**RESOLUTION OF INTENT FOR THE CITY COUNCIL TO CONSIDER TECHNICAL
AMENDMENTS TO THE CHARTER OF HIGH POINT NORTH CAROLINA, IN
ORDER TO MAKE THE LANGUAGE IN ARTICLE II. SECTIONS 2.2. AND 2.3
CONSISTENT WITH ARTICLE III, ELECTIONS, SECTION 3.1 METHOD OF
ELECTION**

WHEREAS, pursuant to N.C.G.S. §160A-102, a city council may amend its city charter by ordinance; and

WHEREAS, on May 21, 2018, the City Council adopted an ordinance amending Article 3.1 Method of Election of the Charter of the City of High Point to implement four-year terms for the Mayor and members of City Council; and

WHEREAS, Article II, Sections 2.2 and 2.3 contain references to the terms for the Mayor and members of council and continue to reference two (2) year terms instead of four (4) which is inconsistent with the actions taken on May 21, 2018; and

WHEREAS, the City Council of the City of High Point desires to adopt an ordinance to amend the Charter of the City of High Point to correct the language in Sections 2.2 and 2.3 of Article II, to reference four (4) year terms instead of two (2) which will be consistent with Article III, Section 3.1., Method of Election; and

WHEREAS, in accordance with N.C.G.S. §160A-102 a public hearing on a proposed charter amendment shall be called for not more than forty-five (45) days after the adoption of this Resolution of Intent; and

WHEREAS, notice of said public hearing shall be published at least once, not less than ten (10) days prior to the date fixed for the public hearing, and shall contain a summary of the proposed charter amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that this Resolution of Intent for the Amendment of Article II, Sections 2.2 and Section 2.3 of the Charter of the City of High Point for consistency with Article III, Section 3.1 of the City Charter of the City of High Point, reflecting the terms of office for the Mayor and City Council as four (4)-year terms instead of two (2) is hereby adopted, and that a public hearing on the matter shall be held and noticed in accordance with §160A-102 and §160A-101.

Adopted this 7th day of December, 2020.

CITY OF HIGH POINT

By: _____
Mayor Jay Wagner

ATTEST:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 20-22
(Windsor Investment, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: December 7, 2020

Public Hearing: Yes

Advertising Date: November 25, 2020 and
December 2, 2020

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Windsor Investment, LLC to rezone approximately 44.6 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Single Family-5 (CZ R-5) District. The site is located along the south side of W. Lexington Avenue, approximately 880 feet west of Wallburg-High Point Road.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their November 10, 2020 regular meeting and took final action when the meeting was reconvened on November 12, 2020. On the date of final action, all members of the Commission were present except for Mr. Mark Walsh, Ms. Angela McGill and Ms. Joan Swift. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant, Mr. David Michaels, representing Windsor Investment, 5603 New Garden Village Drive, Greensboro, was in attendance remotely. Mr. Michaels provided a remote visual presentation (PowerPoint slide presentation) and outlined Windsor Investments proposal to develop a single-family subdivision on this site. A concept plan, for presentation purposes only, was shown and Mr. Michaels addressed traffic, stream impacts, stormwater management and access issues pertaining to the site. In conclusion, he provided a summary of their neighborhood meeting in which four adjacent property owners attended.

An email in opposition to this request was submitted by Mr. H. Swaim. Mr. Swaim owns land abutting the proposed zoning site and he does not want the zoning change to allow a high number of homes to be built (Email comment submitted Nov. 3, 2020).

The Commission had questions of staff as to how density would be calculated since the applicant noted that 30 to 40 percent of the site would be undeveloped due to the steep topography and stream impacts, and whether there were any concerns of staff related to the intensity of development. Also, based on a conceptual site plan presented by the applicant showing only one access point, the Commission questioned whether the proposed access would be sufficient for an approximately 102-unit residential subdivision.

Mr. Shannon responded by noting that 133 dwelling units are permitted under the current R-3 District. Due to the various environmental impacts of the site, the applicant anticipates only being able to develop 100 to 105 dwelling units under the proposed CZ R-5 District. The CZ R-5 District will provide flexibility in lot sizes to work around the site's various environmental constraints. Finally, Mr. Shannon stated that the Development Ordinance governs the required number of access points to be provided. A residential development with 51 to 150 dwelling units is required to have two points of access to an improved public right-of-way. However, if the applicant can document no other street access points can be located to the site due to existing lot configurations, absence of connecting streets, environmental, or topographic constraints; or that the NCDOT will not authorize the required number of entrances, then they are exempted from this requirement.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 6-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 6-0 to approve the following statement:

That Zoning Map Amendment 20-22 is consistent with the City's adopted policy guidance because the allowable uses and density of the proposed CZ R-5 District are supported by the adopted Land Use Plan and the Northeast Davidson Area Plan. Furthermore, the request is reasonable and in the public interest because prior zoning approvals have allowed both single family and twin home developments along this segment of the W. Lexington Avenue corridor at similar densities.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-20-22
November 10, 2020**

Request	
Applicant: Windsor Investment, LLC	Owner: Edgedale Partners, LLC
Zoning Proposal: To rezone approximately 44.6 acres	From: R-3 Residential Single Family - 3 District
	To: CZ R-5 Conditional Zoning Residential Single Family-5 District

Site Information	
Location:	The site is located along the south side of W. Lexington Avenue, approximately 880 feet west of Wallburg-High Point Road.
Tax Parcel Number:	Davidson County Tax Parcels 1630100000013, 1630100000013B, 1630100000020 and 1630100000053
Site Acreage:	Approximately 44.6 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has a moderate to severely sloping terrain, is heavily wooded and is impacted by three streams. A perennial stream runs from north to south through the middle of the site and a separate stream runs along its southern boundary. The southern boundary of the site is also impacted by the perennial stream floodway and its 100 and 500-year flood zone areas. There is also an intermittent stream that runs along the western boundary of the site. Finally, a 68-foot wide Duke Power easement runs through the middle of this tract of land.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along W. Lexington Avenue. An 8-inch City water line lies adjacent to the eastern boundary of the site and runs through the middle of the southern half of this tract of land.
General Drainage and Watershed:	The site drains in a southerly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Depending upon development intensity, stormwater control measures may be required.
Overlay District:	Yadkin Pee-Dee (non-water supply) watershed

Adjacent Property Zoning and Current Land Use			
North:	R-3	Residential Single Family - 3 District	Undeveloped
South:	RS	Low Intensity Residential District (Davidson County)	Undeveloped
East:	R-3 RS	Residential Single Family - 3 District Low Intensity Residential District (Davidson County)	Undeveloped parcels and single family dwellings
West:	R-3 RS	Residential Single Family - 3 District Low Intensity Residential District (Davidson County)	Undeveloped and single family dwellings

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Obj. 1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes. Obj. 2D: Develop an extensive network of sidewalks throughout all neighborhoods, and provide greenways where opportunities exist.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goals and objective 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 #4: Ensure that all required public services and facilities are sequenced to meet demands of development. 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. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development.
Relevant Area Plan:	<u>Northeast Davidson County Area Plan</u> This plan, adopted in 2002, anticipates that single-family detached housing will be the predominant type of residential development in the area. In keeping with its Land Use Plan designation, the site is designated Low Density Residential. The plan includes several policies, goals and objectives to help guide future development in the area, the relevant points of which are summarized as follows: • Develop land with consideration for the environmental and physical constraints, including steep slopes, streams and flood plains, as well as any historic resources; • Street access to new developments should be limited and connect to existing streets or provide stub streets to adjacent land, while also allowing for alternative means of transportation; and • Essential public facilities should be available to adequately serve the proposed density of the development, and higher density development should provide amenities, such as useable common area.
Zoning History:	Previous zoning approvals in this general area, approximately ¾ mile west of this current site, consist of R-3 District for the Ridgeland Downs single family subdivision in 1985 (ZA-85-10) and the CU-R-3 District for both the Swansgate single family subdivision in 1993 (ZA-93-07) and the Swans Landing single family subdivision in 2004 (ZA-04-03). There is also the Pennfield subdivision, which received a Planned Unit Development - Residential (PDR) District in 2003 (ZA-03-01), for a combination townhome/single family development.

	Previous zoning decisions associated with this current 44.6 acre tract of land are as follows: <u>Zoning Map Amendment 92-01</u>: This 1992 zoning approval established the current zoning over the four parcels associated with this current request. It consisted of 16 parcels, totaling 80 acres, and included abutting parcels to the north and east of the current zoning map amendment application. <u>Zoning Map Amendment 00-10</u>. This 2000 zoning request proposed to zone the northern 11 acres of this current zoning site to facilitate development of a 120-unit congregate care facility. This request was denied.
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Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	W. Lexington Avenue		Major Thoroughfare	210 feet
Vehicular Access:	Vial public street connection to W. Lexington Avenue			
Traffic Counts: (Average Daily Trips)	W. Lexington Avenue		5,800 AADT NCDOT 2019 Traffic Counts	
Estimated Trip Generation:	A 102 lot residential subdivision is proposed to be developed on this site. This use is anticipated to generate approximately 963 daily trips during a 24-hour time period, with approximately 58 AM peak hour trips (6am – 9am) and approximately 65 PM peak hour trips (4pm – 7pm).			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u>	<u>No</u> X	A TIA is not required. This analysis is only required for residential developments that generate more than 150 trips within the AM or PM peak hours.	
Conditions:	<u>Right-of-way Dedication</u> : The property owner shall dedicate a minimum of fifty (50) feet of right-of-way, as measured from the existing centerline of West Lexington Ave, along the entire frontage of the zoning site.			

School District Comment				
Davidson County Schools				
Local Schools:	Enrollment: 2020 – 2021 (20 th day of class)	Maximum Design / Built Capacity: (2020 – 2021):	Mobile Classrooms:	Projected Additional Students:
Friendship Elementary	455	627	0	16
Ledford Middle	655	650	1 Pod & 6 Mobile	16
Ledford High	889	967	3	16
School District Remarks: No additional comments.				

Details of Proposal
The applicant is requesting rezoning of this 44.6 acre tract of land from its current R-3 District to a CZ R-5 District to facilitate the development of a single family subdivision. The R-3 and R-5 Districts are similar in that they are both principally intended for the development of single family detached dwellings served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed in both of these residential zoning districts.

Although similar, there are two distinguishable differences between the R-3 and R-5 Districts. The first being the allowable development density. The R-3 District permits development up to three dwelling units per acre while the R-5 District allows smaller lot sizes that permits development up to five dwelling units per acre. The second is that the R-5 District allows single family attached (twin home) developments, provided such development occurs on a tract of land five acres and larger. Development Ordinance standards limit the maximum number of attached dwellings to two units in the R-5 District to ensure building bulks are compatible with adjacent single family detached homes.

The site is impacted by multiple physical constraints, which include three streams, a Duke Power overhead transmission line easement and steep terrain. Because of these constraints, the applicant is requesting rezoning to a CZ R-5 District to allow for some flexibility in the way the site maybe developed. Included with this request is a conditional zoning ordinance in which the applicant has offered to dedicate land for right-of-way widening/improvements.

Staff Analysis

Section 2.4.6.C. of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The allowable uses and density of the proposed CZ R-5 District are supported by the adopted Land Use Plan and the Northeast Davidson Area Plan.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

Prior zoning approvals have allowed both single family and twin home developments along this segment of the W. Lexington Avenue corridor at similar densities.

Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
- Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development
- Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.

The Land Use Plan designates this portion of the City's Planning Area as Low Density Residential which supports residential development up to a density of five dwelling units per acre. The requested CZ R-5 District permits residential development at a maximum density of five dwelling units per acre. The site is encumbered by three streams, steep topography along the stream corridors and a Duke Power easement. Along these stream corridors, lands are further impacted by required stream buffers, and flood zone areas. Due to these constraints the applicant anticipates approximately 35% to 40% of the site will remain as open space areas and development limited to approximately 100 to 105 single family dwellings or a density of approximately 2.3 units per acre.

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. Current traffic counts along this segment of W. Lexington Avenue exceed 5,000 trips during a 24-hour time period. The Transportation Department has noted that installation of a turn lane will be required, as part of subdivision approval, at the W. Lexington Avenue entrance to the site. The condition offered by the applicant to dedicate right-of-way, along the sites W. Lexington Avenue frontage, will ensure there is sufficient road width to install this required improvement.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protect habitat. ❖ The site is within the Yadkin Pee-Dee (non-water supply) watershed. If development, grading and site improvements exceeds one acre in area and if the sites built-upon area exceeds 24%, stormwater control measures are required to mitigate runoff. Even if built-upon area exceeds 6% but is under 24%, then some alternate stormwater measures are required. ❖ Stream buffer standards must be met where any classified stream crosses or is adjacent to the site. Stream buffer widths range from 50 feet to 100 feet (along both sides of a stream), depending on how a stream is classified and the intensity of development. Furthermore, to reduce soil erosion and minimize excess stormwater runoff, the Development Ordinance requires a wider stream buffer width be provided where a classified stream abuts steep slopes in excess of 15%.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The site is within an area currently served by City of High Point utilities and municipal services. The zoning submittal has no known adverse impacts on municipal services.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands. This zoning map amendment request will not introduce any new land uses to this area. Prior zoning approvals have supported both single family detached and single-family attached (twin home) developments along this segment of W. Lexington Avenue.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

There have been no changes in land development in this area since the adoption of the Northeast Davidson Area Plan in 2002.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

Other properties along this segment of the W. Lexington Avenue corridor have received zoning approval to permit a mixture of single family detached and single family attached (twin home) uses. The requested CZ R-5 District will continue to promote a similar residential use pattern.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone 44.6 acres parcel to the CZ R-5 District.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

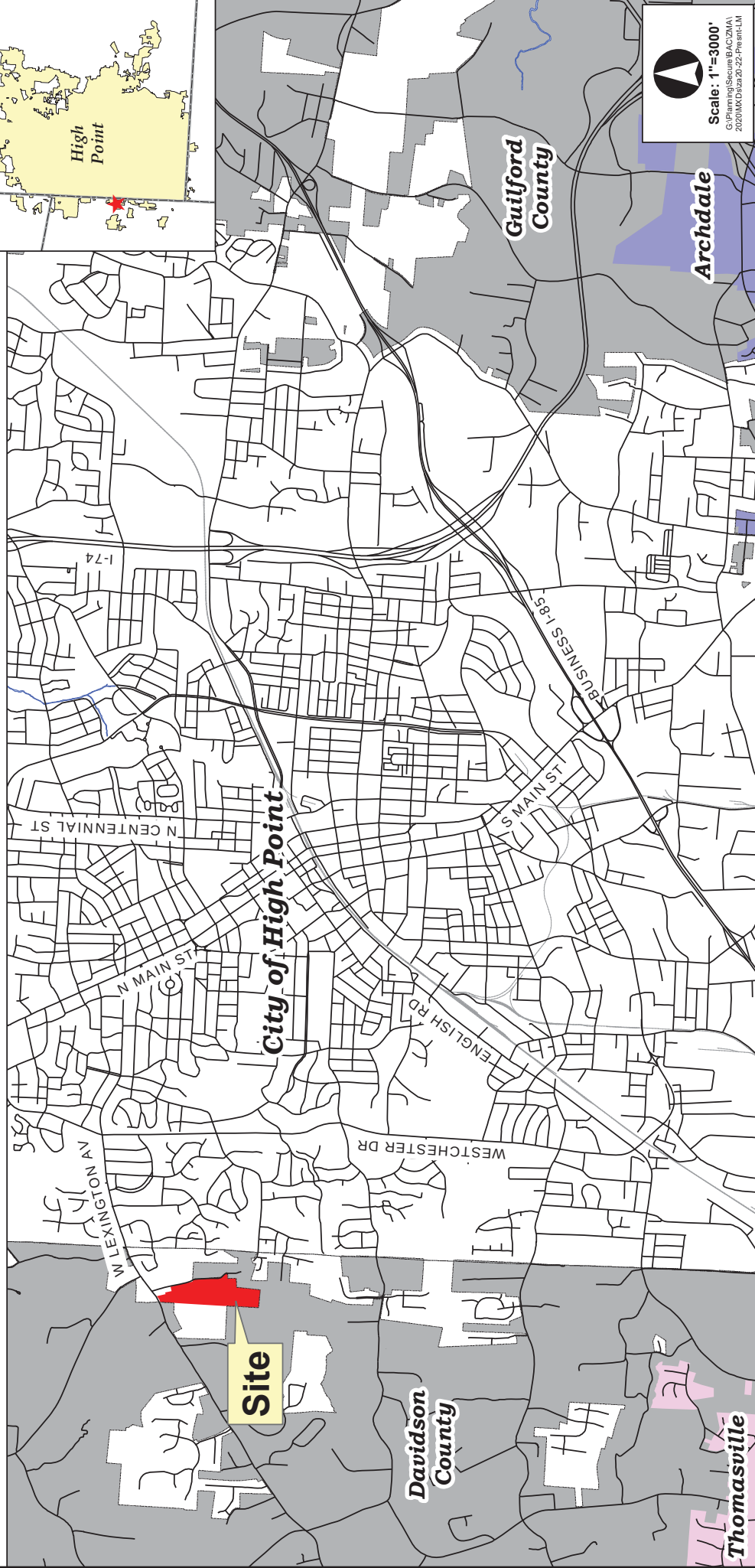
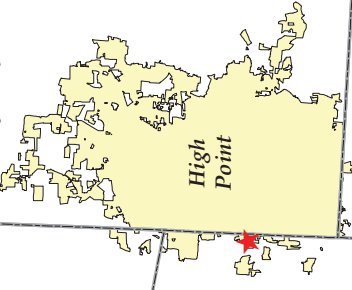
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Chris Andrews AICP, Development Administrator and Lee Burnette AICP, Director.

LOCATION MAP

ZONING MAP AMENDMENT ZA-20-22

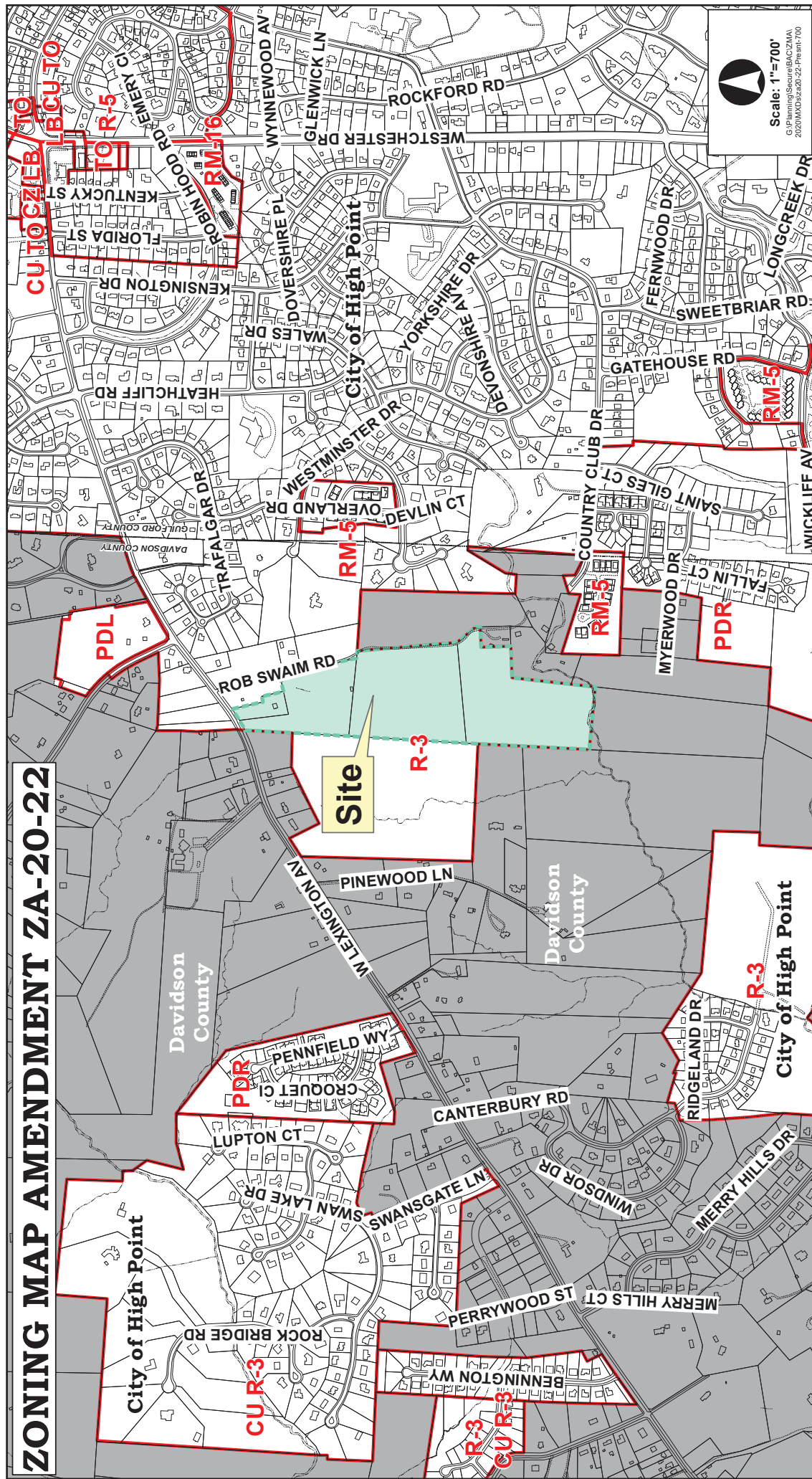
Applicant: Windsor Investment LLC

Vicinity Map

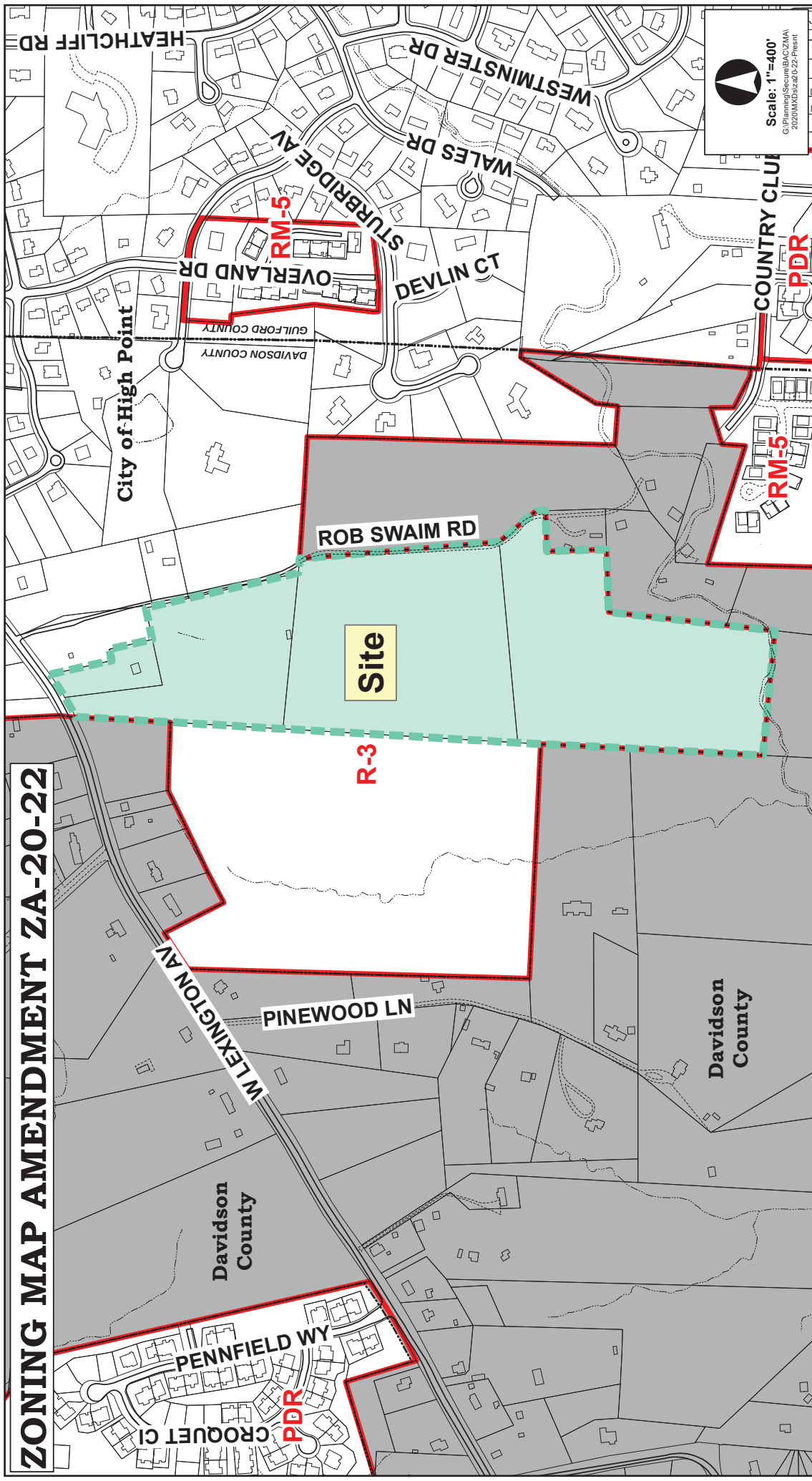


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2020MK Data 20-22-Permit-LM

ZONING MAP AMENDMENT ZA-20-22



ZONING MAP AMENDMENT ZA-20-22



Scale: 1"=400'
City Planning/Securities/ZMA
2020/MD/Dr/20-22-Pre/Int

Site

R-3

PINEWOOD LN

W LEXINGTON AV

PENNFIELD WY

PDR

RM-5

OVERLAND DR

DEVLIN CT

ROB SWAIM RD

RM-5

PDR

COUNTRY CLUB

Davidson
County

Davidson
County

City of High Point

DAVIDSON COUNTY
GUILFORD COUNTY

ZONING MAP AMENDMENT ZA-20-22

Low-Density Residential

Office

Future Growth Area

Recreation/Open Space

Site

Davidson County

City of High Point

Guilford County

Rob Swaim Rd

Lexington Av

Rockford Rd

Westchester Dr

Glenwick Ln

Wynnewood Av

Dovershire Pl

Wales Dr

Devonshire Dr

Yorkshire Dr

Donshire Av

Fernwood Dr

Sweetbriar Rd

Gatehouse Rd

Country Club Dr

Saint Giles Ct

Wickliff Av

Longcreek Dr

Myerwood Dr

Fallin Ct

Devlin Ct

Overland Dr

Westminster Dr

Heathcliff Rd

Kensington Dr

Florida St

Kentucky St

Robinson Rd

Emery Ct

Pinewood Ln

Pennfield Wy

Croquet Ct

Lupton Ct

Swan Lake Dr

Swansgate Ln

Canterbury Rd

Windsor Dr

Perrywood Ln

Bennington Wy

Rock Bridge Rd

Merry Hills Dr

Ridgeland Dr

Scale: 1"=700'

G.P. Planning/Secure/BAC/2MA/

2020/MXD/3/2/22-Pre/ent-700

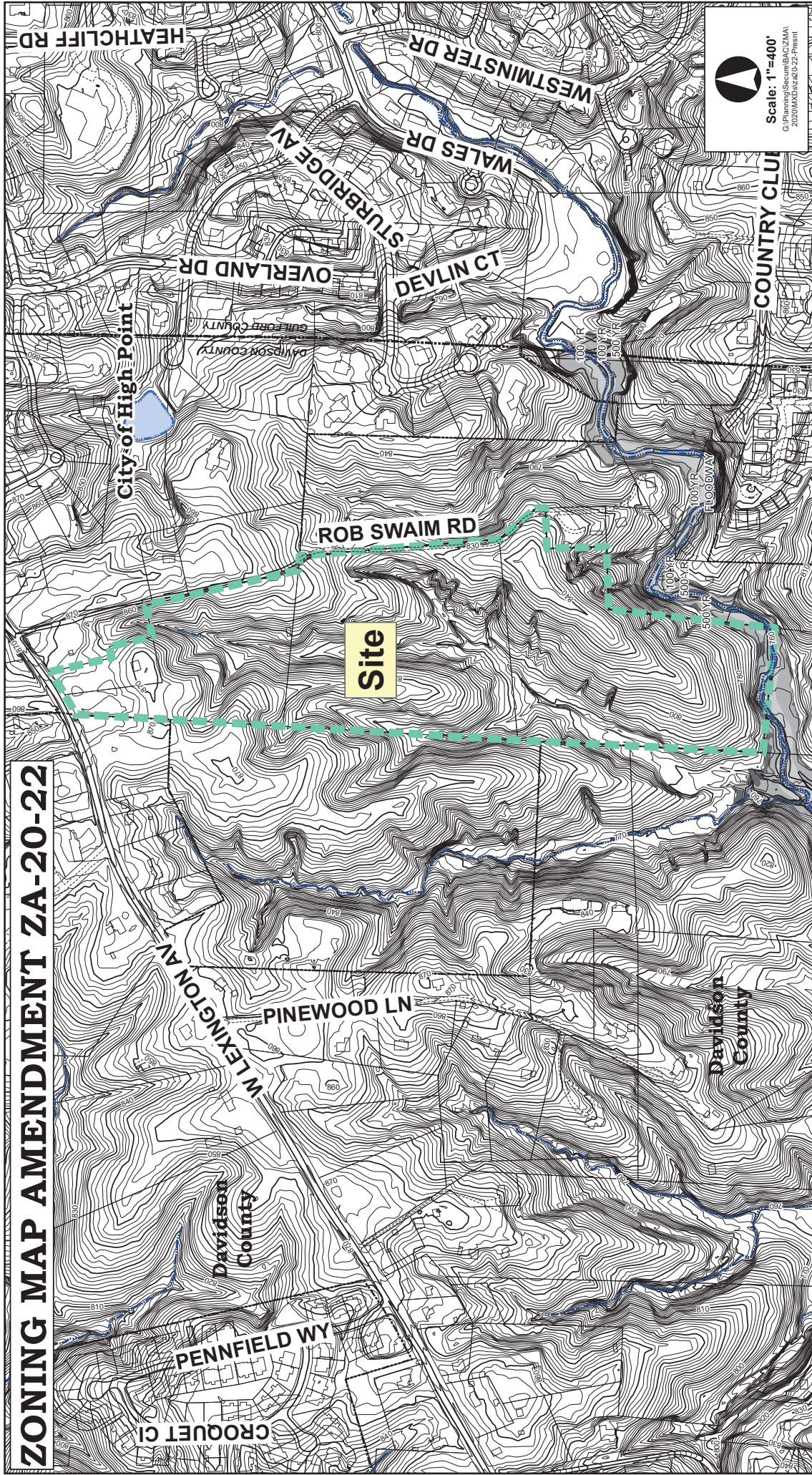
Site

county

**Future
Growth Area**

 **Scale: 1"=700'**
G:\Planning\Secure\IABSE\MAI
2020\MXData\20-22-Present-700

ZONING MAP AMENDMENT ZA-20-22




Scale: 1"=400'
City Planning (Securities) ZMA
2020 MMD No. 20-22-2 Present

[illegible][illegible]

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
COUNTRY CLUB DR
ROB SWAIM RD
PINWOOD LN
LEXINGTON AV
PENNFIELD WY
CROQUET CI

City of High Point
DAVIDSON COUNTY
GUILFORD COUNTY
Davidson County

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Print

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
COUNTRY CLUB DR
ROB SWAIM RD
PINWOOD LN
LEXINGTON AV
PENNFIELD WY
CROQUET CI

City of High Point
DAVIDSON COUNTY
GUILFORD COUNTY
Davidson County

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Print

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
COUNTRY CLUB DR
ROB SWAIM RD
PINWOOD LN
LEXINGTON AV
PENNFIELD WY
CROQUET CI

City of High Point
DAVIDSON COUNTY
GUILFORD COUNTY
Davidson County

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Print

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
COUNTRY CLUB DR
ROB SWAIM RD
PINWOOD LN
PENNFIELD WY
CROQUET CT
LEXINGTON AV

City of High Point
DAVIDSON COUNTY
GUILFORD COUNTY
Davidson County

Scale: 1"=400'
GIS Planning Section BAC/2MA
2020/04/02/20-22-Prent

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
COUNTRY CLUB DR
ROB SWAIM RD
PINEWOOD LN
LEXINGTON AV
PENNFIELD WY
CROQUET CT

City of High Point
DAVIDSON COUNTY
GUILFORD COUNTY
Davidson County

Scale: 1"=400'
GIS Planning Section BAC/CZMAI
2020 MMDX Data 0-22 Present

ZONING MAP AMENDMENT ZA-20-22

Site

Lexington Av
Pinewood Ln
Rob Swaim Rd
Overland Dr
Sturbridge Av
Devlin Ct
Wales Dr
Westminster Dr
Heathcliff Rd
Pennfield Wy
Croquet Ct

Davidson County
City of High Point

Scale: 1"=400'
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ZONING MAP AMENDMENT ZA-20-22

Site

Lexington Av
Rob Swaim Rd
Pinewood Ln
Pennfield Wy
Croquet Ct
Overland Dr
Sturbridge Av
Wales Dr
Westminster Dr
Heathcliff Rd
Country Club Dr

Davidson County
City of High Point

Scale: 1"=400'
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[illegible]

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
DAVIDSON COUNTY
GUILFORD COUNTY
CITY OF HIGH POINT
ROB SWAIM RD
LEXINGTON AV
PINWOOD LN
PENNFIELD WY
CROQUET CT
DAVIDSON COUNTY

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Prent

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
DAVIDSON COUNTY
GUILFORD COUNTY
CITY OF HIGH POINT
ROB SWAIM RD
LEXINGTON AV
PINWOOD LN
PENNFIELD WY
CROQUET CT
DAVIDSON COUNTY

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Prent

ZONING MAP AMENDMENT ZA-20-22

Site

HEATHCLIFF RD
WESTMINSTER DR
WALES DR
STURBRIDGE AV
DEVLIN CT
OVERLAND DR
DAVIDSON COUNTY
GUILFORD COUNTY
CITY OF HIGH POINT
ROB SWAIM RD
LEXINGTON AV
PINWOOD LN
PENNFIELD WY
CROQUET CT
DAVIDSON COUNTY

Scale: 1"=400'
GIS Planning Section BAC/CZMA
2020 MMD Map 02-02-22-Prent

[illegible]

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 10, 2020 and before the City Council of the City of High Point on December 7, 2020 regarding **Zoning Map Amendment Case 20-22 (ZA-20-22)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on November 2, 2020, for the Planning and Zoning Commission public hearing and on November 25, 2020 and December 2, 2020, 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 9, 2020**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Single Family – 5 (CZ R-5) District**. The property is approximately 44.6 acres, located along the south side of W. Lexington Avenue, approximately 880 feet west of Wallburg-High Point Road. The property is also known as Davidson County Tax Parcels. 1630100000013, 1630100000013B, 1630100000020, and 1630100000053.

SECTION 2

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

Part I. **USES:** Any uses allowed in the Residential Single Family – 5 (R-5) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. **CONDITIONS:**

A. **Transportation Conditions.**

1. **Right-of-way Dedication:** As a part of Land Development Permit approval, the property owner shall dedicate a minimum of fifty (50) feet of right-of-way, as measured from the existing centerline of W. Lexington Avenue, along the entire frontage of the zoning site.

2. Other Transportation Conditions: The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

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 that are 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.

Adopted by the City Council
City of High Point, North Carolina
The 9th day of **December, 2020**

By: _____

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 20-22

Submitted by: Mr. Charlie Hall, on behalf of
Windsor Investments



October 16, 2020

Mr. Herbert K. Shannon, Jr. AICP
Senior Planner/ Zoning Coordinator
City of High Point
211 S. Hamilton, Room 316
High Point, NC 27260

Via E-mail: herb.shannon@highpointnc.gov

RE: City of High Point Rezoning/Annexation from R3 to COHP CZ R-5- 44.66 acres on W. Lexington Ave by Windsor Investments, LLC.

Report- Citizen Information Meeting held October 14, 2020 via Zoom

The meeting began at 3:00pm

There were 4 property owners in attendance. See attached sheet with homeowners names and addresses.

Also, in attendance were David Michaels, Tom Hall and Charlie Hall representing Windsor Homes.

A notification letter was mailed on October 7, 2020 to 19 unique addresses as supplied by the City of High Point Planning Dept. The letter and the list of participants/addresses to which it was mailed is attached.

The required statement provided by the High Point Planning and Development Dept. was included in the mailer. A copy is attached.

The most up to date concept plan from Borum, Wade and Associates, P.A. was shown to the attendees of the meeting in order to better explain our plans for this site. A copy of the plan is attached.

Mr. Michaels gave an introduction, explained the purpose of the meeting, went over the development plan and fielded any questions/concerns from the homeowners.

A summary of the questions and responses is also attached.

Submitted by,

Charlie Hall

Report- Citizen Information Meeting held October 14, 2020 via Zoom

Q & A

Karen Allred- 229 Rob Swaim Rd.

- Was on the call but she was having technical difficulties and never expressed any concerns.

Alfred Perryman- 229 Rob Swaim Rd.

Q: Where does the stub street go connecting to Rob Swaim Rd?

A: This is a connection point for High Point future planning.

Q: Entrance to subdivision is at low spot off of W Lexington Ave – A lot of cars / traffic come around this corner. Has Windsor put any thought into this location?

A: This location will be decided by the City of High Point and NCDOT. They have indicated that we may be required to put in a left turn lane when headed west. Improvements on the street are subject to NCDOT and COHP. We are required to dedicate a 50 FT ROW from the center line on W Lexington Ave for future improvements.

Q: How many homes? At 5 units per acre that would be over 200 homes.

A: Windsor plans to build about 100 single family detached homes on around 7500 sq ft lots. The site has many challenges with many streams and topography, and we don't want to over stress the land with too many homes.

Q: what is the price range of the future houses?

A: Whatever the market can handle at the time of sale.

Q: Is there a plan to move the overhead power line at Rob Swaim Drive?

A: We have no to offset this line. The City of High Point has control over this site and will determine how they tie in and bring power to the site to serve our development.

Q: What about the wildlife in the area? Where will they go?

A: We are leaving approx. 40% of site as is, as open space, so they should have plenty of space to roam.

Q: He has had previous issues with police and emergency services not knowing who will show up as site is in between counties.

A: Our site has already been annexed into the City of High Point so there should not be any confusion moving forward.

Robert Walters from Davidson Water – PO BOX 969. Welcome, NC 27374

Q: Curious where the subdivision was located

A: Questions answered after sharing the development plan on screen

Q: Can a copy be emailed?

A: This is a conceptional plan as of now. We will provide a copy of plan after we are further along in approval process.

Q: Will Windsor put turn lanes on W Lexington Ave? Concerned about water lines along W Lexington Ave. They are constructed from PVC – would need to be removed to adhere to code. PVC pipes can not be paved over.

A: Windsor needs to know size of water mains. Contact did not know. We will refer his comments to our engineer for further consideration.

Hal Swaim – 1987 George Town Rd. Kernersville, NC 27284

Comments –

Owns land on W Lexington Ave

Family has owned property for over 100 years, used to own 96 acres in the area.

Property is very rough and has a lot of low-lying areas.

Prefers the land to not be developed but understands that he “can not stop time”

Concerns about unsuitable wet soils. To be investigated by Windsor. Will do soil studies before construction process.



October 7, 2020

To: Property Owners near property on W. Lexington Avenue, High Point, NC

Re: Proposed Rezoning – 44.66 acres

Windsor Investments has requested a rezoning for property located off of W. Lexington Ave and Rob Swaim Rd. The City of High Point will hold a series of meetings to review this request with the public hearing to be held on **Tuesday, November 10, 2020**. If you have not already, you should receive additional information from the City with details of this meeting. Due to COVID-19, this meeting may be held virtually, and instructions to participate and watch live will also be provided in advance from the City of High Point.

The zoning we are requesting is a change from R-3 to CZ-R-5. The CZ-R-5 zoning classification allows a mixture of housing types; however, we are proposing a development consisting of single-family homes. If approved, Windsor will be the developer and the builder for the entire site. The final development plan will be determined as additional approvals are requested and permitting is obtained.

In an effort to adequately discuss any questions or concerns related to this rezoning, we will be holding a zoom call at **3:00PM on Wednesday, October 14, 2020**. If you would like to participate in the Zoom meeting, we ask that you submit your name, physical address, and any other contact information along with your questions and/or concerns via email to chall@windsorinvestments.com on or before 5:00PM on Tuesday, October 13, 2020. Once your email is received, we will reply with Zoom invitation and access code to be able to join the meeting. If you are unable to participate in meeting, we are happy to respond to your questions or concerns directly via email.

We appreciate your consideration and look forward to responding to your inquiries.

Yours truly,

Charlie Hall
Land Acquisition & Development

City of High Point
Citizen Information Meetings



Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person filing an application, otherwise known as the applicant, the opportunity to inform citizens about their development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a description of the development proposal and are encouraged to share any other available information that would help citizens to better understand it.

After the application is filed with the City's Planning & Development Department, the applicant submits to the City a written summary of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;
- A list of meeting attendees;
- If the meeting was conducted as a series of telephone calls;
- The description of the development proposal presented to the attendees; and
- A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the site. This notice provides a brief summary of the application; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the site.

Development conditions can be adopted by the City Council for a Conditional Zoning District, Planned Development District, or Special Use. However, no condition can be included that:

- Specifies the ownership status, race, religion, or other characteristics of the development's occupants;
- Establishes a minimum size of a dwelling unit;
- Establishes a minimum value of buildings or improvements;
- Excludes residents based upon race, religion, or income; or
- Obligates the City to perform in any manner relative to the approval of or development of the land.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the website below for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

ALLRED KAREN ALLRED JASON
229 ROB SWAIM ROAD
HIGH POINT NC 27262

BIRO LADD J JR
17508 LIBBY ROAD
MAPLE HEIGHTS OH 44137-0000

CARTY DOUGLAS F ET ALS
403 PINEWOOD LANE
HIGH POINT NC 27260-0000

CARTY DOUGLAS F ET ALS
403 PINEWOOD LANE
HIGH POINT NC 27260-0000

CARTY MIRIAM C TRUSTEE
403 PINEWOOD LANE
HIGH POINT NC 27262

CITY OF HIGH POINT
P O BOX 230
HIGH POINT NC 27261-0230

COUNTRY CLUB WEST HOMEOWNERS
ASSOCIATION THOMAS ADKISSON
1841 COUNTRY CLUD DR
HIGH POINT NC 27262-5892

DAVIDSON WATER INC
PO BOX 969
WELCOME NC 27374-0969

EDGEDALE PARTNERS LLC
PO BOX 5778
HIGH POINT NC 27262-0000

EDGEDALE PARTNERS LLC
PO BOX 5778
HIGH POINT NC 27262-0000

EDGEDALE PARTNERS LLC
PO BOX 5778
HIGH POINT NC 27262-0000

EDGEDALE PARTNERS LLC
PO BOX 5778
HIGH POINT NC 27262-0000

KENNEDY BRADLEY G RIDGE CAROLYN ANNETTE
134 NOBBIN RIDGE RD
HIGH POINT NC 27265

KHAN TARIQ PERVEZ KHAN TAHIR P
1618 W LEXINGTON AVENUE
HIGH POINT NC 27262-0000

KHAN TARIQ PERVEZ KHAN TAHIR P
1618 W LEXINGTON AVENUE
HIGH POINT NC 27262-0000

MATTHEWS WILLIAM FRED LOKE MONICA WEI-
FUNN
1415 WESTMINSTER DR
HIGHPOINT NC 27262

MATTHEWS WILLIAM FRED LOKE MONICA WEI-
FUNN
1415 WESTMINSTER DR
HIGH POINT NC 27262

PUSCHINSKY RICHARD W PUSCHINSKY
CAROLINE
1201 STURBRIDGE AVE
HIGH POINT NC 27262

SHOWPLACE PROPERTIES LLC
P O DRAWER 2086
HIGH POINT NC 27261-0000

SWAIM HAL ANTHONY SWAIM TERESSA B
1987 GEORGETOWN RD
KERNERSVILLE NC 27284

SWAIM HAL ANTHONY SWAIM TERESSA
1987 GEORGETOWN RD
KERNERSVILLE NC 27284

SWAIM JED TYLER
616 ROB SWAIM RD
HIGH POINT NC 27262

SWAIM JED TYLER
616 ROB SWAIM RD
HIGH POINT NC 27262

SWAIM JED TYLER
616 ROB SWAIM RD
HIGH POINT NC 27262

SWAIM JED TYLER
616 ROB SWAIM RD
HIGH POINT NC 27262

SWAIM MYRTLE HEIRS
3227 FORSYTH DRIVE
GREENSBORO NC 27407-0000

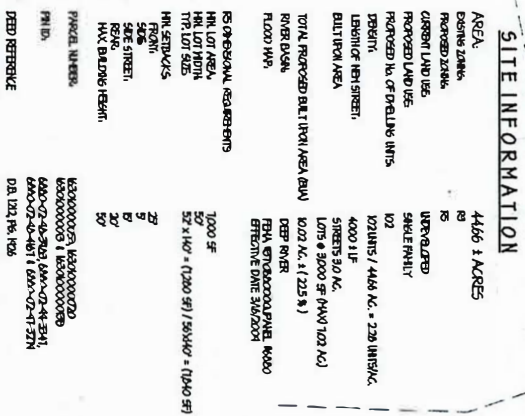
VALLEYFIELDS FARM INC
317 W HIGH ST 10TH FLOOR
HIGH POINT NC 27260-4950

VALLEYFIELDS FARM INC
PO BOX 1350
HIGH POINT NC 27261-0000

VALLEYFIELDS FARM INC
317 W HIGH ST 10TH FLOOR
HIGH POINT NC 27260-4950

VALLEYFIELDS FARM INC
317 W HIGH ST 10TH FLOOR
HIGH POINT NC 27260-4950

WASHBURN A JORDAN
PO BOX 5351
HIGH POINT NC 27262-0000



53 LOTS (4.56' X 140')
NORTH OF POWER LINE

SITE INFORMATION

[illegible]

TRAFALGAR DRIVE
(30' Right of Way) (P.L.C.)

FEASIBILITY STUDY FOR
EDGEDALE PARTNERS, LLC
W. LEXINGTON AVENUE
HIGH POINT, NORTH CAROLINA 27662
THOMASVILLE TOWNSHIP, DAVIDSON COUNTY

OVER/ELEMENTS
CONCEPT PLAN
#3

DEPARTMENT	NO.1
DATE	APRIL 03, 2008
BY: CACM	
SHEET TITLE	
FILE NO.	FVW629KULCJG7GN AMEABERT
DRAWING SCALE	1"=30'
PAN SHEET NO.	

BWA
Engineers
Planners

Curran, Wake and Associates, P.A.

411 Empire Court, Suite 100, Greensboro, NC 27401-7711
P.O. Box 11181, Greensboro, NC 27105-1182
Phone 336-737-0671 Fax 336-737-3119
Web: www.cwa-c.com
N.C. License #C-0414

**HIGH POINT CITY COUNCIL
REGULAR MEETING
(Virtual Meeting)
NOVEMBER 16, 2020 – 5:30 P.M.
COUNCIL CHAMBERS**

MINUTES

As part of the city of High Point's on-going COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:31 p.m.

The recitation of the Pledge of Allegiance followed a Moment of Silence.

The Mayor the roll call for attendance. The following council members were present (9):

Mayor Jay W. Wagner (physically present)
Mayor Pro Tem Christopher Williams- Ward 2 (physically present)
Council Member Tyrone Johnson- At Large (remote participation)
Council Member Britt Moore- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (physically present)
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (physically present)

The following staff members were physically present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Lee Burnette, Director of Planning & Development; Herb Shannon, Planning & Development; Chris Andrews, Planning & Development; Lee Burnette, Director of Planning and Development; Michael McNair, Director of Community Development & Housing; Lori Loosemore, Local Codes Enforcement Supervisor; Kim Thore, ROW Coordinator; Angela Kirkwood, Human Resource Director; Aaron Holt, Human Resources Assistant Director; Sandy Dunbeck, Executive Vice President, High Point Economic Development Corporation; Marshall Yandle, Vice President, High Point Economic Development Corporation; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

The following staff members participated remotely:

Travis Stroud, Interim Chief of Police; JoAnne Carlyle, City Attorney; Loren Hill, President, High Point Economic Development Corporation; Laura Altizer, Senior Budget Analyst; Matt Carpenter, Transportation Engineer, Sr.

Others Participating in the meeting remotely were:

Jeff Hunter; and Tony Tsai

RECOGNITIONS AND PRESENTATIONS

2020-446 Proclamation - AmeriCorps/NCCC Day

Mayor Wagner will read a proclamation recognizing November 16th, 2020 as AmeriCorps/NCCC Day in the City of High Point and acknowledge members of Team Delta 1: Ethan Stupica, Elena Brown, Darius Holms Morton, Lili Gonzalez, John Paul Donoghue, Abigail Ihnat, and Jolanta Coles who have made a positive impact through national service in our community.

Mayor Wagner read the proclamation into the record declaring November 16, 2020 as AmeriCorps/NCCC Day in the City of High Point; and recognized the members of Team Delta in attendance. Ethan Stupica, Elena Brown, Darius Holms Morton, Lili Gonzalez, John Paul Donoghue, Abigail Ihnat, and Jolanta Coles.

[applause] [photo op followed]

STRATEGIC PLAN UPDATE

Mayor Wagner advised that there was no strategic plan update at this time.

FINANCE COMMITTEE - Council Member Moore, Chair *Committee Members: Moore, Holmes, Jones, and Peters*

CONSENT AGENDA ITEMS

Finance Committee Chair Moore reported all finance items were discussed at the Finance Committee Meeting held on Thursday, November 12, 2020 at 4:00 p.m. and are being forwarded to the City Council with a favorable recommendation for approval.

Motion by Council Member Moore, seconded by Council Member Holmes to approve all matters on the Finance Committee Consent Agenda. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons

2020-447 Resolution - Sale of City Owned Property - 2435 W. English Road

City Council is requested to adopt a resolution accepting the offer of \$95,101.00 and authorize the sale of city owned property located at 2435 W. English Road through the upset bid procedure and direct the City Clerk to publish public notice of the proposed sale.

Adopted a resolution accepting the offer of \$95,101.00 and authorize the sale of city owned property located at 2435 W. English Road through the upset bid procedure and direct the City Clerk to publish notice of proposed sale.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Resolution No. 1948/20-37

Resolution Book, Volume XX, Page 177

2020-448 Transit - Public Transportation Agency Safety Plan

City Council is requested to approve the Public Transportation Agency Safety Plan (PTASP) as submitted and authorize the City Manager and City Attorney to certify in the Transit Awards and Management System (TrAMS) completion of a PTASP.

Approved the Public Transportation Agency Safety Plan (PTASP) as submitted and authorize the City Manager and City Attorney to certify in the Transit Awards and Management System (TrAMS) completion of a PTASP.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this matter be approved. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-452 Ordinance - Budget Amendment - Transit Safety Officer Position

City Council is requested to adopt an ordinance to approve a budget amendment to appropriate federal grant revenue for the purpose of funding a new transit safety officer position.

Adopted a ordinance to approve a budget amendment to appropriate federal grant revenue for the purpose of funding a new transit safety officer position.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this ordinance be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Ordinance No. 7643/20-59
Ordinance Book, Volume XXI, Page 58

2020-449 Resolution - Transit System Drug & Alcohol Policy Update

City Council is requested to adopt a resolution to revise the current Transit System Drug & Alcohol Policy.

Adopted a resolution to revise the current Transit System Drug & Alcohol Policy.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Resolution No. 1949/20-38
Resolution Book, Volume XX, Page 178

PUBLIC HEARINGS

2020-450 Public Hearing - Resolution - Interlocal Agreement - 2020 Edward Byrne Memorial Justice Assistance Grant Funds - JAG

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the city of Greensboro, City of High Point and County of Guilford for shared use of the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Eric Olmedo, Assistant City Manager reported that under this year's 2020 Edward Byrne memorial Justice Assistance Grant (JAG), High Point would receive a total of \$49,297.60. The HPPD would use the funding as pledged for a portion of the City's current Municipal Lease agreement of WatchGuard 4RE/VISTA In-car camera / body-worn camera systems with Motorola Solutions. Payments would be made over a five-year timeframe. The first payment would not be until FY 2021-2022 on July 1, 2021. Council was requested to adopt this resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the JAG grant.

Travis Stroud, Interim Chief of Police noted that he was available to address any questions.

Council Member Moore asked if there were any questions for the applicant or the applicant's representative. There being none, he asked if any additional public comments were received. The clerk replied there were no additional comments received.

The Mayor announced that this matter would remain open for receipt of any additional comments for the required 24-hour period and City Council would be taking action on this matter on Wednesday, November 18, 2020 at 5:30 p.m.

2020-451 Public Hearing - Resolution - Platinum Collection Furniture Inc.

City Council is requested to adopt a resolution to approve a matching grant for a State of North Carolina Building Reuse Grant in the amount of \$3,600 and authorize the City Manager to provide this local match upon the company being awarded the grant by the State of North Carolina after a request from the company and Randolph County.

Sandy Dunbeck, Executive Vice President-High Point Economic Development Corporation extended greetings; recognized Marshall Yandle, Vice President-High Point Economic Development Corporation in attendance; and Loren Hill, President-High Point Economic Development Corporation participating remotely. Ms. Dunbeck made a PPP on Ariston Hospitality, Inc.; said that Platinum Collection Furniture, Inc of Alhambra, California, proposed to create 15 full-time jobs over the first two years with an average wage of \$37,147; would operate Ariston Hospitality Inc. at 1581 Prospect Avenue, High Point; would use the State of North Carolina Building Reuse Grant for this project with a local match of 5%; explained what the requirements were for the grant; and that the company would invest a total of \$1,527,000. The building is located in Randolph and Guilford county; and Randolph County had agreed to be the applicant for the project and would administer the grant. Ms. Dunbeck introduced Tony Tsai of Ariston Hospitality to speak on this matter.

Mr. Tsai extended greetings; shared a brief personal background; said he was a second generation for the furniture business; in 2006 he decided to supply commercial furniture; provided high-end contract furniture for hotels, senior living and hospital facilities; said he does a lot of business in Las Vegas; spoke to High Point's history with furniture; to being able to distribute on the east coast; provided a photo of what the building would look like after repairs, and renovations; said he would replace the existing roof; add new signs; a new HVAC system; new offices, and a showroom; thanked staff and council for the opportunity; and thanked the city of High Point for making him feel welcome.

Council Member Moore voiced appreciation for what Mr. Tsai accomplished; and said that he looked forward to taking action on this matter at the recessed meeting of council.

Mayor Wagner asked if there were any questions for the applicant or the applicant's representative. There being none, he asked if any additional public comments were received. The clerk replied there were no additional comments received.

The Mayor announced that this matter would remain open for receipt of any additional comments for the required 24-hour period and City Council would be taking action on this matter on Wednesday, November 18, 2020 at 5:30 p.m.

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson, Chair**2020-454 North Carolina Department of Transportation (NCDOT) - Speed Limit Concurrences**

City Council is requested to approve all concurring actions regarding speed limit ordinance updates for various routes throughout the city to ensure that the posted speed limit matches the most current ordinance for both the City and NCDOT.

Mark McDonald, Director of Transportation; extended greetings; said this was part of an ongoing NCDOT review of speed limits on state-maintained roads. There are 25 concurrence actions, most of which are combinations of correlating repeals and enactments. All are administrative and did not change the existing speed limits. Several are associated with changes to the routing of US 70, which was shifting off the US 29 corridor and is being placed on W. Wendover Avenue through Greensboro and into High Point, and would then overlap with NC 68 (portions of Eastchester Drive, Westchester Drive, and English Road) to Thomasville. Only one action made a change to an existing speed limit. This occurs on a segment of Skeet Club Road that NCDOT posted at 40 miles per hour many years ago, when Skeet Club was still a two-lane road. The current widening project, which was nearing completion, expanded the roadway to four lanes with a median and had a design speed of 50 miles per hour. Typically, speed limits are posted at 5 mph below the design speed, and NCDOT proposed updating the speed limit on Skeet Club Road to 45 mph to be in conformance with this standard practice.

Mayor Wagner noted that Business 85 designation would be illuminated; and become US 29; and moving Highway 70 to another route; and inquired on the timeframe for the signs referencing the changes to be installed. Mr. McDonald replied that the project would be completed within a year's timeframe.

Council Member Holmes asked if traffic lights would be installed in the Skeet Club area. Mr. McDonald replied yes; and that there were four new traffic signals included in the project.

A motion was made by Council Member Hudson, seconded by Council Member Jefferson, that the ordinances be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

**Ordinance No. 7644/20-60
Ordinance Book, Volume XXI, Page 59**

**Ordinance No. 7651/20-67
Ordinance Book, Volume XXI, Page 66**

**Ordinance No. 7652/20-68
Ordinance Book, Volume XXI, Page 67**

Ordinance No. 7653/20-69
Ordinance Book, Volume XXI, Page 68

Ordinance No. 7654/20-70
Ordinance Book, Volume XXI, Page 69

Ordinance No. 7655/20-71
Ordinance Book, Volume XXI, Page 70

Ordinance No. 7656/20-72
Ordinance Book, Volume XXI, Page 71

Ordinance No. 7657/20-73
Ordinance Book, Volume XXI, Page 72

Ordinance No. 7658/20-74
Ordinance Book, Volume XXI, Page 73

Ordinance No. 7659/20-75
Ordinance Book, Volume XXI, Page 74

Ordinance No. 7660/20-76
Ordinance Book, Volume XXI, Page 75

Ordinance No. 7661/20-77
Ordinance Book, Volume XXI, Page 76

Ordinance No. 7662/20-78
Ordinance Book, Volume XXI, Page 77

Ordinance No. 7663/20-79
Ordinance Book, Volume XXI, Page 78

Ordinance No. 7664/20-80
Ordinance Book, Volume XXI, Page 79

Ordinance No. 7665/20-81
Ordinance Book, Volume XXI, Page 80

Ordinance No. 7666/20-82
Ordinance Book, Volume XXI, Page 81

Ordinance No. 7667/20-83
Ordinance Book, Volume XXI, Page 82

Ordinance No. 7668/20-84
Ordinance Book, Volume XXI, Page 83

Ordinance No. 7669/20-85
Ordinance Book, Volume XXI, Page 84

Ordinance No. 7670/20-86
Ordinance Book, Volume XXI, Page 85

Ordinance No. 7671/20-87
Ordinance Book, Volume XXI, Page 86

Ordinance No. 7672/20-88
Ordinance Book, Volume XXI, Page 87

Ordinance No. 7673/20-89
Ordinance Book, Volume XXI, Page 88

Ordinance No. 7674/20-90
Ordinance Book, Volume XXI, Page 89

2020-455 Approval of South Main Street Welcome Sign

City Council is requested to approve the use of 2/3 Bonds/Main Street Improvements to purchase and install the South Main Welcome Sign and authorize staff to proceed with the project.

Mark McDonald, Director of Transportation said the new welcome sign would be similar to existing welcome signs throughout the city; transportation had reviewed with NCDOT and received a tentative approval on an identified site on South Main Street. Transportation would be gathering more information for an encroachment agreement and go back to NCDOT for final approval.

Council Member Peters inquired on the timeframe for this project. Mr. McDonald replied that he did not have that information at this time; and said it would take 30 days to process the encroachment agreement.

Council Members Peters thanked staff; said the sign would make the citizens feel more connected; referenced a prior meeting with businesses owners engaged on being inclusive; and spoke to being one big High Point.

Council Member Jefferson voiced appreciation to Council Member Peters for her efforts; said this was what business owners wanted; and spoke to having a great economy in High Point.

Council Member Johnson spoke to attending the meeting with the business owners on this request for a welcome sign; and spoke to being connected with the citizens/businessowners.

Approved the use of 2/3 Bonds/Main Street Improvements to purchase and install the South Main Welcome Sign and authorize staff to proceed with the project.

A motion was made by Council Member Hudson, seconded by Council Member Peters, that this matter be approved. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

COMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, Chair

2020-456 Ordinance - Demolition of Dwelling - 208 Lawndale Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 208 Lawndale Avenue belonging to Margaret Ann Robbins.

Lori Loosemore, Local Code Enforcement Manager requested that council place this item into pending until January to allow the owner more time to provide her with a plan for the property.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Holmes, that this matter be postponed and placed in pending. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

2020-457 Ordinance - Demolition of Dwelling - 311 Park Street

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 311 Park Street belonging Tracy Barbour.

Lori Loosemore, Local Codes Enforcement Manager, advised that this case was initiated by an inspector after observing the condition of the property. She then shared the following timeline for the property at 311 Park Street.

First inspection	8/20/2019
Hearing	9/9/2019 (no one appeared)
Order to Repair or Demolish	9/9/2019
Compliance Date	10/9/2019
Delinquent Property Taxes \$9,191.20	Years: 2011-2020

Mayor Pro Tem Williams asked if there were any questions of staff. Hearing none, he asked the clerk if any comments were received from anyone for or against this order; the clerk replied no comments were received.

Adopted ordinance to effectuate the demolition of a dwelling located at 311 Park Street belonging to Tracy Barbour.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Hudson, that this ordinance be adopted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

Ordinance No. 7645/20-61

Ordinance Book, Volume XXI, Page 60

2020-458

Ordinance - Demolition of Dwelling - 804 Meredith Street

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 804 Meredith Street belonging to James & Maggie Ratliff (deceased) Shirley LeGrande, Estate Administrator.

Lori Loosemore, Local Codes Enforcement Manager, advised that this case was initiated by an inspector after observing the condition of the property. Said Shirley LeGrande called the inspector and left a message that she would be out of town the day of the hearing. The inspector called Ms. LeGrande back and she advised the inspector that the city could tear the house down. The inspector advised if the city did this that a lien would be placed on the property for the cost of demolition. She then shared the following timeline for the property at 804 Meredith Street.

First inspection	10/10/2019
Hearing	12/31/2019 (no one appeared)
Order to Repair or Demolish	12/31/2019
Compliance Date	2/10/2020
Delinquent Property Taxes \$13,158.36	Years: 2007-2019

Council Member Holmes inquired if the city would own the property after demolishment. Ms. Loosemore replied no; a lien would be put on the property; and explained the lien process.

Mayor Pro Tem Williams asked if there were any questions of staff. Hearing none, he asked the clerk if any comments were received from anyone for or against this order; the clerk replied no comments were received.

Adopted ordinance to effectuate the demolition of a dwelling located at 804 Meredith Street belonging to Shirley LeGrande.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, that this ordinance be adopted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

Ordinance No. 7646/20-62
Ordinance Book, Volume XXI, Page 61

2020-459 Inclusion of Cedrow Subdivision Project in the Core city Homebuyer Incentive Program

City Council is requested to approve modifications to the Core City Homebuyer Incentive Program to develop nineteen (19) affordable housing units in a subdivision off Cedrow Drive and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Michael McNair, Community Development Director reported that the city had partnered with Community Housing Solutions and Pinnacle bank to develop 19 affordable housing units in a subdivision under construction off Cedrow Drive. All of the homes in the Cedrow subdivision would be sold to income eligible families. Staff requested inclusion of the subdivision in the eligible area for the Core City Homebuyer Incentive. The Core City Homebuyer Incentive program had been in place since late 2015. It provided a down payment/closing cost incentive that encouraged homebuyers at all income levels to buy homes in the defined areas of the Core City. Council approved an extension of the eligible area to Spring Brook Meadows on 1/19/16. To date, 174 families had received down payment assistance through the program. There would be no budget impact, the program would utilize existing appropriated resources (federal); the Community Development and Housing Department is recommending the approval for modifications to the Core City Home-Buyer Incentive Program and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Mayor Pro Tem Williams voiced appreciation to the Community Development Department, and the city for their efforts; spoke to home ownership having a generational impact; and said the program proved to be beneficial.

Council Member Moore inquired on the available funding left. Mr. McNair replied that an allocation of funding was done annually; said they budgeted on a regular basis; and acknowledged High Point University (HPU) for their support on this project.

Mayor Wagner echoed Mayor Pro Tem Williams' comments; spoke to the history of the program; said homeownership was important for stability in neighborhoods; and that he looked forward to continuing this program in the future.

Council Member Hudson reiterated Mayor Wagner's, and Mayor Pro Tem Williams' comments; and stated that this was how these types of projects were supposed to work.

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

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

PENDING ITEMS**2020-422 Ordinance - Demolition of Dwelling - 711 Hines Street**

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 711 Hines Street belonging to Dolores Lobo Martinez, property deed date 7/19/2019, Lis Pendens record 8/27/2018, Previous owner Isa Irina Reyes-Lobo.

PLANNING & DEVELOPMENT - Mayor Jay Wagner

Mayor Wagner noted that the following items would be voted on Wednesday, November 18, 2020; and provided information for submitting public comments.

PUBLIC HEARINGS**2020-463 Robert J. Hunter and Janice W. Hunter - Annexation 20-06**

A request by Robert J. Hunter and Janice W. Hunter for a voluntary noncontiguous annexation of an approximate 6.8 acre parcel located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road. The property is addressed as 8229 Tyner Road, and also known as Guilford County Tax Parcel 170870.

Herb Shannon, Senior Planner-Planning and Development Department advised that he would be providing a combined presentation for Annexation 20-06, and Zoning Map Amendment 20-18; and that these two items would need to be voted on separately.

Annexation 20-6: The applicant requested annexation to have access to City utilities to facilitate development of an industrial use. This property was situated in the northern portion of the City's planning area, and is designated on the adopted Land Use Map for Restricted Industrial uses. There had been a number of annexation approvals to allow Restricted Industrial type uses in this portion of the City's Planning area since the 1990s. The site abuts the City's corporate limits along its eastern boundary and was adjacent to parcels that were within the City limits to the east, west and south. This annexation petition represented a logical progression of the City's annexation policy for this area as the proposed annexation site abuts the City's corporate limits and City services and service vehicles were already present in this area. The annexation of this parcel would not negatively impact the City's ability to provide services in this area.

Zoning Map Amendment 20-18: A request by Robert J. Hunter to rezone approximately 6.8 acres from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to the Employment Center (EC) District. The site is located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road (8229 Tyner Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request. The Planning and Zoning Commission reviewed this request at their October 27, 2020 regular meeting and took final action when the meeting was reconvened on October 29, 2020; and recommended approval of the request as outlined in the staff report.

The applicant, Mr. Robert Hunter, was in attendance remotely but was unable to speak during the public hearing due to a technical problem with his microphone. Mr. Hunter was available to address any questions when the meeting reconvened on October 29, 2020. The Commission had no questions for the applicant; and there were no public comments received in regard to the request.

Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement: That Zoning Map Amendment 20-18 is consistent with the City's adopted policy's guidance because the Land Use Map Plan and Northwest Area Plan designate the area of the proposed zoning map amendment as Restricted Industrial, which supports warehouse and distribution and minor manufacturing uses. Furthermore, the request is reasonable and in the public interest because the EC District's allowable uses, and its building and site design standards are similar and compatible with previous CU-LI conditional zoning approvals granted in this area.

Jeff Hunter (applicant) noted that he was a long-time resident of Kernersville; purchased said property 18 months ago; and that he was working with different companies for light assembly.

Council Member Holmes asked for clarification on the type of assembly Mr. Hunter did. Mr. Hunter replied that that he would be aligned with home improvement companies; and spoke to the demand for this type of business.

Mayor Wagner asked if there were any further questions for the applicant or the applicant's representative. There being none, he asked if any additional public comments were received. The clerk replied there were no additional comments received.

The Mayor announced that this matter would remain open for receipt of any additional comments for the required 24-hour period and City Council would be taking action on the annexation case and the rezoning case on Wednesday, November 18, 2020 at 5:30 p.m.

2020-464

Robert J. Hunter-Zoning Map Amendment 20-18

A request by Robert J. Hunter to rezone approximately 6.8 acres from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to the Employment Center (EC) District. The site is located along the south side of Tyner Road, approximately 1,300 feet east of Sandy Ridge Road (8229 Tyner Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Please refer to 220-463 Annexation 20-06 for specific comments made at the public hearing.

2020-465 City of High Point-Zoning Map Amendment 20-19

A request by the High Point City Council to rezone 817 properties, totaling approximately 155 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Laurel Bluff Apartments (W. Wendover Avenue), Tarrant Trace Townhome development (Tarrant Road), Timberbrooke Condominiums (Tarrant Road), Fire Station #11 (3604 & 3610 Morris Farm Drive), Parkway Village Condominiums (Morris Farm Drive), Riverview Townhome/ Condominiums development (Morris Farm Drive/Tarrant Road), Piedmont Trace Townhome development (Morris Farm Drive/Tarrant Road).

Herb Shannon, Senior Planner-Planning and Development Department advised 110 phone calls were received with questions that staff did answer questions with explanations with no objections; a request by the High Point City Council to rezone 817 properties, totaling approximately 155 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Laurel Bluff Apartments (W. Wendover Avenue), Tarrant Trace Townhome development (Tarrant Road), Timberbrooke Condominiums (Tarrant Road), Fire Station #11 (3604 & 3610 Morris Farm Drive), Parkway Village Condominiums (Morris Farm Drive), Riverview Townhome/ Condominiums development (Morris Farm Drive/Tarrant Road), Piedmont Trace Townhome development (Morris Farm Drive/Tarrant Road) and the Granite Ridge Apartments (Tarrant Road/Piedmont Parkway. The Planning and Zoning Commission reviewed this request at their October 27, 2020 regular meeting and took final action when the meeting was reconvened on October 29, 2020 for approval of the request as outlined in the staff report. There were no public comments received in regard to the request.

Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement:

That Zoning Map Amendment 20-19 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the Medium Density Residential land use map designation for these areas, as contained in the adopted Land Use Plan. Furthermore, the request is reasonable and in the public interest because the amendments are needed to remove unneeded restrictions on the properties and to remove the conditional use zoning districts, which cannot be amended.

Mayor Wagner asked if there were any questions for the applicant or the applicant's representative. There being none, he asked if any additional public comments were received. The clerk replied there were no additional comments received.

The Mayor announced that this matter would remain open for receipt of any additional comments for the required 24-hour period and City Council would be taking action on the annexation case and the rezoning case on Wednesday, November 18, 2020 at 5:30 p.m.

GENERAL BUSINESS AGENDA**2020-466 Ordinance - Establish Dates & Times for Official Sessions of High Point City Council Meetings**

City Council is requested to adopt a revised ordinance establishing dates & times for the 2021 official sessions of High Point City Council meetings.

Mayor Wagner noted that official sessions would continue to be on the first and third Mondays of the month with the exception of rescheduled meetings due to holidays/events.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, that an ordinance establishing dates and times for the 2021 official sessions of High Point City Council meetings be adopted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

**Ordinance No. 7650/20-66
Ordinance Book, Volume XXI, Page 65**

2020-467 Reappointment - High Point Housing Authority Board - James LeGrande

Council is requested to confirm the reappointment of James LeGrande to the High Point Housing Authority Board. Appointment to be effective December 22, 2020 and will expire December 22, 2025.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, that James LeGrande be reappointed to the High Point Housing Authority Board. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

2020-468 Minutes To Be Approved

Public Safety Committee; October 21st @ 4:00 p.m.
Special Meeting of City Council; October 28th @ 11:30 a.m.
Finance Committee; October 29th @ 4:00 p.m.
Special Meeting of City Council; November 2nd @ 4:00 p.m.
Regular Meeting of City Council; November 2nd @ 5:30 p.m.
Prosperity & Livability Committee; November 4th @ 9:00 a.m.
Recessed Meeting of City Council; November 4th @ 5:30 p.m.

A motion was made by Council Member Moore, seconded by Council Member Peters, that the preceding minutes be approved as submitted. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Johnson; Council Member Moore; Council Member Jefferson; Council Member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

Introduction-Assistant Human Resources Director

Angela Kirkwood, Director of Human Resources introduced Aaron Holt as the new Assistant Human Resources Director.

Mr. Holt provided a brief personal, and professional background; thanked everyone for welcoming him; and said that he looked forward to working with everyone.

ADJOURNMENT

There being no further business to come before Council, at 6:44 p.m., the meeting was recessed to Wednesday, November 18, 2020 at 5:30 p.m. at which time, Council will take action on the public hearing matters that were heard tonight.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –1213 Leonard Ave.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 12/7/2020

Public Hearing: No

Advertising Date:

Advertised By:

Attachments: A. Ordinance to Demolish

PURPOSE:

A request by Community Development and Housing – Local Codes Section to rescind the ordinance adopted by Council to demolish the dwelling at 1213 Leonard Avenue.

BACKGROUND:

An Ordinance for demolition was passed by the High Point City Council on September 16, 2019. The property brought into compliance with the Minimum Housing Code November 11, 2020.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff recommends rescinding the ordinance due to the property being repaired and in compliance with the City's Minimum Housing Code.

PENDING ACTION:

The ordinance becomes effective from the date of adoption.

AN ORDINANCE RESCINDING AN ORDINANCE ADOPTED ON SEPTEMBER 16, 2019, REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH THE DWELLING LOCATED AT 1213 LEONARD AVE., HIGH POINT, NORTH CAROLINA

WHEREAS, on September 16th, 2019, the High Point City Council adopted an ordinance requiring TCC Holdings, LLC, owner of the property located at 1213 Leonard Ave., High Point, North Carolina, to demolish said dwelling because it was unfit for human habitation and the estimated costs of making the necessary repairs would be in excess of fifty percent (50%) of the dwelling's value; and

WHEREAS, the owner demolished or repaired the dwelling as prescribed in the High Point Minimum Housing Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the High Point City Council as follows:

1. The provisions of the Ordinance requiring the Building Inspector of the City of High Point to demolish the dwelling located at 1213 Leonard Ave., High Point, North Carolina, recorded in Deed Book 8196, Page 1425, in the Office of the Register of Deeds of Guilford County, is hereby rescinded thereby releasing the said property, and only said property, from the demolition ordinance and permitting such to be cancelled of record upon the recording of this ordinance.

2. This Ordinance shall become effective upon its adoption and a copy certified by the High Point City Clerk, shall be recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and shall be indexed in the name of TCC Holdings, LLC in the grantor index as provided by law.

Adopted by City Council,

This the 7th day of December, 2020

Lisa B. Vierling, City Clerk

Public Comments

Zoning Map Amendment 20-22

2020-490 Windsor Investments, LLC

**PUBLIC COMMENT
PLANNING AND ZONING COMMISSION**

City of High Point
Municipal Office Building
Third Floor Conference Room
November 10, 2020
6:00 p.m.

The following public comments were received before 12:00 p.m. on Monday, November 9, 2020 in response to items being considered by the Commission. Staff has received 1 e-mail related to ZA-20-22. No comments have been received related to any of the other items on the agenda.

A detailed log sheet is attached. However, a summary of concerns have been provided for your convenience. Comments received are as follows:

- In regard to ZA-20-22, there is concern the rezoning would allow too many houses to be built on the zoning site.

Windsor Investments, LLC ZA-20-22				
Date of Contact	Public Member	Address	Contact Method	Summary
November 3	No Name Provided	No Address Provided	E-mail (full e-mail attached)	The rezoning would allow an extremely high number of houses to be built.

Gina Lindsey

From: hswaim70@northstate.net
Sent: Tuesday, November 3, 2020 11:28 AM
To: Build HighPoint
Subject: Zoning Map Amendment Case 20-22

Follow Up Flag: Follow up
Flag Status: Completed

I own land beside this proposed Development and I personally do not want the Zoning Changed to allow such an extremely high number of houses to be built on this land. A few years ago, High Point rejected an elderly care facility because of traffic concerns on West Lexington Ave. By my memory, there were a lot of concern by people that live on that road. I ask that you DO NOT allow this Zoning change, Let Windsor Investments build the number of houses that is currently allowed, and NO MORE! Thanks for your thoughtful consideration.



PUBLIC SAFETY COMMITTEE

Chaired by Council Member Victor Jones

Committee Members: Jones, Moore, Williams and Johnson

November 18, 2020 – 4:00 p.m.

COUNCIL CHAMBERS

MINUTES

As part of the city of High Point's on-going COVID-19 mitigation efforts, in-person attendance was not permitted at this meeting. Instead, the meeting was live-streamed and the public was provided a link to listen to the meeting as it was being live-streamed. www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER

Chairman Jones called the meeting to order at 4:04 p.m. Following a virtual roll call by Chairman Jones, the following attendance by Committee Members was duly noted (4).

Committee Members Present:

Chairman Victor Jones (physically present)
Committee Member Britt Moore (physically present)
Committee Member Tyrone Johnson (remote participation)
Committee Member Chris Williams (physically present)

Staff Present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager; Interim Police Chief Travis Stroud; Major Petula Sellars; Lt. Pete Abernathy; Mike McNair, Director of Community Development & Housing; Lori Loosemore, Codes Enforcement Manager; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Dr. Brandon Lenoir, Assistant Professor Political Communication, High Point University,
High Point University Undergraduate Students (Blue Lit Street Project): Penn Cosler,
Hannah Gutenstein, Kimberly Jenkins, and Valeria Maya

Dr. Ellen Cochran, Executive Director, Mental Health Associates of the Triad

PRESENTATION OF ITEMS

2020-469 Presentation-High Point University Undergraduate Student Committee on the Blue Lit Road Project

A committee of High Point University (HPU) undergrad students will make a presentation to the Public Safety Committee on the Blue Lit Road Project.

The High Point University Undergraduate students provided a project overview on the Blue Lit Road Project that they are proposing. They are proposing a Blue Light style security system in the City of High Point. In Phase 1, they are proposing the installation of four blue lights at the following locations:

- ✓ *Two at the corner of Main Street/Lexington Avenue*
- ✓ *One near the bus stop across from Rockspring Road*
- ✓ *One near the bus stop across from Guilford Avenue*

The students identified the following benefits of the blue lights:

- ✓ *Increases safety*
- ✓ *Increases foot traffic for a more viable downtown*
- ✓ *emits light to brighten up city streets*

They mentioned other cities with "college-type" settings have also installed these lights such as Grand Rapids, Michigan and they are starting to see these blue lights coming from the universities and being placed in the cities. They spoke to High Point's current high crime rate; their love for the community; and how they are always wanting to give back to the community, including supporting local businesses.

In Phase 2, they recommend placing the blue lights in the downtown area by the new stadium, hospital area, and possibly one by the train station. In Phase 3, they recommend the placement of the blue lights in other locations such as shopping centers, grocery stores, etc....

The students are estimating the cost for installation of the four blue lights in Phase 1 to be around \$20,000--depending on the exact model chosen and based these costs on the current blue light system that High Point University uses which is "Talkaphone." Additional costs would include drilling of the concrete for installation and maintenance costs which are estimated about \$200 per year, per pole.

At the conclusion of the presentation, the students provided an email address where they can be contacted with any questions: bluelightrroadproject@gmail.com.

Committee Member Williams inquired as to if all the lights have cameras and the students replied that some do and some do not--depending on the exact model. He expressed appreciation for the aurora that the lights emit on University Parkway at night; the students agreed and reiterated how the lights would create an atmosphere of safety.

Chairman Jones asked Interim Police Chief Travis Stroud if the proposed locations for installation of the blue lights co-relate with any high calls for service in these areas. Chief Stroud spoke to how the Police Department is data-driven and will always look at the numbers to make an analysis to ensure efficiency. He also spoke to the lights enhancing safety and agreed that the blue lights do give an aura to the aesthetics in an area. He expressed concerns about false alerts and the possibility that the blue lights, when activated, could inundate the Police Department and noted that the department is already answering 350-400 calls daily. He commended the students for their initiative and proactive thinking, but would like to see how these blue lights are working on other college campuses to get some idea of the pros and the cons.

Committee Member Moore asked if there might be a blueprint for the blue lights outside of a college campus setting and the students responded by saying that there are other cities that use the blue lights such as Greenville, NC and spoke to one of their group members actually living in Greenville, reached out to the City Hall, but has not yet received a response.

Committee Member Moore asked the students about their role going forward once the project is off the ground and if it would then be handed over to the city. The students advised that they are all graduating seniors and initially planned to ask that this be included in the 2021-2022 budget, but they would definitely be coming back to High Point for Alumni weekend and other events that High Point holds and to revisit their favorite local bars and restaurants. Either way, they stated that High Point is growing, so more and more students would be coming to High Point.

Chairman Jones asked if there were any questions for the students. Hearing none, Committee Member Moore wished the students a Happy Thanksgiving.

2020-470

Presentation-Results of the Police Department's Traffic Safety Initiative

Staff will provide a presentation on the results of the Police Department's Traffic Initiative.

Interim Police Chief Travis Stroud introduced Lt. Pete Abernathy, who is over the High Point Police Department's Traffic Division and Major Petula Sellars, who runs the Field Ops North which falls into the Traffic Division. He provided a quick overview and touched briefly on the reasons for the traffic surge. The Chief spoke to the increase in traffic inside the city; the increase in bad driving behaviors; and the significant amount of dangerous driving they have observed. He talked about their job at the Police Department is to keep the community safe and how this is a holistic approach that extends far beyond violent crimes but includes driving enforcement. Realizing the need to focus on the speeding and aggressive driving, the idea of the traffic surge initiative was put into motion.

Lt. Abernathy advised the mission of the Traffic Division is to do traffic enforcement and crash investigation. He mentioned the massive rush of traffic fatalities over the past year, especially the past several months that resulted in 13 fatal crashes with 14 deaths involved. In reviewing the data on crash reports and traffic stops, they noticed that many involved speeds over 100 mph on well-traveled city streets such as S. Main, Johnson, Oakview, Brentwood, etc.....) and it was realized that some different enforcement was needed to

squelch this trend. So, the idea of the traffic surge was born and they picked three areas every day during a two-week period where they would patrol and surge to get those individuals doing the dangerous driving with the goal to educate them and try to slow them down. Lt. Abernathy explained the core of this was to capture that little bit of audience that was not getting their attention and prevent them from moving on to worst driving behaviors.

During the two-week traffic safety surge, they worked with the city's Marketing Department to get the word out, and Mayor Wagner was featured in a video to put some support behind it as well. The locations for the traffic surge were determined by the crash report data which revealed the date/time that crashes occurred, and this aided in them drilling down the location, specific day and hours these crashes were happening. A three-year look back revealed over 1,300 crashes that occurred on Eastchester Drive; the next highest crash location was N. Main Street at 500; then S. Main Street at 350-400; and the next level down was the Johnson Street corridor. In addition to these locations, they also added N. Centennial because of the huge number of calls they were getting from citizens who live on N. Centennial that are impacted by the HPU traffic and traffic traveling into downtown. He spoke to consistency being the key and getting the message to the drivers to reset their driving behaviors with the ultimate goal of making driving safer in High Point.

At the conclusion of the two weeks, the officers stopped 989 drivers; 60% for speeding; 10% seat belt violations; and the remaining 30% was for other unsafe driving behaviors. Out of the 989 stopped, 552 were issued traffic citations and 437 were issued written warnings. Lt. Abernathy stated he was most proud of the number "zero" because there have been no additional traffic fatalities since the initiative was started so he felt the message was definitely getting out.

Chairman Jones asked if this is a temporary initiative, or if they plan to keep it ongoing to increase the enforcement. Lt. Abernathy replied that it would be ongoing, and another surge is planned for the week of Thanksgiving and possibly another during the Christmas holidays.

Committee Member Williams inquired about the signs that display your speed and if this was part of this initiative. Lt. Abernathy noted those are radar signs and used as part of the pre-surge data collection. These signs track the vehicle speeds, date/time, etc.... so, leading up to the surge, the signs are deployed in some of the areas such as N. Centennial to get a better idea of the best time to place officers in the areas to be most efficient.

Chief Stroud commended his staff and stated he was very proud of what they have accomplished with very little direction.

2020-471 Presentation-Police Department's Program with the Mental Health Associates of the Triad

Staff will provide a presentation on the Police Department's Program with the Mental Health Associates of the Triad.

Historically speaking, Interim Police Chief Travis Stroud, advised they have had a long-standing history of failing to reach out to the needs of the officers and spoke to how officers tend to internalize a lot of their problems due to the stress of the job. He explained that many officers are historically awful at not reaching out for assistance because they see it

as a stigma/weakness. He spoke to the big push across the country for law enforcement is mental health and assistance programs for officers and one of the biggest goals at the Police Department is the retention of their officers and a big piece of this puzzle is the officers well-being (both physically and mentally).

At this time, the Chief turned the floor over to Major Petula Sellars, who has been a big catalyst for this and commended her for the phenomenal job that she continues to do.

Major Sellars shared that when she started with the High Point Police Department almost 20 years ago, she was taught the importance of self-care early on and was encouraged when doing non-police related things to spend time with family, exercise, and take care of yourself. She spoke to relaying that message to numerous officers as well.

Major Sellars explained the Police Department does have a group of officers/employees that are part of a Peer Support Team that basically identifies another officer that may be in crisis and offers support to the officer. She further explained that they realized they were identifying things that were well beyond the capabilities of the Peer Support Team because they are not certified counselors. She spoke to how 2020 has been an extremely challenging year for everyone; the negative effect that COVID-19 has had on some of the officers and family members; and many officers were experiencing breakdowns.

As a result, she reached out to Dr. Kim Soban, Clinical Director with the Mental Health Associates (MHA) of the Triad, and a former police officer, and started having meetings, discussions in an effort to formulate a plan to offer assistance to the officers. She spoke to how MHA has been phenomenal; how they do consultations in an effort to identify an officer in crisis because of a relationship, critical incident, etc..... which varies from officer to officer. MHA also provides trainings for officers that helps identify the various types of mental health awareness that they see on the street and helps to formulate a response. Additionally, MHA also offers assistance in the case of tact callout incident such as an individual barricaded in a residence, and they can actually respond, guide, and offer advice to the supervisors while on the scene. Major Sellars noted that although the officers have used the city's EAP program, due to COVID, the EAP counselors/therapists are no longer able to meet with the officers in person and they are very reluctant to talk to a counselor/therapist over the phone.

Major Sellars felt this would be hugely successful in regards to the continued care of officers and spoke to the health and mental well-being of the officers would make them more successful as an agency.

Committee Member Williams spoke to how huge this is and how it resonates far beyond the officer/family members in the agency and one of the biggest road blocks in dealing with some of the things in the community involves mental health.

Major Sellars gave accolades to the Chief, her colleagues; and MHA of the Triad.

Chairman Jones shared that he has served on the MHA of the Triad Board for the past three years and asked Dr. Soban to present the information to the Public Safety Committee. He shared that because Dr. Soban is a former police officer, she truly understands all the mental challenges, disorders, etc.....and stress that officers are faced with and would be able to

officer assistance to the officers who are dealing with mental health stress, anxiety, etc..... Major Sellars totally agreed that Dr. Soban and MHA would definitely be extremely advantageous to the officers.

At this time, Chairman Jones asked Ellen Cochran, Executive Director, Mental Health Associates of the Triad, to come forward. Ms. Cochran relayed that she did not have much more to add to Chief Stroud's and Major Sellars' comments, but that one of the best things she has done for MHA was hiring Dr. Soban and she would be the one providing most of the excellent care the officers will be receiving. She also spoke to attending the initial meeting where she met Chief Stroud, Major Sellars, and some of the officers for the first time; walking away from that meeting favorably impressed that a firm foundation was already in place at the Police Department; the vision already in place; this being the next logical step; and felt the entire High Point community should be very proud of the Police Department.

Committee Member Moore highly agreed and, as a citizen, thanked Chief Stroud, Lt. Abernathy, and Major Sellars for the presentations that show the department is proactive, not just reactive, and taking something that's already good and making it better. He spoke to how the COVID situation is stressing every single fiber of fabric the country has got right now; how the police officer profession is quite stressful; that he is thankful and supports the officers; and hopes this will have an internal positive effect for the stresses the officers face daily.

Chairman Jones felt one of the responsibilities of being a city leader is to make sure that the officers know that the city leadership supports and cares about them and their families. He thanked everyone for presenting during the meeting and expressed excitement about the announcement.

Committee Member Johnson agreed with Chairman Jones that it does go far beyond the officer and touches their family as wells. He shared kudos with the staff in putting this program together and there is definitely a need for it.

ADJOURNMENT

There being no objections to adjourning the meeting, Chairman Jones announced that the meeting was adjourned at 5:00 p.m.

Respectfully Submitted,

Lisa B. Vierling, City Clerk

Victor Jones, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 210 Underhill St.

From: Michael E. McNair, Director
Community Development & Housing

Meeting Date: 12/7/2020

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 210 Underhill St.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 1/16/2020. No action occurred by the compliance date of 2/21/2020. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

210 Underhill St.

OWNER:

Creative Resources Ministries DBA Carpenter's House

**REASON FOR
INSPECTION:**

Inspector observed condition of property

**FIRST
INSPECTION:
7/24/2017**

Summary of Major Violations

1. Repair or replace roof sheathing & covering
2. Repair or replace ceiling material throughout house
3. Repair or replace damaged/missing wall covering throughout house
4. Repair or replace damaged subfloor throughout house
5. Repair or replace porch

**HEARING
RESULTS:
12/5/2019**

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

**ORDER(S)
ISSUED:
1/16/2020**

Order to Repair or Demolish
Date of Compliance 2/21/2020

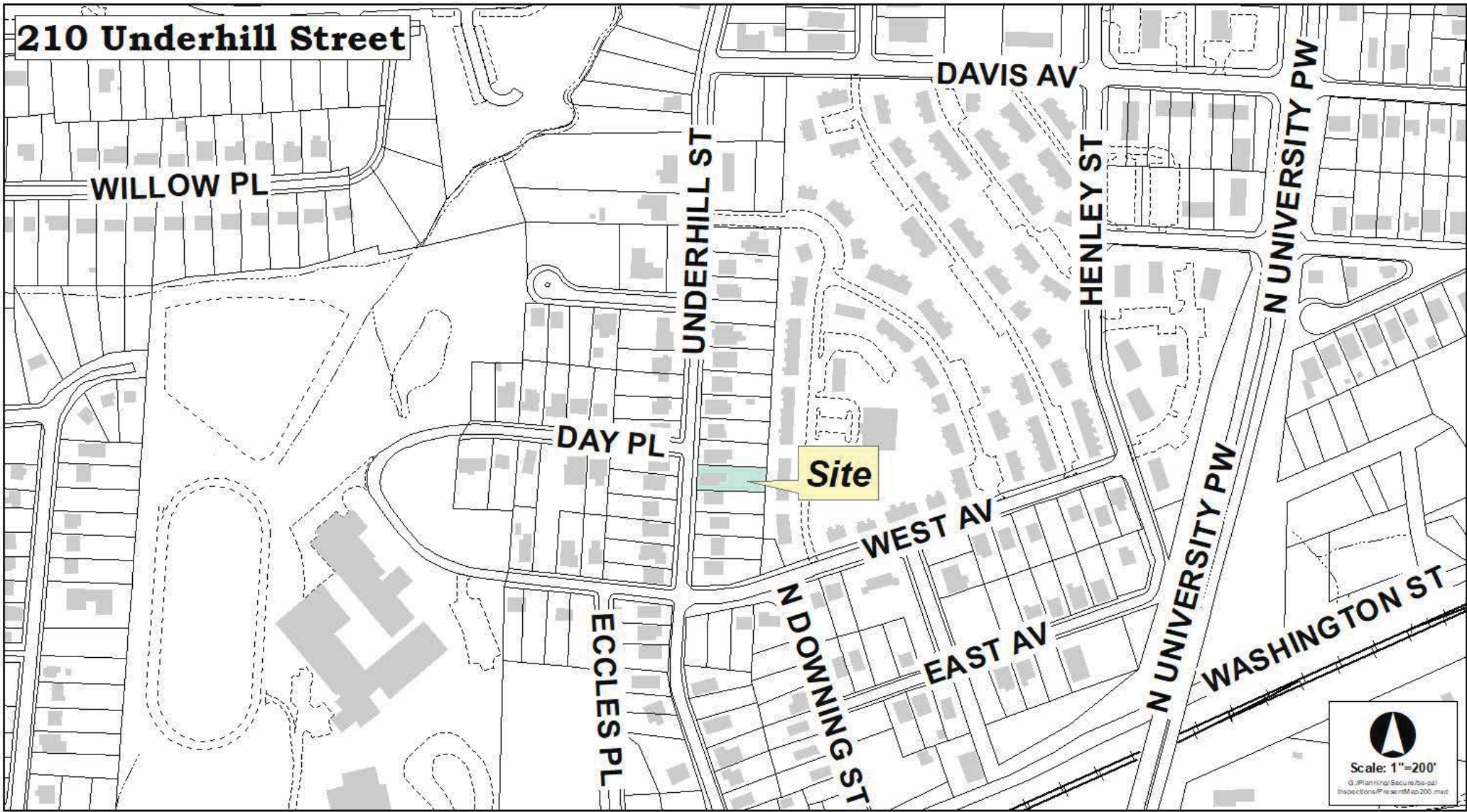
APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:



ORDINANCE

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

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

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

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

PROPERTY LOCATION

210 Underhill St.

OWNER (S)

Creative Resources Ministries
DBA Carpenters House
P O Box 1653
Jamestown, NC 27282

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

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

Adopted by City Council,
This the 7th day of December, 2020

Lisa B. Vierling, City Clerk









**RESOLUTION OF INTENT FOR THE CITY COUNCIL TO CONSIDER TECHNICAL
AMENDMENTS TO THE CHARTER OF HIGH POINT NORTH CAROLINA, IN
ORDER TO MAKE THE LANGUAGE IN ARTICLE II, SECTIONS 2.2. AND 2.3
CONSISTENT WITH ARTICLE III, ELECTIONS, SECTION 3.1 METHOD OF
ELECTION**

WHEREAS, pursuant to N.C.G.S. §160A-102, a city council may amend its city charter by ordinance; and

WHEREAS, on May 21, 2018, the City Council adopted an ordinance amending Article 3.1 Method of Election of the Charter of the City of High Point to implement four-year terms for the Mayor and members of City Council; and

WHEREAS, Article II, Sections 2.2 and 2.3 contain references to the terms for the Mayor and members of council and continue to reference two (2) year terms instead of four (4) which is inconsistent with the actions taken on May 21, 2018; and

WHEREAS, the City Council of the City of High Point desires to adopt an ordinance to amend the Charter of the City of High Point to correct the language in Sections 2.2 and 2.3 of Article II, to reference four (4) year terms instead of two (2) which will be consistent with Article III, Section 3.1., Method of Election; and

WHEREAS, in accordance with N.C.G.S. §160A-102 a public hearing on a proposed charter amendment shall be called for not more than forty-five (45) days after the adoption of this Resolution of Intent; and

WHEREAS, notice of said public hearing shall be published at least once, not less than ten (10) days prior to the date fixed for the public hearing, and shall contain a summary of the proposed charter amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that this Resolution of Intent for the Amendment of Article II, Sections 2.2 and Section 2.3 of the Charter of the City of High Point for consistency with Article III, Section 3.1 of the City Charter of the City of High Point, reflecting the terms of office for the Mayor and City Council as four (4)-year terms instead of two (2) is hereby adopted, and that a public hearing on the matter shall be held and noticed in accordance with §160A-102 and §160A-101.

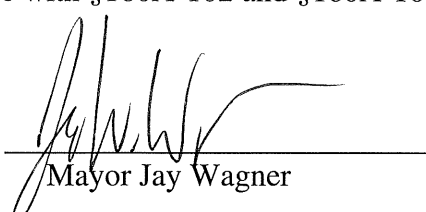
Adopted this 7th day of December, 2020.

ATTEST:


Lisa B. Vierling, MMC
City Clerk



By: _____


Mayor Jay Wagner

CITY OF HIGH POINT

AGENDA ITEM



Title: Designation of Blair-Coltrane House as a Guilford County Historic Landmark
(City of High Point)

From: Lee Burnette, Planning & Development
Director

Meeting Date: December 7, 2020

Public Hearing: Yes

Advertising Date: November 25, 2020, and
December 2, 2020

Attachments:

- A. Landmark Designation Ordinance
- B. High Point Historic Preservation Commission Memo
- C. Guilford County Historic Preservation Commission Recommendation
- D. Local Landmark Report

Advertised By: Planning & Development

PURPOSE:

To consider designation of the Blair-Coltrane House at 118 Underhill Street as a Guilford County Historic Landmark.

BACKGROUND:

Guilford County's Historic Landmark program began in 1980 to recognize sites with important elements of culture, history, architectural history, or prehistory for the education, pleasure, and enrichment of area residents. The landmark designation process begins when an application is submitted to the Guilford County Historic Preservation Commission. Privately owned landmark properties are eligible for a property tax deferral of up to 50 percent. Landmarks may not be materially altered or demolished without the approval of the Guilford County Historic Preservation.

Currently, there are a total of 109 Historic Landmarks in Guilford County with 19 located within High Point. This is the first historic landmark request in High Point since 2009 when the Commercial National Bank or Radio Building was designated.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

The Guilford County Historic Preservation Commission unanimously recommended that the Blair-Coltrane House (John Coltrane Childhood Home) be designated a Guilford County Historic Landmark property at its meeting on October 20, 2020.

At its meeting on November 5, 2020, the High Point Historic Preservation Commission also unanimously recommended that the City Council approve the local historic landmark designation for the property.

AN ORDINANCE ADOPTED BY THE MAYOR AND THE HIGH POINT CITY COUNCIL
DESIGNATING THE BLAIR-COLTRANE HOUSE AN HISTORIC LANDMARK

WHEREAS, all the prerequisites to the adoption of the ordinance, as prescribed in chapter 160D, Article 9, Part 4 of the North Carolina General Statutes, have been met;

WHEREAS, the Guilford County Historic Preservation Commission has submitted a report, which is incorporated herein by reference, and recommended in a public hearing that the property described below be designated as an historic landmark;

WHEREAS, appropriate notice has been given of the public hearing as required by law;

WHEREAS, the Guilford County Historic Preservation Commission finds that the property described herein is of historical, architectural, educational, and/or cultural significance, and its preservation should be encouraged so as to safeguard the heritage of the City and County and to promote the use and conservation for the education, pleasure, and enrichment of the residents of the City and County.

NOW, THEREFORE, BE IT ORDAINED BY THE HIGH POINT MAYOR AND CITY COUNCIL.:

Section 1. The Mayor and the High Point City Council accepts the findings of the Guilford County Historic Preservation Commission and adopts the recommendation of the Commission for the preservation of the subject property by the authority set forth in Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and local ordinance adopted pursuant thereto.

Section 2. The designation includes the entire exterior of the house and the entire 0.15-acre parcel at 118 Underhill Street and as described by Guilford County Parcel Identification Number 190894 and Guilford County Registry Deed Book 6442, page 2451.

Section 3. The Guilford County Landmark Plaque shall be installed on the property, and such sign shall indicate that such property has been designated as an Historic Landmark. Details of the display of the plaque are to be approved by the Guilford County Historic Preservation Commission before installation.

Section 4. The procedures provided by law, including waiting periods, shall be observed prior to demolition, alteration or remodeling referred to as the Certificate of Appropriateness process or removal of the designation from the property.

Section 5. A certified copy of this ordinance is to be appropriately recorded with the Register of Deeds, the Tax Department, and Inspections Department in accordance with provisions of Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and the local ordinance adopted pursuant thereto.

Section 6. This ordinance shall be effective from and after its adoption.

Adopted by the City Council
City of High Point, North Carolina
The 9th day of **December, 2020**

By: _____
Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk



To: Historic Preservation Commission Members

From: David Fencl, Senior Planner

Meeting Date: November 5, 2020

Subject: Designation of the John Coltrane Childhood Home (118 Underhill Street) as a Guilford County Historic Landmark

PURPOSE:

The Guilford County Historic Preservation Commission voted unanimously at its meeting on October 20, 2020 to recommend landmark designation for the John Coltrane Childhood Home to the High Point City Council. As is the City's procedure, the application is next reviewed by the City's HPC, and a recommendation accompanies the application to the City Council for its consideration.

STAFF ANALYSIS:

The John Coltrane Childhood Home is being proposed for designation on account of its local historical significance as the place where John Coltrane, world-renowned saxophone player, spent some of the most formative years of life. It was at 118 Underhill Street that John Coltrane took his first music lesson, began playing the clarinet, joined a community band, and performed publicly for the first time. The home's period of significance ranges from 1929 when Coltrane and his family moved into the home to 1943 when he moved to Philadelphia.

John Coltrane's Childhood Home was constructed sometime between 1924 and 1929. The land for the home was purchased by Coltrane's grandfather W.W. Blair in 1922 from J. Allen and Nancy K. Auston, owners of the newly platted neighborhood known as Griffin Park. John Coltrane's Childhood Home is a two-story framed craftsman house that is two bays wide with a large carport located to the north. The home has a side gable roof covered by asphalt shingles and deep overhanging eaves with craftsman brackets. There are two large dormers to the east and west (front and back), which make up the second story. The front porch is supported by tapered wood columns on brick piers. The exterior of the home is covered by weatherboard siding, which is still present yet hidden under vinyl siding. Many of the home's original windows remain, in addition to the original front door. The proposed boundary for the Local Landmark Designation is the property's current 0.15-acre parcel. The property is currently owned by the City of High Point. Currently, there are a total of 109 Local Landmarks in Guilford County with 19 located within High Point. This is the first Local Landmark request in High Point since 2009 when the Commercial National Bank or Radio Building was designated.

RECOMMENDATION / ACTION REQUESTED:

Staff finds that the application supports approval of the landmark designation. Furthermore, staff recommends that the Historic Preservation Commission recommend to the City Council that the ordinance designating the John Coltrane Childhood Home at 118 Underhill Street a Guilford County Historic Landmark be approved.

Attachments: Guilford County HPC Recommendation
 Guilford County Local Landmark Report



GUILFORD COUNTY
PLANNING AND DEVELOPMENT
Guilford County Historic Preservation Commission

Recommendation for Local Historic Landmark Designation

Date: October 26, 2020

To: Mayor Wagner and High Point City Council

From: Guilford County Historic Preservation Commission

Property: John Coltrane Childhood Home located at 118 Underhill St, High Point, Parcel # 190894

Property designation details: The Guilford County Historic Preservation Commission recommends to the High Point City Council that the property noted above be designated as a Local Historic Landmark property. The designation includes the entire exterior of the house and the entire parcel based on the description in the application.

Motion to recommend: Following review and discussion of the application at the regular Guilford County Historic Preservation Commissioner meeting on October 20, 2020, Commission Member Dowell made a motion to recommend **approval** for Local Historic Landmark designation. Commission Member Chaney seconded the motion. The Historic Preservation Commissioners voted 6-0 to approve the motion.



JOHN COLTRANE CHILDHOOD HOME

118 Underhill Street
High Point, North Carolina 27260

Guilford County Local Landmark Report
Prepared by Gate City Preservation L.L.C.

August 2020



Guilford County Planning & Development Department
**Guilford County
Historic Preservation Commission**

HISTORIC NAME OF PROPERTY

John Coltrane Childhood Home

ADDRESS OF PROPERTY

118 Underhill Street, High Point, North Carolina 27260

PIN # 7800-56-9957

DEED BOOK & PAGE: Book 006442 Page 02451

PLAT BOOK & PAGE 5-243

ZONING

RES

Amount of land/acreage to be designated

.15 acres

Interior to be designated

☐ Yes ☒ No

Property Owner's Address & Phone:

The City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

Applicant's Address & Phone:

Gate City Preservation L.L.C.
111 West Lewis Street
Greensboro, North Carolina 27406
samantha@gatecitypreservation.com

TABLE OF CONTENTS

I.	ABSTRACT	4
	A. STATEMENT OF SIGNIFICANCE	
	B. INTEGRITY STATEMENT	
	C. PROPOSED BOUNDARY JUSTIFICATION	
II.	MAPS AND FLOOR PLANS	5
III.	ARCHITECTURAL ASSESSMENT.....	11
	A. ARCHITECTURAL IMPORTANCE	
	B. ARCHITECTURAL CONTEXT	
	C. ARCHITECTURAL DESCRIPTION	
IV.	HISTORICAL.....	12
	A. EARLY LIFE OF JOHN WILLIAM COLTRANE	
	B. JOHN COLTRANE’S FAMILY HISTORY	
	C. LIFE IN HIGH POINT	
	D. LIFE AFTER HIGH POINT	
V.	GRANTOR-GRANTEE INDEX AND CHAIN OF TITLE.....	17-18
VI.	FINDING AID FOR PHOTOGRAPHS.....	18
VII.	BIBLIOGRAPHY.....	19
VIII.	APPENDIX.....	21
IX.	FIGURES.....	26
X.	AUTHORIZATION.....	38

I. Abstract

Statement of Significance

John Coltrane's Childhood Home is being proposed for designation because of its local **historical** significance as the place where John Coltrane, world-renowned jazz saxophone player, spent some of the most formative years of his life. After moving to the home at 118 Underhill Street with his parents, he grew up surrounded by family members that would leave an indelible mark on his life and musical legacy. Coltrane's music life and legacy began at 118 Underhill Street. It is during his time here that he takes his first music lesson, begins playing the clarinet, joins a community band, and performs publicly for the first time. His religious family and upbringing in the home will influence his musical style for his entire career. John Coltrane's Childhood Home is not only where he spent his boyhood, it is where his musical journey began. The period of significance ranges from 1929 when Coltrane and his family moved into the home, to 1943 when Coltrane moved away to Philadelphia.

Integrity Statement

- **Location:** John Coltrane's Childhood Home remains in its original location and is surrounded by other historic buildings and features from its period of significance (1929-1943), including other residential homes that were built as part of the Griffin Park subdivision, the railroad tracks to the south of the neighborhood, and the original curvilinear street pattern (Fig. 1a).
- **Design:** The house has retained its original craftsman design and form as a vernacular, two-story frame house with an open porch and adjoining carport. The craftsman details of the overhanging eaves with brackets (Fig. 6), craftsman windows (Fig. 8a-b), and tapered porch columns on brick piers have been retained (Fig. 10).
- **Setting:** The house still stands in its original setting (Fig. 1a-b). Although some of the houses surrounding 118 Underhill have been demolished, most remain and the neighborhood setting has been retained.
- **Workmanship:** The quality and durability of the windows (Fig. 8), front door (Fig. 9a), and siding (Fig. 7) show the skills of the builder. Many of the original features of the home remain. Underneath vinyl siding, the original wood siding is present (Fig. 7). Original wood is also present in the overhanging eaves and craftsman brackets (Fig. 6). The porch floor and railing has been replaced/rebuilt (Fig. 10).
- **Materials:** Many of the materials from the original construction have been retained, including the original windows (Fig. 8a-b), wood siding (still present underneath vinyl siding) (Fig. 7), and the original front door (Fig. 9a).
- **Feeling:** Although the home is vacant and some of the nearby properties have been demolished, the feeling of the home as a single family residence in an established neighborhood has been retained.
- **Association:** The house is currently vacant and owned by the City of High Point.

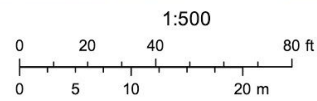
Proposed Boundary Justification

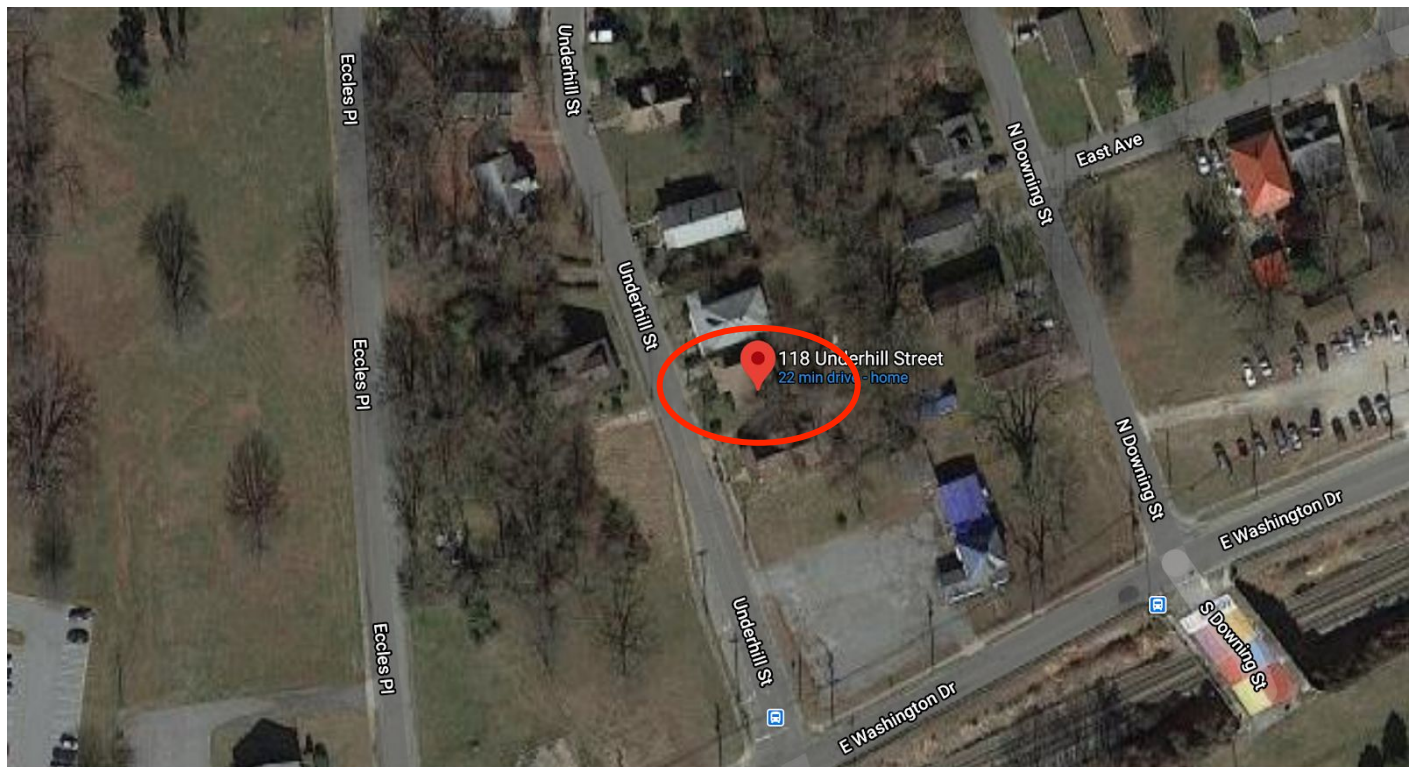
The proposed boundary for Local Landmark Designation is the property's current .15 acre parcel (PIN: 7800-56-9957).

II. Maps and Floor Plans

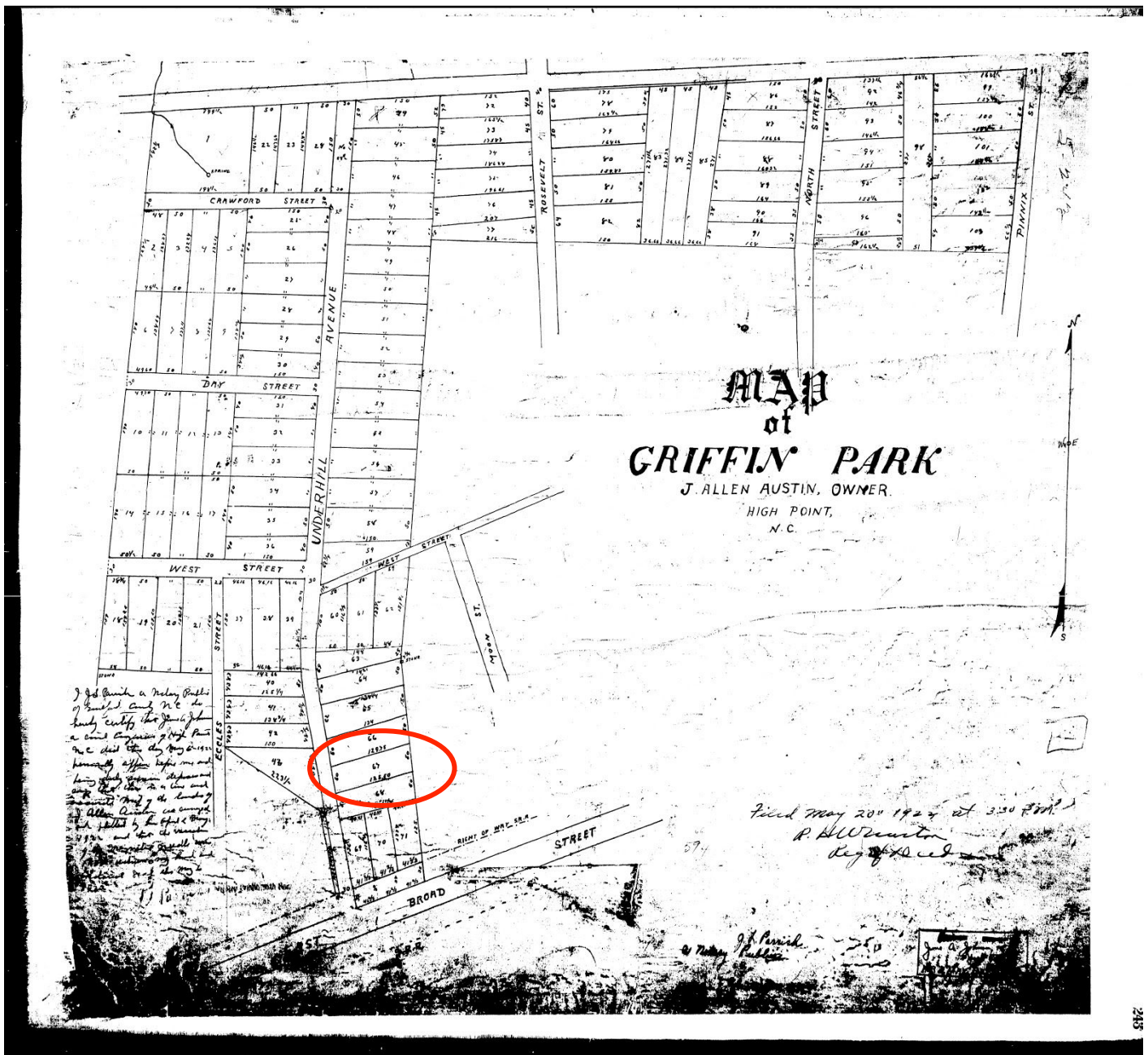
Guilford County Tax Map

Guilford County, NC

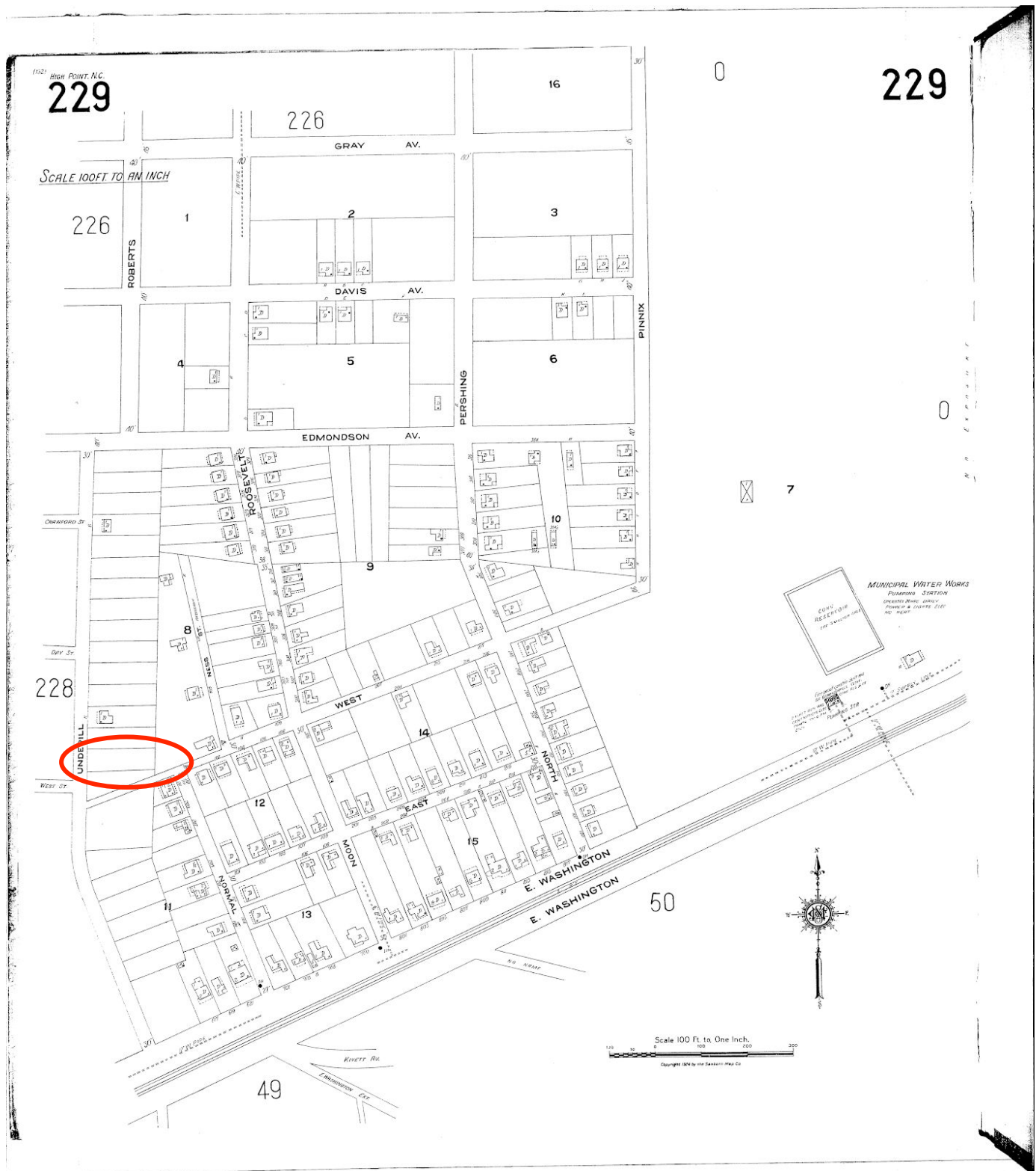


HPOWeb Map*Aerial Map*

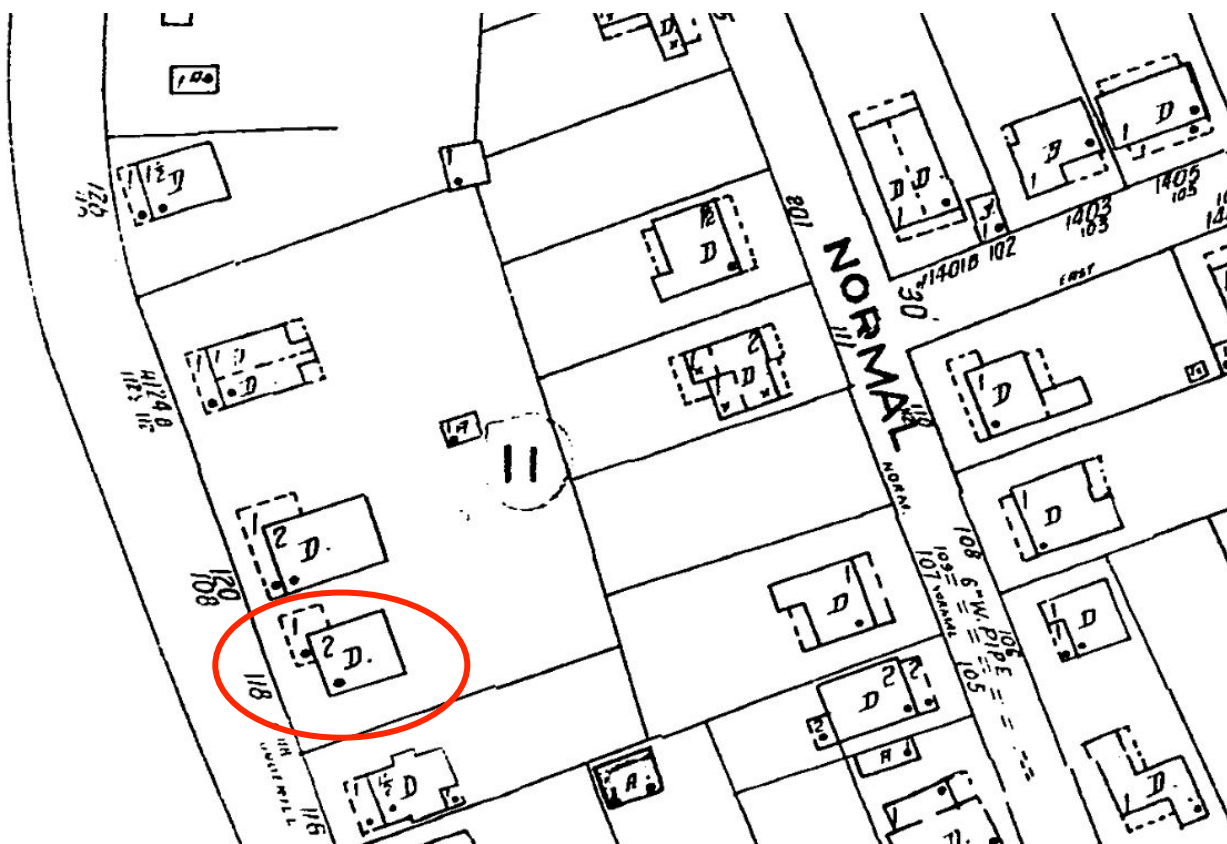
Plat Map, 1922

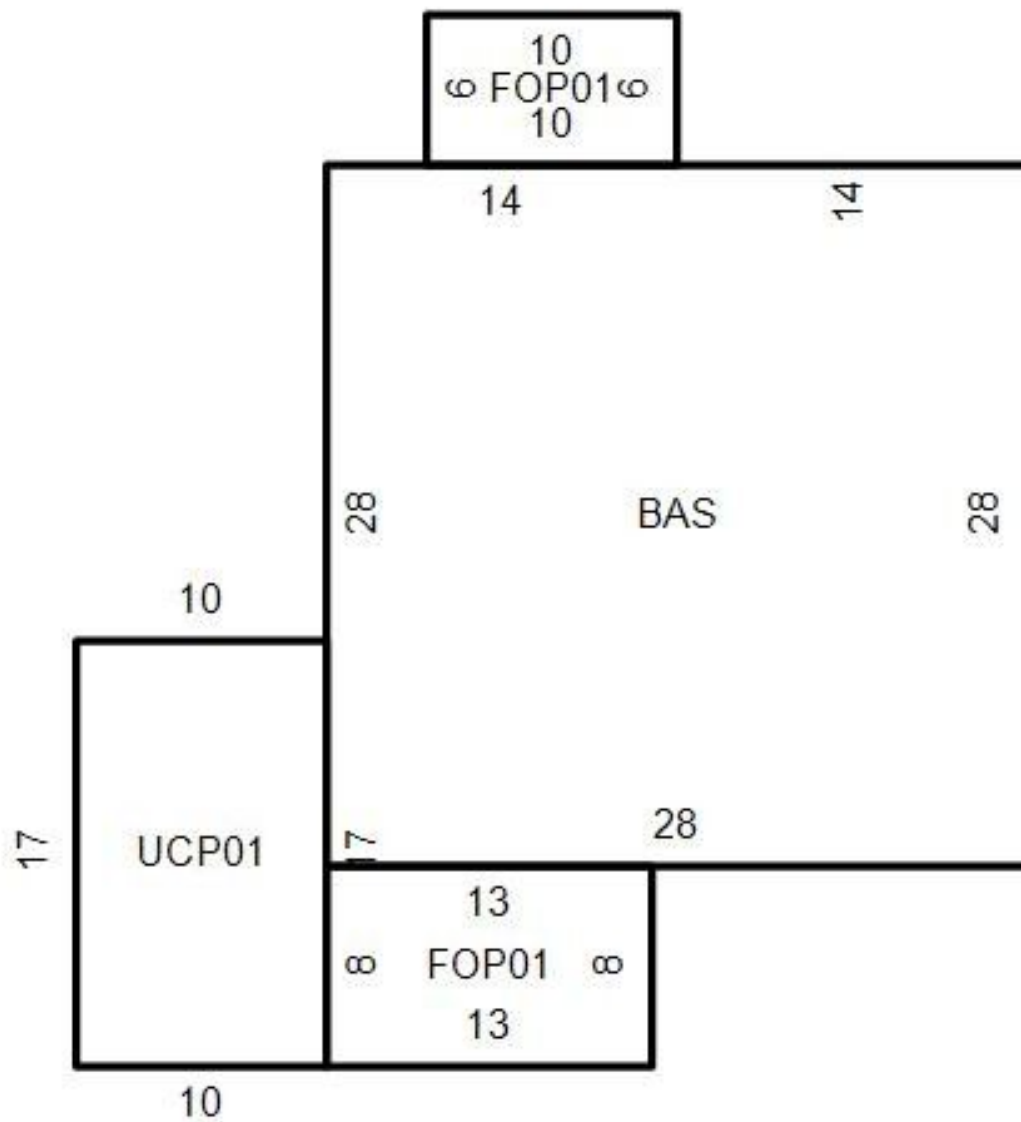


Sanborn 1924



Sanborn 1950



Architectural Drawings

III. Architectural Assessment

Architectural Importance

John Coltrane's Childhood Home, located at 118 Underhill Street, was constructed sometime between 1924 and 1929. The land for the home was purchased by Coltrane's grandfather, W. W. Blair in 1922 from J. Allen and Nancy K. Austin, owners of the newly platted neighborhood known as Griffin Park. Griffin Park, located on the eastside, would become home to many affluent, middle-class Black residents in High Point. Architecturally the neighborhood was composed of vernacular homes, many of which were built in the craftsman style, including Coltrane's home at 118 Underhill Street.

Architectural Context

The neighborhood of Griffin Park developed slowly over the course of the 1920s, with development starting on more central Roosevelt Street before moving west to Underhill Street.¹ The homes were all constructed as single family dwellings, although many of the homes accommodated families larger than a nuclear family. Architecturally, the houses were designed in the craftsman style, which was ubiquitous in this decade. Although the homes shared a common craftsman style, each was unique in form, roof types, architectural details, siding, and other materials.

Architectural Description

Setting

John Coltrane's Childhood Home, located at 118 Underhill Street, is located in the historic Griffin Park neighborhood. The neighborhood itself is segregated from the main road by a railroad track to the south. The house is located on a sloping, curvilinear street and is nestled among other craftsmen style homes of the period, however, the house across the street has been demolished (Fig. 1). There are very few trees on the lot. A concrete, stepped path leads from the street to the front porch. A gravel driveway leads from the road to the covered carport (Fig. 2).

Front (West) Elevation

John Coltrane's Childhood Home is a two-story framed craftsman house that was constructed sometime between 1924 and 1929. The front (west) elevation of the house is two-bays wide and has a large carport to the north (Fig. 2). The side-gable roof is composed of asphalt shingle and has deep, overhanging eaves with craftsman brackets (Fig. 6). There are two very large dormers to the west and east (front and back) of the house, which make up the second story. The front porch is supported by tapered wood columns on brick piers (Fig. 10). Much of the porch materials have been rebuilt or replaced with modern wood. The porch ceiling is covered by vinyl siding. The exterior material of the home is weatherboard siding, which is still present yet hidden under vinyl siding (Fig. 7). Almost all of the windows appear to be original wood, six-over-one craftsman style windows (Fig. 8a-b). There is a central brick chimney and the house sits on a brick foundation (Fig. 4).

Starting from the north on the first level, there is a large carport, a front porch which covers an original wood paneled front door, and a set of two six-over-one wood craftsman windows. On the second level from the north, there is one original six-over-one window and another window which was boarded up when photos were taken. Looking at an earlier photo (title photo of this report) it seems that the original window is missing and only a storm and sash remain.

¹ Sanborn map from 1924 reveals this pattern of neighborhood development.

Side (South) Elevation

The side (south) elevation of the home reveals the side gable roof construction with two large dormers to the west and east of the home, which make up the second story (Fig. 3). This elevation also shows the original wood eaves and brackets which are not covered by vinyl siding. The south elevation is also two bays wide. Starting from the west on the first level, there is a six-over-one window, which is in poor condition, and a square bay with a set of two six-over-one windows. The square bay also has overhanging eaves with brackets. On the second level starting from the west, there are two, smaller six-over-one windows.

Rear (East) Elevation

The rear (east) elevation of the home is two bays wide (Fig. 4). Starting on the first level, from the south to north, there is a six-over-one window. The bottom part of the window is currently boarded up. Next, there is a square bay with a replacement back door with pressure-treated pine railings and cinder block stairs (Fig. 9b). On the second level, there is a six-over-one window and a much smaller six-over-one window that is perhaps for an upstairs bathroom.

Side (North) Elevation

The side (north) elevation is two bays wide (Fig. 5). Starting from east to west on the first level, there is a set of smaller six-over-one windows and then a larger six-over-one window underneath the carport, which is supported by wooden support posts. On the second level there is a small six-over-one window in the room which is likely a bathroom, followed by two six-over-one windows. This elevation also reveals the front porch, which is connected to the large carport.

IV. Historical

Early Life of John William Coltrane

John William Coltrane was born in Hamlet, North Carolina on September 23, 1926 to John Robert (J.R.) Coltrane and Alice Blair. The couple were married in Bennettsville, South Carolina in 1925 and moved to a second floor apartment in a rooming house in Hamlet. Shortly after John's birth, the family moved to High Point, North Carolina where Alice's father, the Reverend William Wilson (W.W.) Blair owned land. The family first lived at 213 Price Street before moving to W.W. Blair's newly constructed house at 118 Underhill Street in 1929.

John Coltrane's Family History

Andrew and Mary Ann (Cameron) Coltrane, John William Coltrane's paternal great-grandparents were enslaved in Randolph County, North Carolina by Abner Coltrane. Abner Coltrane owned a nearly 2000-acre plantation in Liberty, North Carolina, enslaving up to 21 people at his economic peak. Andrew and Mary Ann met on the Coltrane plantation and were married in 1851. Together, the couple would have ten children. Their seventh child, William Henry, was born in 1858. William would marry wife Helen and have four children; Jane, Della, John Robert (J.R., father of John William Coltrane), and William.² Both of John Coltrane's grandfathers were ministers. John Coltrane's paternal grandfather, Reverend William Henry Coltrane, was an itinerant pastor for the A.M.E. Zion Church throughout the North Carolina piedmont. Due to William's frequent traveling as an itinerant pastor, the family thought it best that Helen and the couple's

² Tegnell, David. "Am I related to John Coltrane?" Provided by Author. July 2011. Page 14

four children live with his parents, Andrew and Mary Ann. He died in 1925 while serving as the pastor at Clark's A.M.E. Zion Church in Tar Heel, North Carolina. After his death, Helen continued living with her in-laws in Randolph County.

John Coltrane's maternal grandfather, William Wilson (W.W.) Blair was born free in 1859. W.W. Blair's parents William and Esther, however, appeared to be enslaved near Edenton, North Carolina when they married. W.W. Blair married Alice V. Leary on December 27, 1882 and began to raise a family in Edenton. The 1920 census reveals that the couple had eight children, although one child, Thomas, had died in infancy. Alice Gertrude Blair, the couple's second youngest child and mother of John William Coltrane, was born on March 22, 1898. In September of 1909, the Blair family moved to Tampa, Florida. Mary Alexander, cousin of John Coltrane, believes this was due to the fact that the family was run out of Edenton because of W.W. Blair's activism and political participation as an African American man in the South during Reconstruction.

The Reverend Blair was known to be an outspoken preacher, quickly becoming a political leader in the African American community of Chowan County. The Reconstruction South had several instances of violence in order to keep Black citizens from running for or keeping state political office. Blair was more than likely a victim of this intimidation, because of his heavy participation in local politics. W.W. Blair chaired the Chowan County Republican Party for nearly 25 years, was elected county commissioner, and served on the county school board. Blair likely earned these political opportunities due to the sizable African American population in Chowan County in the late 19th century, though white supremacist campaigns to disenfranchise Black voters in North Carolina in the early 1900s would strip him of his political career. W.W. and Alice Blair's youngest son, John, recalled an instance in which the Ku Klux Klan came riding through their yard, resulting in the hasty move to Tampa.³

Upon their return to North Carolina, the Blair family would eventually settle in High Point where W.W. Blair was assigned to St. Stephen A.M.E. Zion Church in 1920. Once again, Reverend Blair quickly became a leader in High Point's African American community. He joined a citizen's movement to construct an elementary school for African American children. Through cooperation with the town of High Point and the Religious Society of Friends (a Quaker organization), the former High Point Normal and Industrial Institute was turned into the Leonard Street school, where his grandson, John William Coltrane, would eventually discover a love for music. W.W. Blair was a persistent advocate for African American education and garnered the respect and camaraderie of both white High Point government officials and Black citizens. In addition to his commanding work in activism, W.W. Blair was a deeply talented minister and was known to deliver soul-stirring sermons. As such, St. Stephen A.M.E. increased his salary, elevating the socioeconomic status of his family considerably.

John Robert (J.R.) Coltrane, father of John William Coltrane, was born in 1895. Little is known of his early life. As an adult, he earned a living as a tailor. On August 17, 1925, he married Alice Gertrude Blair, daughter of W.W. Blair. At the time, J.R. owned a tailoring shop in Hamlet and Alice attended school in Livingstone College in Salisbury, North Carolina. J.R. and Alice's marriage curiously did not take place in her father's church; they were instead married just across the state line in Bennettsville, South Carolina. The most likely reason for this is the fact that, according to John William Coltrane's 1926 birth certificate, it

³ Tegnell, David. "Hamlet: John Coltrane's Origins." *Jazz Perspectives*, volume 1, issue 2, 2007. Page 5.

appears Alice had become pregnant with a child in late 1924 who had died during or shortly after birth. It is likely that Alice Blair discovered she was pregnant and the couple decided to marry in South Carolina rather than risk public embarrassment of the well-respected Reverend Blair. Reverend Blair had worked tirelessly to protect his family from public shame and keep them in good standing in the community. An out of wedlock pregnancy would have certainly tainted the family reputation. After Alice and J.R. were married, the couple returned home to Hamlet and lived in an apartment in a rooming house. A year later, John William Coltrane was born on September 23, 1926.

Life in High Point

By the end of 1926, the Coltrane family had moved to High Point where Alice's father, the Reverend William Wilson (W.W.) Blair owned land. The family first lived at 213 Price Street before moving to W.W. Blair's newly constructed house at 118 Underhill Street in 1929. Multiple members of the Blair/Coltrane family lived at 118 Underhill Street including John Robert, Alice, John William Coltrane, Alice's sister Betty, her husband Golar Lyerly and their daughter Mary, the Reverend Blair and his wife (also named Alice).⁴ According to neighbor Franklin Brower, Underhill Street was "one of the more desirable, if not the most desirable, streets for a Negro family to live on" in High Point. Oral histories of the Underhill neighborhood describe the area as respectable and well-to-do.⁵ The census of 1930, however, shows that the neighborhood was filled with multiple families living under one roof in extended family arrangements.⁶ Many Underhill residents took in roomers to help make ends meet. As a boy, John Coltrane would have experienced the limitations of living with segregation, as well as the closeness of High Point's African American community.

In the late 1920s, High Point was a vibrantly growing town with about 35,000 citizens. About a third of those citizens were Black. The city had two Black neighborhoods, a poor southside neighborhood and a more affluent eastside neighborhood about three miles away. The eastside neighborhood was only a few blocks away from a wealthy white neighborhood. 118 Underhill Street, located in the center of the eastside, was a two-story frame house with an open porch, adjoining carport, and driveway. The Blair and Coltrane families were one of few Black families that had regular access to a car, which was owned by Bettie and Goler Lyerly, John's aunt and uncle. The street in front of 118 Underhill was paved, indicating that the family was well-off financially. Reverend W.W. Blair was one of a minority of High Point Black residents that owned their homes.⁷ This new middle-class development would become known as Griffin Park.⁸

⁴ Selfridge, John. *John Coltrane: A Sound Supreme*. New York: Franklin Watts, 1999. Page 17.

⁵ Oral History with Franklin Brower. November 10, 2017. Interviewed by C.O. Simpkins, housed at the Jazz Archive at Duke University, reprinted in DeVito, Chris. *Coltrane on Coltrane: the John Coltrane Interviews*. Chicago: Chicago Review Press, 2010. Page 348.

⁶ Ancestry.com. *1930 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.

⁷ Barron, Rachel Stiffler. *John Coltrane: Jazz Revolutionary* Greensboro: Morgan Reynolds Publishing, 2002. Page 14.

⁸ Tegnell, David. "Deep Dive: The Presence of the Past in John Coltrane's Expressive and Searching Music." WBGO.org.

<https://www.wbgo.org/post/deep-dive-presence-past-john-coltranes-expressive-and-searching-music#stream/0>

It was during his time at 118 Underhill Street that John Coltrane began taking musical lessons, first starting out with the clarinet. His interest in music was apparent at a very young age. According to Coltrane's cousin, Mary Alexander, who also lived at 118 Underhill Street, constant music was a common sound in the home. She remembers Alice frequently playing the piano and John Robert playing violin and ukulele, but only in the confines of his bedroom. In 1961, John Coltrane told interviewer Francois Postif, "my family was passionate about music and my father played the violin very well."⁹ The family also owned an upright player piano, a luxury item for a middle-class African American family. This piano would move with Alice and John to Philadelphia in the early 1940s and John frequently used it to write music.¹⁰ His musically gifted family was not the only thing that would heavily influence a young John. The religious upbringing provided by his influential grandfather would remain a theme throughout his music for decades to come.

In 1958, John Coltrane told interviewer August Blume, "My grandfather, both of my grandfathers were ministers. My mother, she was very religious. Like, in my early years when I was going to church every Sunday and stuff like that, being under the influence of my grandfather [Rev. Blair]—he was the dominating cat in the family. He was most well versed, active politically. He was more active than my father, who was a tailor; but he [John Robert] never seemed to say too much. He just went about his business, that was it, you know. But my grandfather, he was pretty militant, you know. Politically inclined and everything. Religion was his field, you know. So that's where—I grew up in that."¹¹

As a grade school student, John Coltrane excelled academically. John's cousin Mary described John as "basically a good child, but he was mischievous and he always had this dry sense of humor...basically he was very quiet."¹² As one of the top students, he was inducted into the school safety patrol. Based on a fifth grade class project of Coltrane's, however, it is clear that music was at the forefront of his mind. In his "Negro History" project, a young John had cut out newspaper clippings and photographs of popular musicians at the time, including Leo Morley, E. Simms Campbell, Paul Robeson, Anna Ray Moore, Roland Hayes, Fletcher Henderson, Ernie Morris, the Dancing Nicholas Brothers, and Marian Anderson.¹³ Timing had much to do with building Coltrane's musical foundation. Being born in 1926 meant that by his teenage years he was hearing the popular songs and sophisticated arrangements at the height of the big band era.

At just 12 years old, John Coltrane would already experience one of the most pivotal years of his life. In 1938, his grandfather Reverend W.W. Blair died. This was a tragic loss for the family. Not only was Blair the breadwinner of the family, he was a formidable figure for both a young John and the High Point African American community. Just three weeks later, on January 2, 1939, John's father John Robert Coltrane died of stomach cancer. In an additional blow, his grandmother, Alice Blair, died three months later from breast cancer. The family was devastated, emotionally and economically. As a reprieve from the intense toll of grief, John turned towards music.

⁹ DeVito, Chris. *Coltrane on Coltrane: the John Coltrane Interviews*. Chicago: Chicago Review Press, 2010.

¹⁰ The High Point Museum has the Coltrane family piano in its permanent collection (object ID: 2005.012.001).

¹¹ DeVito, Chris. *Coltrane on Coltrane: the John Coltrane Interviews*. Chicago: Chicago Review Press, 2010. Page 12.

¹² Barron, Rachel Stiffler. *John Coltrane: Jazz Revolutionary* Greensboro: Morgan Reynolds Publishing, 2002. Page 14.

¹³ "Negro History Scrapbook." Object ID 2005.011.004. High Point Museum Collection.

<https://highpointnc.pastperfectonline.com/archive/A23368F9-72B8-41E1-9312-615940536624>.

According to the oral history of Franklin Brower, a childhood friend of Coltrane, John did not become deeply serious about music until his sophomore or junior year at William Penn High School, consequently losing interest in his studies. By that point, all of his energy was going towards music and learning different musical instruments. James Boyd, a classmate of Coltrane's, explained that the two were part of a band before William Penn High School had a band of its own. This group, the Warren B. Steele Band, was started by a Boy Scout Troop Master who procured instruments for those that did not own them. The band practiced and performed at the community center near William Penn High School. The first documented performance by this community band took place, Friday, October 6, 1939 at the Colored Municipal Park in High Point at an event sponsored by the Works Progress Administration.¹⁴ Presumably, this was John Coltrane's first public musical performance. With the community band, Coltrane first started playing the alto horn, quickly moving on to clarinet. The success of the community band inspired William Penn principal Samuel Burford to start a school band in 1940. Coltrane joined as a founding member of the school band under the direction of Grayce W. Yokely. Later, Coltrane developed an interest in the alto saxophone, practicing with Charlie Haygood, a restaurant owner on Washington Street.¹⁵ "For a while," observed his high school friend David Young, "I don't think he had anything but that horn."¹⁶

At William Penn High School, John's classmates voted him "most musical boy."¹⁷ By the time he graduated in 1943, there were few economic opportunities available for young African American men in High Point. As a result, John moved to Philadelphia, Pennsylvania to join his mother, who had moved several years prior to find work after the deaths of her father and husband. In Philadelphia, John continued his training on saxophone. While John visited friends a few times after his move, he never returned to High Point again after 1945.¹⁸

Life After High Point

After his move to Philadelphia, John Coltrane began working in a sugar refining factory. He also briefly enrolled in the Ornstein School of Music and studied at Granoff Studios. Coltrane was drafted into the United States Navy in 1945 and served in Hawaii before being discharged the following year. Coltrane never saw combat, but it was during his service that he recorded his first piece with some fellow sailors. The quartet recorded Tadd Dameron's "Hot House" on July 13, 1945. Upon his return to Philadelphia, he began gigging with local bands, playing with such musical superstars as Jimmy Heath and Dizzy Gillespie. It was also during this time that he switched to the tenor saxophone.

By 1951, however, Coltrane's musical career was in danger due to the heroin addiction that gripped his life. He began playing with Miles Davis and spent several years as a sideman while trying to overcome his addiction. As John Coltrane was finding his own musical style, he also found a way to make Philadelphia home. In 1955, he bought a home and married Juanita "Naima" Austin. A falling out with Miles Davis over

¹⁴ Oral History with Franklin Brower. November 10, 2017. Interviewed by C.O. Simpkins, housed at the Jazz Archive at Duke University. Page 4.

¹⁵ "John Coltrane." High Point Museum Website. <https://www.highpointnc.gov/843/John-Coltrane>.

¹⁶ Porter, Lewis. *John Coltrane: His Life and Music*. Ann Arbor: University of Michigan Press, 1998. Page 17.

¹⁷ "List of Senior Class Superlatives Released," *Students' Pen*, May 21, 1943. North Carolina Collection, High Point Public Library.

¹⁸ "John Coltrane." High Point Museum Website. <https://www.highpointnc.gov/843/John-Coltrane>.

Coltrane's drug use would occur in 1956, though it appears that Davis' decision to cut Coltrane from the band may have been the impetus that allowed him to give up drugs for good. On May 31, 1957, he finally made his recording debut as a leader, putting together a pickup band consisting of trumpeter Johnny Splawn, baritone saxophonist Sahib Shihab, pianists Mal Waldron and Red Garland, bassist Paul Chambers, and drummer Al "Tootie" Heath. The album was simply called "Coltrane."¹⁹

In 1958, Coltrane began playing with the Thelonius Monk Quartet and recorded several more albums. The next five years would be the summit of Coltrane's musical achievement and influence. He began playing with the same group of musicians (McCoy Tyner, Jimmy Garrison, and Elvin Jones), a quartet that is now widely considered one of the most influential of the decade. After several record company changes, Coltrane released over 25 albums. Coltrane was at the height of his fame in 1965, and was named "Jazzman of the Year" by the influential jazz magazine *Down Beat*.²⁰

In 1965, Coltrane married Alice McLeod after his divorce from Naima Austin. Together, John and Alice would have three children and spend their life in their residence in Dix Hills, New York. It was in this home that he composed "A Love Supreme," widely lauded as his most profound piece of music. Coltrane released "A Love Supreme" as a "spiritual declaration" and a reaffirmation of the faith he was raised so intimately in as a child in High Point. He only performed the piece, which consists of four movements (titled "Acknowledgement, Resolution, Pursuance, and "Psalms") one time publicly, though it remains his most influential work.²¹ Coltrane's career would be cut short in late 1966, however, when he was diagnosed with liver cancer. He died on July 16, 1967 at 41 years old. Even decades after his death, his legacy as one of the greatest jazz musicians of all time continues.

Grantor-Grantee Index

Grantors	Grantees
J. Allen and Nancy K. Austin	W. W. Blair
W. W. Blair's heirs: Mary Lyerly King Alexander and husband, William M. Alexander, Minnie Blair Fowler, J. G. Blair and wife Ethel W. Blair, William W. Blair, Eva W. Blair, Viola Smith, Joseph Wilson and Wife Ora Coleman Wilson, and Benny Alston.	Richard Lee and Johnsie Bell Shaw
Richard Lee and Johnsie Bell Shaw	City of High Point

¹⁹ "John Coltrane." Philadelphia Music Alliance Website.
<https://www.philadelphiamusicalalliance.org/honoree.php?id=27>.

²⁰ John Coltrane House National Historic Landmark Nomination. United States Department of the Interior, National Park Service. January 20, 1999. Page 13.

²¹ "The Story of 'A Love Supreme.'" NPR Music. 7 March 2012.
<https://www.npr.org/2000/10/23/148148986/a-love-supreme>

Chain of Title**1. Book 614 Page 703**

- a. Land Deed recorded on May 13, 1922
- b. Grantor: J. Allen Austin and Nancy K. Austin
- c. Grantee: W. W. Blair (built the home)

2. Book 2947 Page 950

- a. Recorded on June 19, 1978
- b. Grantor: W. W. Blair's heirs: Mary Lyerly King Alexander and husband, William M. Alexander, Minnie Blair Fowler, J. G. Blair and wife Ethel W. Blair, William W. Blair, Eva W. Blair, Viola Smith, Joseph Wilson and Wife Ora Coleman Wilson, and Benny Alston.
- c. Grantee: Richard Lee and Johnsie Bell Shaw

3. Book 6442 Page 2451

- a. Recorded on November 28, 2005
- b. Grantor: Richard Lee and Johnsie Bell Shaw
- c. Grantee: City of High Point

V. Finding Aid for Photographs

- Fig. 1a-b: Setting (landscape features, lot)
- Fig. 2: Front (West) Elevation
- Fig. 3: Side (South) Elevation
- Fig. 4: Rear (East) Elevation
- Fig. 5: Side (North) Elevation
- Fig. 6: Roof
- Fig. 7: Siding
- Fig. 8a-b: Windows
- Fig. 9a-b: Doors
- Fig. 10: Porch

VI. Bibliography

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VII. Appendix

Appendix 1

John Robert Coltrane and Alice Blair's Marriage License from August 17, 1925. As published in Tegnell, David. "Hamlet: John Coltrane's Origins." *Jazz Perspectives*, volume 1, Issue 2, 2007.

CERTIFIED A TRUE COPY

P. Mark Heath

MARRIAGE LICENSE
CLARENCE HEATH
PROCLAMATE JUDGE FOR HAMBORO COUNTY
AFFIDAVIT TO SECURE LICENSE
Box 435
Spartanburg, SC 29582

STATE OF SOUTH CAROLINA,
County of Marlboro.

I do solemnly swear that I am legally capacitated to marry; that my full name is *John Robert Coltrane*

my age is *27* years and *00* months; my place of residence is *Hamlet, N.C.*

my nationality is *American* my race is *Colored*

Sworn to before me this *17th* day of *August* A.D. 1925

(L.S.) *J. R. Coltrane* Notary Public *John R. Coltrane*

MARRIAGE LICENSE

STATE OF SOUTH CAROLINA,
County of Marlboro.

I do solemnly swear that I am legally capacitated to marry; that my full name is *Alice Blair*

that my age is *27* years and *00* months; my place of residence is *Hamlet, N.C.*

my nationality is *American* my race is *Colored*

Sworn to before me this *17th* day of *August* A.D. 1925

(L.S.) *J. R. Coltrane* Notary Public *Alice Gertrude Blair*

MARRIAGE LICENSE

STATE OF SOUTH CAROLINA,
County of Marlboro.

WHEREAS, it has been made to appear to me, J. G. McLaughlin, Judge of Probate for Marlboro County, upon oath that *John Robert Coltrane* of *Hamlet, N.C.* and *Alice Gertrude Blair* of *Hamlet, N.C.* are legally capacitated to contract matrimony, and that their ages are respectively *27* years and *00* months, and *27* years and *00* months; and that their race is *Colored* and their nationality *American*

THESE are therefore to authorize any person qualified to perform marriage ceremonies, to perform the marriage ceremony for the persons above named, and for so doing this shall be sufficient warrant.

Given under my Hand and Seal this *17th* day of *August* A.D. 1925

Judge of Probate for Marlboro County.

Appendix 2

The Leonard Street School, where John Coltrane attended elementary school. St. Stephens A.M.E. Church, where Reverend W.W. Blair presided can be seen to the left of the school. 213 Price Street, John Coltrane's first home in High Point, can be seen to the left of the church. Courtesy of the High Point Museum.



Appendix 3

Photograph, black and white, depicting the third grade class of Leonard Street School, 1934. Included in the image is John Coltrane. Forty-one students stand or sit on the steps outside the school building. Coltrane is second from left in the third standing row; he wears a necktie and long-sleeved sweater and has his hands in his pockets. The teacher, Mrs. Whitten, is seated at far right on the second row. Handwritten in red ink on reverse is "Mrs. Whitten's 3rd Grade 1934 Leonard Street School". Courtesy of the High Point Museum.



Appendix 4

Reverend W.W. Blair, John Coltrane's maternal grandfather. As published in Tegnell, David. "Hamlet: John Coltrane's Origins." *Jazz Perspectives*, volume 1, Issue 2, 2007.



Appendix 5

The apartment in Hamlet, North Carolina where John Robert Coltrane and Alice Blair briefly lived at the beginning of their marriage. As published in Tegnell, David. "Hamlet: John Coltrane's Origins." *Jazz Perspectives*, volume 1, Issue 2, 2007.



VIII. Figures

Figure 1: Setting

A)



B)



Figure 2: Front (West) Elevation



Figure 3: Side (South) Elevation



Figure 4: Rear (East) Elevation



Figure 5: Side (North) Elevation



Figure 6: Roof



Figure 7: Siding



Figure 8: Windows

A)

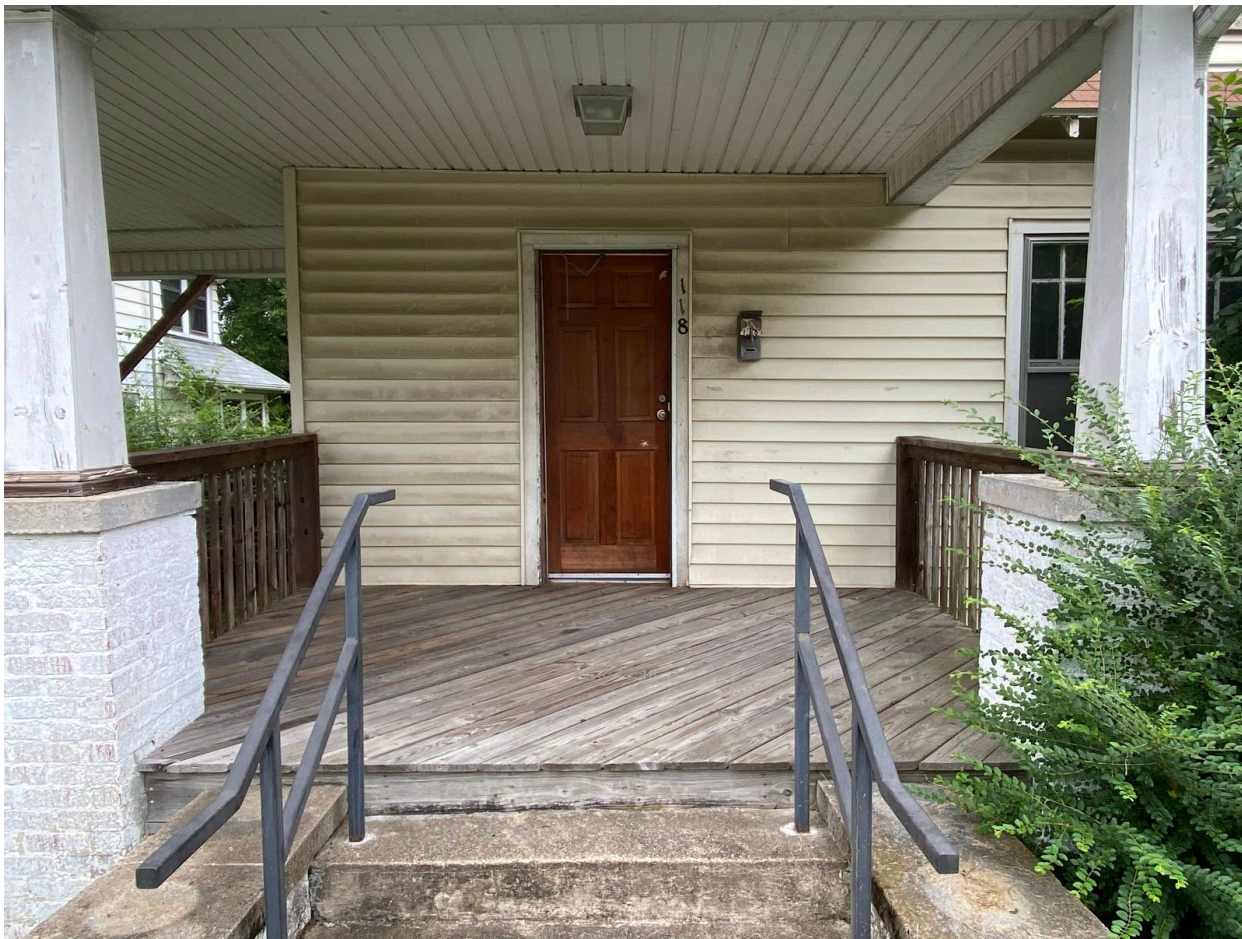


B)



Figure 9: Doors

A)



B)



Figure 10: Porch/Carport



I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND SUPPORT LANDMARK DESIGNATION OF THE PROPERTY DEFINED HEREIN.

I also acknowledge that the Guilford County Historic Preservation Commission may require additional information.

Randy McCaslin, Interim City Manager

10-19-2020

Signature of Owner

Date

Randy E. McCaslin

10/19/2020

Signature of Owner

Date

I also acknowledge that the designation includes the interior, interior features and details; exterior, exterior features and details of all structures; and land, unless otherwise noted in the application. Any alterations of the property and/or features designated, requires an approved *Certificate of Appropriateness (COA)* issued by the Guilford County Historic Preservation Commission.

Randy E. McCaslin

10/19/2020

Signature of Owner

Date

Randy McCaslin, Interim City Manager

10-19-2020

Signature of Owner

Date