City of High Point

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

Meeting Agenda

Monday, November 17, 2014

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

140337 Cub Scout 24 - Covenant United Methodist Church
The Cub Scout Troop 24, Wolf Den, of Covenant United Methodist Church and their Den leaders, will be present at the Monday, November 17th meeting to lead the City Council meeting in the Pledge of Allegiance.

140338 Presentation- Keith Pugh - APWA NC President's Award
Mr. Russell Byrd, President of the North Carolina APWA (American Public Works Association), will be present to present Keith Pugh, Engineering Services Director, with the APWA NC President's Award.

140339 Proclamation - Police Reserve Officer Unit Day
Police Chief Marty Sumner and Captain Gart Evans, Executive Officer of the Reserves, and members of the High Point Police Reserve Officers, will be present to receive a Proclamation designating Monday, November 17th at "High Point Police Reserve Officer Unit Day" in the City of High Point.

140340 Recognition - High Point University Sports Teams - Big South Championships
Members of the High Point University Women's Soccer Team, Men's Cross Country Team and Women's Cross Country Team will be in attendance for recognition as Big South Championship winners.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member Moore, Chair

140341 Contract Extension - Sharpe Brothers - Resurfacing
Council is requested to approve a contract extension (change order no. 3) with Sharpe Brothers in the amount of $284,459.08 to complete the resurfacing of Cedrow Drive from Pendleton Street to Scientific Street as well as other paving projects within the city.

140342 Supplemental Agreement- NCDOT - Model Farm Road Bridge Replacement
Council is requested to approve a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for the replacement of the Model Farm Road Bridge.

140343 Contract - Jacobs Place - Stormwater Improvements
Council is requested to authorize the execution of contract with Hazen & Sawyer in the amount of $287,476.00 for the design and contract administration for the Jacobs Place watershed (Jacobs Place 1 and Jacobs Place 5) stormwater improvements.

140344 Contract - Cameron Development Group - Corporation Drive Pump Station
Council is requested to authorize the execution of contract with Cameron Development Group in the amount of $381,690.00 for the replacement of the existing Corporation Drive Pump Station.

140345 NCDOT - Demonstration Grant - Furniture Market Transportation Funding
Council is requested to authorize the City Manager to execute a Transit Developmental Program Noncapital Public Body Grant Agreement with the North Carolina Department of Transportation (NCDOT) for the Furniture Market Transportation Funding Grant in the amount of $1,200,000.00.

140346 Purchase of Property - 3308 E. Kivett Drive
Council is requested to authorize the City Attorney's office to proceed with the purchase of property located at 3308 E. Kivett Drive for possible future expansion of the Traffic & Sign Shop.

140347 Lease of Property - Main Street Parking Deck - 115 S. Main Street
City Council is requested to authorize the City Manager to execute a lease agreement for the Main Street parking Deck with the High Point Plaza Hotel.

140367 Capital Project Ordinance Amendments
Council is requested to adopt a capital project ordinance amendments for the Series 2012 Downtown Improvements Project.

Pending Items

140296 Contract - Washington Street Streetscape Project
Engineering Services recommends that Council approve the base bid with both alternates and award contract ENG2014-003 Washington Street Streetscape Project to Atlantic Contracting at the bid amount of $438,327.50. At the October 2nd City Council meeting this item was referred back to committee to receive further information.)

140297 Budget Ordinance Amendment - Washington Street Streetscape Project
Council is requested to adopt a budget ordinance amending the 2014-2015 Budget Ordinance to appropriate funds for the Washington Street Streetscape Project.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Council Member Douglas, Chair

140348 Citizen Participation Plan
Council is requested to adopt the Citizen Participation Plan as required by HUD which provides citizens an adequate opportunity to participate in an advisory role in planning, implementing, and assessing HUD programs.

140349 Residential Anti-Displacement and Relocation Plan

Council is requested to approve the Residential Anti-Displacement and Relocation Plan which furnishes citizens with plans for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons actually displaced.

140350 Demolition - Meredith Street Apartments
Council is requested to award contract for the demolition of the Meredith Street Apartments.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers, Chair

140351 Resolution of Intent - Street Abandonment Case 14-08
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 15, 2014 at 6:15 p.m. to consider a request by the Technical Review Committee to abandon excess right-of-way lying along the north side of Cedrow Drive, between Runyon Drive and Twain Avenue.

140352 Resolution of Intent - Street Abandonment Case 14-09
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 15, 2014 at 6:15 p.m. to consider a request by the Technical Review Committee to abandon portions of three alleys lying south of Ferndale Boulevard, between N. Lindsay Street and Oakwood Street.

140353 Resolution of Intent - Street Abandonment Case 14-10
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 15, 2014 at 6:15 p.m. to consider a request by the Technical Review Committee to abandon the unimproved portion of the Dade Street right-of-way, lying to the east of the Westbury Way Subdivision, between Westbury Drive and Boyce Avenue.

140354 Easement Reconveyance High Point University
A request by High Point University to reconvey a utility easement, within the former Willoubar Terrace right-of-way, located on the site of the Centennial Square II Student Housing project.

140355 Oakwood Cemetery (Private Portion) - Transfer of Ownership to the City of High Point
Council is requested to authorize the City Manager to negotiate an agreement with Mr. Charlie Dye to transfer the private portion of Oakwood Cemetery to the City of High Point. This item was discussed in the Comprehensive Planning Committee on Tuesday, November 11th and favorably recommended this action.

140356 Main Street Project
The Comprehensive Planning Committee recommends to the Council to authorize the City Manager to begin the engineering on the underground electric, water and sewer line replacement, and intersection improvements on North Main Street from Westwood to Parkway.

140359 Video Sweepstakes Establishments Within the City of High Point
Council discussion regarding the operation of video sweepstakes establishments within the City of High Point.

MISCELLANEOUS

140332 Designation of Deputy City Clerk
Pursuant to G.S. 160-A172, Council is requested to designate Thomas Vincent as Deputy City Clerk.

140357 Appointment - NCMPA1 First Alternate Commissioner - William Bencini, Jr.
At the request of Mayor Jim Davis, the City Council is asked to confirm the appointment of William (Bill) Bencini, Jr. as the NCMPA1 First Alternate Commissioner replacing Bernita Sims.

140358 Amendment - Ordinance Establishing Dates and Times for Official Sessions of City Council
Council is requested to adopt an amendment to the ordinance establishing dates and times for official sessions of the High Point City Council.

140368 Municipal Election - November 4, 2014 - Canvass Results
Council is requested to acknowledge receipt of the canvassed results of the Municipal General Election held on Tuesday, November 4, 2014 for the Mayor and High Point City Council.

PUBLIC HEARINGS - 6:15 P.M.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers, Chair

140360 Ordinance - Zoning Case 14-10 - McDonald's USA, LLC
A request by McDonald's USA, LLC to rezone an approximate 0.6 acre portion of a larger 1.3 acre parcel from a Residential Single Family-7 (RS-7) District to the General Business (GB) District. The rezoning area is lying along the east side of Cleveland Street, approximately 320 feet south of Greensboro Road.

140361 Amendment to Zoning Case 12-07 - Greenwood & Charles, Inc.
A request by Greenwood & Charles, Inc. to amend Conditional Zoning Ordinance 12-07 to:
Add a 0.6 acre parcel; and
Rezone a 0.6 acre parcel from the Residential Single Family-7 (RS-7) District to a Conditional Zoning General Business (CZ-GB) District.
The site is lying along the south side of Old Winston Road, approximately 130 feet east of Bellevue Drive (925 Old Winston Road).

140362 Ordinance - Zoning Case 14-11 - The Model Farm in High Point, Inc.
A request by The Model Farm in High Point, Inc. to rezone a 1.9 acre parcel from a Conditional Use Highway Business (CU-HB) District to a

Conditional Zoning Highway Business (CZ-HB) District. The site is lying along the west side of Brentwood Street, approximately 1,000 feet south of Business 85 (2068 Brentwood St).

140363 Special Use Permit - TowerCom Enterprise
A request by TowerCom Enterprise to allow a Telecommunication Tower exceeding the height limits of the Residential Single Family-12 (RS-12) District. The site is lying along the west side of Johnson Street, approximately 680 feet south of Hampton Park Drive (3929 Johnson St).

140364 Ordinance - Text Amendment 14-06 - City of High Point
A request by the Planning & Development Department to amend Section 9-5-2(ttt) of the Development Ordinance, entitled Livestock and Bees, to remove provisions pertaining to Fowl and Apiaries (Bees).

140365 Resolution - Street Abandonment SA 14-11 - City of High Point
A request by the City Manager's Office to abandon an unimproved right-of-way lying along the west and east side of S. Centennial Street, between Lake Avenue and E. Kerns Avenue.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

140321 Boards and Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

140366 Minutes to be Approved
Community Housing & Neighborhood Development Committee: Tuesday, October 28th @ 9:00 a.m.
Regular Council Committee: Monday, November 3rd @ 5:30 p.m.
Special Meeting of CC (Personnel) Meeting: Friday, November 7th @ 9:00 a.m.
Special Meeting of CC (Personnel): Monday, November 10th @ 9:00 a.m.
Comprehensive Planing Committee Meeting: Tuesday, November 11th at 4:00 p.m.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: **Amendment to Zoning Case 12-07**
(Greenwood & Charles, Inc.)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: November 5 & 12, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report

PURPOSE:
A request by Greenwood & Charles, Inc. to amend Conditional Zoning Ordinance 12-07 to:

a) Add a 0.6 acre parcel; and
b) Rezone a 0.6 acre parcel from the Residential Single Family-7 (RS-7) District to a Conditional Zoning General Business (CZ-GB) District.

The site is lying along the south side of Old Winston Road, approximately 130 feet east of Bellevue Drive *(925 Old Winston Road).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding-Amendment to Zoning Case 12-07. The Planning & Zoning Commission recommended ***approval*** of this request by a vote of 7-0.

B. Staff recommends ***approval*** of the requested Amendment to Zoning Case 12-07 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Greenwood & Charles, Inc. **Amendment to Zoning Case 12-07**

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed an Amendment to Zoning Case 12-07. All members of the Commission were present except for Mr. Hough. Mr. Herbert Shannon, Senior Planner, presented this request and recommended approval of the request as outlined in the staff report.

Speaking on behalf of the request was Ms. Abigaile Pittman, 210 Louise Avenue, High Point, who is providing planning assistance to the applicant, and the applicant Mr. Keith Charles, 1702 Gentry Court, High Point. Ms. Pittman provided an overview of the request; she stated the amendment will allow for use of the rear of the site, which was reduced in size with the realignment of Old Winston Road, and that the applicant will not be seeking any additional eastward expansion of this commercial site along Old Winston Road.

No one spoke in opposition to this request.

The Planning & Zoning Commission recommended ***approval*** of the Amendment to Zoning Case 12-07, as recommend by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is consistent with the City's adopted plans.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is reasonable and in the public interest because: 1) The request is consistent with the City's Land Use Plan; 2) Based on existing conditions in CZ12-07, the addition of this 0.6 acre parcel will not change the findings used to established this CZ-GB District; 3) The 0.6 acre parcel to be added will be governed by conditions in CZ12-07, which will ensure development will be compatible with adjacent uses; and 4) The realignment of Old Winston Road and landscaping condition of CZ12-07 narrows the usable land area at the rear of this commercial property and the addition of the small parcel creates a more usable commercial lot and mitigates impacts to the abutting residential uses.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
AMENDMENT TO ZONING CASE 12-07
October 28, 2014

Request	
Applicant: Greenwood & Charles, Inc.	**Owner:** Greenwood & Charles, Inc.
Zoning Proposal: To amend Conditional Zoning Ordinance 12-07(CZ12-07) to: a) Add a 0.6 acre parcel to CZ12-07; and b) Rezone a 0.6 acre parcel	**From: RS-7** Residential Single Family-7 District **To: CZ-GB** Conditional Zoning General Business District

Site Information	
Location:	The site is lying along the south side of Old Winston Road, approximately 130 feet east of Bellevue Drive *(925 Old Winston Road).*
Tax Parcel Numbers:	Guilford County tax parcel 0197341
Site Acreage:	Current area of CZ12-07 – Approximately 1.9 acres. Area to be added - Approximately 0.6 acre (26,700± sq. ft.) Proposed new acreage – Approximately 2.5 acres
Current Land Use:	Single family dwelling
Physical Characteristics:	The site is relatively flat with no distinguishing features.
Water and Sewer Proximity:	A 12-inch City water line and an 8-inch City sewer line lies adjacent to the site along Old Winston Road.
General Drainage and Watershed:	The site drains in a northerly direction towards Old Winston Road and is within the Yadkin Pee-Dee (non-water supply) watershed. Based on the total acreage of CZ Ordinance 12-07 and potential development intensity, stormwater controls may be required.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use			
North:	**RS-9**	Single Family Residential-9 District	City of High Point Fire Station #4
South:	**CZ-GB**	Conditional Zoning General Business District	Retail use and automotive sales
	HB	Highway Business	
East:	**RS-7**	Single Family Residential-7 District	Single family dwelling
West:	**CZ-GB**	Conditional Zoning General Business District	Retail use

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The area proposed for rezoning is designated as Low Density Residential which includes primarily single family detached dwellings on individual lots. The intent is for the zoning site to be added to an existing commercial use fronting along N. Main Street. This segment of N. Main Street is designated as Community/Regional Commercial on the Land Use Map which includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers
Community Growth Vision Statement	Not Applicable
Land Use Plan Goals Objectives & Policies:	Goal & Objectives: The following goal and objective of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods; Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses; Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses. Development Guidelines: Office and Commercial Developments Bordering Residential Neighborhoods. The evaluation of a zoning request for a property adjoining an established residential neighborhood which also fronts on a thoroughfare or collector street shall address the following: • The mass, scale & height of the proposed use and accessory uses; • The topography of the subject property and adjacent residential uses; • The effectiveness of maintaining neighborhood compatibility through the conversion of an existing residential structure to a non-residential use; • The impact on the residential neighborhood of non-local traffic generated by the proposed use; and • The sufficiency of the proposed buffering, setbacks and landscaping. The intent will be to minimize to the extent feasible the intrusive impact of the non-residential use on the adjacent neighborhood.
Relevant Area Plan:	Not applicable
Zoning History:	The 1.9 acres associated with CZ12-07 was initially granted a Conditional Use Limited Business (CU-LB) District zoning in 1990. In order to expand allowable commercial uses, the southern half of the site (fronting along N. Main Street) was rezoned to a Highway Business (HB) District in 2010. So that two different zoning districts and development standards would not divide the property, the entire 1.9 acres was rezoned to a CZ-GB District in 2012.

Transportation Information				
Adjacent Streets:	**Name**		**Classification**	**Approx. Frontage**
	Old Winston Road		Major Thoroughfare	92 ft.
Vehicular Access:	CZ 12-07 prohibits access to Main Street, requires the existing access drive to N. Main Street to be removed upon redevelopment of the site and allows two points of access to Old Winston Road. The proposed amendment, to add this 0.6-acre parcel, will not change these previously adopted access conditions.			
Traffic Counts: *(Average Daily Trips)*	N. Main Street Old Winston Road		22,000 (2009, 24 hour count) 2,100 (2009, 24 hour count)	
Estimated Trip Generation:	Using the development data provided by the applicant in 2012, a potential gas station with 12-fueling stations will generate approximately 6,511 trips/day, 198 trips (entering & exiting) in the AM peak hour and 228 trips (entering & exiting) in the PM peak hour.			
Traffic Impact Analysis:	**Required**		**Comment**	
	Yes	No X	The 2012 zoning approval included a TIA, the proposal to add a 0.6-acre parcel will not significantly alter the findings of that 2012 study.	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.			

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting to amend CZ12-07 to add a 0.6-acre parcel located to the rear of this commercially zoned parcel. The applicant is proposing to add this parcel in order to create a more usable commercial site. If approved, all previously adopted conditions of Z12-07 would apply and this new parcel will be governed by those development conditions and restrictions.

Staff Analysis

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

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: CZ12-07 prohibits higher intensity commercial uses such as automobile repair, bars and motor vehicle sales. In addition, it prohibits canopies & gasoline pumps associated with convenience stores and drive-thru ordering stations (speakers and pick-up windows) on the rear of the site. The inclusion of this 0.6 acre parcel will be bound by these restrictions, thus ensuring development will be compatible with the adjacent residential area.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: To help ensure compatibility with adjacent residential uses, access to this commercial parcel is restricted. Only two points of vehicular access are permitted to Old Winston Road, one of which must align with Bellevue Drive. Thus, placement of the second access point will mostly likely be located away from the residential area and toward the N. Main Street intersection with Old Winston Road. This current condition of CZ12-07 will mitigate potential traffic impacts to adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: Staff has not identified any environmental impacts based upon the proposed district.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and services. The proposed district has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: Based upon previously adopted conditions in CZ12-07 that restrict uses on the rear of the site, limits the number of access points, and provides landscaping conditions; potential adverse impacts upon adjacent properties are mitigated.

Changes in the Area:

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

Staff Comments:

- Within the last several years, Old Winston Road was widened and realigned to connect directly to the signalized intersection at N. Main Street. The improvements included wider travel lanes, a center turn lane, intersection improvements, and sidewalks. The cumulative impact of the all these improvements and the development of the City Fire Station has changed the character of this intersection, so as to support higher intensity commercial zoning.
- The realignment of Old Winston Road in 2011 significantly narrowed the configuration of the rear of this commercial property. Additionally, use of the rear of this commercial property is further restricted by landscaping conditions in CZ12-07, which requires a minimum 25-foot wide planting yard be provided next to abutting residential parcels. This proposed amendment squares off the rear of this commercial area and allows for reasonable use of the rear of this property. The zoning site, parcel to be added, has a width of 90 feet and aligns with the adjacent Fire Station, beyond this location site staff does not support additional expansion of non-residential uses further eastward along Old Winston Road, as additional expansion of commercial uses will encroached into the established residential neighborhood.

Development Patterns:

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

Staff Comments:

As conditioned, parcels associated with CZ12-07 are required to be combined to form one lot prior to redevelopment. As a result, development will be oriented toward N. Main Street keeping with the preferred and established development pattern along this commercial corridor.

Consistency with Adopted Plans:

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

Staff Comments:

The commercial frontage of this site has a Land Use Map designation of Community/Regional Commercial and development will continue to be oriented towards N. Main Street, which is consistent with the commercial development pattern along N. Main Street. The area requested for rezoning will be used primarily as a buffer between the existing commercial use and the adjacent neighborhood.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The request is consistent with the City's Land Use Plan; 2) Based on

existing conditions in CZ12-07, the addition of this 0.6 acre parcel will not change the findings used to established this CZ-GB District; 3) The 0.6 acre parcel to be added will be governed by conditions in CZ12-07, which will ensure development will be compatible with adjacent uses; and 4) The realignment of Old Winston Road and landscaping condition of CZ12-07 narrows the usable land area at the rear of this commercial property and the addition of the small parcel creates a more usable commercial lot and mitigates impacts to the abutting residential uses.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to add this parcel to CZ12-07 and to rezoned to a Conditional Zoning General Business District. As conditioned, the requested will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

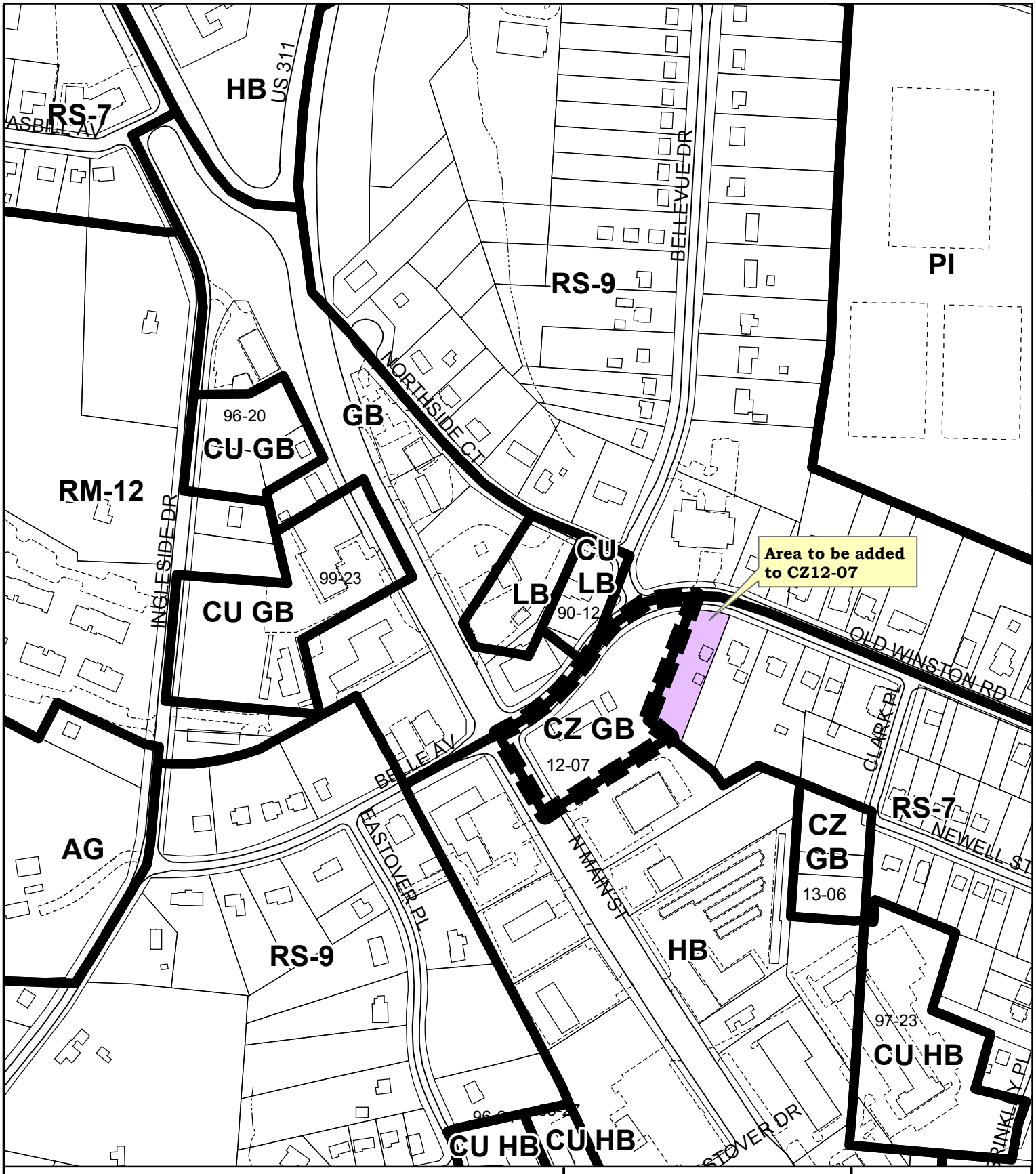
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting 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 Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



AMENDMENT TO CZ12-07

From: Residential Sinlge Family-9
To: Conditional Zoning General Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 10, 2014

N

Scale: 1'=300'

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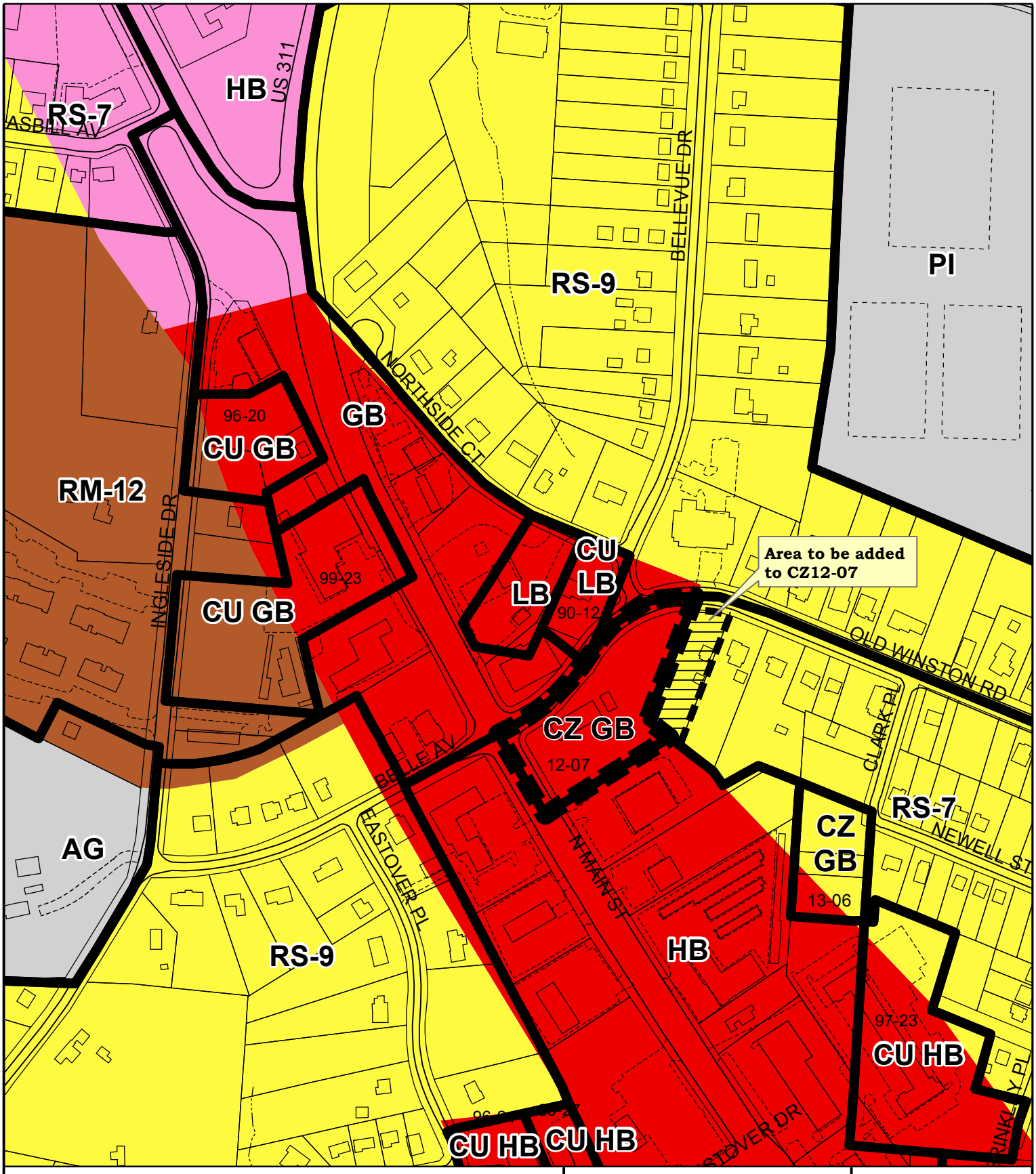

AMENDMENT TO CZ12-07

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Local/Convenience Commercial
- Community/Regional Commercial
- Institutional

Planning & Development Department

City of High Point

Date: October 24, 2014

N

Scale: 1'=300'

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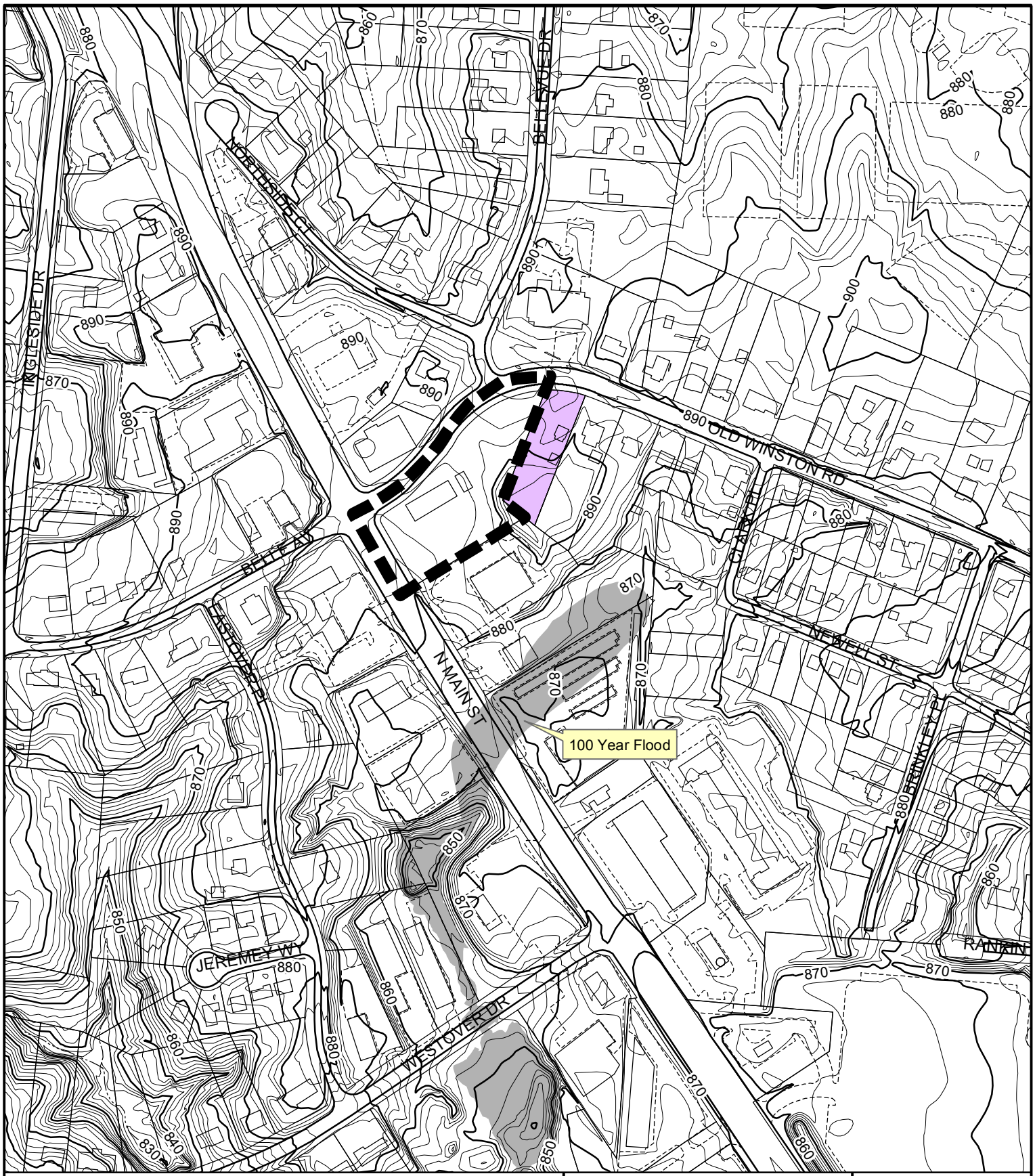

AMENDMENT TO CZ12-07

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: October 17, 2014

N

Scale: 1"=300'

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AMENDMENT TO CZ12-07
INGLESIDE DR
NORTHSIDE CT
BELLEVUE DR
OLD WINSTON RD
CLARK PL
NEWELL ST
BRINKLEY PL
BELLE AV
EASTOVER PL
N MAIN ST
JEREMEY WY
WESTOVER DR
RANKIN PL

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Amendment to Zoning Case 12-07** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 _____.

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: **Conditional Zoning General Business (CZ-GB) District** and described as follows:

Tract 1. Conditional Zoning General Business (CZ-GB) District. This tract consists of Guilford County tax parcels 0197343 & 0197344 *(2928 & 2926 N. Main Street).* Approximately 1.02 acres lying at the southeast corner of N. Main Street and Old Winston Road.

Tract 2. Conditional Zoning General Business (CZ-GB) District. This tract consists of Guilford County tax parcel**s** 0197342 *(929 Old Winston Road)* **and 0197341 *(925 Old Winston Road).*** ~~An~~ **A**~~a~~pproximately ~~0.68~~ **1.28** acre**s** ~~parcel~~ lying south**east** of the intersection of Old Winston Road and Bellevue Drive.

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:

Tract 1. Any of the land uses allowed in the General Business (GB) District shall be permitted subject to the development and dimensional requirements of the GB District and the specific conditions listed in this Conditional Zoning Ordinance.

Tract 2. Any of the land uses allowed in the General Business (GB) District shall be permitted subject to the development and dimensional requirements of the GB District and the specific conditions listed in this Conditional Zoning Ordinance.

Part II. CONDITIONS:

A. Prohibited and Restricted Uses

1. The following use shall be prohibited.

a) Business/Professional & Personal Services Uses
   i. Automobile Rental or Leasing (Ref. SIC 7510)
   ii. Automobile Repair Services, Major
   iii. Automobile Repair Services, Minor
   iv. Automobile Towing and Storage Services (Ref. SIC 7549)
   v. Boat Repair (Ref. SIC 3730)
   vi. Car Washes (Ref. SIC 7542)

b) Retail Trade Uses
   i. Bars (Ref. SIC 5813)
   ii. Bars (capacity > 100 persons) (Ref. SIC 5813)
   iii. Boat Sales (Ref. SIC 5551)
   iv. Building Supply Sales (with storage yard) (Ref. SIC 5211)
   v. Bulky Item Outdoor Display
   vi. Manufactured Home Sales(Ref. SIC 5271)
   vii. Motor Vehicle Sales (new and used) (Ref. SIC 5511)
   viii. Motorcycle Sales (Ref. SIC 5571)
   ix. Recreational Vehicle Sales (Ref. SIC 5361)
   x. Truck Stops (Ref. SIC 5541)

c) Transportation/Warehousing & Utilities Uses
   i. Warehouses (general storage/enclosed) and Distribution Centers (Ref. SIC 4220)
   ii. Warehouses (self-storage) (Ref. SIC 7510)

d) Other Uses
   i. Storage Containers, Portable (accessory use)
   ii. Sexually Oriented Businesses

2. The following uses shall be restricted upon Tract 2.
   a) Canopies and gasoline pumps associated with convenience stores with pumps and gasoline service stations shall not be permitted upon any portion of Tract 2.
   b) Drive-thru ordering stations (speakers and pick-up windows) shall not be permitted upon any portion of Tract 2.

B. Development Standards and Dimensional Standards:

1. Lot Combination: Tracts 1 and 2 of the zoning site (Guilford County Tax Parcels 0197343, 0197344, ~~and~~ 0197342 **and 0197341**) shall be combined to form one lot prior to any additional development and re-subdivision.

2. Landscaping: A minimum twenty-five (25) foot wide planting yard, planted at the Type B planting rate, shall be provided along the eastern property line of the zoning site where it abuts residential uses.

C. Transportation Conditions.

1. Vehicular Access:
   a) No access shall be allowed to Main Street.
   b) Any existing access drive to N. Main Street shall be required to be removed upon redevelopment and thereafter access shall be in accordance with the City of High Point Driveway Ordinance.
   c) Two (2) points of access shall be allowed to Old Winston Road. One of the access points must be opposite Bellevue Drive.

2. Improvements
   a) Restripe the existing pavement to provide a westbound left turn lane at the access point opposite Bellevue Drive.
   b) Provide a northbound right turn lane at the intersection of N. Main Street and Old Winston Road/Belle Avenue if a convenience store with 12 fueling stations or more is constructed. The right turn lane requirement will be re-evaluated if a different use is proposed in the future.

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

SECTION 3

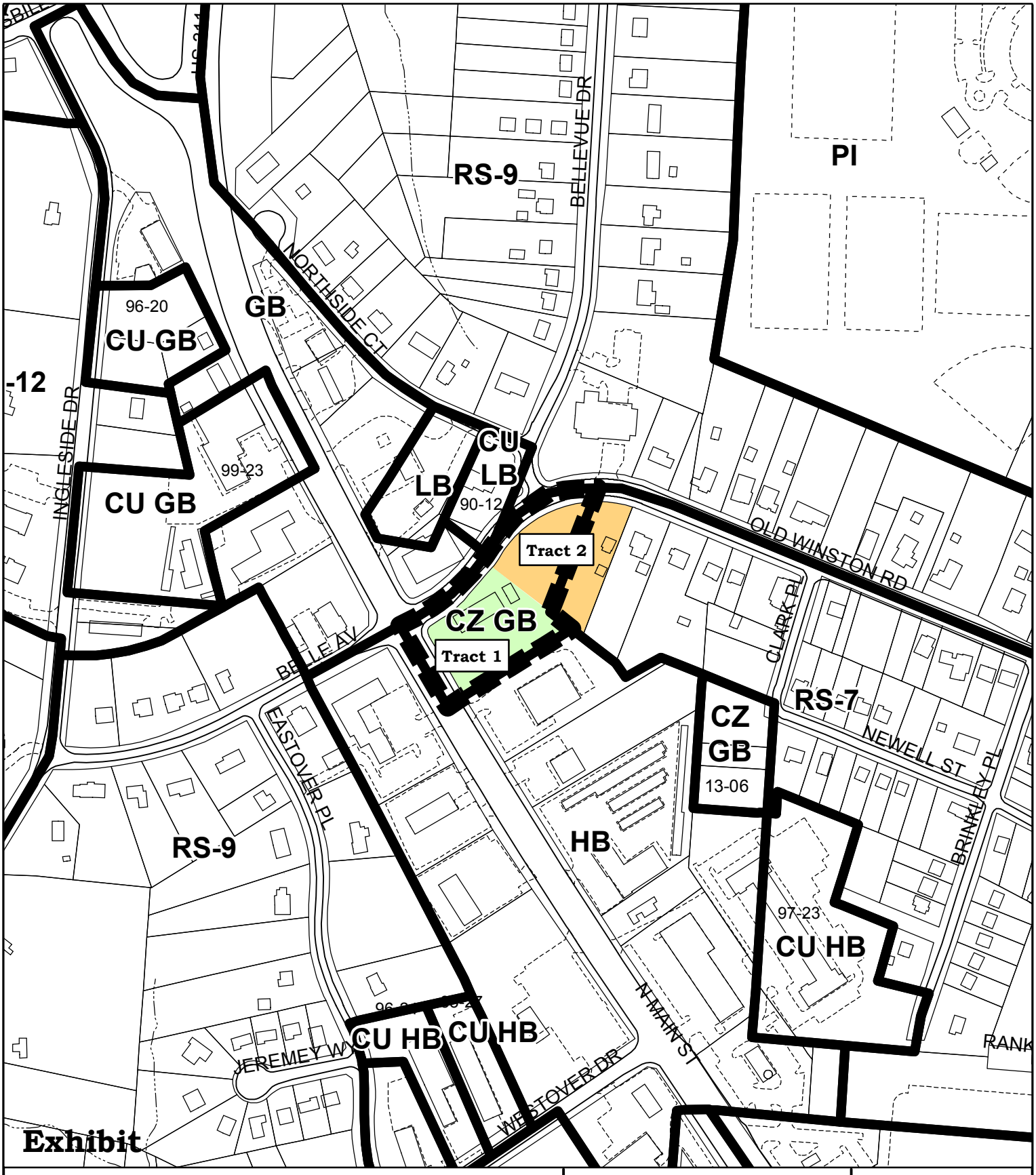
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City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

SECTION 4
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.
This ordinance shall become effective upon the date of adoption.
–_____th day of November , 2014.
Lisa B. Vierling, City Clerk

Conditional Zoning Case 12-07 Supplemental Information	
Initial Zoning Application	Adopted August 20, 2012 (Ordinance# 6943/12-59)



Exhibit

AMENDMENT TO CZ12-07

From: Residential Sinlge Family-9
To: Conditional Zoning General Business

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

Planning & Development Department

City of High Point

Date: November 4, 2014

N

Scale: 1'=300'

G:/Planning/Secure/ba-pz/2014/pz/Az12-07exh.mxd

Citizens Information Meeting Report
Amendment to Zoning Case 12-07

Submitted by: Keith Charles on behalf of
Greenwood & Charles, Inc.

NOTICE OF AN APPLICATION TO AMEND ZONING CASE CZ GB 12-07
TO ADD .66 ACRES (PROPERTY LOCATED AT 925 OLD WINSTON ROAD, HIGH POINT, NC)

September 29, 2014

Dear Neighboring Property Owner:

The purpose of this letter is to notify you of that an application has been filed for amend the Conditional Zoning General Business (CZ GB) 12-07 to add .66 acres, which would be the property located 925 Old Winston Road, High Point, NC. The attached map depicts the existing rezoning site and the property intended to be added.

The addition of the .66 acres is the only requested amendment to the existing approved rezoning conditions for 12-07. All other rezoning conditions, as previously approved, would remain as they were adopted. A copy of the approved 12-07 rezoning conditions is attached for your reference. Together with the High Point Development Ordinance, the rezoning conditions will govern permitted land uses, transportation access and improvements, building setbacks, landscaping buffers, signage, etc.

The purpose of requesting the addition of the property at 926 Old Winston Road is to create a more uniform rezoning site for future redevelopment in compliance with the adopted conditions. Because of the road revisions to Old Winston Road done a few years ago, the rear of the rezoning site was narrowed in width and resulted in a sort of triangular shape. No additional expansion of CZ GB 12-07 to the west on Old Winston Road will be requested, and the City of High Point has also said that they would not support such a request.

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 zoning site. This notice provides information on the conditional zoning district request; 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 zoning 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 zoning site.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the department's website for additional information on the City's zoning process, and for information about specific development proposals.

Should you have any questions regarding this notice, please contact my planning representative, Abigaile Pittman at 336-688-3055. Or you may contact Herb Shannon with the City of High Point Planning & Development Department at 336-883-3328.

Regards,

Keith Charles, Applicant
Greenwood & Charles, Inc.

AMERCO REAL ESTATE COMPANY
2727 N CENTRAL AVE - STE 500
PHOENIX AZ 85004

ANDERSON, W E JR ; ANDERSON, WANDA S
923 OLD WINSTON RD
HIGH POINT NC 27265

AREC 8 LLC
PO BOX 29046
PHOENIX AZ 85038

BROWN, RAYMOND A ; BROWN, MELISSA A
918 OLD WINSTON RD
HIGH POINT NC 27265

CANDLER, DOROTHY E
1000 NORTHSIDE CT.
HIGH POINT NC 27265

DAWKINS, AMY W
138 HORNEY TOWN RD
HIGH POINT NC 27265

FROELICH, HOWARD
9500 W 88TH PLACE APT 102
OVERLAND PARK KS 66212

GARNER, DAVID M
1003 OLD WINSTON RD
HIGH POINT NC 27260

GARNER, WILLIAM E JR
3000 N MAIN ST
HIGH POINT NC 27265

GREENWOOD AND CHARLES INC
1451-A TRADE MART BLVD
WINSTON SALEM NC 27127

HAZELWOOD, RACHEL JESSUP
616 ROCKSPRINGS RD
HIGH POINT NC 27262

KEMP, JON E
1525 TIMBER CREEK LN
KERNERSVILLE NC 27284

KMHP LLC
2924 N MAIN ST
HIGH POINT NC 27265

LIASKONIS, IOANNIS V ; LIASKONIS, CATHY N
213 HEATHCLIFF PL
WINSTON SALEM NC 27104

MCMILLAN, FRANCES G ; TYSINGER, JERRY R
101 BELLEVUE DR
HIGH POINT NC 27265

NORTH CAROLINA WEST DISTRICT OF THE WESLEYAN CHURCH ; GREENSOOD HILLS WESLEYAN CHURCH
2937 N MAIN ST
HIGH POINT NC 27262

PAYNE, DAVID G ; PAYNE, ANGELA L
3015 N MAIN ST
HIGH POINT NC 27265

SALA PROPERTIES
921 OLD WINSTON ST
HIGH POINT NC 27265

SCARBROUGH, EDWARD O ; SCARBROUGH, PATRICIA B
924 OLD WINSTON RD
HIGH POINT NC 27265

SMITH, GRAYSON B ; SMITH, NELL M
PO BOX 66
CLEMMONS NC 27012

TUTTLE, EVELYN
915 OLD WINSTON RD
HIGH POINT NC 27265

WAGONER, DANIEL WRIGHT
714 CARRIAGE HILL RD
SIMPSONVILLE SC 29681

WARD, C T
922 OLD WINSTON RD
HIGH POINT NC 27265

WILLIAMS PROPERTIES II LLC
5446 UNIVERSITY PARKWAY
WINSTON-SALEM NC 27105

SPECIAL USE PERMIT 14-03
CITY OF HIGH POINT, NORTH CAROLINA

November 17, 2014.
(Adopted)

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

USE:

1. Communication Tower (exceeding height limits of zoning district)
   a. Type – Monopole
   b. Maximum Height – 165-feet
   c. Co-location (shared use of tower): A minimum of four (4) antenna locations will be made available (see Special Use Permit plan).

CONDITIONS:

1. Access:
   Access for use/maintenance of the communication tower shall be from the site's existing driveway access from Johnson Street.

2. Special Use Permit Plan:
   Development shall be in accordance with the attached Special Use Permit site plan. This Special Use Permit and approved site plan are perpetually binding on this property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

3. Landscaping and Preservation/Buffer Area
   a. Except for land clearing for installation of the 100 foot by 100 foot tower compound area and access drive, as depicted on the adopted Special Use Permit Plan, all existing trees and vegetation lying south of gas line easement shall be preserved.
   b. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to occupants of the site or to abutting property owners. Additionally, the property owner shall be permitted to prune existing vegetation within this area in order to maintain the health of the existing vegetation.
   c. Any removal of vegetation in the preservation/buffer area shall be replaced to maintain a minimum fifty (50) foot wide Type A Planting Yard rate to the east, south and west of the tower compound area, and a minimum 14-foot wide Type B Planting Yard rate to the north (between gas line easement and tower compound area).

DESCRIPTION OF PROPERTY:
An approximately 8.25 acres parcel lying along the west side of Johnson Street, approximately 680 feet south of Hampton Park Drive *(3929 Johnson Street).* .

This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established. This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect. If for any reason any condition imposed this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

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

SPECIAL USE PERMIT 14-03 AND THE ACCOMPANYING SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE 17TH DAY OF NOVEMBER, 2014.

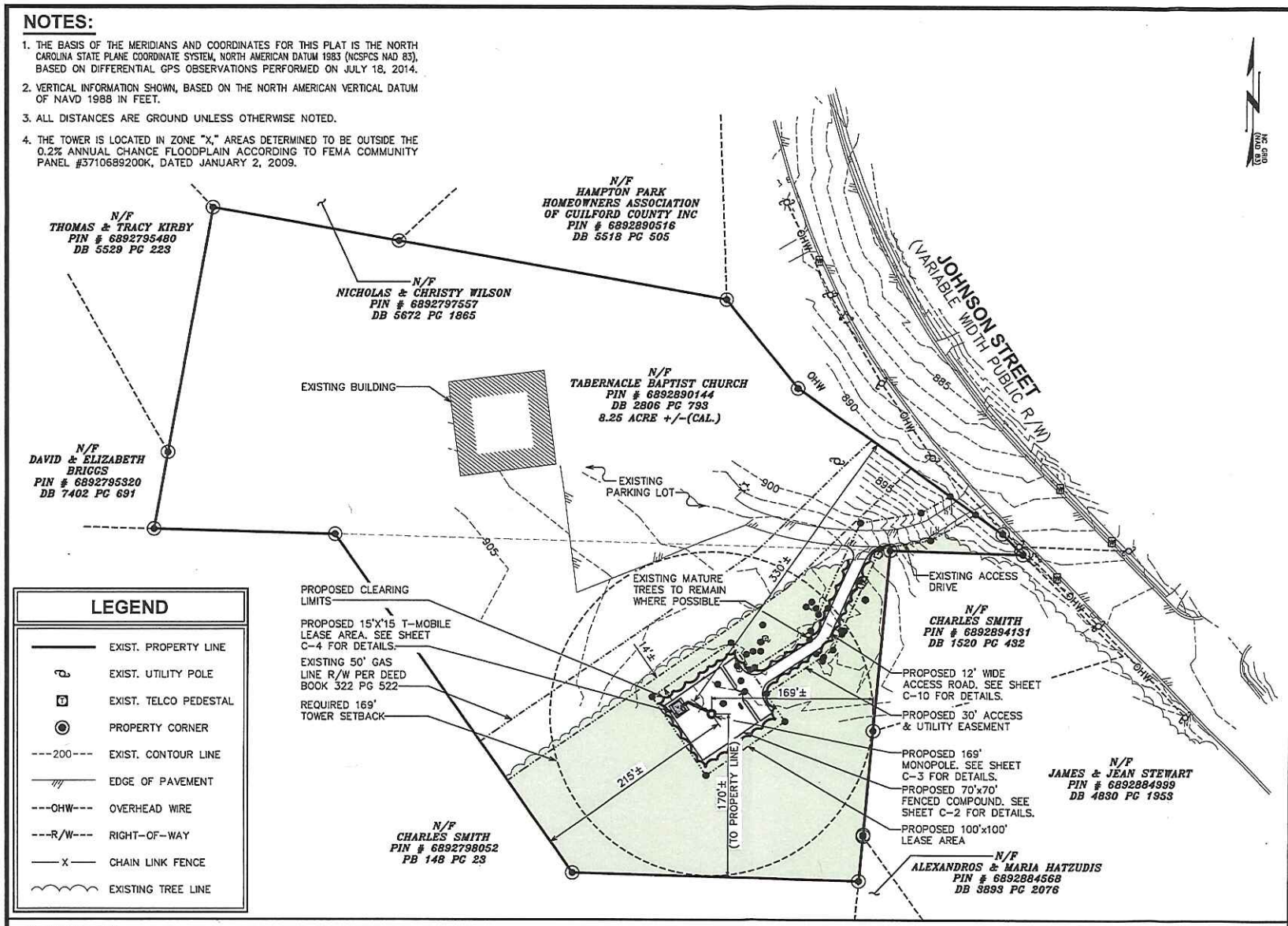
Lisa B. Vierling

Lisa B. Vierling
City Clerk

11-17-2014
Date

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON JULY 18, 2014.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF NAVD 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3710689200K, DATED JANUARY 2, 2009.



LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- ——X—— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 100'

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

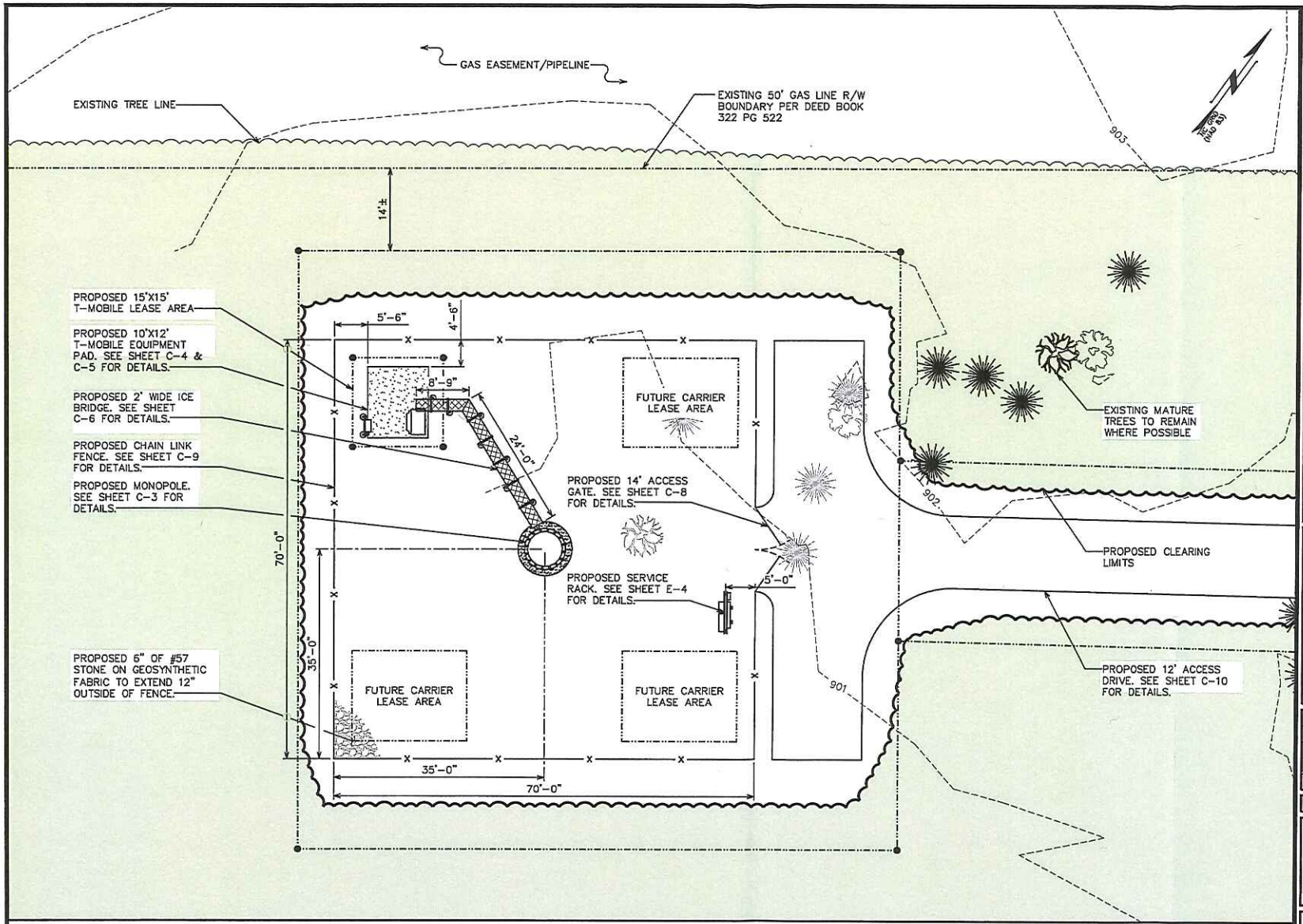
SHEET TITLE:

SITE PLAN

SHEET NUMBER: **C-1**

REVISION: 4

TEP #: 56245



COMPOUND DETAIL

SCALE: 1/16" = 1'-0"

0 16 32

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

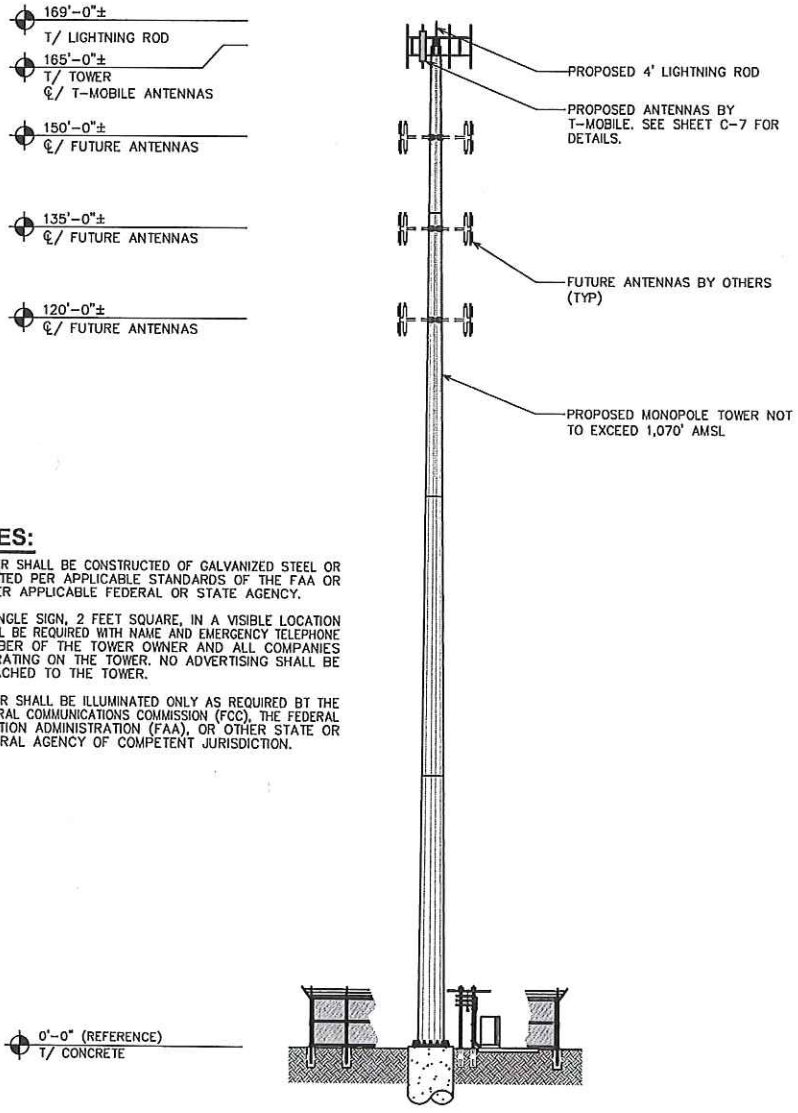
SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER: **C-2**

REVISION: 4

TEP #: 56245



NOTES:

1. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
2. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BT THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.

TOWER ELEVATION

SCALE: 1" = 20'

0 20 40

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)566-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

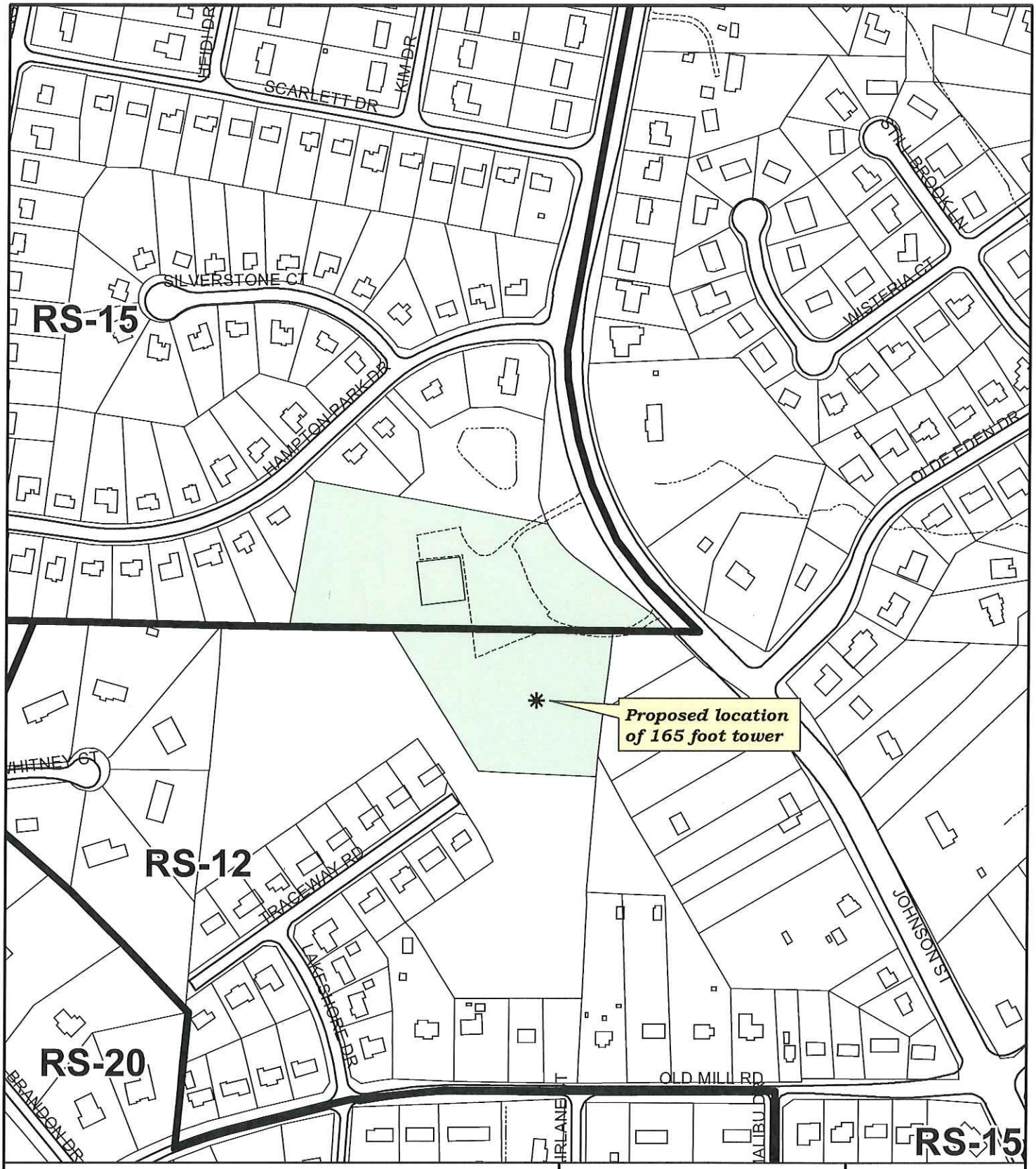
SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER: **C-3**

REVISION: 4

TEP #: 56245



SPECIAL USE PERMIT 14-03

Request: To allow 165-foot tall tower in a Residential Single Family-12 District

Existing Zoning Boundary

Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 14, 2014

N

Scale: 1"=500'

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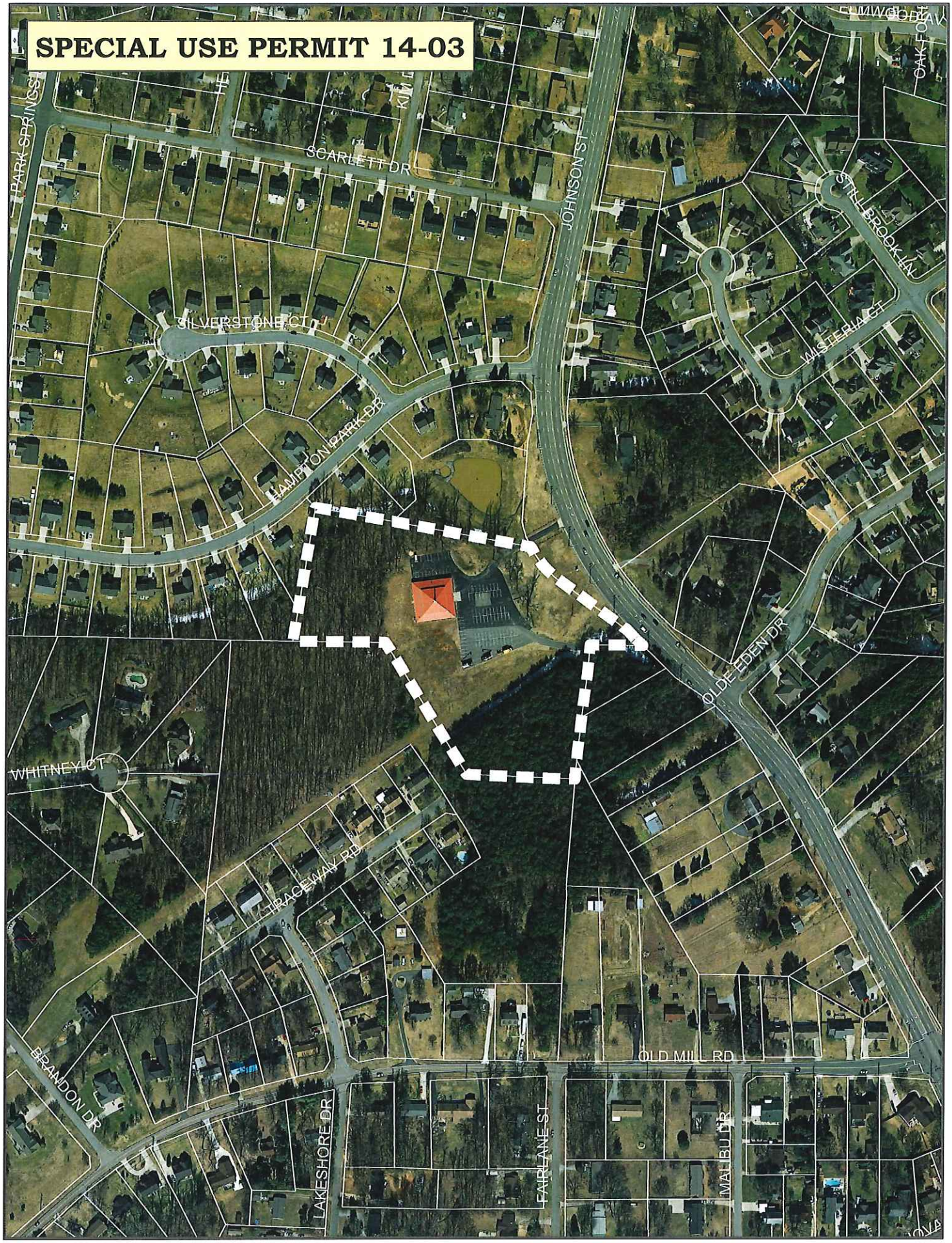
SPECIAL USE PERMIT 14-03
SCARLETT DR
JOHNSON ST
SILVERSTONE CT
HAMPTON PARK DR
WISTERIA CT
OLDE EDEN DR
WHITNEY CT
TRACEWAY RD
OLD MILL RD
BRANDON DR
LAKESHORE DR
FAIRLANE ST
MALIBU DR

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent (ROI) for Street Abandonment Case 14-10**
(Dade Street)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date/ Not applicable

Advertised By:

Attachments:
A. Resolution of Intent (ROI) for Street Abandonment Case 14-10
B. Map of right-of-way proposed to be abandoned

PURPOSE:
Approval of a Resolution of Intent that establishes a public hearing date of December 15, 2014, to consider a request to abandon the unimproved portion of the Dade Street right-of-way, lying to the east of the Westbury Way Subdivision, between Westbury Drive and Boyce Avenue.

BACKGROUND:
Resolution of Intent for Street Abandonment Case 14-10 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, December 15, 2014 to hear this request.

Publish four (4) consecutive weeks: **November 21 & 28 and December 5 & 12, 2014**

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(Case # SA14-10)

WHEREAS, the City Council has been petitioned to abandon the following right-of-way: The unimproved portion of the Dade Street right-of-way, lying to the east of the Westbury Way Subdivision, between Westbury Drive and Boyce Avenue.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, December 15, 2014, at 6:15 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

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

Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By Order of the City Council
This the 17th day of November, 2014.

Lisa B. Vierling, City Clerk

Petition Submitted By: Technical Review Committee

STREET ABANDONMENT REQUEST SA14-10

Applicant: City of High Point

Area: 0.44 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 27, 2014

N

Scale: 1"=200'

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CITY OF HIGH POINT
AGENDA ITEM

Title: Main Street Project

From: Randy McCaslin, Interim City Manager

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date / NA
Advertised By:

Attachments:

PURPOSE: The City has issued 2012 Main Street 2/3 improvement bonds. The Comprehensive Planning Committee desires to initiate work on Main Street and is proposing action to the City Council.

BACKGROUND: The City has issued 2012 2/3 bonds for improvements on Main Street in the amount of $5,785,000. The City Council has already allocated $600,000 for South Main Street Streetscape Project leaving $5,185,000. The Comprehensive Planning Committee discussed the improvements on North Main Street at its November 12, 2014 meeting. This included the following estimates:

Underground Electric from Westwood to Parkway	$1,300,000
Water/Sewer Lines Replacement from Westwood to Parkway	$2,000,000
Intersection Improvements (Mast Arms/decorative crosswalks	$450,000
Resurfacing	$300,000

These estimates do not include cost for engineering. The first step to do these improvements is to complete the engineering work.

BUDGET IMPACT: Funds are available from 2012 2/3 bond proceeds.

RECOMMENDATION / ACTION REQUESTED: The Comprehensive Planning Committee recommends that the Council authorize the City Manager to proceed with planning for the engineering on the underground electric, water and sewer line replacement, and intersection improvements on North Main Street from Westwood to Parkway.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Case 14-11**
(The Model Farm in High Point, Inc.)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: November 5, 2014 and November 12, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by The Model Farm in High Point, Inc. to rezone a 1.9 acre parcel from a Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Highway Business (CZ-HB) District. The site is lying along the west side of Brentwood Street, approximately 1,000 feet south of Business 85 *(2068 Brentwood St).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding-Z14-11. The Planning & Zoning Commission recommended ***approval*** of Z14-11 by a vote of 7-0.

B. Staff recommends ***approval*** of Z14-11 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Model Farm in High Point, Inc. **Zoning Case 14-11**

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed Zoning Case 14-10 (Z14-11). All members of the Commission were present except for Mr. Hough. Mr. Herbert Shannon, Senior Planner, presented Z14-11 and recommended approval of the request as outlined in the staff report.

Speaking on behalf of the request was the applicant's architect, Mr. Peter Freeman, Freeman-Kennett Architects, 1102 N. Main Street, High Point, NC.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended ***approval*** of Zoning Case 14-11, as recommend by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is consistent with the City's adopted plans.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is reasonable and in the public interest because: 1) As conditioned, the proposed CZ-HB District is consistent with the Land Use Plan; 2) The requested CZ-HB District maintains previously adopted land development and use conditions, and only adds offices uses which are consistent with the surrounding CP District zoning and office/industrial development pattern in this area; and 3) Approval is consistent with City policy to preserve and revitalize key historic landmarks.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 14-11
October 28, 2014

Request	
Applicant: The Model Farm in High Point, Inc.	**Owner:** The Model Farm in High Point, Inc.
Zoning Proposal: To rezone a 1.9 acre parcel	**From: CU-HB** Conditional Use Highway Business District
	To: CZ-HB Conditional Zoning Highway Business District

Site Information	
Location:	Lying along the west side of Brentwood Street, approximately 1,000 feet south of Business-85 *(2068 Brentwood Street).*
Tax Parcel Numbers:	Guilford County tax parcel 0192771
Site Acreage:	Approximately 1.9 acre
Current Land Use:	Vacant single family dwelling
Physical Characteristics:	The site has a relatively flat terrain
Water and Sewer Proximity:	A 12-inch City water line and an 8-inch City sanitary sewer line are lying adjacent to the site within Brentwood Street.
General Drainage and Watershed:	The site drains in a northerly direction and development is subject to the Randleman Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 50% or more of the site.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use			
North:	**CP**	Corporate Park District	TV Station
South:	**CP**	Corporate Park District	Business park
East:	**CU-CP**	Conditional Use Corporate Park District	Light industrial furniture related uses *(across Brentwood Street)*
West:	**CP**	Corporate Park District	Undeveloped parcel

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Obj. 1D: Preserve and revitalize key historic landmarks and unique areas in High Point.

Land Use Plan Map Classification:	The site has a Restricted Industrial land use classification. This classification is intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	**Business I-85 Corridor Plan**: The site is located on the outermost edge of the Business I-85 Corridor Plan boundary. Adopted in 1997, this plan recommended several policies related to corridor appearance, land use, protection of drinking water supplies, and vehicular access/maintaining traffic flow. In general, although the plan recommended not creating a scenic corridor overlay, the policies were intended to ensure that the corridor remain physically attractive while also providing opportunities for economic growth.
Zoning History:	1. In July 2001, the site was rezoned from the CP District to a CU-LI District (Zoning Case 01-14). 2. In November 2001, the City of High Point Historic Preservation Commission endorsed an application for local historic landmark status for the Model Farm House property. In December 2001, City Council adopted an ordinance supporting a proposal for Guilford County to designate the Model Farm House and its acreage as a Guilford County Historic Landmark. 3. In March 2006, the site was rezoned to its current CU-HB District.

Transportation Information				
Adjacent Streets:	**Name**		**Classification**	**Approx. Frontage**
	Brentwood Street		Major Thoroughfare	190 ft.
Vehicular Access:	One driveway access point shall be permitted from Brentwood Street.			
Traffic Counts: *(Average Daily Trips)*	Brentwood Street		8,000 ADT (Summer 2009, 12-hour count)	
Estimated Trip Generation:	No data			
Traffic Impact Analysis:	**Required**		**Comment**	
	Yes	No X	None	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.			

School District Comment
Not applicable to this zoning case.

Details of Proposal

In an effort to preserve the existing historic Model Farm House, the site was rezoned in 2001 and again in 2006 in order to add allowable uses to encourage reuses of this historic structure. The 2001 zoning change added a Garden Center/Retail Nursery use and the 2006 zoning change added a tourist home (bed & breakfast) use. Neither of these uses were established. The current property owner desires to preserve this historic structure and has requested the site be rezoned from its current Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Highway Business (CZ-HB) District to expand business/professional type uses (i.e. office uses) that may be permitted.

Conditional Use (CU) type zoning was replaced with Conditional Zoning (CZ) in 2011, and as of January 1, 2014 no amendment to a previous CU District is permitted. Therefore, any amendment requires the submittal of a Conditional Zoning application. This zoning request keeps all the zoning conditions placed on the property in 2006, but also proposes to expand allowable office uses to increase options for reuse of the property and its historic structure.

Staff Analysis

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

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: The new business professional & office related uses proposed for the site are similar to those permitted in the CP District zoning surrounding the site. Thus, development of the site will be compatible with surrounding uses in this area.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: The zoning site is surrounded by CP District zoning and by various industrial & office related uses. The proposed CZ-HB District will allow additional office type uses on the site. Traffic, parking and development impact from these uses will be similar or less intensive than current development adjacent to this site.

Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: Staff has not identified any environmental impacts based upon the proposed district.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and municipal services; the zoning submittal has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: As conditioned, development of the property will not substantially injure the value of adjacent property owners.

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

Staff Comments:
There have been no significant changes in this area.

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

Staff Comments:
The Land Use Map classifies this area for Restricted Industrial land uses, which are intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments. The current CU-HB District zoning, approved by City Council in 2006, limits retail uses to be consistent with the Land Use Plan. This CZ-HB District request maintains restrictions on retail uses established by City Council, but adds office type uses that are consistent with the established industrial park development pattern of this area.

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

Staff Comments:
The proposed conditional zoning district is consistent with the Land Use Plan given that the increase in the number of allowable uses on the site will help encourage the potential revitalization of a historic landmark property, which is an objective expressed in the City's Community Growth Vision Statement. In addition, conditions limiting transportation access and

requiring screening of unattractive features are consistent with policies in the Business I-85 Corridor Plan.

Reasonableness/Public Interest:
An approval of the proposed Conditional Zoning District is considered reasonable and in the public interest.

Staff Comments:
In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) As conditioned, the proposed CZ-HB District is consistent with the Land Use Plan; 2) The requested CZ-HB District maintains previously adopted land development and use conditions, and only adds offices uses which are consistent with the surrounding CP District zoning and office/industrial development pattern in this area; and 3) Approval is consistent with City policy to preserve and revitalize key historic landmarks.

Recommendation

Staff Recommends Approval:
As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses. The Planning & Development Department recommends approval of the request to rezone this parcel to the CZ-HB District. As conditioned, the requested CZ-HB District will be compatible with the surrounding area and in conformance with adopted plans.

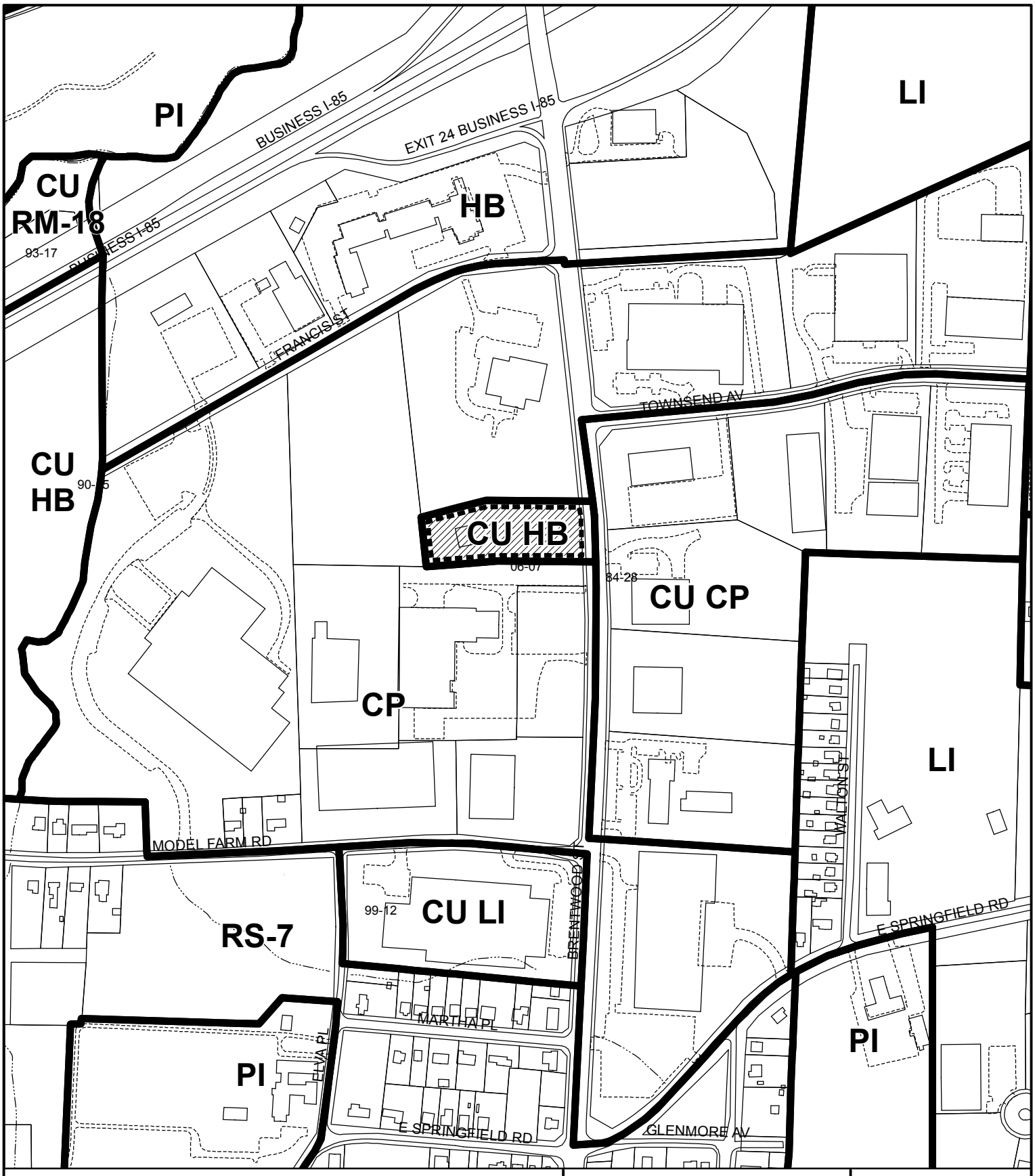
Required Action

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 Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



ZONING CASE 14-11

From: Conditional Use Highway Business
To: Conditional Zoning Highway Business

Existing Zoning Boundary ——————

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

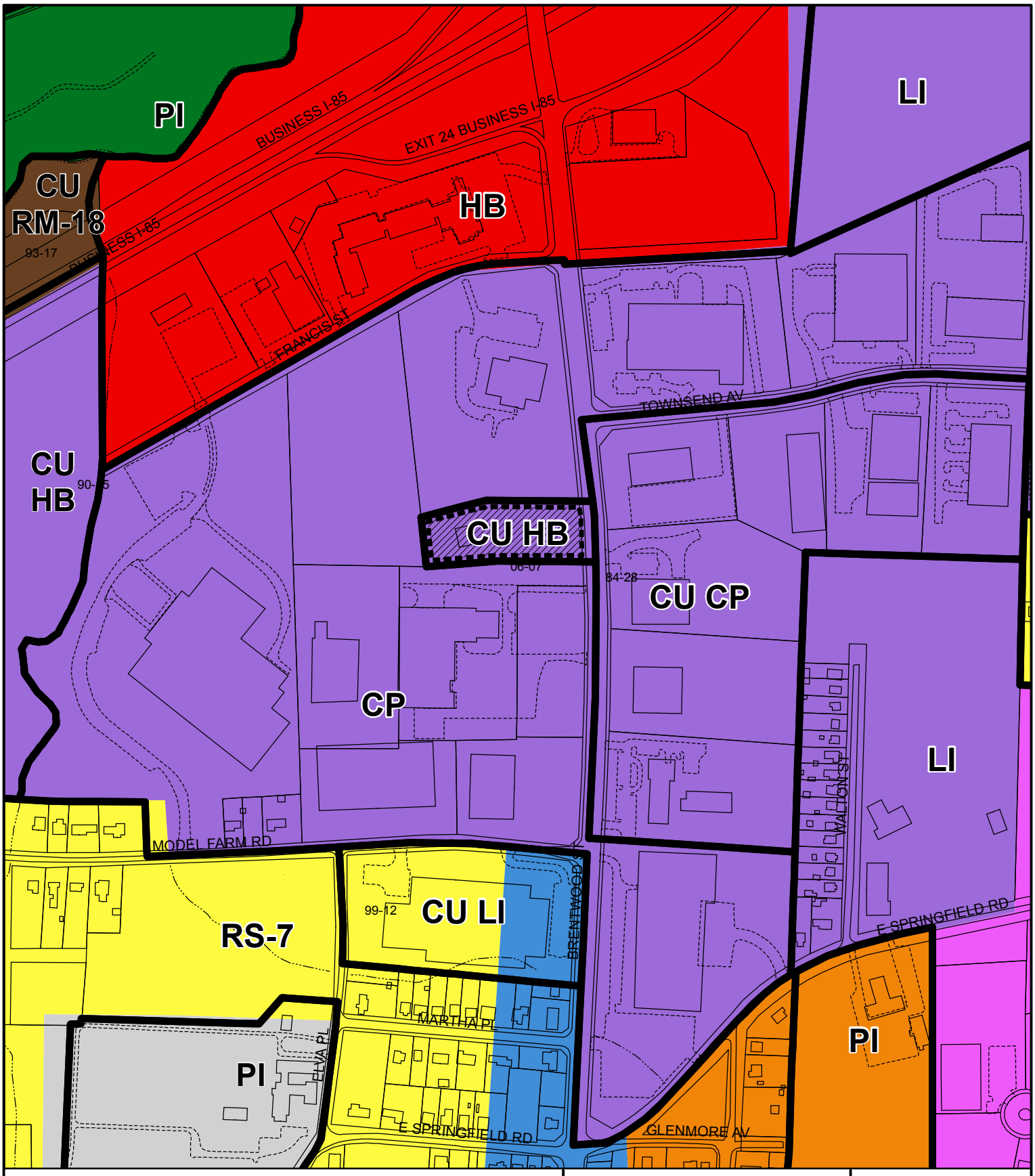
City of High Point

Date: October 10, 2014

N

Scale: 1"=400'

G:/Planning/Secure/ba-pz/2014/pz/z14-11.mxd



ZONING CASE 14-11

Land Use Plan

- Low-Density Residential
- Moderate-Density Residential
- High-Density Residential
- Institutional
- Recreation/Open Space
- Office
- Local/Convenience Commercial
- Community/Regional Commercial
- Restricted Industrial
- Light Industrial

Planning & Development Department

City of High Point

Date: October 24, 2014

N

Scale: 1"=400'

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ZONING CASE 14-11

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: October 17, 2014

N

Scale: 1"=400'

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ZONING CASE 14-11
RAMP 24 BUSINESS I-85
EXIT 24B BUSI
BUSINESS I-85
EXIT 24 BUSINESS I-85
RAMP 24 BUSINESS I-85
BUSINESS I-85
FRANCIS ST
TOWNSEND AV
MODEL FARM RD
BRENTWOOD ST
WALTON ST
E SPRINGFIELD RD
MARTHA PL
ELVA PL
E SPRINGFIELD RD
GLENMORE AV
SPRING BROOK CT
City of High Point GIServices

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Zoning Case 14-11** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 _____.

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: **Conditional Zoning Highway Business (CZ-HB) District.** The property is approximately 1.9 acres lying along the west side of Brentwood Street, approximately 1,000 feet south of Business 85 *(2068 Brentwood Street).* The property is also known as Guilford County Tax Parcel 0192771.

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: The following uses as permitted in the Highway Business (HB) District, and their customary accessory uses, shall be permitted:

A. Agricultural Uses
   1. Agriculture Production (crops)

B. Educational and Institutional Uses:
   1. Museums or Art Galleries
   2. Retreat Centers

C. Business, Professional, & Personal Services:
1. Accounting, Auditing, or Bookkeeping
2. Administrative or Management Services
3. Advertising Agencies or Representatives
4. Automobile Parking (commercial)
5. Banks, Savings & Loans, or Credit Unions
6. Barber Shops
7. Beauty Shops
8. Business Incubators
9. Computer Maintenance and Repairs
10. Computer Rental & Leasing
11. Computer Services
12. Economic, Socio., or Educational Research
13. Employment Agencies, Personnel Agencies
14. Engineering, Architect, or Survey Services
15. Finance or Loan Offices
16. Insurance Agencies (no on-site claims insp.)
17. Insurance Agencies (carriers/on-site claims)
18. Law Offices
19. Medical, Dental or Related Offices
20. Medical or Dental Laboratories
21. Medical Equipment Rental and Leasing
22. Noncommercial Research Organizations
23. Office Uses Not Otherwise Classified
24. Photocopying and Duplicating Services
25. Photofinishing Laboratories
26. Photography, Commercial
27. Photography Studios
28. Real Estate Offices
29. Rehabilitation or Counseling Services
30. Research, Development or Testing Services
31. Stock, Security or Commodity Brokers
32. Tourist Homes (Bed & Breakfast)
33. Travel Agencies
34. Veterinary Services (Other)
35. Vocational, Business or Secretarial Schools

D. Retail Trade:
1. Antique Stores
2. Arts & Crafts
3. Caterers
4. Florists
5. Garden Centers or Retail Nurseries

E. Wholesale Trade:
1. Flowers, Nursery Stock & Florists Supplies

F. Accessory Uses:
1. Caretaker Dwellings

G. Other Uses:
1. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
   a. Arts and Crafts Shows
   b. Christmas Tree Sales
   c. Outdoor Retail Sales associated with Garden Centers or Retail Nurseries or Flowers, Nursery Stock & Florists Supplies
   d. Outdoor Religious Events

Part II. CONDITIONS:

A. Development and Dimensional Requirements.
Development shall be subject to the development and dimensional requirements of the Highway Business (HB) District of the Development Ordinance.

B. Historic Preservation:

2. The property owner shall pursue National Register Landmark designation for the existing house/structure.

3. The existing exterior and interior of the house and the grounds have been designated by Guilford County as a Local Historic Landmark Property. Any use of the existing house, building expansion or use of the grounds shall preserve or enhance its historic value.

4. Building expansion and new buildings:

   a. Expansions of the existing house, as allowed under the site's historic designation, shall be permitted

   b. New Buildings:

      1) Garden center / retail nursery, etc.
      New structure(s) associated with the permitted garden center and/or retail nursery, or with the wholesaling of flowers, nursery stock & florists supplies, may be constructed on the rezoning site. Said structure(s) shall be one story in height, architecturally compatible with the existing house, and the combined gross total area of these structures shall not exceed 1,000 square feet in area.
      2) New structure(s), associated with other permitted uses, may be constructed on the rezoning site. Said structure(s) shall be one story in height.
      3) A garage with a caretaker's dwelling may be constructed to the west and/or north sides of the existing house/structure.

5. In the event the current historic structure ceases to exist on the site, the conditions of Part II. B. Historic Preservation, sub section 1, 2 & 3 shall not apply.

C. Landscaping, Buffers and Screening.

1. Except for plants/vegetation for sale, all exterior storage of materials associated with a Garden Center or Retail Nursery use shall be screened from view of any public or private streets and shall only be permitted along the western half of the site. Such screening may consist of but is not limited to wood/stone opaque fences and/or landscaped earthen berms. All screening devices shall be a minimum of six (6) feet in height and the exterior storage of materials shall not exceed the height of the screen.

2. Except for automobiles, all machinery associated with a Garden Center or Retail Nursery use (i.e. backhoes, bobcat's etc) shall be stored along the western half of the site and not visible from the Brentwood Street right-of-way.

D. Transportation Conditions.

1. Access
The property shall be limited to one (1) point of access to Brentwood Street and its location shall be determined by the High Point Department of Transportation.

2. The Director of Transportation shall approve the exact location and design of all access points. In addition, the Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction 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 now required to be approved by the City of High Point.

SECTION 4
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.
This ordinance shall become effective upon the date of adoption.
__th day of _____, 2014.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report
Zoning Case 14-11

Submitted by: Peter H. Freeman, AIA;
on behalf of the Model Farm in
High Point, Inc.

freeman kennett architects, pllc

October 1, 2014

Re: Conditional Use Amendment Request for 2058 Brentwood Street. (Model Farm)
Owner: The Model Farm in High Point, Inc.
Consultant: Freeman Kennett Architects, PLLC, Peter H. Freeman, AIA, Arch.

Dear Property Owner:

We would like to take this opportunity to inform you of a zoning request by The Model Farm in High Point, Inc. The Model Farm in High Point, Inc. is filing an application with the City of High Point to expand uses permitted under the current CU-Highway Business zoning on the property. The proposed uses include only uses permitted under the Highway Business classification.

Please find the attached information regarding this zoning request. Should you have any questions please contact Patrick J. Rizzo in our office for additional information.

Thank you very much,

Peter H. Freeman, AIA, Architect
Freeman Kennett Architects

1102 North Main Street | Suite 201 | High Point, NC 27262
336.869.3464 phone | 336.869.3454 fax | www.freemankennett.com

CITY OF HIGH POINT
AGENDA ITEM

Title: **Text Amendment Case 14-06 (TA14-06)**
(Amendment to Section 9-5-2(ttt) of the Development Ordinance)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: October 25 & 31, 2014 and November 7 & 14, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Text Amendment Ordinance

PURPOSE:
A request by the Planning & Development Department to amend Section 9-5-2(ttt) of the Development Ordinance, entitled Livestock and Bees, to remove provisions pertaining to Fowl and Apiaries (Bees).

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding-TA14-06. The Planning & Zoning Commission recommended ***approval*** of TA14-06 by a vote of 7-0.

B. Staff recommends ***approval*** of SA14-11 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point **Text Amendment Case 14-06**

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed Text Amendment Case 14-06 (TA14-06). All members of the Commission were present except for Mr. Hough. Mr. Herbert Shannon, Senior Planner, presented TA14-06 and recommended approval of the request as outlined in the staff report.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended ***approval*** of Text Amendment Case 14-06, as recommend by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is consistent with the City's adopted plans.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is reasonable and in the public interest because: 1) Section 12-2-2 of the City Code of Ordinances was recently amended to govern chickens in the City, it is reasonable to update the Development Ordinance to eliminate conflicting or duplicate regulations; and 2) The previous versions of the Development Ordinance did not regulate bees and few jurisdictions regulate this activity; therefore, it is reasonable to amend the Development Ordinance to remove standards regulating the keeping of bees as an accessory use in residential areas of the City.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
TEXT AMENDMENT CASE 14-06
November 11, 2014
(Revised)

Request	
Applicant: City of High Point Planning & Development Department	**Affected Ordinance Sections:** Section 9-5-2(ttt), *Livestock and Bees (as accessory to residential uses)*
Proposal: To remove provisions in the Development Ordinance pertaining to the regulation of Fowl and Apiaries (Bees).	

Background

There has been a growing movement across the country toward allowing urban farming activities to occur in residential zoning districts. Some High Point residents who are interested in promoting urban farming have voiced concerns that the City's regulations regarding urban farming, in particular the keeping of chickens and bees as accessory to single family residential uses, are too stringent. Concern initially focused on acreage requirements, and the City Attorney's office and Planning and Development Department staff prepared information for Council's review that comprehensively revised the Development Ordinance regulations regarding both chickens and bees. Following review and discussion the Council decided not to regulate beekeeping, and to consolidate regulations regarding the keeping of chickens - there were provisions in both the Development Ordinance and the City Code - to the City Code. Council then approved an amendment to the City Code regarding the keeping of chickens on September 15, 2014, and directed the Planning and Development staff to submit a text amendment that removes the Development Ordinance regulations regarding the keeping of chickens and bees.

Details of Proposal

Table 4-7-1 of the Development Ordinance lists permitted uses and the zoning district where uses are permitted. Some uses are denoted as permitted subject to meeting specific development standards which are noted in detail in Section 9-2-5 of the Development Ordinance. This Text Amendment proposes to amend the specific standards of Section 9-5-2(ttt), entitled *Livestock and Bees (as accessory to residential uses)*, to remove all text pertaining to the regulation of chicken and bees.

Analysis

Section 12-2-2 of the City Code of Ordinances was recently amended by City Council to add provisions for the keeping of chickens for personal use in the City. So there are not duplicate standards pertaining to the same issue, this amendment deletes the regulations pertaining to the

keeping of chickens in the Development Ordinance. Thus, the City of Code Ordinances (Section 12-2-2) will govern the regulations of chickens in the City limits.

Regarding bees, prior to 1992, the City did not regulate bees as an accessory use to a single family dwelling. Such regulations were adopted in 1992 when Guilford County, Greensboro and High Point adopted a Multi-jurisdictional Development Ordinance. City Council has directed staff to prepare an amendment to the Development Ordinance removing the regulation of bees as an accessory uses to single family dwelling.

Consistency with Adopted Plans:

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

Staff Comments:

The proposed amendments, removal of regulations pertaining to fowls and bees, do not conflict with adopted plans.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) Section 12-2-2 of the City Code of Ordinances was recently amended to govern chickens in the City, it is reasonable to update the Development Ordinance to eliminate conflicting or duplicate regulations; and 2) The previous versions of the Development Ordinance did not regulate bees and few jurisdictions regulate this activity; therefore, it is reasonable to amend the Development Ordinance to remove standards regulating the keeping of bees as an accessory use in residential areas of the City.

Recommendation

Staff recommends approval.

Staff recommends approval as the requested amendment to Section 9-5-2(ttt) of the Development Ordinance removing standards pertaining to the regulation of Fowl and Apiaries (Bees).

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

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

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

TEXT AMENDMENT: 14-06
Ordinance #
APPLICANT: City of High Point

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on October 28, 2014 and before the City Council on November 17, 2014 regarding **Text Amendment 14-06;** and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014 for the Planning and Zoning Commission public hearing and November 5, 2014 and November 12, 2014 for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, this amendment was adopted by the City Council of the City of High Point on _____;

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

An amendment affecting Section 9-5-2(ttt) of the Development Ordinance, entitled Livestock and Bees (as accessory to residential uses), to remove provisions pertaining to Fowl and Apiaries (Bees).

SECTION 1.

(ttt) LIVESTOCK ~~**AND BEES**~~ (AS ACCESSORY TO RESIDENTIAL USES)

(1) Horses, Cows and Other Similar Sized Animals~~**, and Bees:**~~
   a. Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.
   b. Minimum Area: The minimum lot size shall be 5 acres.
   c. Setback: Such animals ~~**and bees**~~ shall be housed and/or fenced not less than one hundred (100) feet from any property line.

d. Maximum Density: ~~**(Shall not apply to the AG District)**~~
   1. ~~**Horses, Cows and Other Similar Sized Animals:**~~ **Except for the AG District, n**o more than one (1) such animal over six (6) months of age shall be permitted for every twenty thousand (20,000) square feet of fenced lot area not covered by the principal structure.
   2. ~~**Apiaries (Bees): No more than one (1) colony of bees shall be permitted for every ten thousand (10,000) square feet of lot not covered by the principal structure.**~~

e. Security Fencing: A minimum of four (4) foot high fence, or an acceptable material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.

(2) Sheep, Goats and Other Similar Sized Animals:

a. Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.
b. Minimum Area: The minimum lot size shall be 5 acres.
c. Setback: Such animals ~~**and bees**~~ shall be housed and/or fenced not less than one hundred (100' feet from any property line.
d. Maximum Density: Except for the AG District, no more than one (1) adult animal over six (6) months of age shall be permitted for every ten thousand (10,000) square feet of fenced lot area not covered by the principal structure.
e. Security Fencing: A minimum four (4) foot high fence, of an acceptable material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.

~~**(3) Fowl:**~~

~~a. **Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.**~~
~~b. **Minimum Area: The minimum lot size shall be 2 acres.**~~
~~c. **Setback: Such animals and bees shall be housed and/or fenced not less than fifty (50')feet from any property line.**~~
~~d. **Maximum Density: Except for the AG District, no more than one (1) adult over six (6) months of age shall be permitted for every five hundred (500) square feet of lot area.**~~
~~e. **Security Fencing: Fencing, of an acceptable height and material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.**~~

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This ordinance shall become effective upon adoption.

Adopted by the City Council
City of High Point, North Carolina
The day of , 2014
Lisa B. Vierling, City Clerk

EXCELL COMMUNICATIONS, INC.
project EXCELLence

September 11, 2014

Herbert K. Shannon, Jr., AICP Senior Planner
High Point Planning and Development Services Division
211 South Hamilton Street
High Point, NC 27260

Re: TowerCom "Johnson Street" Project
Proposed Telecommunication Tower Site at 3929 Johnson Street, High Point, NC 27265

Mr. Shannon:

On behalf of the co-applicants for this project, TowerCom and T-Mobile, please accept this letter and the enclosed attachments as the SUP approval request for the proposed telecommunication tower at the above noted location. As we previously discussed, this package includes two (2) copies of the following:

- A complete copy of the City of High Point Special Use Permit Application.
- Construction drawings dated 9/10/2014 prepared by Tower Engineering Professionals, a licensed North Carolina engineer
- TowerCom Statement of Justification
- TowerCom FAA.
- T-Mobile RF Justification
- T-Mobile Coverage Analysis
- 1 Mile Wireless Structure Search Map
- A copy of Tabernacle Baptist Church Deed
- A $900 fee check
- CD including electronic files above

Please let me know if you have any questions. On behalf of the co-applicants, I respectfully request the approval of the applicable zoning permits necessary for this site.

Sincerely,

Kevin Lee, Site Acquisition Agent
Excell Communications, Inc.

SPECIAL USE PERMIT
APPLICATION AND SUBMITTAL CHECKLIST

SUBMITTAL CHECKLIST

Applicants are strongly encouraged to have a neighborhood meeting with surrounding property owners regarding their request before the Planning and Zoning Commission meeting.

[X] Sections A thru F of the application form have been completed with applicable information.

[X] Applicant has had a pre-application conference with Planning Department representatives in the past three (3) months.

[N/A] For Major/Minor Amendment to a Special Use Permit request, include backup information **(proposed changes & reasons for amendment).**

[X] Tax parcel number(s) and a map of the requested Special Use Permit site has been provided. **NOTE: A written metes & bounds legal description with accompanying map is required for a request for only a portion(s) of a tax parcel(s).**

[X] Copies of the recorded deed(s) for the subject property have been provided.

[X] Special Use Permit Worksheet has been filled out and included with application. *(See attached Special Use Permit Worksheet).*

[X] Application fee. *(See page 2 of application - make checks payable to City of High Point)*

[X] Signatures of the Applicant and **ALL** Property Owner(s)
(NOTE: All current property owners of record, or their duly authorized agents, must sign application. Authorized agents must include executed power-of-attorney or other proof of authority.)

[X] An accurate scaled site plan. **(NOTE: the site plan will be a key-supporting document. Applicants need to insure that said site plan accurately represent their development proposal since changes may require additional public hearing review).**

[N/A] When required by the City's policies, a Traffic Impact Analysis shall be required to be submitted with the application for a Special Use permit.

City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261-0230
(336) 883-3328
www.high-point.net/plan

"Shaping a more livable High Point"

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION
CITY OF HIGH POINT
NORTH CAROLINA

Staff Use Only
Filing Date: 9-15-14
Case No.: SUP 14-03
Payment: $900.00
Approval Date: _____

SPECIAL USE PERMIT APPLICATION

A. **REQUEST TYPE**
Please check the box noting your request.

☒ Special Use Permit ☐ Special Use Permit Amendment (SUP #_____)

Note: All applications require a Pre-Application Conference with Planning and Development Department staff.

B. **APPLICANT/OWNER REPRESENTATIVE INFORMATION**

Applicant: TowerCom - George Davis

Address: 5611 NC Hwy 55, Suite 201, Durham, NC 27713
Street Address, City, State, Zip Code

Telephone number (w) 919-666-2906 (fax)_____ (e-mail) gdavis@towercomenterprises.com

Property Owner (if different from applicant): Tabernacle Baptist Church

Address: 3929 Johnson Street, High Point, NC 27265
Street Address, City, State, Zip Code

Telephone number (w) 336-869-3314 (fax)_____ (e-mail) c_bradford@yahoo.com

☐ If there are additional property owners, check here and attach their names, addresses and telephone numbers.

Will an attorney, engineer or realtor represent the applicant and/or property owner in this matter?

Representative: Hellman Yates & Tisdale (Jonathan Yates)

Address: 105 Broad Street, Charleston, SC 29401
Street Address, City, State, Zip Code

Telephone number (w) 843-414-9754 (fax) 843-266-9188 (e-mail) jly@hellmanyates.com

C. **REQUEST INFORMATION**

PRESENT ZONING CLASSIFICATION(S): RS-12

DESCRIBE THE EXISTING USE OF THE PROPERTY: Existing Church and paved parking lot.

DESCRIBE THE REQUESTED SPECIAL USE PERMIT USES/ACTIVITIES: Proposed 165' monopole tower facility with 70'x70' fenced area. T-Mobile (anchor tenant) proposed telecommunications equipment on 10'x12' concrete pad and associated antennas mounted at 165' on tower.

Note: The applicant/owner must complete the attached Special Use Permit Worksheet. Planning and Development Department staff will prepare a formal permit with the concurrence of the applicant/owner.

D. PROPERTY IDENTIFICATION, LOCATION AND SITE INFORMATION

1. Tax Map(s)	Tax Block(s)	Tax Lot(s)	Tax Map(s)	Tax Block(s)	Tax Lot(s)
0198764					

A copy of the most recent recorded deed(s) and tax map identifying the above noted tax lots must accompany this application, or the application will be considered incomplete and will be returned.

- ☐ This Special Use Permit request includes an entire parcel and/or recorded platted lots.
- ☒ This Special Use Permit request includes a portion(s) of an existing parcel(s). A written legal description along with a map identifying that portion of the parcel(s) is attached.

Geographic location & address of site: Northwest of the intersection of Johnson St and Old Mill Rd
3929 Johnson Street, High Point, NC 27265

Total acreage (square footage if less than one acre of subject property): 8.29 Acres

Square footage of building and/or portion of a building of Special Use Permit request: _____
(A site plan identifying the building(s) or portion of the building in which the uses will be located is required to be attached.)

E. SUPPLEMENTAL INFORMATION

1. **The Special Use Permit must meet applicable requirements of Section 9-3-14 of the Development Ordinance and City Council must make findings as noted in Section 9-3-14(e) in order for the request to be approved.**

2. The City of High Point does not produce a verbatim transcript of the Planning and Zoning Commission and City Council hearing proceedings. If a verbatim transcript is required, the applicant or party requesting said transcript shall be responsible for arranging, producing and payment of all expenses for the production of said transcript. The City of High Point shall in no manner be responsible for providing a verbatim transcript of public hearings. Signing this application indicates the applicant's understanding and acceptance of this policy.

3. The filing fees are as follows:
   $100.00 for Minor Amendment
   $500.00 for Major Amendment
   $300.00 for Special Use Permit site 0-1 acre
   $600.00 for Special Use Permit site > 1 acre up to 5 acres
   $900.00 for Special Use Permit site > 5 acres

4. Application Withdrawal:
   a) This application may only be withdrawn by written request from the applicant or property owner. If such request is received prior to submission of the Planning & Zoning Commission public hearing notice to the newspaper, filing fees may be refunded. Filing fees **will not** be refunded after submission of public hearing notice to the newspaper.
   b) After submission of public hearing notice to the newspaper, an application may only be withdrawn by action of the Planning & Zoning Commission or City Council at the public hearing.

5. No more than one (1) proposal for a major amendment to a Special Use Permit shall be considered within one (1) year after the date of the original authorization of such a permit.

6. If for any reason any condition imposed pursuant to these regulations is found to be illegal or invalid, such Special Use Permit shall be null and void and of no effect.

7. An approved Special Use Permit shall be void after eighteen (18) months or such lesser time as authorized by City Council, unless the use of the property has begun and/or a footing inspection has be passed.

8. If any Special Use is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, it shall be deemed abandoned and the Special Use Permit shall be null and void and of no effect.

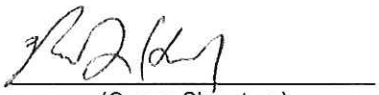
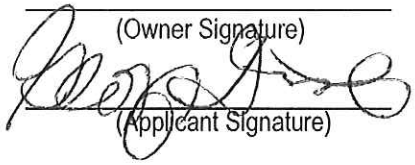
All of the items required by this application must be turned in to the Planning Department, FULLY COMPLETED, by 5:00 p.m. of the prescribed deadline. Incomplete applications will not be accepted. Applications submitted after the deadline will be held until the next deadline for processing.

F. **SIGNATURES**

When the applicant is someone other than the current property owner, the signatures of both the current property owner and the applicant shall be provided unless a power of attorney authorization is in effect. If power of attorney is in effect, a properly executed copy is required to be submitted with this application.

Signature of property Owner (s)

I/We the undersigned, do hereby certify that all information given above is true, complete and accurate to the best of my /our knowledge, and do hereby request the High Point City Council to take action as sought by this application.

Robert F Hicks, Jr Treasurer (Owner Print Name)	 (Owner Signature)	8-10-2014 (Date)
Carrie MacFarland Secretary (Owner Print Name)	Carrie MacFarland (Owner Signature)	8-10-14 (Date)
(Owner Print Name)	(Owner Signature)	(Date)
George Davis Tower Com (Applicant Print Name)	 (Applicant Signature)	8/22/14 (Date)
(Representative Print Name)	(Representative Signature)	(Date)

Note: If there are additional property owners, applicants or representatives, please attach an additional signature sheet with their names and signatures.

Corporations, Partnerships or other similar entities please include notarized Official Corporate Certification authorizing, representative to sign on behalf of the corporation.

OFFICIAL USE ONLY – APPLICANT DO NOT WRITE BELOW THIS LINE.

Received By: _____ 9-15-14
(Staff Signature) (Date)

Revised 9/1/05

SPECIAL USE PERMIT
INFORMATION SHEET

THE ATTACHED WORKSHEET MUST BE COMPLETED AND INCLUDED WITH ANY SPECIAL USE PERMIT.

1. **Uses:** The applicant must specify the use(s) that will be permitted on the property and may propose other conditions to ensure compatibility between the development and the surrounding area. Only those uses that are allowed in the zoning district to which the Special Use Permit corresponds may be permitted.

2. **Basis for Conditions:** Proposed conditions should be based upon the following:
   a. Information and feedback received at the required pre-application conference;
   b. Other City of High Point Department contacts;
   c. Adjacent and/or similar special use permit requests;
   d. Desire to mitigate or otherwise address concerns of adjacent property owners, or offset potential impact on adjacent property value or other negative impacts on adjacent properties; and
   e. Ensure proposed development is in accordance with and otherwise conforms to city plans.

3. **Types of Conditions:** In a Special Use Permit, conditions should not restate existing development ordinance requirements. Conditions may include but are not limited to the following:
   a. Location of use(s); number of dwelling units and timing of development;
   b. Location and extent of supporting facilities (parking, driveways, access streets, rights-of-way, etc);
   c. Location and extent of buffer areas and other special purpose areas;
   d. Other issues the applicant may propose as conditions upon the request.

4. **Required Findings:** In order to grant a Special Use Permit, the City Council must make four findings of fact based on how the applicant has addressed the requirements of the Development Ordinance: The Special Use Permit shall not be approved by the City Council unless each of the following findings has been made:
   a. That the use will not materially endanger the public health or safety if located where proposed;
   b. That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) *Greater Restrictions.*
   c. That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; and
   d. That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs.

4. **Greater Restrictions: In approving a Special Use Permit, the City Council may impose more restrictive requirements, as it deems necessary, in order that the purposes and intent of the Development Ordinance are served.**

5. **No Removal of Other Requirements: No condition(s) shall have the effect of removing or being less restrictive than the requirement of the Development Ordinance.** *(Example: a condition to require a greater setback than what is required by the Development Ordinance is permissible; however, a condition to establish a lesser setback than required by the Development Ordinance* ***is not permissible.)***

CITY OF HIGH POINT
NORTH CAROLINA

SPECIAL USE PERMIT
WORKSHEET

TO THE CITY COUNCIL OF THE CITY OF HIGH POINT:

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

I. USES (proposed use):

(List the specific use(s) that you are proposing to have under this permit. Only those uses listed shall be allowed under this SUP application.

Proposed 165' monopole tower facility with 70'x70' fenced area. T-Mobile (anchor tenant) proposed telecommunications equipment on 10'x12' concrete equipment pad and associated antennas mounted at 165' on tower.

(Add additional sheets if needed)

II. CONDITIONS:

(List the specific conditions and/or requirements that you are willing to offer in order to address any potential negative impact to abutting property owners? Some examples are:

- *Greater setbacks, lot size, or lower density.*
- *Right-of-way dedication or restricting the number and location of access points.*
- *Limiting/shielding exterior lighting.*
- *Site design issues.*
- *Exterior Building materials, architectural character & style, building mass/scale/height.*
- *Building orientation.*
- *Additional environmental & watershed protection/ preservation measures.*
- *Addressing neighborhood compatibility issues (outdoor storage, hours of operation, etc.*
- *Additional sign restrictions.*
- *Imposing the stricter corridor design guidelines on non-corridor roadways.*
- *Landscaping above the ordinance requirements, wider buffer areas and screening fences.*

Landscaping: In lieu of the required, planted landscaped buffer around the communication tower site, the applicant is proposing a complete preservation of the existing, mature vegetation on the property, except for the clearing required for the fenced compound, and directly adjacent to the proposed site on all sides. The proposed tower will be located within heavily dense woods and should be effectively screened from any public, off-site views.

Attach additional sheets if needed)

SIGNATURES

It is understood and acknowledged that if approved by the City Council, this Special Use Permit and accompanying site plan are perpetually binding upon the above described property, regardless of ownership, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

This Special Use Permit shall be valid for a period of eighteen (18) months from the date of City Council approval, unless a different time is expressly stated in such approval. The land use authorized by this Permit must begin, and/or a footing inspection must be approved within this time period, or the Permit shall expire. If the land use authorized by this Permit is discontinued for a period exceeding eighteen (18) consecutive months or is replaced by another land use permitted in the zoning district, then the use shall be deemed abandoned and this Permit shall be null and void and of no effect.

The violation of any condition of this Permit shall, upon conviction, result in the revocation of this Permit and the removal or termination of the land use it authorizes. If for any reason any condition imposed by this Permit is found to be illegal or invalid, then this Permit shall be null and void and of no effect.

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

If there are additional property owners, please attach an additional signature sheet with their names and signatures.

Corporations, Partnerships or other similar entities please include notarized Official Corporate Certification authorizing representative to sign on behalf of the corporation.

Owner(s) Signature

Robert F Hicks, Jr.
Owner(s) Print or Type Name Treasurer

5724 Joan Dr.
Archdale, NC 27263
Address

Carrie MacFarland
Owner(s) Signature

Carrie MacFarland
Owner(s) Print or Type Name secretary

867 Eli Moore Ct.
High Point, NC 27265
Address

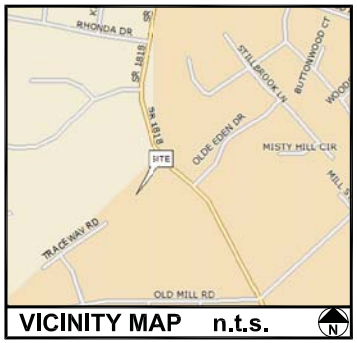
Owner(s) Signature

Owner(s) Print or Type Name

Address

If there are additional property owners, please attach an additional signature sheet with their names and signatures.

Corporations, Partnerships or other similar entities please include notarized Official Corporate Certification authorizing representative to sign on behalf of the corporation.



VICINITY MAP n.t.s.

NOTES:

1. This plan was prepared without the benefit of a report of title.

2. This plan does not represent an ALTA/ACSM Land Title survey.

3. The basis of the bearings and coordinates. for this plan is the North Carolina State Plane Coordinate System, North American Datum (NCSPCS/NAD 83) based on differential GPS observations performed on July 14, 2014 and tied to the National CORS system via the OPUS utility and expressed in US Survey Feet.

4. Vertical information shown, based on the North American Vertical Datum of 1988 (NAVD '88) in US Survey Feet.

5. Property lines are drawn from monumentation found at property corners and information found in Deed Book 2806, Page 793, of the Guilford County Register of Deeds records.

6. All distances are ground unless otherwise noted.

7. This property is located in flood zone "X", areas determined to be outside 0.2% chance of annual flood. (FEMA Community Panel # 3710689200K, effective January 02, 2009).

8. Lessee Information:
Tower Com, LLC
5611 Hwy 55, Suite 201
Durham, NC 27713

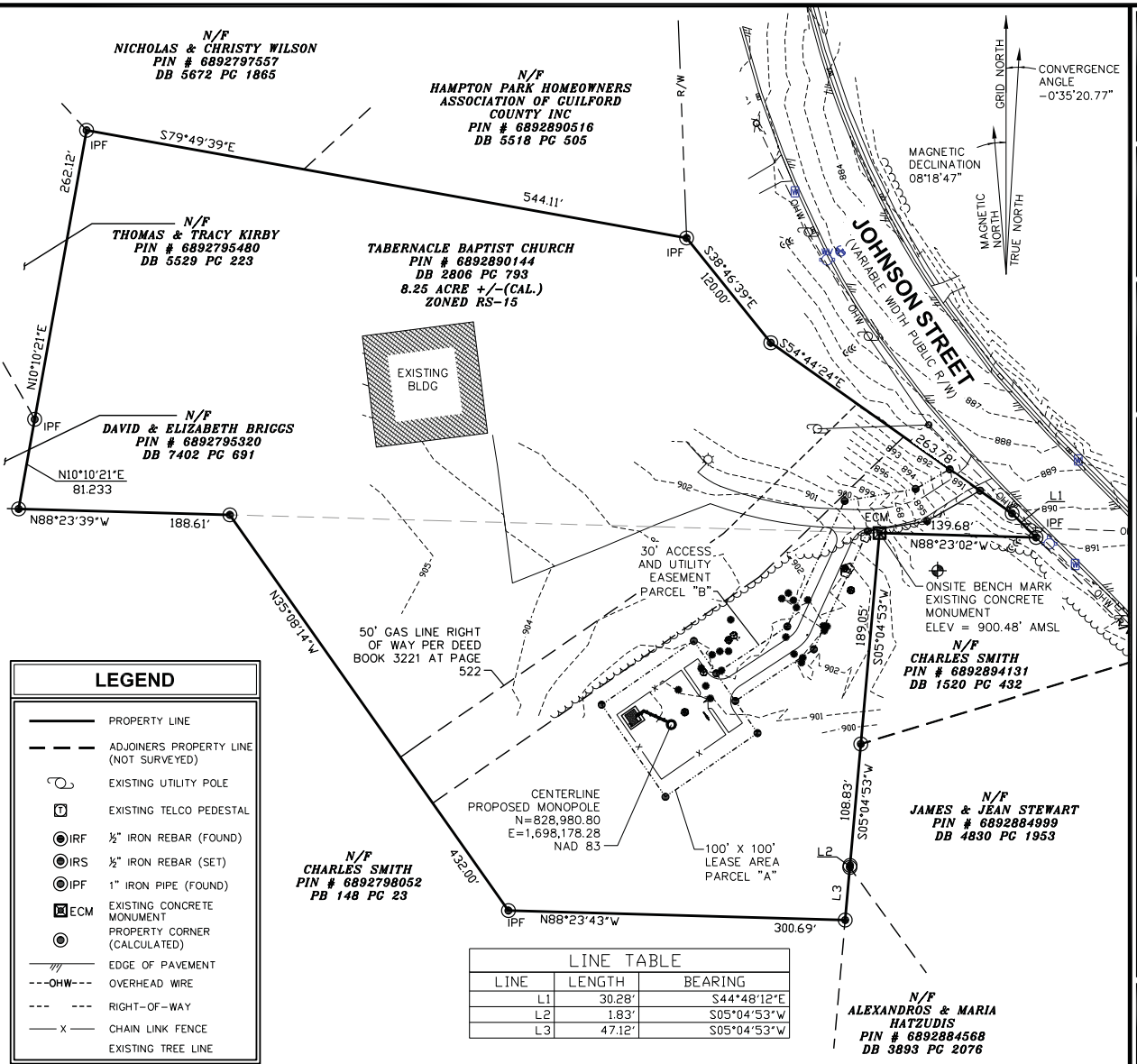
9. Property Information:
Tabernacle Baptist Church
3929 Johnson Street
Highpoint, NC 27265

1A CERTIFICATE

LATITUDE: N 36° 01' 23.872" (NAD '27)
LONGITUDE: W 80° 01' 15.280" (NAD '27)

LATITUDE: N 36° 01' 24.365" (NAD '83)
LONGITUDE: W 80° 01' 14.424" (NAD '83)

GROUND ELEV. (AMSL): 900.4'± (NAVD '88)



LEGEND

	PROPERTY LINE
	ADJOINERS PROPERTY LINE (NOT SURVEYED)
	EXISTING UTILITY POLE
T	EXISTING TELCO PEDESTAL
IRF	½" IRON REBAR (FOUND)
IRS	½" IRON REBAR (SET)
IPF	1" IRON PIPE (FOUND)
ECM	EXISTING CONCRETE MONUMENT
	PROPERTY CORNER (CALCULATED)
	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
--- ---	RIGHT-OF-WAY
—— x ——	CHAIN LINK FENCE
	EXISTING TREE LINE

LINE TABLE

LINE	LENGTH	BEARING
L1	30.28'	S44°48'12"E
L2	1.83'	S05°04'53"W
L3	47.12'	S05°04'53"W

SITE SURVEY

SCALE: 1" = 100'

0 100 200
SCALE IN FEET

PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

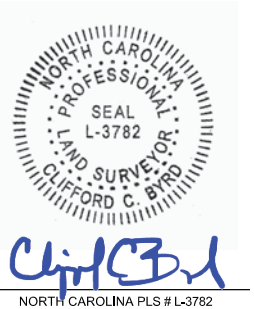
3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
(919) 661-6351
NC LICENSE NO. C-1794

SURVEYOR CERTIFICATE

I, CLIFFORD BYRD, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY DIRECT SUPERVISION, (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREON; THAT RATIO OF PRECISION AS CALCULATED IS 1: 10,000 OR GREATER; THAT THE AREA IS COMPUTED BY COORDINATE METHOD; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 28TH DAY OF JULY, 2014.



NORTH CAROLINA PLS # L-3782
CLIFFORD C. BYRD

SHEET TITLE:

SITE SURVEY

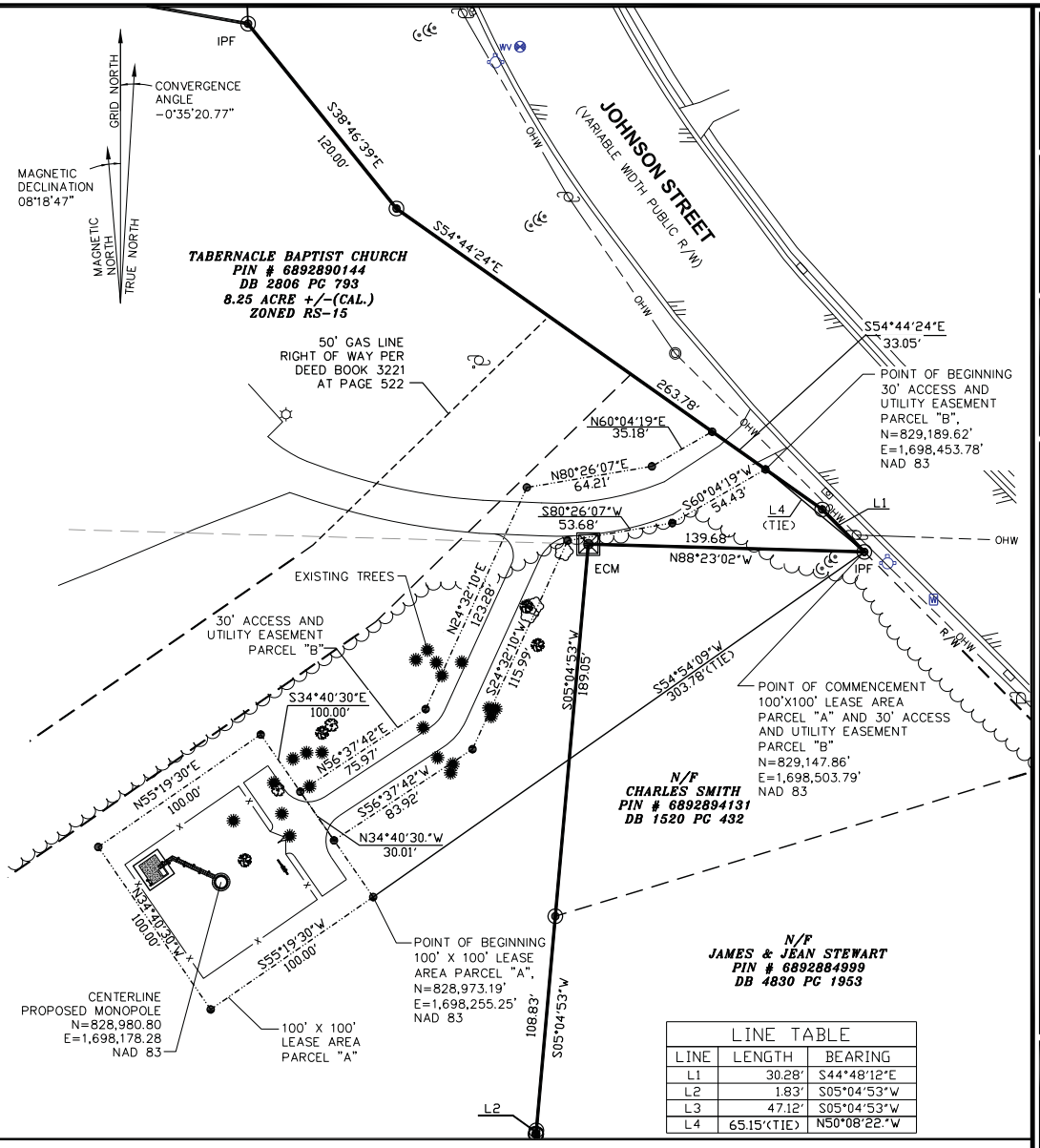
DATE: 07/28/2014	REVISION: 0
SHEET #: 1 OF 2	TEP #: 56245

LEGAL DESCRIPTION OF 100' X 100' LEASE AREA PARCEL "A"

ALL THAT CERTAIN LEASE AREA PARCEL OF LAND, SITUATE, LYING AND BEING IN GUILFORD COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 2806 AT PAGE 793 OF THE GUILFORD COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT EXISTING IRON PIPE ON THE WESTERN RIGHT OF WAY OF JOHNSON STREET, SAID IRON BEING THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 2806 AT PAGE 793, SAID IRON BEING A COMMON CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 1520, PAGE 432, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 829,147.86', AND EASTING = 1,698,503.79'; THENCE FROM THE POINT OF COMMENCEMENT, SOUTH 54°54'09" WEST, A DISTANCE OF 303.78 FT. TO A POINT ON THE SOUTHEAST CORNER OF THE DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 828,973.19', AND EASTING = 1,698,255.25'; THENCE FROM THE POINT OF BEGINNING SOUTH 55°19'30" WEST, A DISTANCE OF 100.00 FT. TO A POINT; THENCE NORTH 34°40'30" WEST FOR A DISTANCE OF 100.00 FT. TO A POINT; THENCE NORTH 55°19'30" EAST FOR A DISTANCE OF 100.00 FT. TO A POINT. THENCE SOUTH 34°40'30" EAST FOR A DISTANCE OF 100.00 FT. TO THE POINT OF BEGINNING.
SAID LEASE AREA PARCEL CONTAINING 10,000 SQ. FT. OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT PARCEL "B"

ALL THAT CERTAIN EASEMENT AREA PARCEL OF LAND, LYING AND BEING IN GUILFORD COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 2806, AT PAGE 793 OF THE GUILFORD COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT EXISTING IRON PIPE ON THE WESTERN RIGHT OF WAY OF JOHNSON STREET, SAID IRON BEING THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 2806 AT PAGE 793, AND BEING A COMMON CORNER OF THE PARCEL DESCRIBED IN DEED BOOK 1520, PAGE 432, SAID IRON HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 829,189.62', AND EASTING = 1,698,453.78'; THENCE FROM THE POINT OF COMMENCEMENT, NORTH 50°08'22" WEST A DISTANCE OF 65.15 FT. TO A POINT ON THE NORTHERN LIMITS OF THE PROPERTY DESCRIBED IN DEED BOOK 2806 AT PAGE 793; SAID POINT BEING THE TRUE POINT OF BEGINNING OF A DESCRIBED 30' ACCESS AND UTILITY EASEMENT, AND HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 829,189.62'; AND EASTING = 1,698,453.78'; THENCE FROM THE POINT OF BEGINNING, SOUTH 60°04'19" WEST A DISTANCE OF 54.43 FT. TO A POINT, THENCE SOUTH 80°26'07" WEST A DISTANCE OF 53.68 FT. TO A POINT; THENCE SOUTH 24°32'10" WEST A DISTANCE OF 115.99 FT. TO A POINT; THENCE SOUTH 56°37'42" WEST A DISTANCE OF 83.92 FT. TO A POINT ON THE EASTERN LIMITS OF DESCRIBED LEASE AREA PARCEL; THENCE WITH SAID EASTERN LIMITS, NORTH 34°40'30" WEST A DISTANCE OF 30.01 FT. TO A POINT ON SAID EASTERN LIMITS; THENCE LEAVING SAID EASTERN LIMITS, NORTH 56°37'42" EAST A DISTANCE OF 75.97 FT. TO A POINT; THENCE NORTH 24°32'10" EAST A DISTANCE OF 123.28 FT. TO A POINT; THENCE NORTH 80°26'07" EAST A DISTANCE OF 64.21 FT. TO A POINT; THENCE NORTH 60°04'19" EAST A DISTANCE OF 35.18 FT. TO A POINT ON THE NORTHERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 2806 AT PAGE 793, THENCE WITH SAID LIMITS; SOUTH 54°44'24" EAST A DISTANCE OF 33.05 FT. TO THE POINT OF BEGINNING.
SAID EASEMENT AREA PARCEL CONTAINING 9100 SQ. FT. OR 0.21 ACRES MORE OR LESS.



LINE TABLE		
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L3	47.12'	S05°04'53"W
L4	65.15'(TIE)	N50°08'22"W

LEGAL DESCRIPTIONS

SCALE: 1" = 60'

PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
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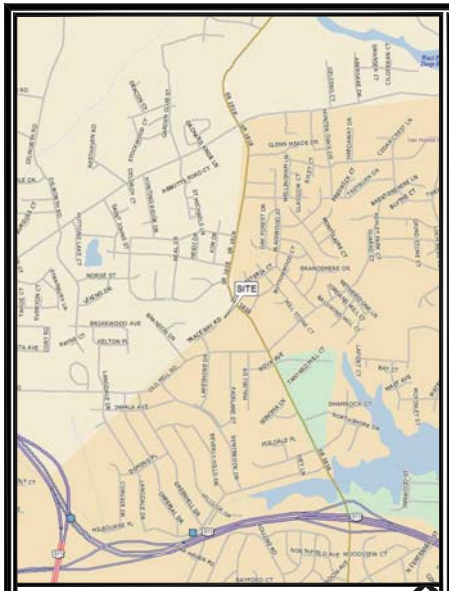
NORTH CAROLINA PROFESSIONAL SEAL L-3782 LAND SURVEYOR CLIFFORD C. BYRD

NORTH CAROLINA PLS # L-3782
CLIFFORD C. BYRD

SHEET TITLE:

LEGAL DESCRIPTIONS

DATE: 07/28/2014	REVISION: 0
SHEET #: 2 OF 2	TEP #: 56245



VICINITY MAP

PROJECT INFORMATION:

PROPOSED 165' MONOPOLE TELECOMMUNICATIONS FACILITY

SITE NAME:

JOHNSON ST

SITE ADDRESS:

3929 JOHNSON STREET HIGH POINT, NC 27265 (GUILFORD COUNTY)

APPLICANT/LESSEE:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PLANS PREPARED BY:

TowerCom

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
919.661.6351
N.C. LICENSE # C-1794

IF YOU DIG IN NORTH CAROLINA... CALL US FIRST!
1-800-632-4949
NORTH CAROLINA ONE-CALL
IT'S THE LAW

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER/SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

UTILITY STATEMENT

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY
0	08-04-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

LOCATION MAP

FROM RALEIGH, NC: TAKE PREFERRED ROUTE TO I-40 W AND FOLLOW FOR APPROXIMATELY 86 MILES. TAKE EXIT 208 ONTO SANDY RIDGE ROAD. TURN LEFT ONTO SANDY RIDGE ROAD AND TRAVEL APPROXIMATELY 5 MILES. TAKE SLIGHT LEFT ONTO JOHNSON STREET. SITE IS LOCATED ON THE RIGHT.

DRIVING DIRECTIONS

LATITUDE N 36° 01' 24.365" (NAD 83)
LONGITUDE W 80° 01' 14.424" (NAD 83)

LATITUDE N 36° 01' 23.872" (NAD 27)
LONGITUDE W 80° 01' 15.280" (NAD 27)

GROUND ELEVATION = 900.4'± (NAVD 88)

1-A CERTIFICATION

APPLICANT / LESSEE:

NAME	TOWERCOM
ADDRESS	5611 HWY 55, SUITE 201
CITY, STATE, ZIP	DURHAM, NC 27713
CONTACT	GEORGE DAVIS
PHONE	(919)666-2903

PROPERTY OWNER:

NAME	TABERNACLE BAPTIST CHURCH
ADDRESS	3929 JOHNSON STREET
CITY, STATE, ZIP	HIGH POINT, NC 27265
CONTACT	PASTOR CASEY BRADFORD
PHONE	(336)869-3314

PROPERTY DATA:

AREA OF CONSTRUCTION:	15,640± SQ. FT.
PRESENT OCCUPANCY TYPE:	CHURCH
PROPOSED OCCUPANCY TYPE:	TELECOMMUNICATIONS FACILITY
CURRENT ZONING:	RS-12
PARCEL ID NUMBER:	6892890144
JURISDICTION:	HIGH POINT

UTILITIES:

POWER COMPANY:	DUKE POWER
CONTACT:	CUSTOMER SERVICE
PHONE:	800-777-9898
METER # NEAR SITE:	95 701 182
TELEPHONE COMPANY:	UNKNOWN
CONTACT:	UNKNOWN
PHONE:	UNKNOWN
PEDESTAL # NEAR SITE:	UNKNOWN

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. NORTH CAROLINA BUILDING CODE (2009 EDITION)
2. INTERNATIONAL CODE COUNCIL
3. ANSI/TIA-222-G
4. NC ELECTRIC CODE (2009 EDITION)
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

ORIGINAL SURVEYOR:

NAME	TOWER ENGINEERING PROFESSIONALS, INC.
ADDRESS	326 TRYON ROAD
CITY, STATE, ZIP	RALEIGH, NC 27603
CONTACT	CLIFFORD BYRD, P.L.S.
PHONE	(919) 661-6351

CIVIL ENGINEER:

NAME	TOWER ENGINEERING PROFESSIONALS, INC.
ADDRESS	326 TRYON ROAD
CITY, STATE, ZIP	RALEIGH, NC 27603
CONTACT	KIMBERLY S. MARTIN, P.E.
PHONE	(919) 661-6351

STRUCTURAL ENGINEER:

NAME	UNKNOWN
ADDRESS	UNKNOWN
CITY, STATE, ZIP	UNKNOWN
CONTACT	UNKNOWN
PHONE	UNKNOWN

ELECTRICAL ENGINEER:

NAME	TOWER ENGINEERING PROFESSIONALS, INC.
ADDRESS	326 TRYON ROAD
CITY, STATE, ZIP	RALEIGH, NC 27603
CONTACT	FREDERICK T. HERB, P.E.
PHONE	(919) 661-6351

GEOTECHNICAL ENGINEER:

NAME	N/A
ADDRESS	N/A
CITY, STATE, ZIP	N/A
CONTACT	N/A
PHONE	N/A

TOWER MANUFACTURER:

NAME	UNKNOWN
ADDRESS	UNKNOWN
CITY, STATE, ZIP	UNKNOWN
CONTACT	UNKNOWN
PHONE	UNKNOWN

PROJECT TEAM

SHEET	DESCRIPTION	REV
T1	TITLE SHEET	4
N1	GENERAL NOTES	4
C1	SITE PLAN	4
C2	COMPOUND DETAIL	4
C3	TOWER ELEVATION	4
C4	EQUIPMENT LAYOUT PLAN	4
C5	FOUNDATION DETAILS	4
C6	ICE BRIDGE DETAILS	4
C7	ANTENNA MOUNTING DETAILS	4
C8	FENCE DETAILS	4
C9	SOIL & EROSION CONTROL PLAN	4
C10	DRIVEWAY & SIGNAGE DETAILS	4
C11	EXISTING VEGETATION PHOTOGRAPHS	4
E1	ELECTRICAL NOTES	4
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INDEX OF SHEETS

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER FREDERICK T. HERB

September 10, 2014

SHEET NUMBER: **T-1**

REVISION: 4

TEP #: 56245

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED TOWERCOM OR IT'S DESIGNATED REPRESENTATIVE.

2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF NORTH CAROLINA.

3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G-2-2009. THIS CONFORMS TO THE REQUIREMENTS OF THE NORTH CAROLINA BUILDING CODE, 2012 EDITION.

4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NORTH CAROLINA BUILDING CODE, 2012 EDITION.

5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.

6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.

7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.

8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.

9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE T-MOBILE PROJECT MANAGER.

12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.

13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.

14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.

15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.

16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.

17. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

18. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.

19. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

20. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH T-MOBILE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO T-MOBILE PRIOR TO THE START OF THE WORK ON THE PROJECT.

21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.

22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.

23. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE TOWERCOM PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.

24. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

GENERAL NOTES

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

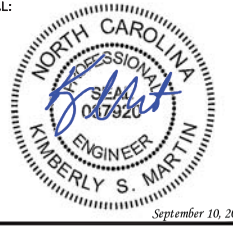
3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: SCB | CHECKED BY: GMA

SHEET TITLE:

GENERAL NOTES

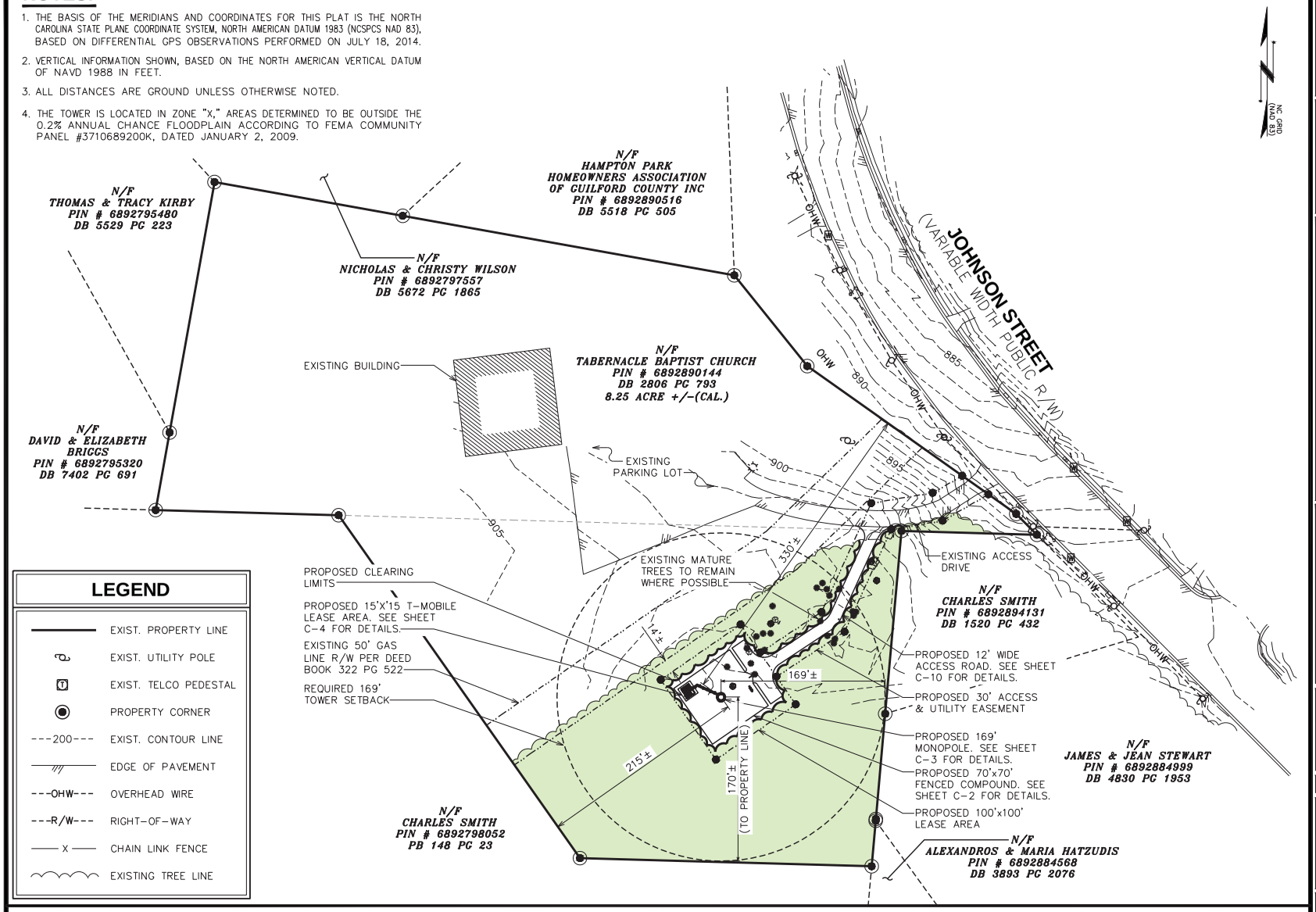
SHEET NUMBER: **N-1**

REVISION: 4

TEP #: 56245

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON JULY 18, 2014.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF NAVD 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3710689200K, DATED JANUARY 2, 2009.



LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- —— X —— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 100'

0 100 200

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

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DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
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(GUILFORD COUNTY)

PLANS PREPARED BY:

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OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

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1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

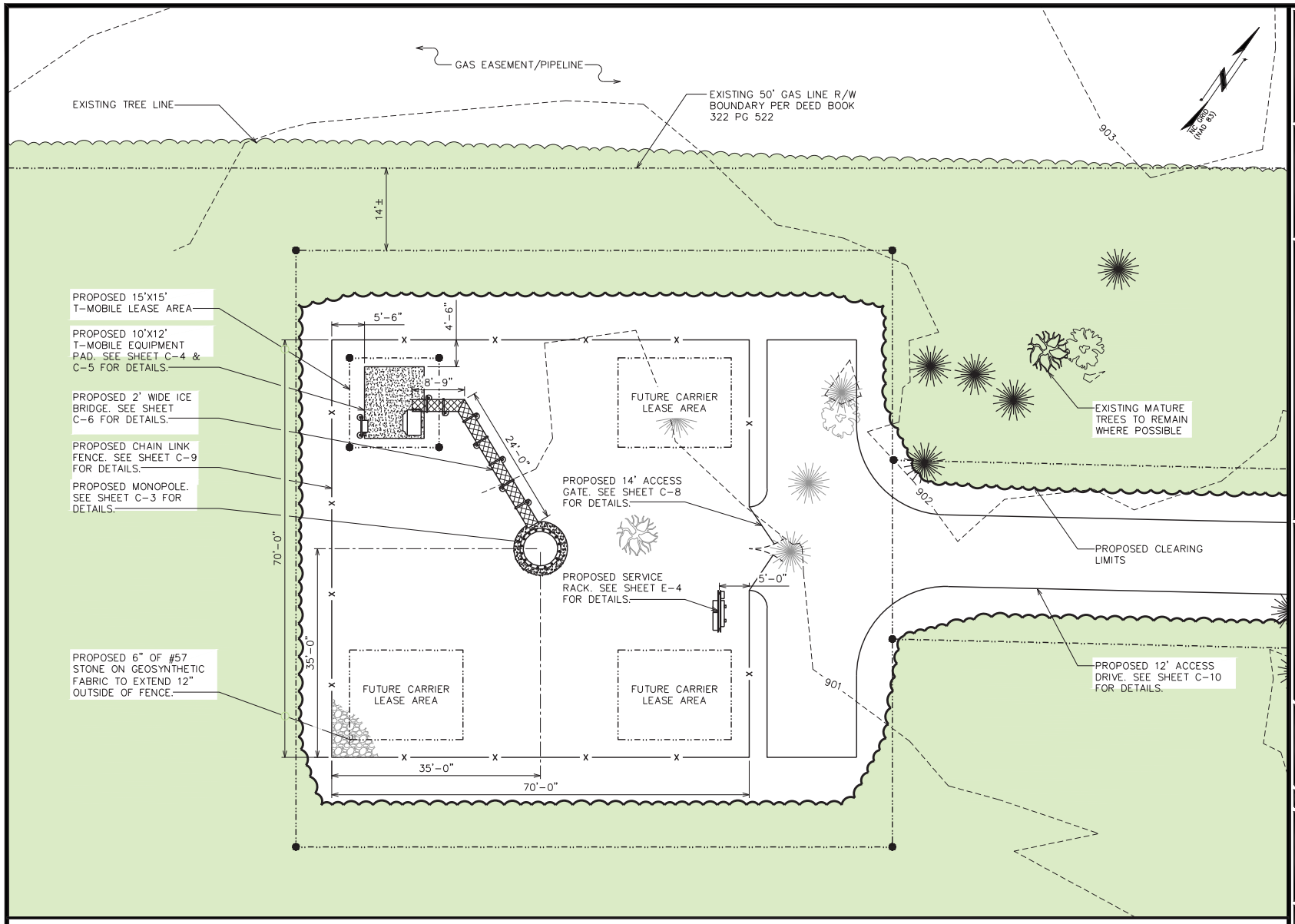
SHEET TITLE:

SITE PLAN

SHEET NUMBER: **C-1**

REVISION: 4

TEP #: 56245



COMPOUND DETAIL

SCALE: 1/16" = 1'-0"

0 16 32

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
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(919)666-2906

PROJECT INFORMATION:

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3929 JOHNSON STREET
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September 10, 2014

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1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

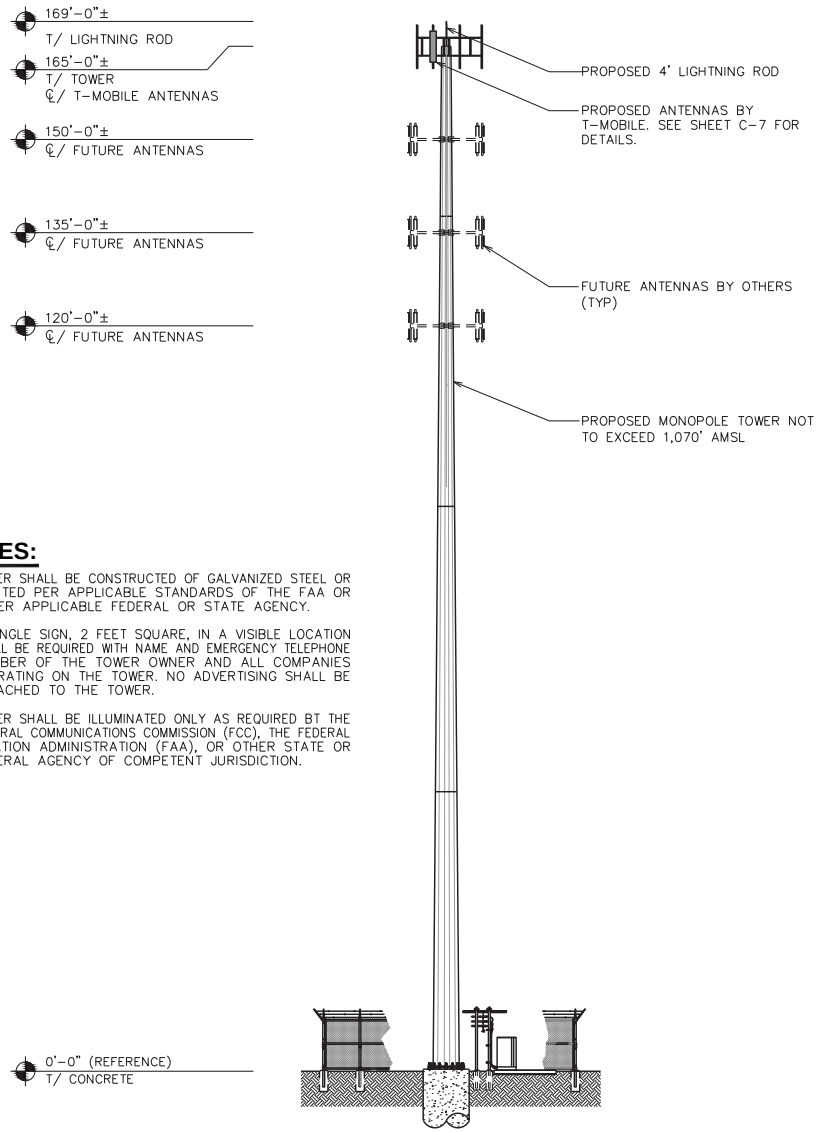
SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER: **C-2**

REVISION: 4

TEP #: 56245



NOTES:

1. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
2. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BT THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.

TOWER ELEVATION

SCALE: 1" = 20'

0 20 40
SCALE IN FEET

PLANS PREPARED FOR:
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SEAL:
NORTH CAROLINA PROFESSIONAL ENGINEER KIMBERLY S. MARTIN SEAL 037920
September 10, 2014

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1	08-14-14	PRELIMINARY

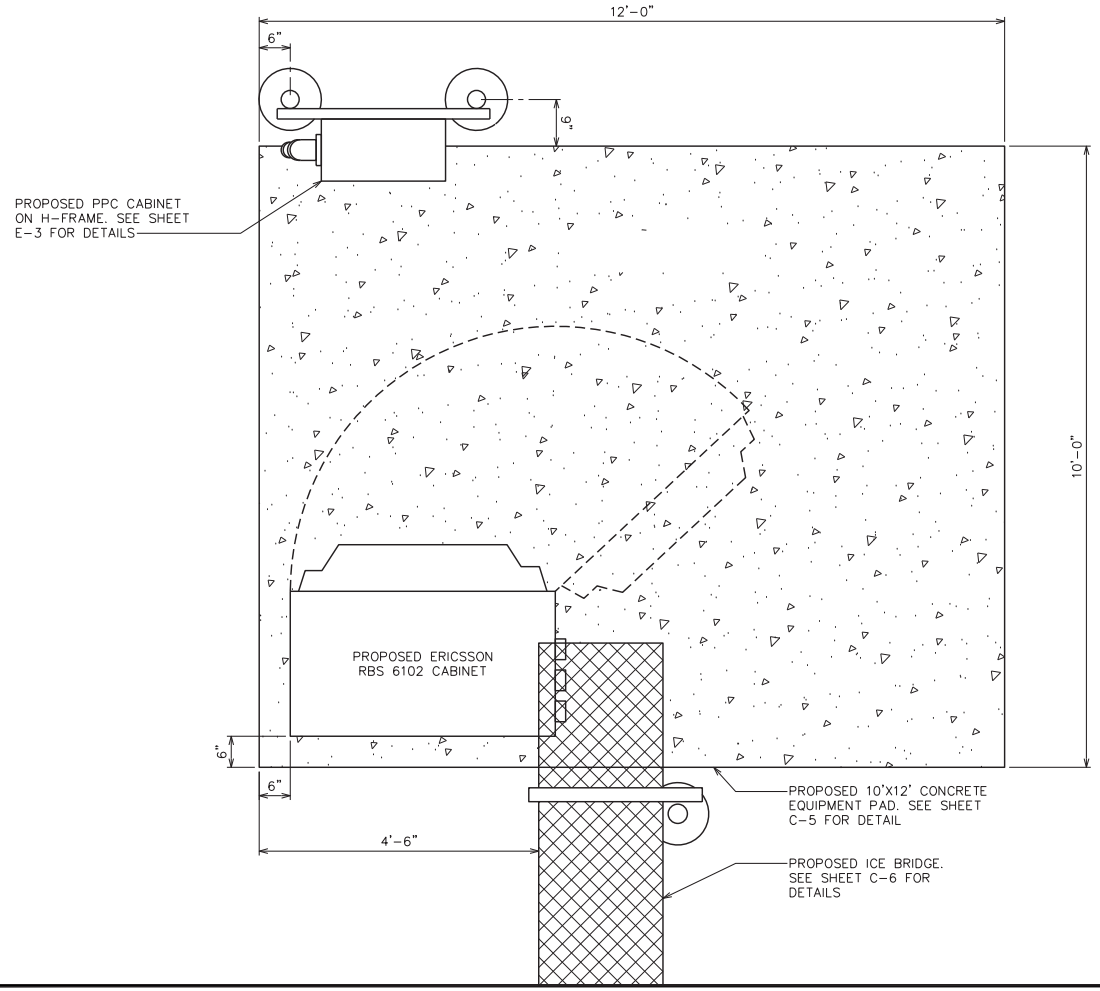
DRAWN BY: MAW CHECKED BY: SCB

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER: **C-3**
REVISION: **4**
TEP #: 56245

NOTE:

CONTRACTOR TO STUB-UP REQUIRED CONDUITS PRIOR TO POURING CONCRETE PER EQUIPMENT CABINET INSTRUCTIONS



EQUIPMENT LAYOUT PLAN

SCALE: ½" = 1'-0"

0 2 4

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

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DRAWN BY: CMT | CHECKED BY: GMA

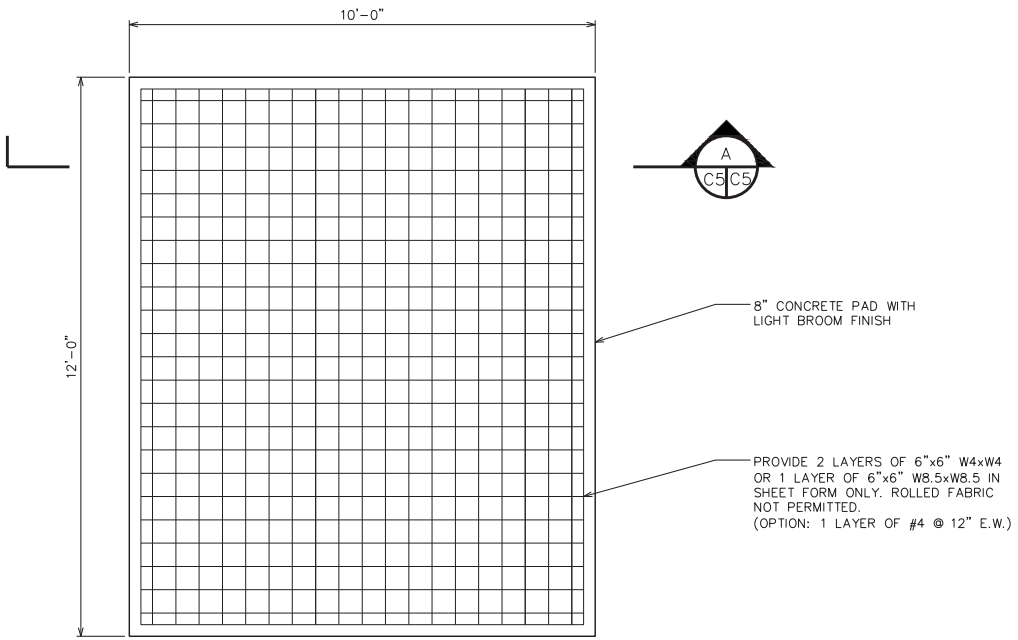
SHEET TITLE:

EQUIPMENT LAYOUT PLAN

SHEET NUMBER: **C-4**

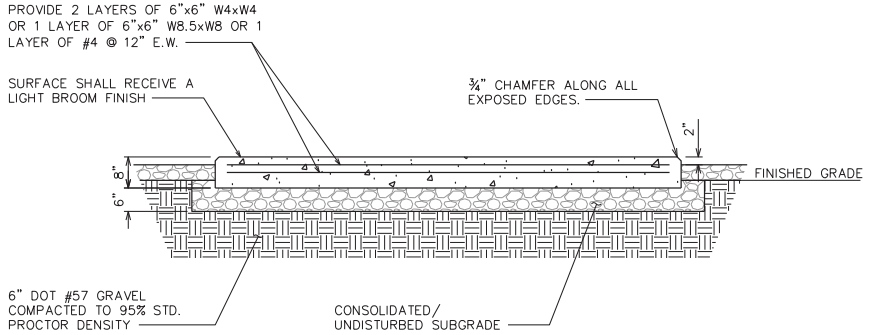
REVISION: 4

TEP #: 56245



FOUNDATION NOTES:

1. FOUNDATION DESIGN BASED ON 2000 PSF SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE REDESIGNED. CONTRACTOR SHALL HAVE SOIL BEARING CAPACITY VERIFIED BY A LICENSED PROFESSIONAL GEO-TECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION.
2. CONCRETE SHALL BE 3,000 PSI.
3. REINFORCING STEEL Fy = 60,000 PSI
4. ALL BACKFILL SHALL BE THOROUGHLY COMPACTED TO A MINIMUM OF 95% DENSITY USING THE MODIFIED PROCTOR METHOD.
5. SURFACE OF FINISHED SLAB SHALL BE LEVEL AND FLAT WITHIN ¼".
6. CONTRACTOR SHALL VERIFY WITH MANUFACTURER ACTUAL DIMENSIONS OF SHELTER PRIOR TO LAYING OUT FOUNDATION.
7. ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACI 318-05.



FOUNDATION PLAN
SCALE: ⅜" = 1'-0"

0 2 4
SCALE IN FEET

SECTION
SCALE: ⅜" = 1'-0"

A
C5 C5

0 2 4
SCALE IN FEET

PLANS PREPARED FOR:

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SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 026820 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

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1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

SHEET TITLE:

FOUNDATION DETAILS

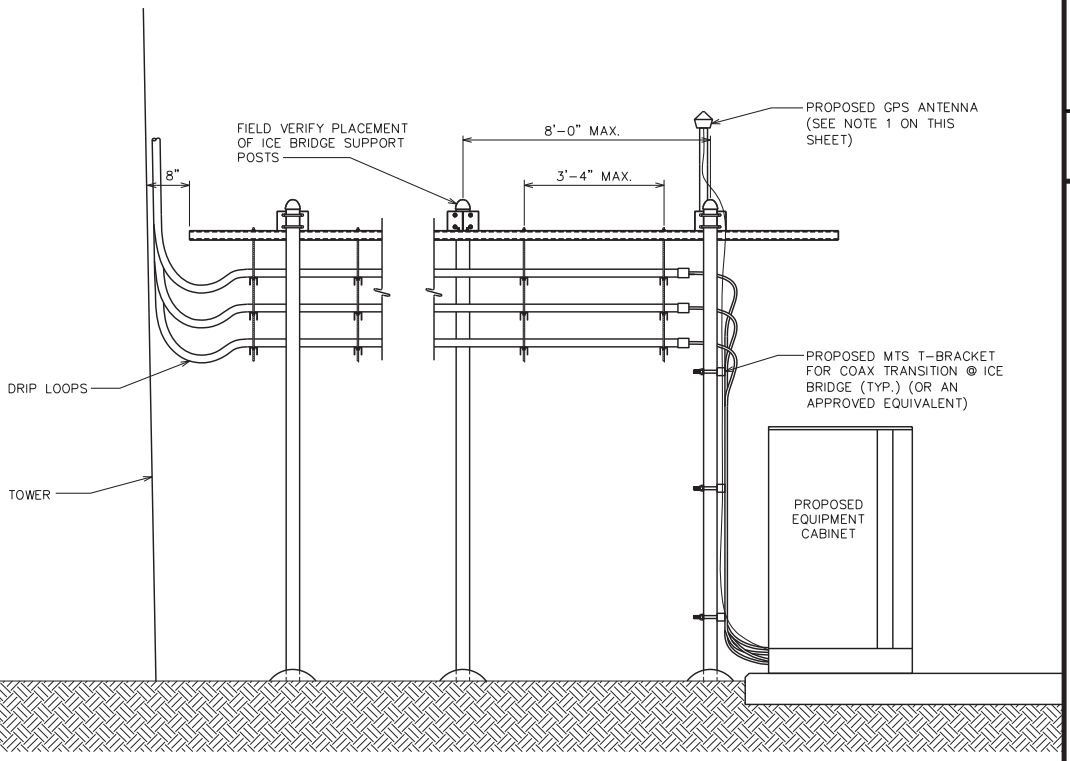
SHEET NUMBER: **C-5**

REVISION: 4

TEP #: 56245

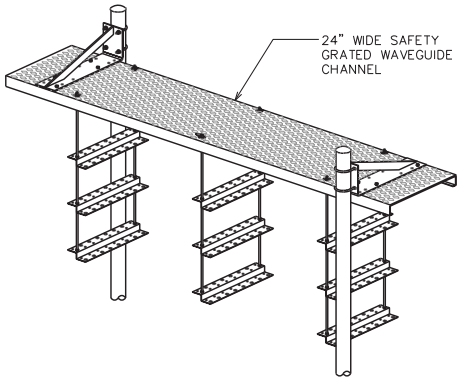
NOTES:

1. GPS/GSM ANTENNA ASSEMBLY PROVIDED BY T-MOBILE AND INSTALLED BY THE CONTRACTOR.
2. (2) GROUND LEADS FROM BOTH TOWER BOTTOM GROUND BAR AND ICE BRIDGE GROUND BAR



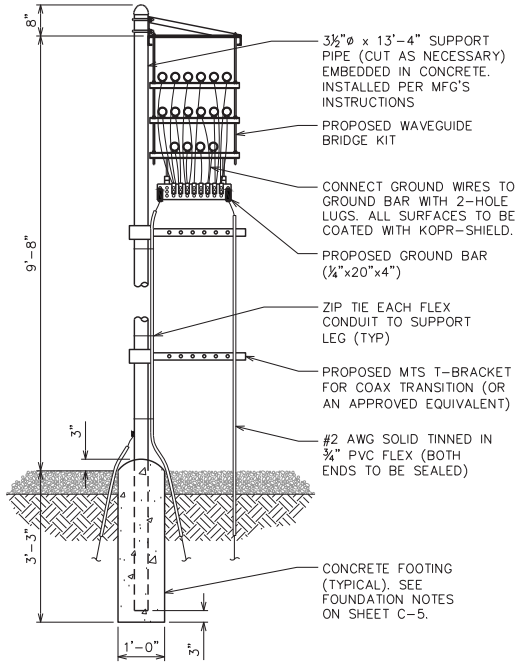
ICE BRIDGE DETAIL

SCALE: N.T.S.



ISOMETRIC VIEW

SCALE: N.T.S.



SIDE VIEW

SCALE: ⅜" = 1'-0"

0 2 4

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

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1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

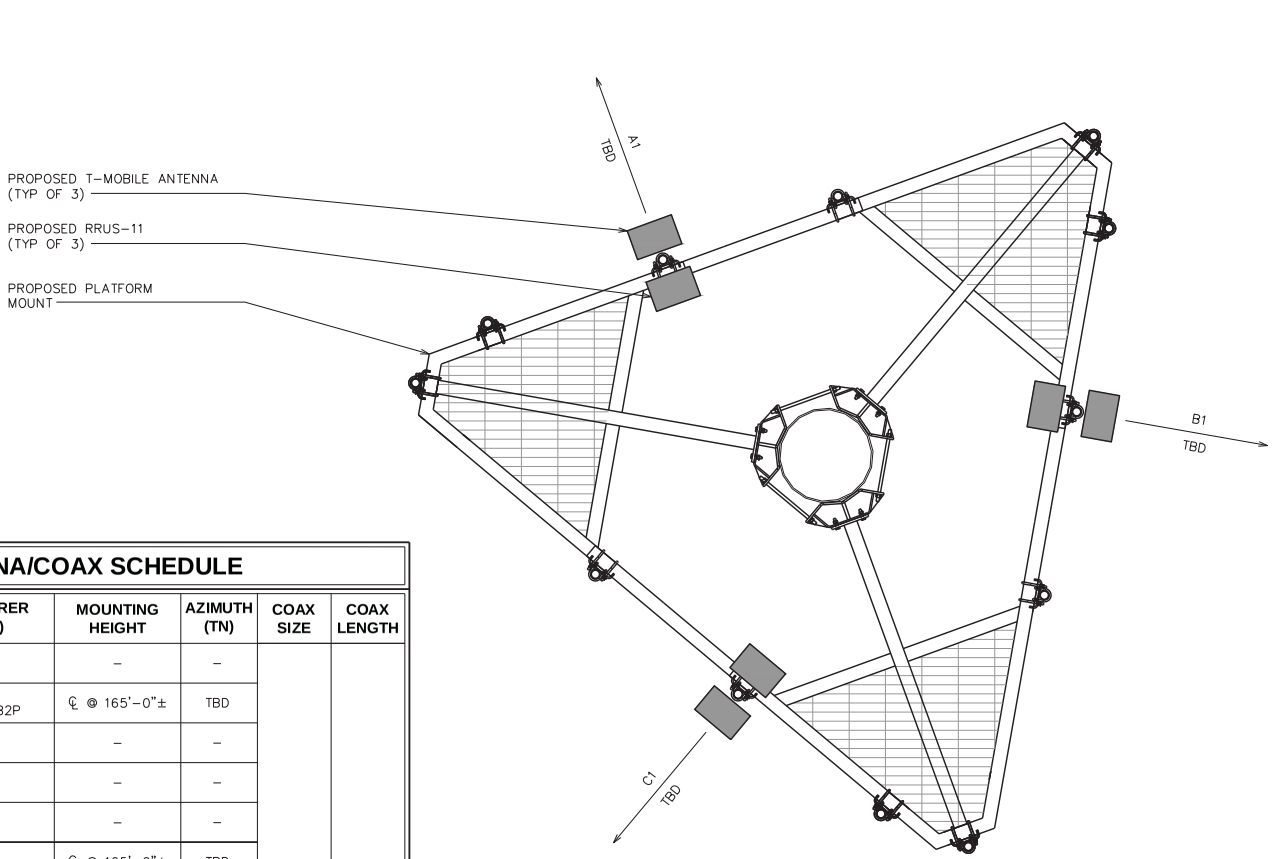
SHEET TITLE:

ICE BRIDGE DETAILS

SHEET NUMBER: **C-6**

REVISION: **4**

TEP #: 56245



ANTENNA/COAX SCHEDULE

POS.	SECTOR	MANUFACTURER (MODEL #)	MOUNTING HEIGHT	AZIMUTH (TN)	COAX SIZE	COAX LENGTH
1	ALPHA	–	–	–	(1) 9"X18" HYBRID CABLE	190'±
2	ALPHA	ERICSSON AIR21-B4A-B2P	℄ @ 165'-0"±	TBD		
3	ALPHA	–	–	–		
4	ALPHA	–	–	–		
5	BETA	–	–	–		
6	BETA	ERICSSON AIR21-B4A-B2P	℄ @ 165'-0"±	TBD		
7	BETA	–	–	–		
8	BETA	–	–	–		
9	GAMMA	–	–	–		
10	GAMMA	ERICSSON AIR21-B4A-B2P	℄ @ 165'-0"±	TBD		
11	GAMMA	–	–	–		
12	GAMMA	–	–	–		

* ANTENNA TO BE REMOVED

PROPOSED ANTENNA PLAN

SCALE: 3/8" = 1'-0"

0 2 4
SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
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(919)666-2906

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1	08-14-14	PRELIMINARY

DRAWN BY: | CHECKED BY:

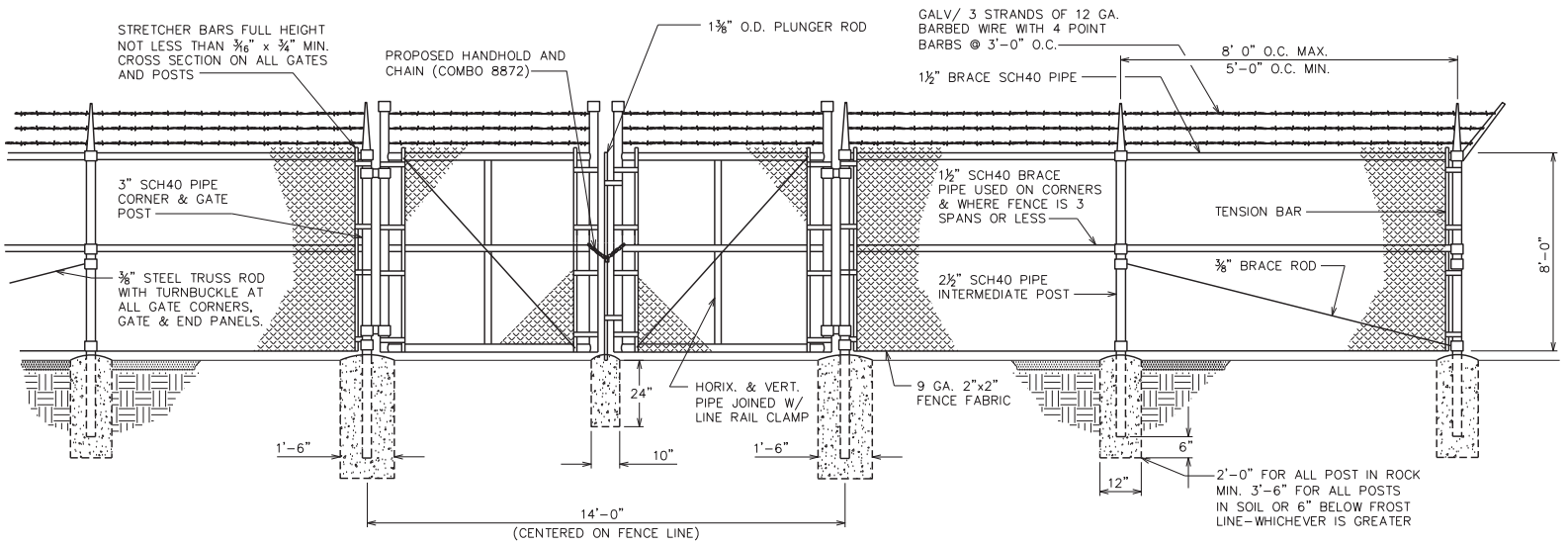
SHEET TITLE:

PROPOSED ANTENNA PLAN

SHEET NUMBER: **C-7**

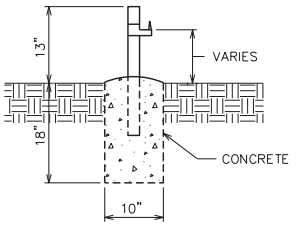
REVISION: 4

TEP #: 56245



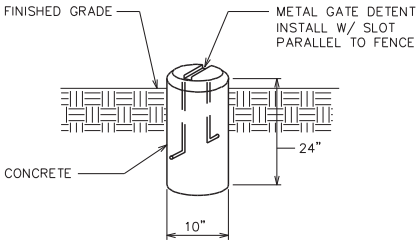
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



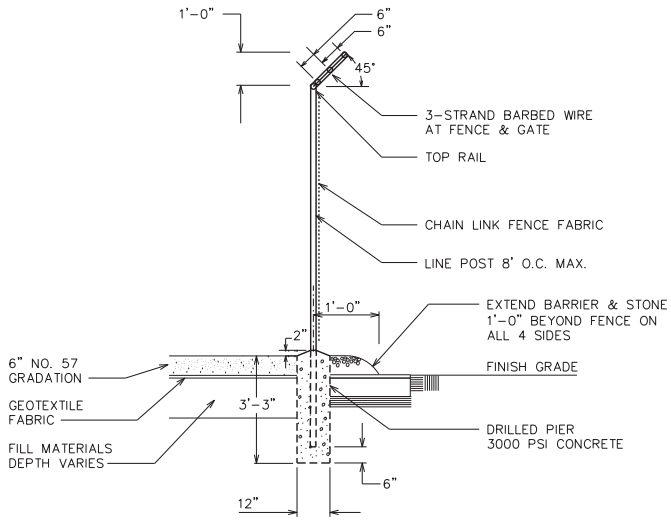
GATE STOP / KEEPER DETAIL

SCALE: N.T.S.



GATE DETENT DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

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DURHAM, NC 27713
(919)666-2906

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DRAWN BY: SCB CHECKED BY: GMA

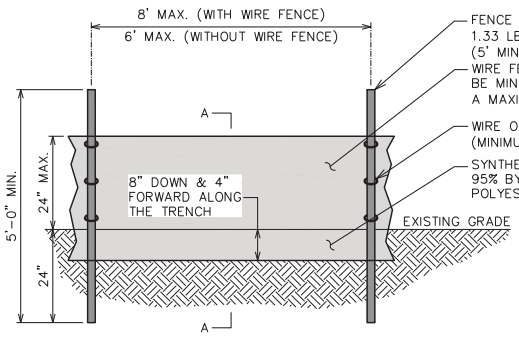
SHEET TITLE:

FENCE DETAILS

SHEET NUMBER: **C-8**

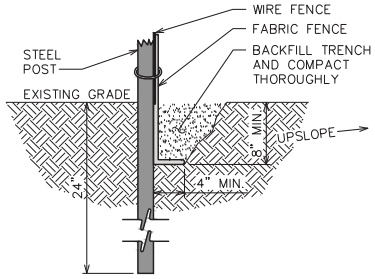
REVISION: 4

TEP #: 56245



NOTES:

1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST
3. PLACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



SECTION A-A

STANDARD SILT FENCE DETAIL

SCALE: N.T.S.

SITE DATA TABLE

TOTAL PARCEL AREA:	8.25 ACRES±
EXISTING IMPERVIOUS:	1.30 ACRES± (15.8%)
PROPOSED #57 AREA*:	0.20 ACRES± (2.4%)
TOTAL IMPERVIOUS:	1.30 ACRES± (15.8%)
PROPOSED ACCESS DRIVE DISTURBED AREA:	0.15 ACRES± (1.82%)
PROPOSED COMPOUND DISTURBED AREA:	0.16 ACRES± (1.94%)
TOTAL PROPOSED DISTURBED AREA:	0.31 ACRES± (3.76%)

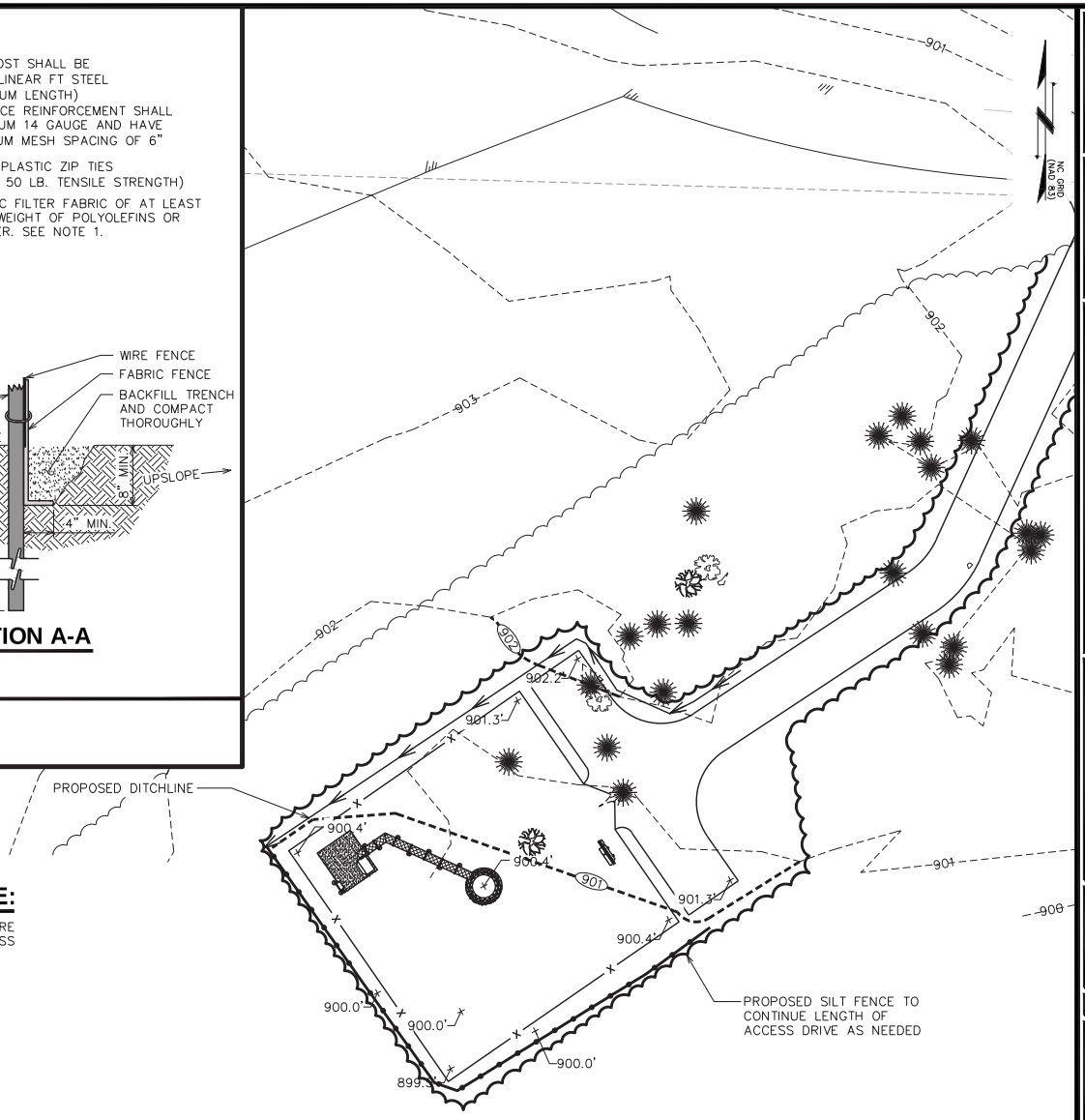
*PROPOSED GRAVEL ACCESS DRIVE & COMPOUND EXCLUDED FROM IMPERVIOUS SURFACE CALCULATION PER STORMWATER RULE 15A NCAC 02H.100, ADOPTED 3-28-14.

LEGEND

SILT FENCE	

GRADING NOTE:

CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE ACROSS COMPOUND.



SOIL & EROSION CONTROL PLAN

SCALE: 1" = 30'

0 30 60

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
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PLANS PREPARED BY:

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OFFICE: (919) 661-6351
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N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

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DRAWN BY: MAW CHECKED BY: SCB

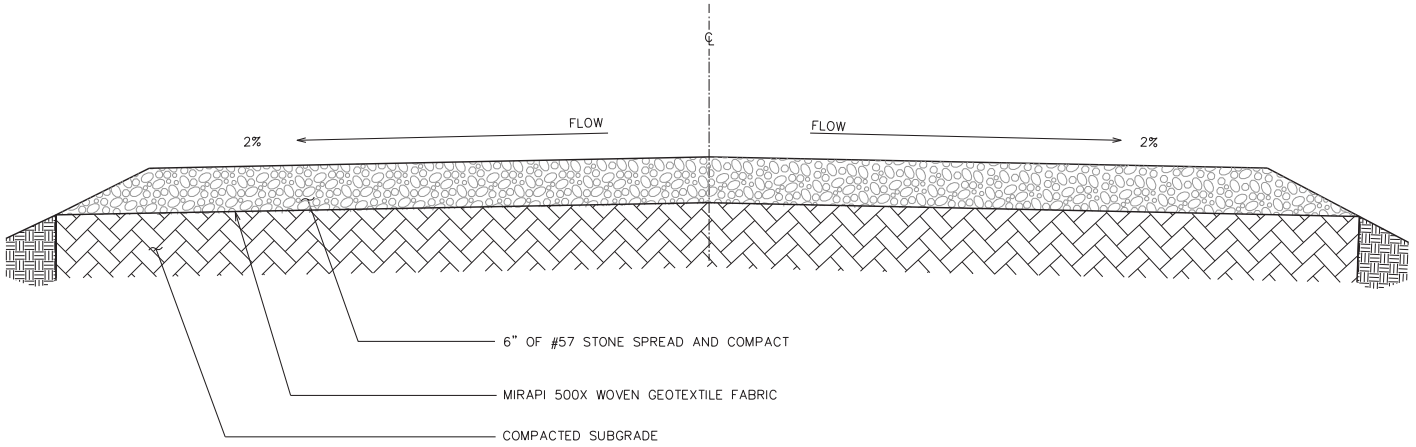
SHEET TITLE:

SOIL & EROSION CONTROL PLAN

SHEET NUMBER: **C-9**

REVISION: 4

TEP #: 56245



STANDARD ROAD SECTION (GOOD SUBGRADE)

SCALE: ¾" = 1'-0"

0 1 2
SCALE IN FEET

18" X 24" ALUMINUM SIGN WITH ¼" DRILLED HOLDER IN EACH CORNER
THICKNESS: 0.04" (1/16") OR CLOSEST STANDARD THICKNESS
QUANITY: 1

TowerCom

TOWER SPACE AVAILABLE
FOR LEASE

SITE NAME: JOHNSON STREET
FCC NUMBER: TBD
TOWER HEIGHT: 165'

CONTACT: (904) 880-8887

1'-6"

2'-0"

SITE IDENTIFICATION SIGN

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom
5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

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RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
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N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037620 ENGINEER KIMBERLY S. MARTIN

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DRAWN BY: MAW CHECKED BY: SCB

SHEET TITLE:

DRIVEWAY & SIGNAGE DETAILS

SHEET NUMBER: **C-10**

REVISION: **4**

TEP #: 56245

VIEW NORTH TO THE SITE

VIEW EAST TO THE SITE

PROPOSED LOCATION OF NEW ACCESS ROAD

VIEW SOUTH TO THE SITE

VIEW WEST TO THE SITE

NORTH VIEW FACING SOUTH TO TOWER SITE

EXISTING VEGETATION PHOTOS

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
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DRAWN BY: MAW | CHECKED BY: SCB

SHEET TITLE:

EXISTING VEGETATION PHOTOS

SHEET NUMBER: **C-11**

REVISION: **4**

TEP #: 56245

ELECTRICAL NOTES:

SCOPE:

1. SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:
   1. ELECTRIC SERVICE
   2. CONDUIT AND RACEWAY
   3. CONDUCTORS
   4. MISCELLANEOUS MATERIALS
   5. TELEPHONE CONDUITS
   6. LIGHTNING ARRESTING SYSTEM

CODES

1. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST EDITIONS OF:
   A. THE NATIONAL ELECTRICAL SAFETY CODE
   B. THE NATIONAL ELECTRIC CODE – NFPA–70
   C. THE NORTH CAROLINA ELECTRIC CODE – NCEC
   D. LOCAL AND STATE AMENDMENTS
   E. REGULATIONS OF THE SERVING UTILITY COMPANY
2. ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER. WITHOUT EXPENSE TO THE OWNER ALL WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

CO-ORDINATION:

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. ALL CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.
3. SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

EXTERIOR CONDUIT:

1. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.

RACEWAYS

1. ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL, EMT OR SCH40 PVC AS INDICATED ON THE DRAWINGS.
2. WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL. ALUMINUM CONDUIT SHALL NOT BE ALLOWED.
3. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
4. UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.
5. ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
6. PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.
7. BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.
8. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

EQUIPMENT:

1. ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

CONDUCTORS

1. FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THWN (MIN) (75 DEGREE) INSULATION, RATED FOR 600 VOLTS.
2. ALL CONDUCTORS SHALL BE COPPER, THE USE OF ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
   A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
   B. ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND SMALLER MAY BE SOLID OR STRANDED.
   C. CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
   D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP–ON SLEEVES WITH NYLON INSULATOR.
3. ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.
4. THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS

PENETRATIONS:

1. CONTRACTOR SHALL COMPLY WITH UL PENETRATION DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

GROUNDING

1. ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON–CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.
2. PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 – LIGHTNING PROTECTION AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.

ABBREVIATIONS AND LEGEND

A	–	AMPERE
AFG	–	ABOVE FINISHED GRADE
ATS	–	AUTOMATIC TRANSFER SWITCH
AWG	–	AMERICAN WIRE GAUGE
BCW	–	BARE COPPER WIRE
BFG	–	BELOW FINISHED GRADE
BKR	–	BREAKER
C	–	CONDUIT
CKT	–	CIRCUIT
DISC	–	DISCONNECT
EGR	–	EXTERNAL GROUND RING
EMT	–	ELECTRIC METALLIC TUBING
FSC	–	FLEXIBLE STEEL CONDUIT
GEN	–	GENERATOR
GPS	–	GLOBAL POSITIONING SYSTEM
GRD	–	GROUND
IGB	–	ISOLATED GROUND BAR
IGR	–	INTERIOR GROUND RING (HALO)
KW	–	KILOWATTS
NEC	–	NATIONAL ELECTRIC CODE
PCS	–	PERSONAL COMMUNICATION SYSTEM
PH	–	PHASE
PNL	–	PANEL
PNLBD	–	PANELBOARD
PVC	–	SCH40 RIGID NON–METALLIC CONDUIT
RGS	–	RIGID GALVANIZED STEEL CONDUIT
SW	–	SWITCH
TGB	–	TOWER GROUND BAR
UL	–	UNDERWRITERS LABORATORIES
V	–	VOLTAGE
W	–	WATTS
XFMR	–	TRANSFORMER
XMTR	–	TRANSMITTER

----E----	UNDERGROUND ELECTRICAL CONDUIT
----T----	UNDERGROUND TELEPHONE CONDUIT
	KILOWATT–HOUR METER
---------	UNDERGROUND BONDING AND GROUNDING CONDUCTOR.
⌀	GROUND ROD
●	CADWELD
⊠	GROUND ROD WITH INSPECTION WELL

PLANS PREPARED FOR:

TowerCom

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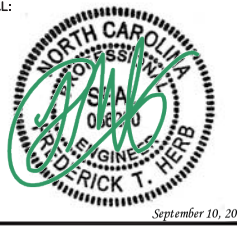
SEAL:



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DRAWN BY: CMT | CHECKED BY: JRH

SHEET TITLE:

ELECTRICAL NOTES

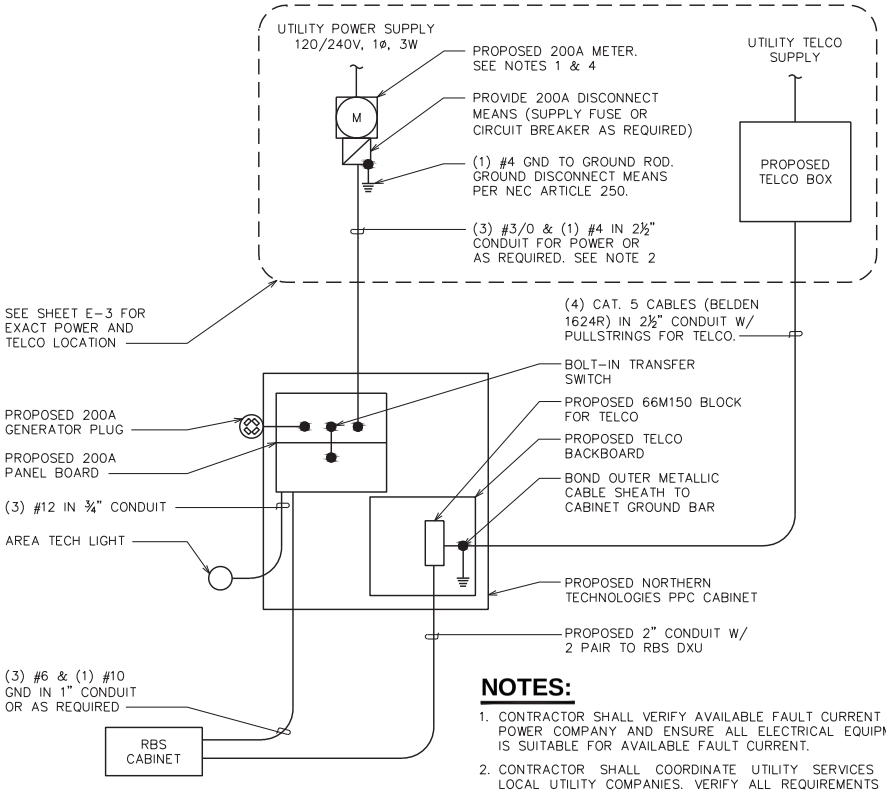
SHEET NUMBER: **E-1**

REVISION: 4

TEP #: 56245

ONE-LINE DIAGRAM NOTES:

1. ELECTRICAL SERVICE SHALL BE 200A, 240/120V, 1ø, 3W.
2. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT, REFER TO VENDOR PRINTS PROVIDED BY EQUIPMENT MANUFACTURER.



NOTES:

1. CONTRACTOR SHALL VERIFY AVAILABLE FAULT CURRENT WITH POWER COMPANY AND ENSURE ALL ELECTRICAL EQUIPMENT IS SUITABLE FOR AVAILABLE FAULT CURRENT.
2. CONTRACTOR SHALL COORDINATE UTILITY SERVICES WITH LOCAL UTILITY COMPANIES. VERIFY ALL REQUIREMENTS WITH UTILITY COMPANY STANDARDS.
3. ONE-LINE DIAGRAM IS SCHEMATIC ONLY AND NOT INDICATIVE OF ACTUAL EQUIPMENT LAYOUT.
4. CONTRACTOR SHALL LABEL METER SOCKET WITH SERVICE OWNER NAMEPLATE W/ ½' MINIMUM LETTERS.

EQUIPMENT SERVICE ONE-LINE DIAGRAM

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 036161 FREDERICK T. HERB

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

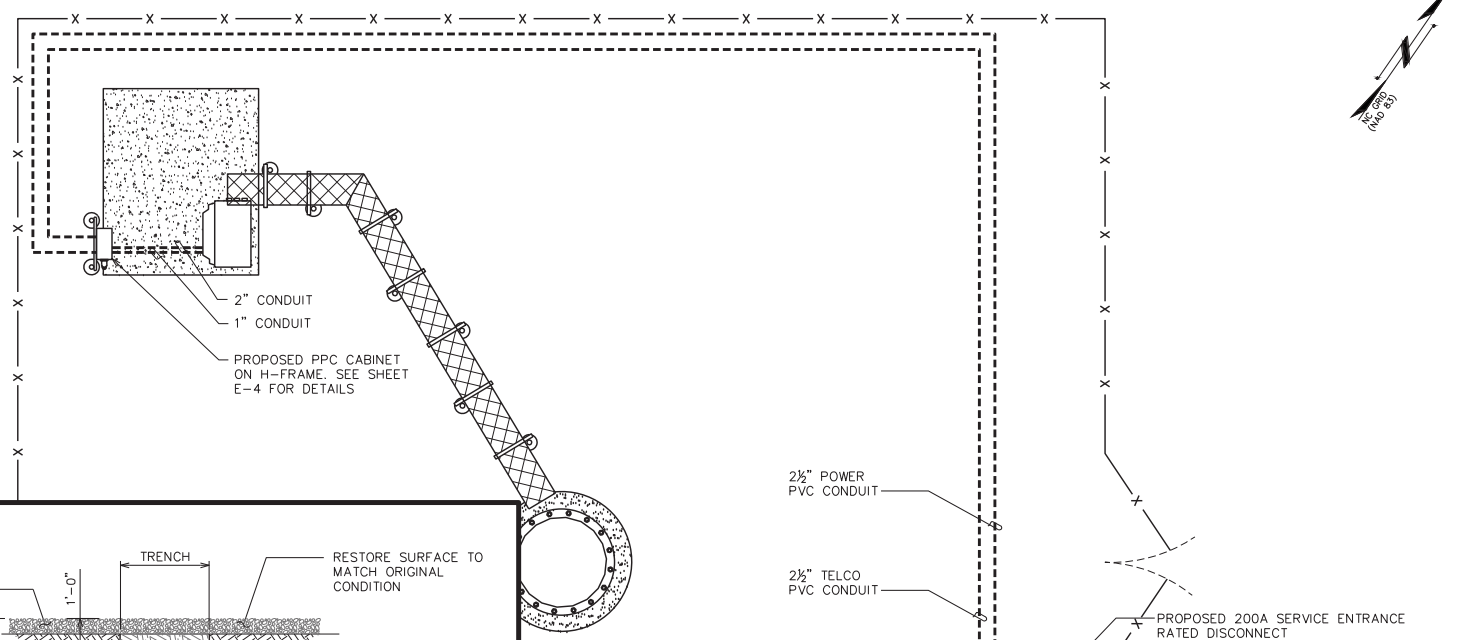
SHEET TITLE:

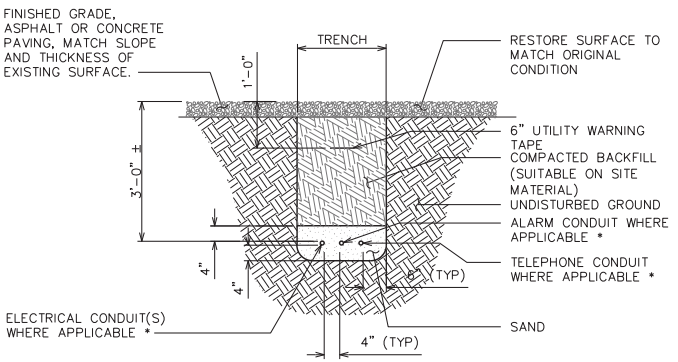
EQUIPMENT ONE-LINE DIAGRAM

SHEET NUMBER: **E-2**

REVISION: 4

TEP #: 56245





* SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS

NOTES:

1. ACTUAL SEPERATION OF CONDUITS TO BE DETERMINED BY SITE SPECIFIC REQUIREMENTS.
2. UNDERGROUND CONDUIT TRENCH TO BE LOCATED AS CLOSE TO COMPOUND FENCE AS POSSIBLE WITHOUT COMPROMISING THE INTEGRITY OF THE FENCE.
3. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
4. PROVIDED RGS CONDUIT AND ELBOWS AT STUB-UP LOCATIONS (I.E. SERVICE POLES, EQUIPMENT, ETC.)
5. PROVIDE RGS CONDUIT FOR INSTALLATIONS BELOW PARKING LOTS AND ROADWAYS.

UNDERGROUND CONDUIT(S) TRENCH DETAIL

SCALE: N.T.S.

POWER / TELCO PLAN

SCALE: ⅛" = 1'-0"

0 8 16

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

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3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 038... ENGINEER FREDERICK T. HERB

September 10, 2014

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2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

SHEET TITLE:

POWER / TELCO PLAN

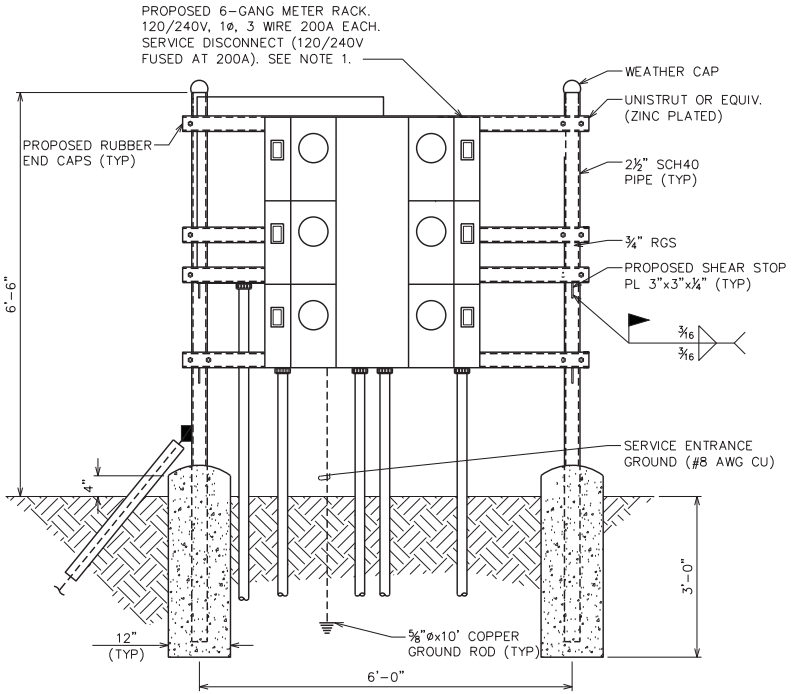
SHEET NUMBER: **E-3**

REVISION: 4

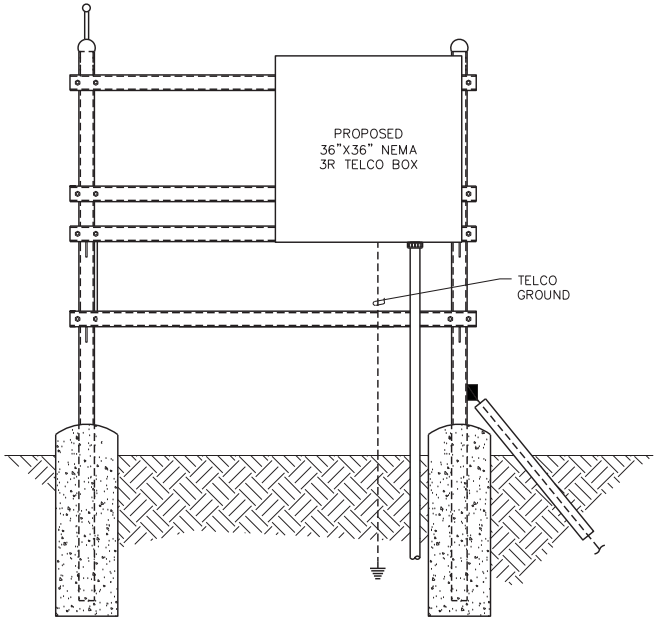
TEP #: 56245

NOTES:

1. WATT-HOUR SOCKETS/SERVICE DISCONNECT MEANS. UTILITY COMPANY TO PROVIDE METERS. PROVIDE IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS.
2. ALL NEW STRUCTURAL STEEL SHALL BE HOT DIP GALVANIZED IN ACCORDANCE WITH ASTM A123 G90 AFTER FABRICATION.
3. FIELD ABRASIONS SHALL BE TOUCH UP PAINTED WITH ZINC RICH GALVANIZING REPAIR IN ACCORDANCE WITH ASTM A780.
4. ALL EXPOSED ENDS OF CONDUIT SHALL HAVE WEATHERPROOF CAPS.
5. PROVIDE 200LB. TEST PULL WIRES IN EACH TELEPHONE AND POWER CONDUIT. STUB CONDUITS INTO ENCLOSURE AND LABEL.
6. THE POWER COMPANY SHALL TERMINATE THE POWER CABLES (SUPPLIED AND INSTALLED BY THE POWER COMPANY) AT THE UTILITY METERS LOCATED ON THE EQUIPMENT RACK.



SERVICE RACK - FRONT



SERVICE RACK - REAR

SERVICE RACK DETAILS

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

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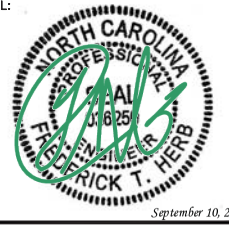
SEAL:



September 10, 2014

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1	08-14-14	PRELIMINARY

DRAWN BY: CMT | CHECKED BY: JRH

SHEET TITLE:

SERVICE RACK DETAILS

SHEET NUMBER: **E-4**

REVISION: **4**

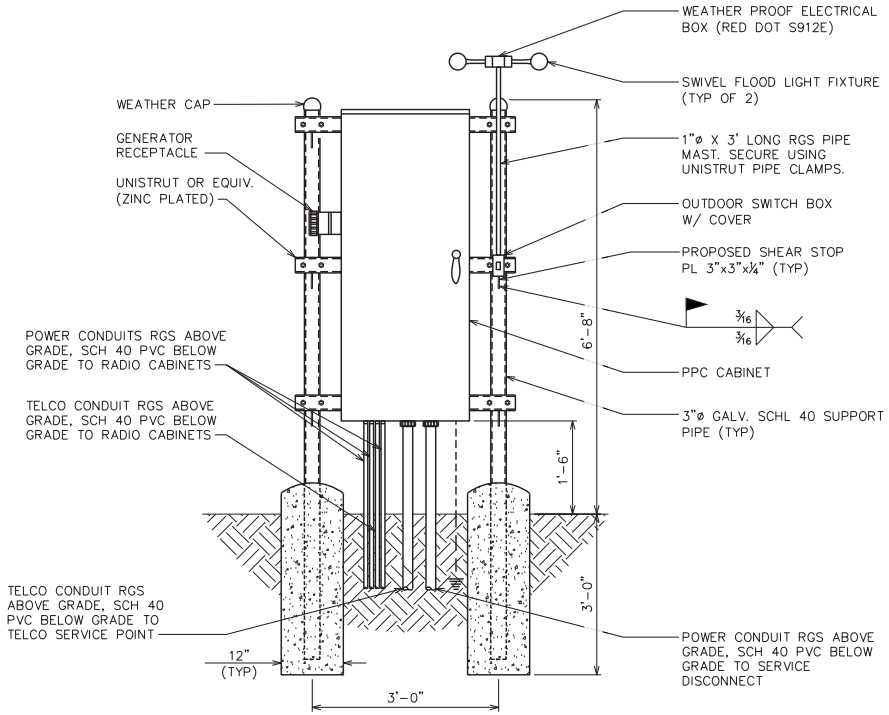
TEP #: 56245

PPC SCHEDULE

PANEL DESIGNATION 'A' WITH SEPARATE GROUND BUSS	120/240 VOLTS 1 PHASE	3 WIRE SURFACE MOUNTED	200A, 2 POLE MAIN BREAKER

NO.	LOAD SERVED	ØA VA	ØB VA	AMP / POLE	AMP / POLE	ØB VA	ØA VA	LOAD SERVED	NO.
1	RADIO CABINET #1	3300	–	50/2	30/2	300	–	SUPPRESSOR	7
2		–	3300	50/2	30/2	–	300		8
3	SPARE	–	–	–	15/1	–	150	GFI	9
4	SPARE	–	–	–	–	–	–	SPARE	10
5	LIGHT	200	–	20/1	–	–	–	SPARE	11
6	FAN	–	200	20/1	–	–	–	SPARE	12

TOTAL VA = 7,750
DEMAND LOAD VA = 7,550 x 1.25 = 9,688 DEMAND LOAD AMPS = 40



PPC CABINET

PPC RACK

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

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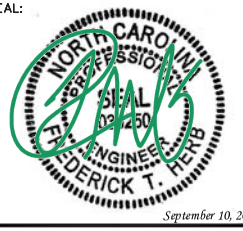

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1	08-14-14	PRELIMINARY

DRAWN BY: CMT CHECKED BY: JRH

SHEET TITLE:

PPC SCHEDULE & DETAILS

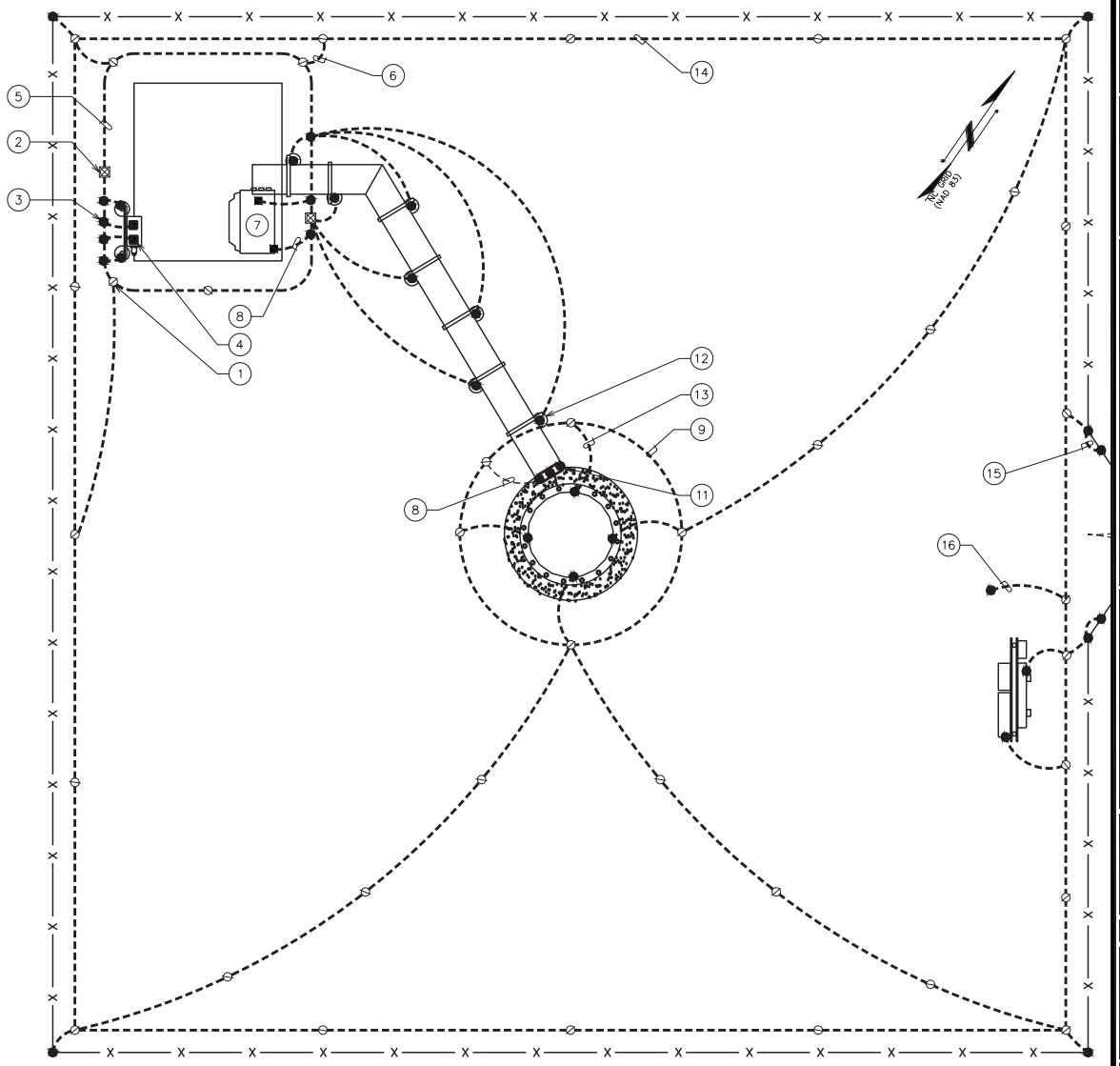
SHEET NUMBER: **E-4A**

REVISION: 4

TEP #: 56245

DRAWING NOTES:

1. GROUND ROD 5/8"X10' LONG (TYP)
2. GROUND ROD WITH INSPECTION WELL (TYP)
3. CADWELD (TYP)
4. 2-HOLE LUG MECHANICAL CONNECTION (TYP)
5. #2 TINNED SOLID COPPER EQUIPMENT GROUND RING
6. #2 TINNED SOLID COPPER GROUND WIRE FROM SITE GROUND RING TO GROUND ROD IN EQUIPMENT GROUND RING.
7. PROPOSED EQUIPMENT CABINET
8. #2 TINNED SOLID COPPER GROUND WIRE FROM GROUND RING TO BUSS BAR INSIDE CABINET.
9. PROPOSED TOWER GROUND RING.
10. #2 TINNED SOLID COPPER GROUND WIRE FROM GROUND BAR TO TOWER GROUND RING
11. ISOLATED BOTTOM TOWER GROUND BAR
12. ICE BRIDGE POST
13. GROUND LEAD FROM TOWER TO TOWER GROUND RING (TYP)
14. PROPOSED SITE GROUND RING
15. GATE JUMPERS
16. DEDICATED GROUND UTILITY



GROUNDING NOTES:

1. CONTRACTOR SHALL VERIFY THAT GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 AWG BARE TINNED COPPER WIRE. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 2 FEET BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10'-0" CENTERS (PROVIDE AND INSTALL AS REQUIRED. REQUIRED PER PLAN BELOW).
2. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30.
3. GROUND RING CONNECTION CONDUCTORS SHALL BE OF EQUAL LENGTH, MATERIAL, AND BONDING TECHNIQUE.
4. CONTRACTOR SHALL ENSURE GROUND RING IS WITHIN 12 TO 36 INCHES OF THE EQUIPMENT PAD. PROVIDE AND INSTALL GROUNDING CONNECTIONS SHOWN BELOW AS NEEDED PER EXISTING SITE GROUNDING SYSTEM. CONTRACTOR SHALL VERIFY ALL EXISTING SITE GROUNDING CONDITIONS BEFORE STARTING WORK OR PURCHASING EQUIPMENT.
5. BOND GROUND BAR TO EXTERNAL GROUND RING WITH 1 RUN OF #2 BARE, TINNED, SOLID COPPER CONDUCTOR IN PVC. CONNECT BAR END WITH 2 HOLE LUG, AND "CADWELD" THE OTHER END TO THE EXTERNAL GROUND ROD.
6. ALL DOWN CONDUCTORS MUST GO DOWN

EQUIPMENT GROUNDING PLAN

SCALE: 1/8" = 1'-0"

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

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3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 033150 ENGINEER FREDERICK T. HERB

September 10, 2014

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DRAWN BY: MAW | CHECKED BY: SCB

SHEET TITLE:

EQUIPMENT GROUNDING PLAN

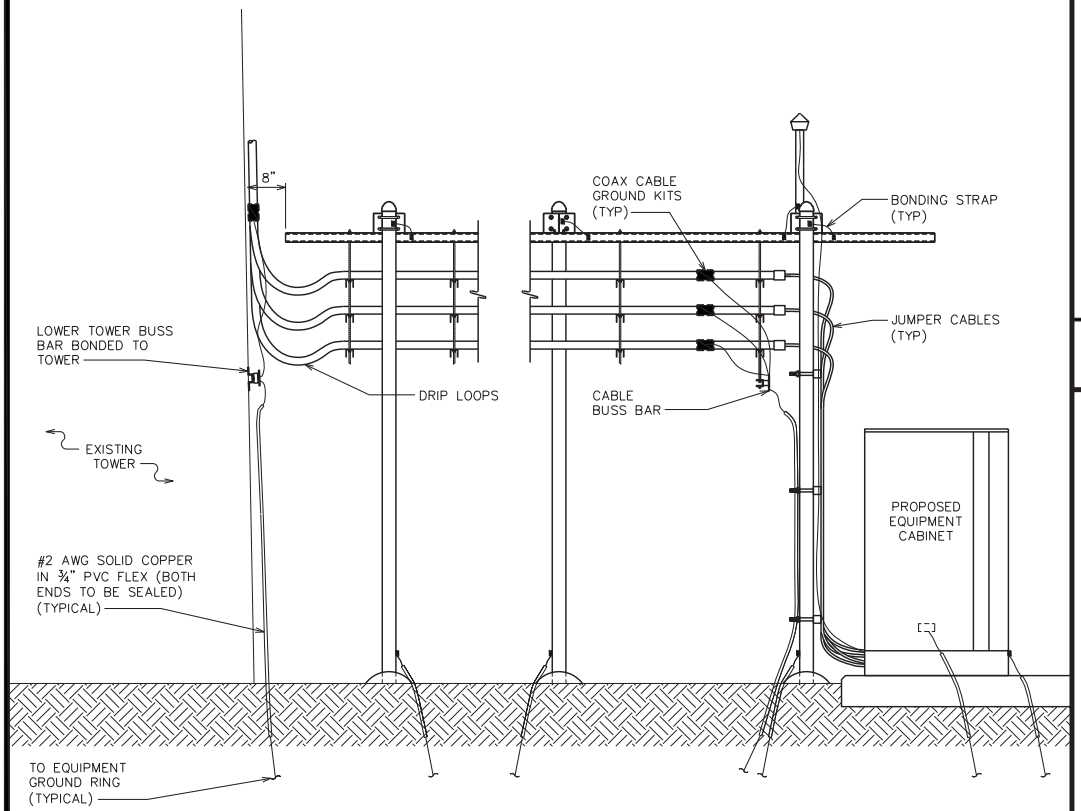
SHEET NUMBER: **E-5**

REVISION: 4

TEP #: 56245

NOTE:

(2) GROUND LEADS FROM BOTH TOWER BOTTOM GROUND BAR AND ICE BRIDGE GROUND BAR

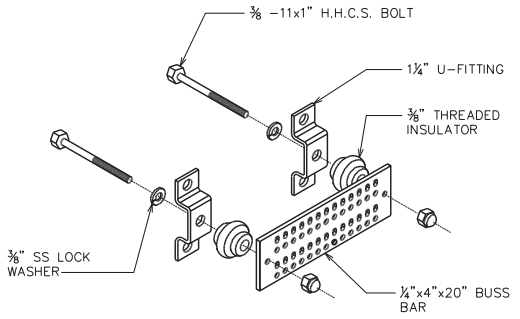


ICE BRIDGE/COAX/GROUND BAR ELEVATION

SCALE: N.T.S.

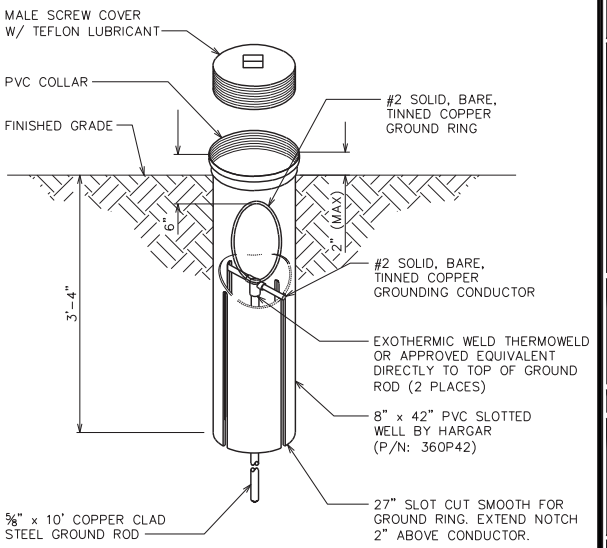
NOTES:

1. CONTRACTOR TO APPLY COPPERSHEILD OR NO-OX.
2. GROUND BAR SHALL BE SIZED TO ACCOMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY.



GROUND BAR DETAIL

SCALE: N.T.S.



GROUND ROD INSPECTION WELL DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
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(919)666-2906

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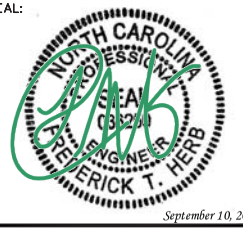

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DRAWN BY: CMT | CHECKED BY: JRH

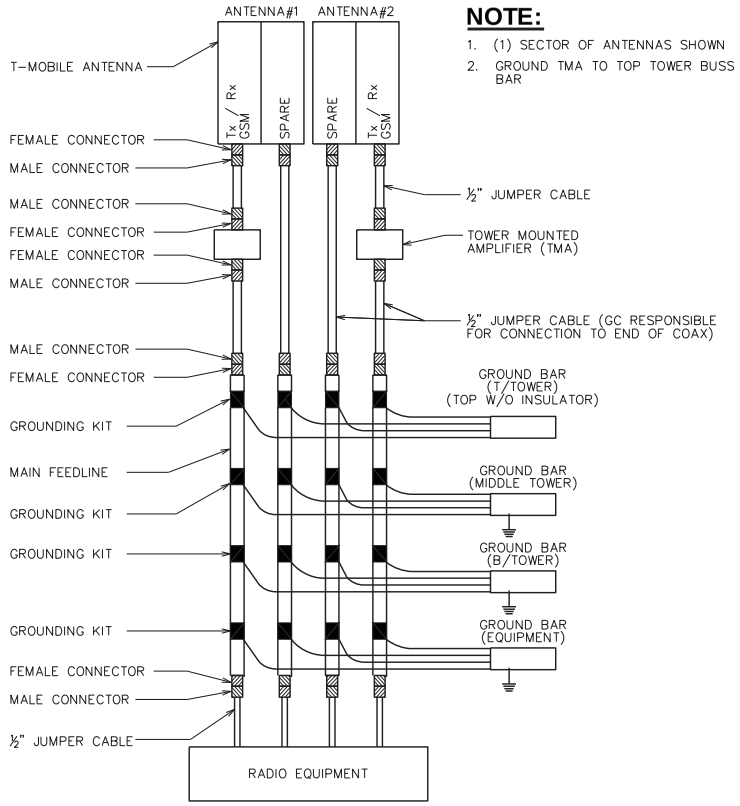
SHEET TITLE:

GROUNDING DETAILS I

SHEET NUMBER: **E-6**

REVISION: 4

TEP #: 56245

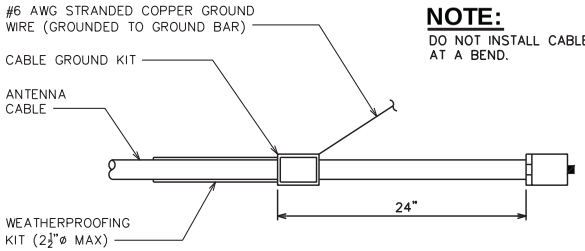


NOTE:

1. (1) SECTOR OF ANTENNAS SHOWN
2. GROUND TMA TO TOP TOWER BUSS BAR

ANTENNA CABLE & GROUNDING SCHEMATIC

SCALE: N.T.S.

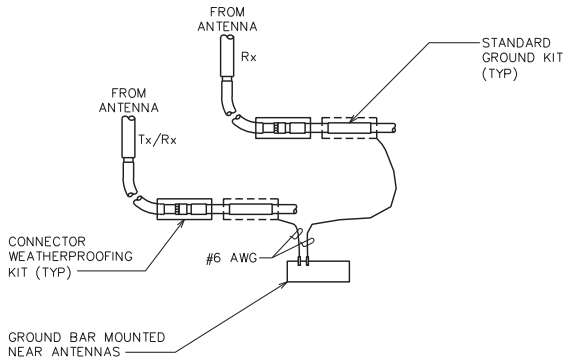


NOTE:

DO NOT INSTALL CABLE GROUND KIT AT A BEND.

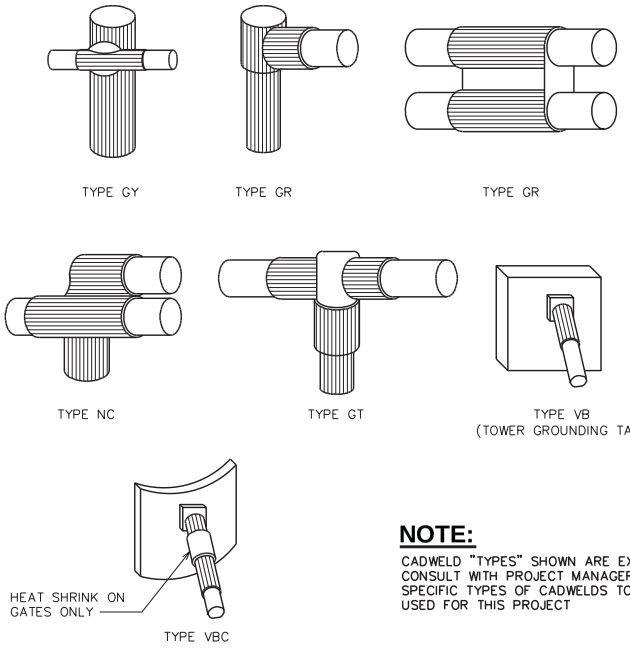
CABLE GROUNDING DETAIL

SCALE: N.T.S.



GROUND WIRE TO GROUND BAR CONNECTION AT ANTENNA

SCALE: N.T.S.



NOTE:

CADWELD "TYPES" SHOWN ARE EXAMPLES. CONSULT WITH PROJECT MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT

CADWELD DETAILS

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

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DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

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(GUILFORD COUNTY)

PLANS PREPARED BY:

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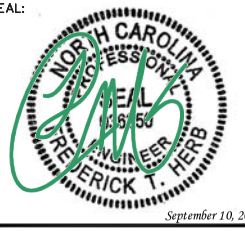

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DRAWN BY: CMT | CHECKED BY: JRH

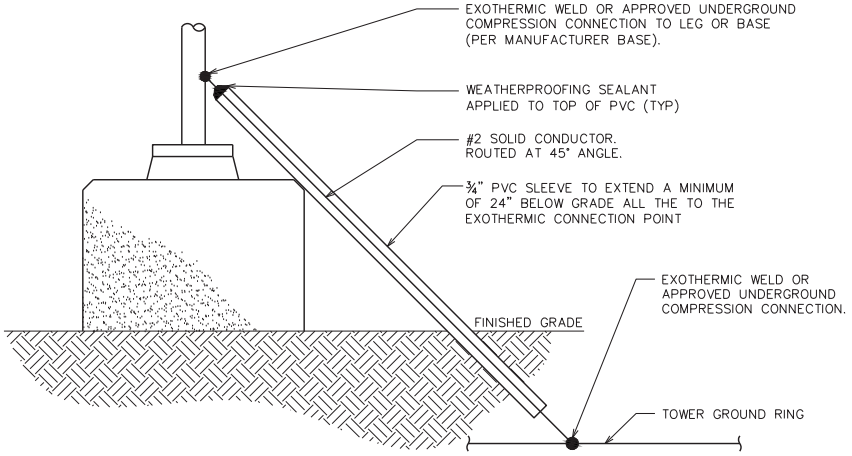
SHEET TITLE:

GROUNDING DETAILS II

SHEET NUMBER: **E-7**

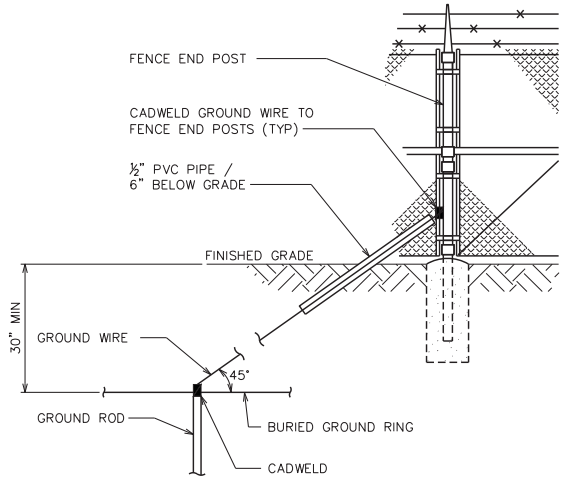
REVISION: **4**

TEP #: 56245



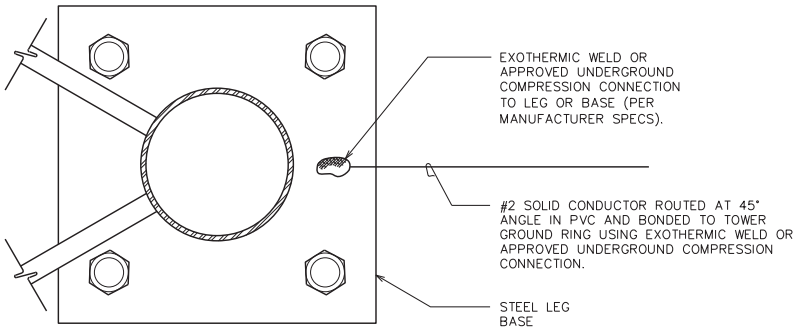
TOWER GROUNDING (METHOD 2)

SCALE: N.T.S.



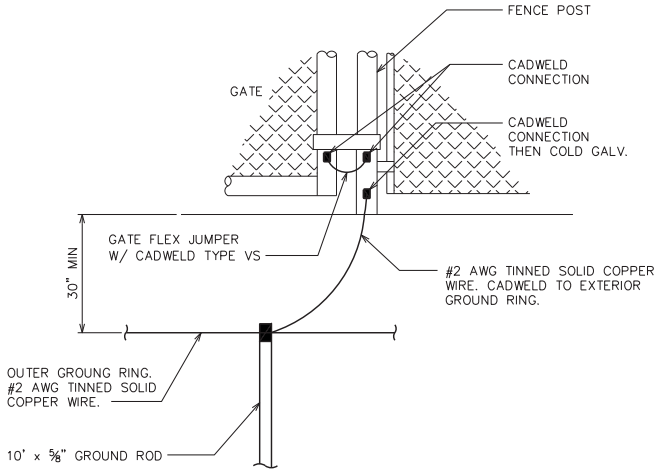
FENCE GROUNDING DETAIL

SCALE: N.T.S.



TOWER GROUNDING (METHOD 1)

SCALE: N.T.S.



GATE POST GROUNDING DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
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(919)666-2906

PROJECT INFORMATION:

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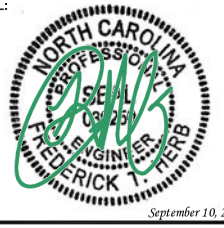

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DRAWN BY: CMT | CHECKED BY: JRH

SHEET TITLE:

GROUNDING DETAILS III

SHEET NUMBER: **E-8**

REVISION: 4

TEP #: 56245

Statement of Justification

Special Use Application for Wireless Communication Facility
"Johnson Street"
3929 Johnson Street
High Point, NC 27265

Introduction and Overview

TowerCom ("Applicant" or "TowerCom") is requesting the approval of a Special Use Application for the purpose of developing a one hundred sixty five foot (165') wireless communication facility at 3929 Johnson Street. In addition, the Special Use Application requests the approval of the installation of antennas and related ground equipment for T-Mobile Wireless on this facility.

TowerCom is a developer and owner of telecommunication tower sites across the United States. T-Mobile is a wireless service provider, licensed by the FCC, who is currently improving its network in the High Point, NC area. TowerCom has entered into an agreement with T-Mobile to develop the proposed tower as noted above and allow T-Mobile to immediately place its wireless antennas and related equipment on this site.

Site Need and Justification

As noted above, T-Mobile has determined that this area of High Point lacks sufficient coverage for their network system. The search area is centered on the residential areas south of Tabernacle Baptist Church along Johnson Street and has the objectives of covering portions of Johnson Street, I-74 and surrounding residential and commercial areas. This area of town lacks any existing communication towers or other tall structures of sufficient height and specific location necessary to meet these coverage objectives and provide connectivity to surrounding sites. In addition, existing wireless communication towers, located well outside the search area, are too far away and/or are currently used by T-Mobile, to provide the needed coverages for this area.

Special care was taken to ensure the proposed tower and its location would have minimal visual impact to surrounding residential areas in the immediate vicinity. The diminimus visibility of the proposed communication tower is due to the location, short height, lack of illumination and rolling topography of the surrounding area. The configuration of the facility site and access were carefully considered in effort to conceal the site in an existing stand of trees. In addition, existing vegetation on the subject parcel and surrounding parcels will further screen this site from public view (photos included in construction drawings).

Site Compliance with City of Highpoint Development Ordinance

The proposed site complies with the requirements of the City of High Point Unified Development Ordinance and the specific regulations for Wireless Communication Towers proposed to be Freestanding (Chapter 5, Section 9-5-2 mm) by the following:

Where Required (Section 9.5.2(mm)(2)a.1)

- The proposed communication tower is located on a parcel zoned RS-12. This district allows communication towers subject to the requirements of this section.

Setbacks (Section 9.5.2(mm)(2)a.2.i.)

- The proposed communication tower exceeds the required setbacks for proposed monopoles located on a parcel zoned RS-12 AND adjacent to other Residential or Agricultural zoning districts as noted below:
  Front: *100% Tower Height* ***– 330', EXCEEDS the requirement***
  Side: *100% Tower Height* ***- 169', EXCEEDS the requirement***
  Rear: *100% Tower Height* ***– 215', EXCEEDS the requirement***

Collocation Search Area Requirements (Section 9.5.2(mm)(2)a.3)

- Per a letter dated 8/28/14 and attached to this Special Use application, Gurpreet Singh, T-Mobile's radio frequency engineer for the Greensboro-Winston Salem-High Point markets certifies that there are no existing towers capable of meeting the coverage needs for this particular search area.

Tower Design Requirements (Section 9.5.2(mm)(2)a.4)

- Both the proposed tower structure and fenced compound are designed to accommodate at least four (4) telecommunication users as shown in the attached site drawings. Further, TowerCom will make this tower available to any users who request to collocate on this structure.

Buffers

- In lieu of the required, planted landscaped buffer around the communication tower site, the applicant is proposing a complete preservation of the existing, mature vegetation on the property, except for the clearing required for the fenced compound.,. The proposed tower will be located within heavily dense woods and will be effectively screened from any public, off-site views. Below are photographs of the existing vegetation with views taken from the proposed site. Furthermore, applicant agrees to install additional plantings to supplement existing vegetation as deemed necessary.

VIEW NORTH TO THE SITE

VIEW EAST TO THE SITE

VIEW SOUTH TO THE SITE

VIEW WEST TO THE SITE

Conclusions

T-Mobile has an immediate need in this area of the City of High Point for a new communications tower facility capable of accommodating their equipment and at least three (3) other carriers in order to provide adequate wireless voice and advance broadband services to surrounding community.. The applicant, TowerCom, believes that the proposed facility has been appropriately and carefully located to both meet the coverage and connectivity objectives of T-Mobile and other wireless service providers and to minimize any impact to the neighboring areas.

In addition to this proposed facility's compliance with the development standards for communication towers in the City of Highpoint, the structure will be designed

to accommodate at least four (4) wireless service providers thereby reducing the need for additional communication towers in the immediate vicinity.

As this proposed facility complies with all requirements of the ordinance and since no relief from any of the requirements is requested, TowerCom respectfully requests the approval of this Special Use Application request.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ASO-8762-OE

Issued Date: 09/08/2014

George Davis
TowerCom
5611 NC HWY 55
Suite 201
Durham, NC 27713

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Johnson Street
Location:	High Point, NC
Latitude:	36-01-24.37N NAD 83
Longitude:	80-01-14.24W
Heights:	900 feet site elevation (SE)
	169 feet above ground level (AGL)
	1069 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/08/2016 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ASO-8762-OE.

Signature Control No: 226258939-228868345 (DNE)
Angelique Eersteling
Technician

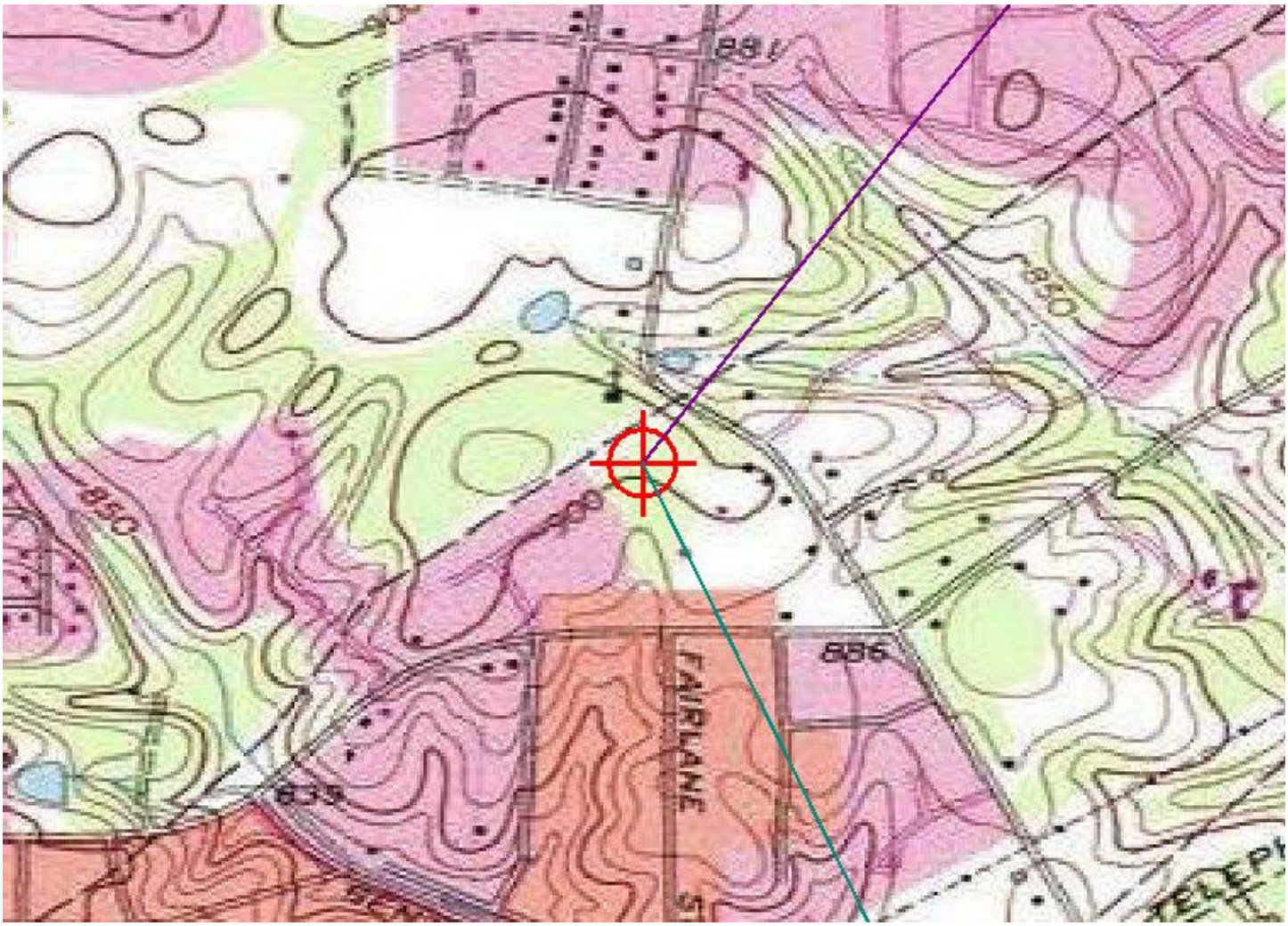
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2014-ASO-8762-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Verified Map for ASN 2014-ASO-8762-OE



8/28/14

City of High Point Department of Planning and Development
Attn: Mr. Herbert K. Shannon, Jr., Senior Planner
PO Box 230
High Point, NC 27261

Mr. Shannon:

Please find attached a T-Mobile statement of need and description of the coverage objective for the proposed TowerCom tower facility at 3929 Johnson St (Tabernacle Baptist Church). This statement is supported with before and after projections of the coverage that this site would provide. It is our sincere hope that the proposed tower be approved so that we may improve our wireless coverage in the area.

The proposed installation has been designed to substantially enhance our network performance for vehicular traffic along Johnson St and in-building coverage in the surrounding residential areas. The design height for this target to achieve the required coverage was 170'. Due to FAA restrictions the maximum tower height allowed at this location is 169' AGL (above ground level). At 165' the proposed tower site best satisfies our coverage objective.

In effort to best meet the intent of section Chapter 5, section 9-5-2(mm)(3) of the ordinance, we have reviewed two Duke Power transmission towers in the vicinity of the proposed tower. The existing, nearby structures noted are:

- **Duke Transmission #1** – 1,000' west of the intersection of Johnson Street and Vinebury Lane; N36° 00' 59.82", W80° 1' 5.08", elevation 842'; 110' approx. structure height.
- **Duke Transmission #2** – 620' south of the intersection of Johnson Street and Hampton Park Drive (directly in front of the subject property); N36° 1' 27.04", W80° 1' 11.71", elevation 890'; 70' approx. structure height.

Per the code:

Towers proposed to be located within a three thousand (3,000) foot radius of another communication tower in agricultural or residential zoning districts, shall require co-location on such other tower, or submit a letter from a certified engineer or other pertinent documentation that co-location is not feasible for reasons including:

i. No available towers or suitable structures are located within the required 3,000 foot search radius to meet the applicant's engineering requirements; ***No other wireless tower sites exist within this radius.***

ii. No existing towers or structures within the search area are of sufficient height to meet the applicant's engineering requirements. ***At 110' and 70', respectively, combined with substantially lower***

(45-60') AMSL elevations, the Duke Power transmission towers will not meet the engineered coverage objective for this area.

iii. No existing towers or structures have sufficient structural strength to support applicant's proposed antenna or related equipment; ***N/A; However, the reviewed structures may not accommodate optimal equipment configuration and designed structural loading for this site to even provide the level of service illustrated in the coverage plots provided.***

iv. Antenna would cause electromagnetic interference with existing antenna on the tower or structure; and ***N/A***

v. Fees or costs required to co-locate on existing tower or structure, or to adapt the existing tower or structure for shared use, are greater than the cost of a new tower. ***N/A***

This information is submitted in effort to comply with Chapter 5, section 9-5-2(mm)(3) of the City of High Point Land Use Development Standards. It is our sincere hope that we have met all of the requirements of this standard.

If anything is missing or requires additional information please contact me directly to discuss via email at Gurpreet.singh31@t-mobile.com

Kind Regards,

Gurpreet Singh
RF Design Engineer (NSB)
T-Mobile (Carolinas)

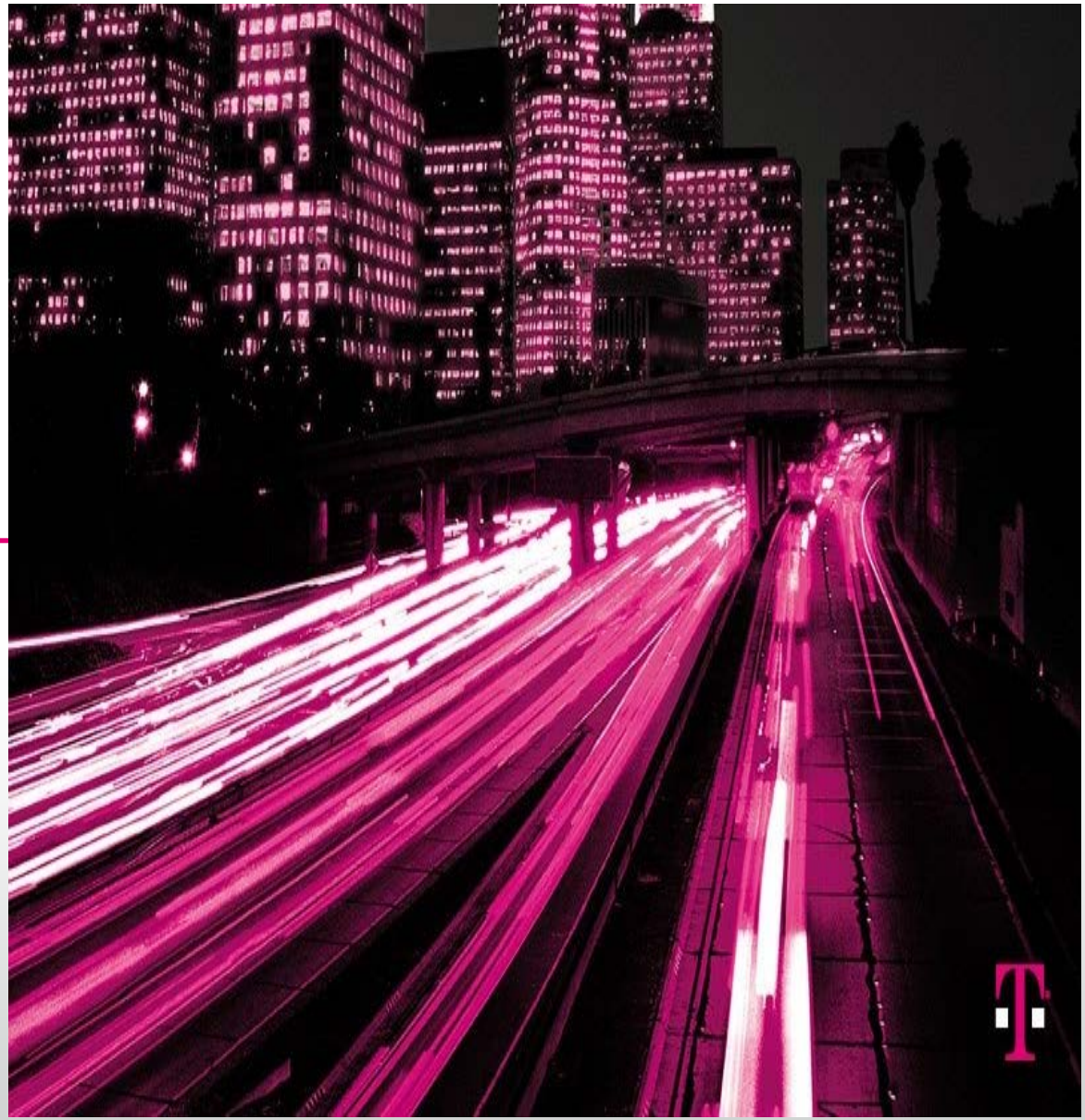
T··Mobile·

Coverage Analysis

5GB0357

Carolinas Market

October 29, 2014



FES
Further Enterprise Solutions

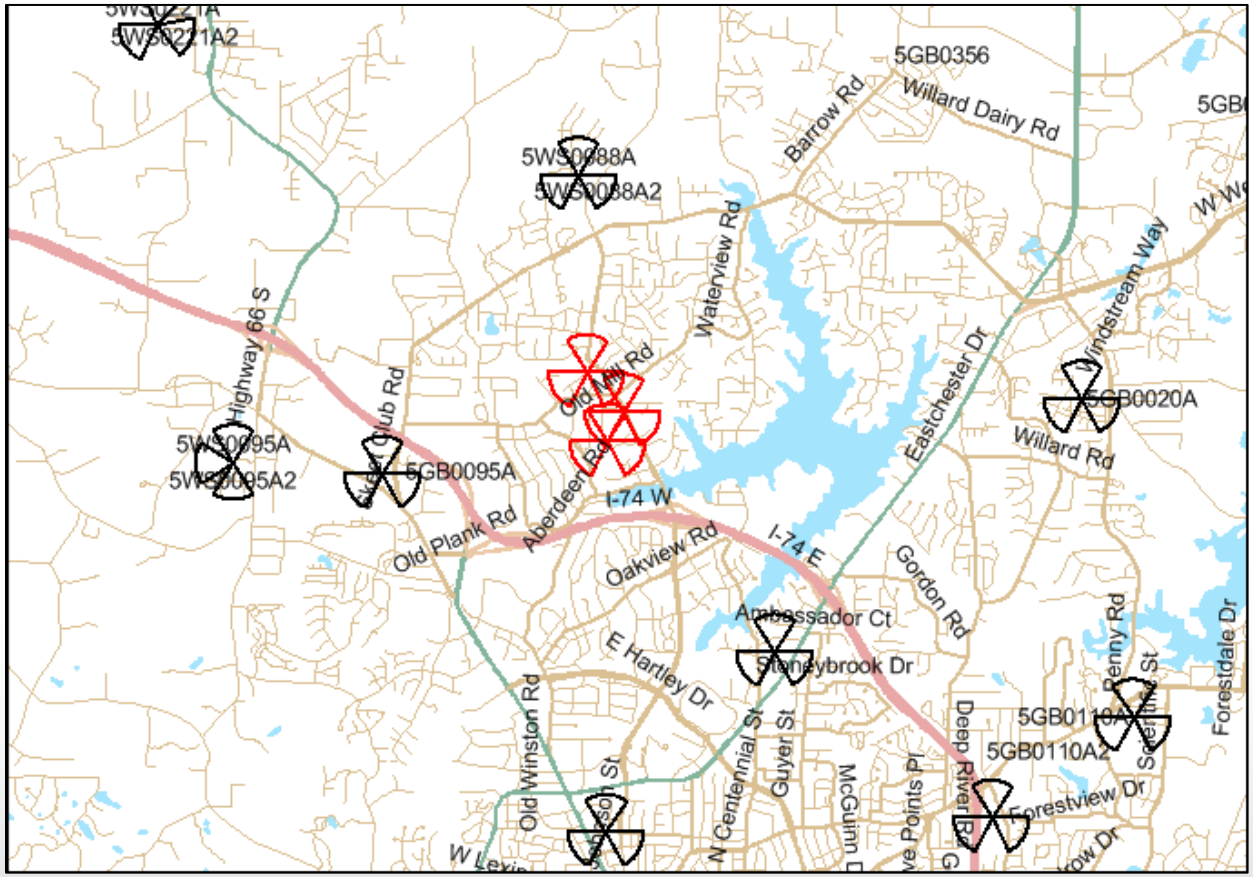
T··Mobile·

RF Signal level Overview

PCC Class	RGB	Signal Level Eclo/RSCP
Excellent		UMTS -12/-84
Very Strong		UMTS -12/-90
Good		UMTS -12/-98
Satisfactory		UMTS -12/-104
2G		GSM -12/-97

T-Mobile Confidential

5GB0357 Overview



On Air

Candidate

C	Collocation	TowerCom
B	Collocation	Duke Energy
Z	Collocation	Duke Energy

Coverage Objective

The primary objective of this site is to improve coverage in the residential area of Johnson Rd by the lake.

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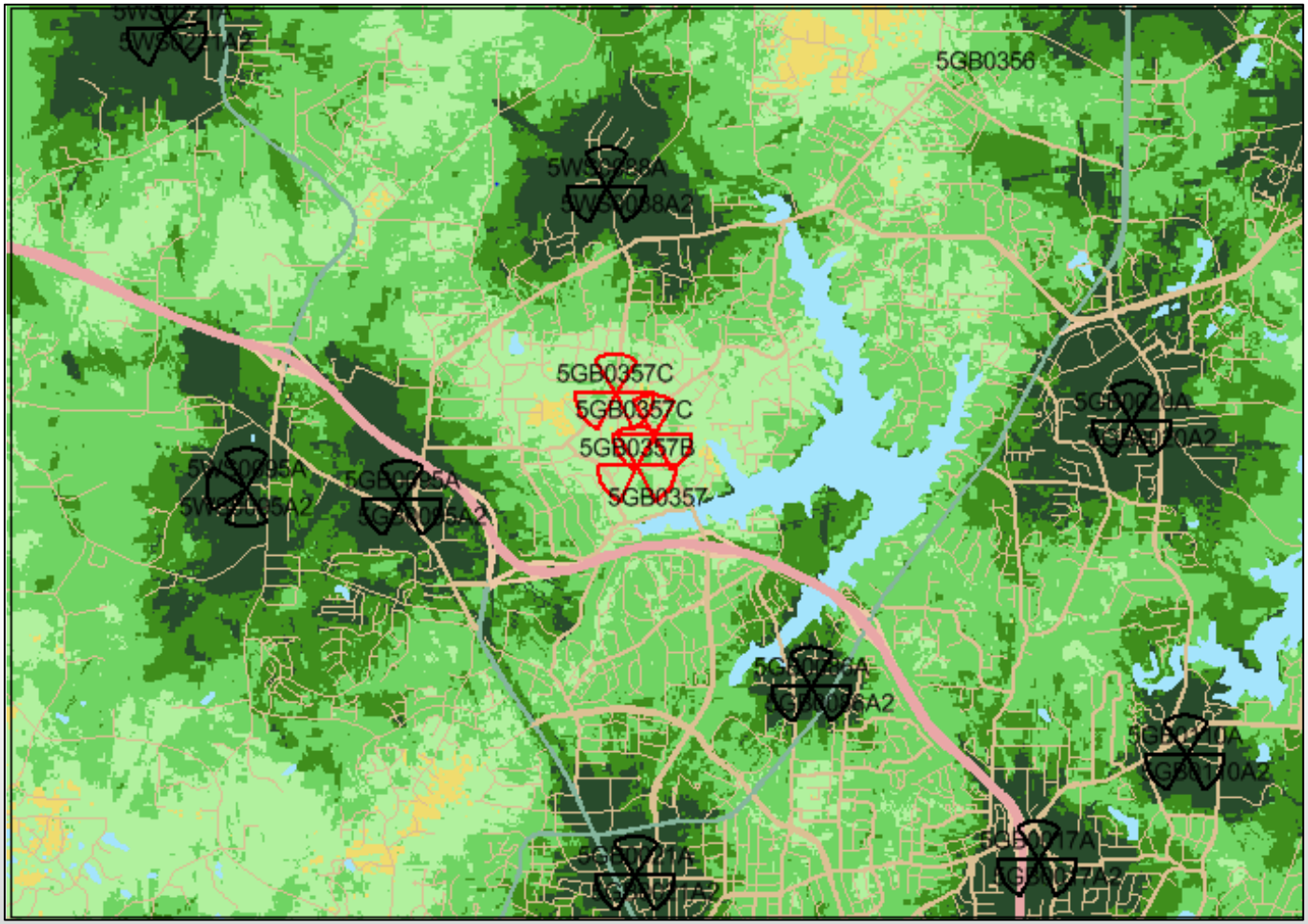
5GB0357 - RSCP Before Candidate



On Air

Candidate

UMTS RSCP

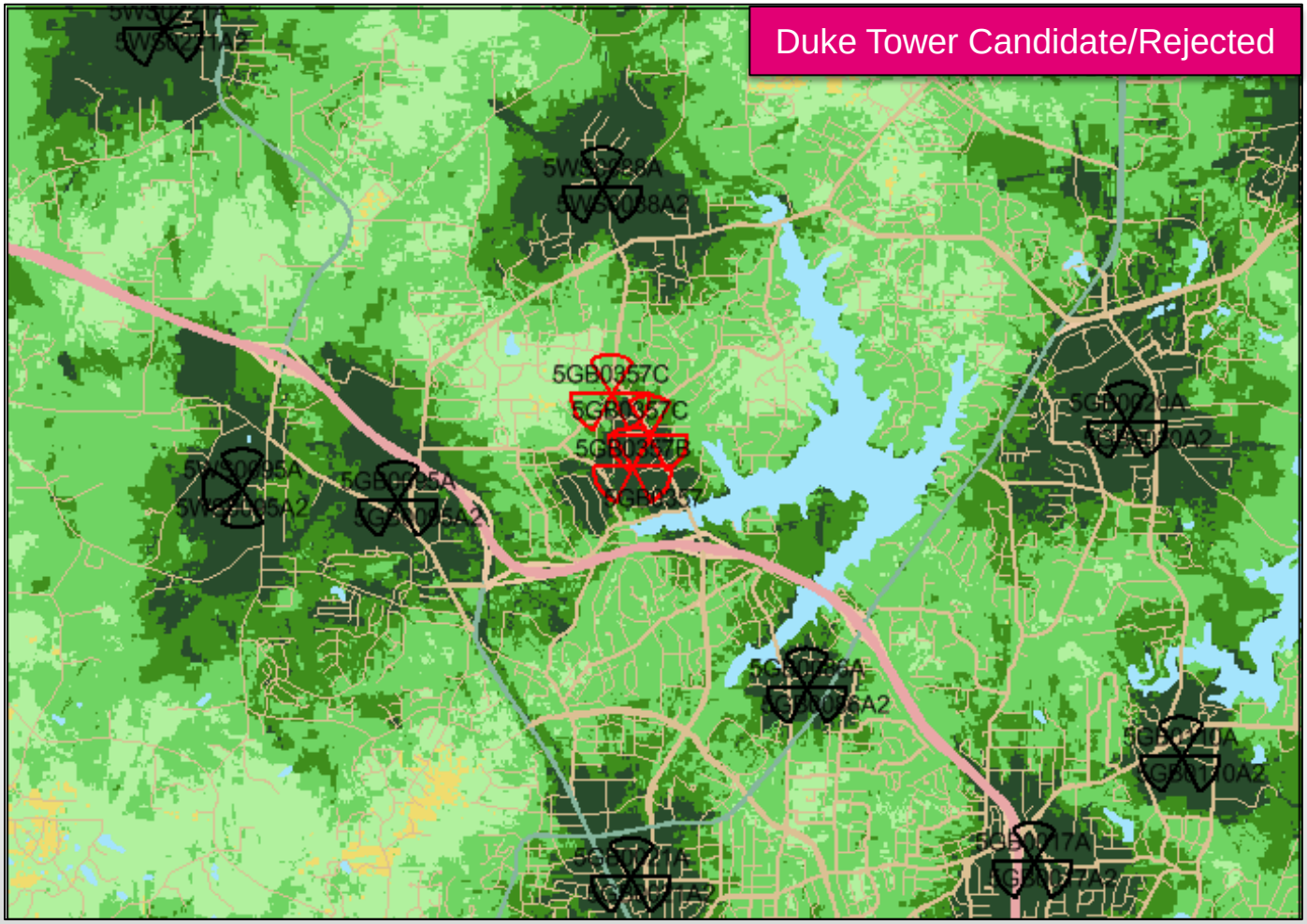
-104 <= x < -98 dBm
-98 <= x < -90 dBm
-90 <= x < -84 dBm
-84 <= x < 0 dBm

GSM Legend

-97 dBm

T-Mobile Confidential

5GB0357B - RSCP After Candidate



On Air

Candidate

Height

110 Feet

Azimuth

0-120-240

UMTS RSCP

-104 <= x < -98 dBm
-98 <= x < -90 dBm
-90 <= x < -84 dBm
-84 <= x < 0 dBm

GSM Legend

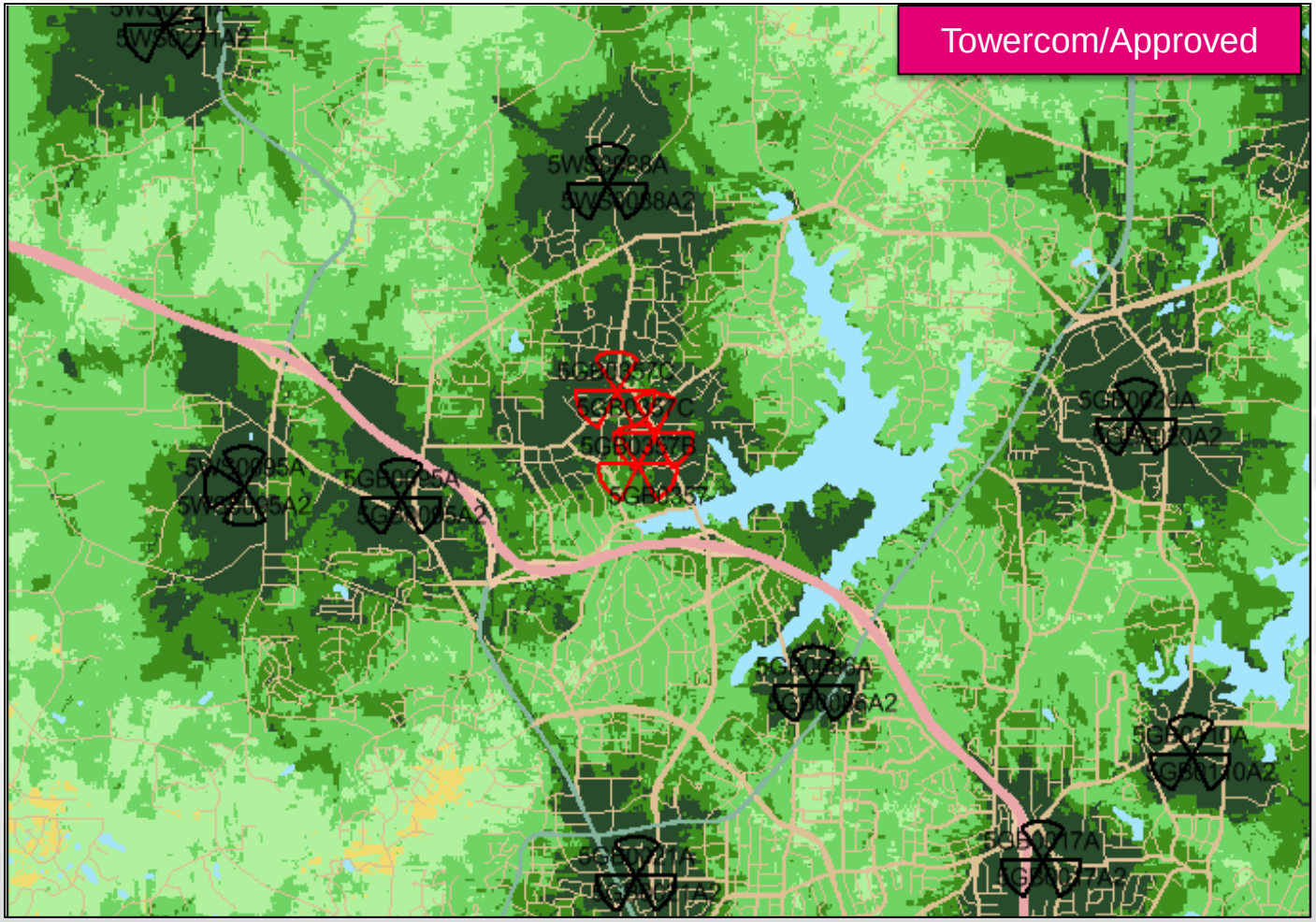
-97 dBm

Rejected due to low height and does not meet coverage objective

T-Mobile Confidential

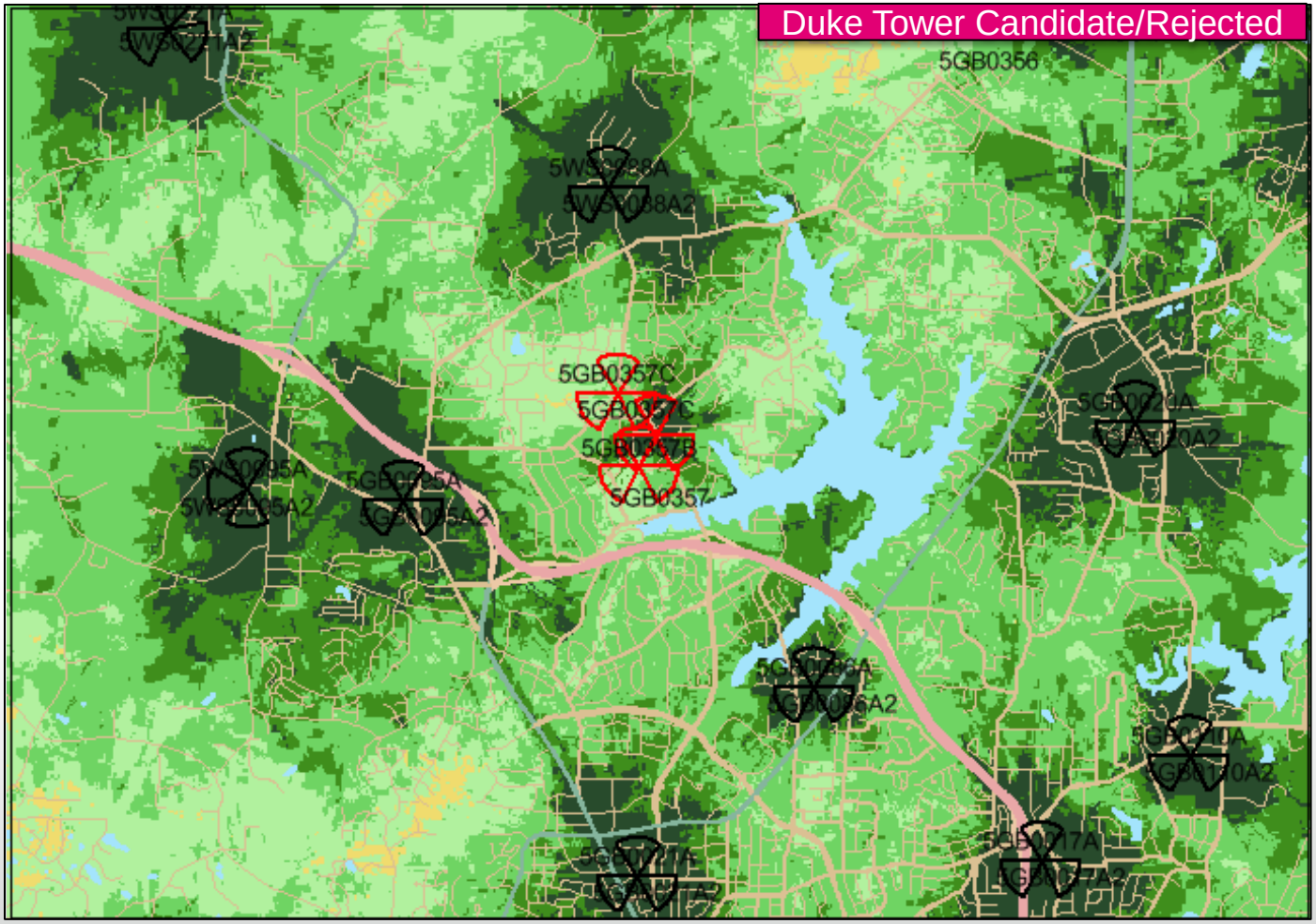
T · · Mobile ·

5GB0357C - RSCP After Candidate



T-Mobile Confidential

5GB0357Z - RSCP After Candidate



On Air

Candidate

Height

70 Feet

Azimuth

0-120-240

UMTS RSCP

-104 <= x < -98 dBm
-98 <= x < -90 dBm
-90 <= x < -84 dBm
-84 <= x < 0 dBm

GSM Legend

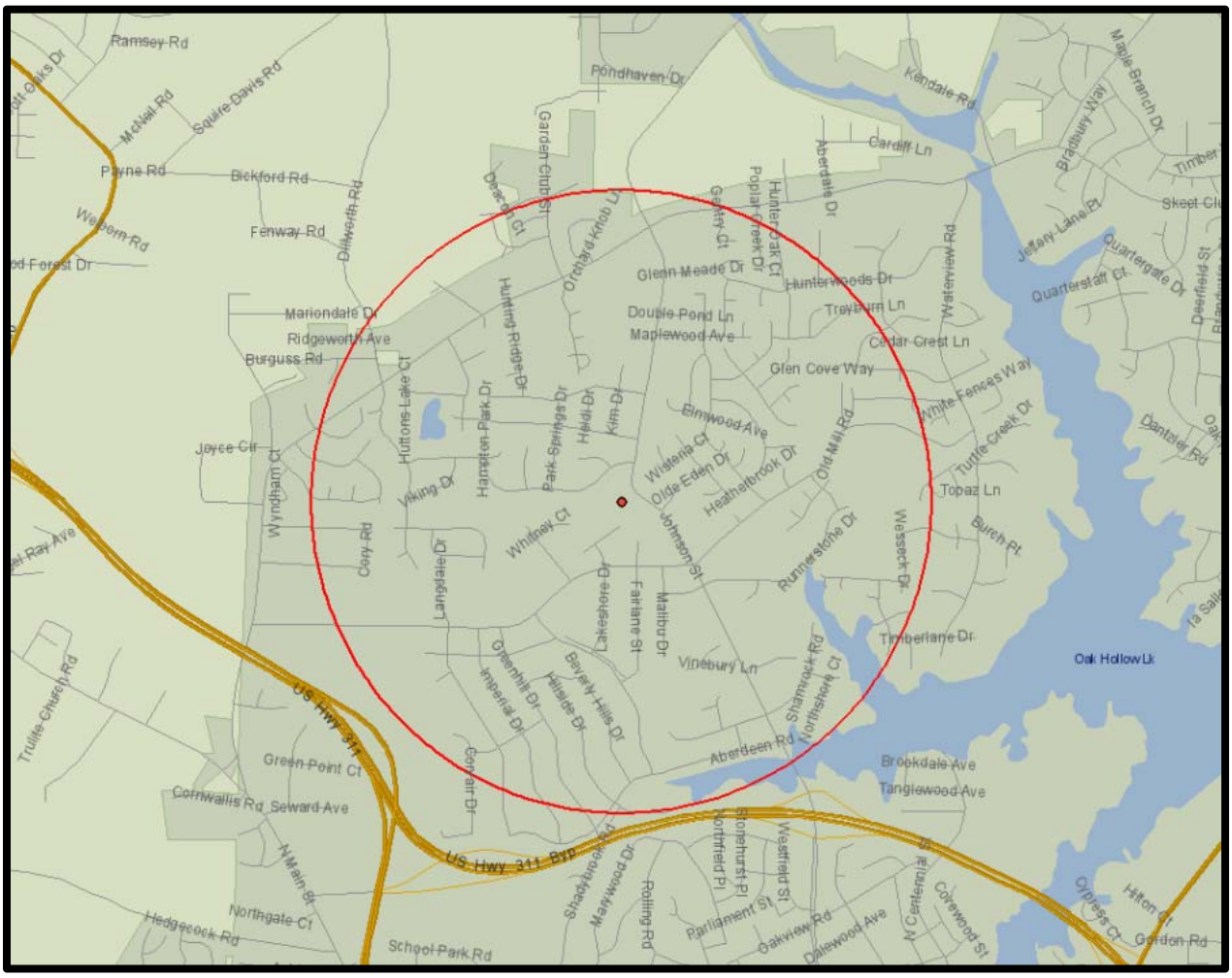
-97 dBm

Rejected due to low height and does not meet coverage objective

T-Mobile Confidential

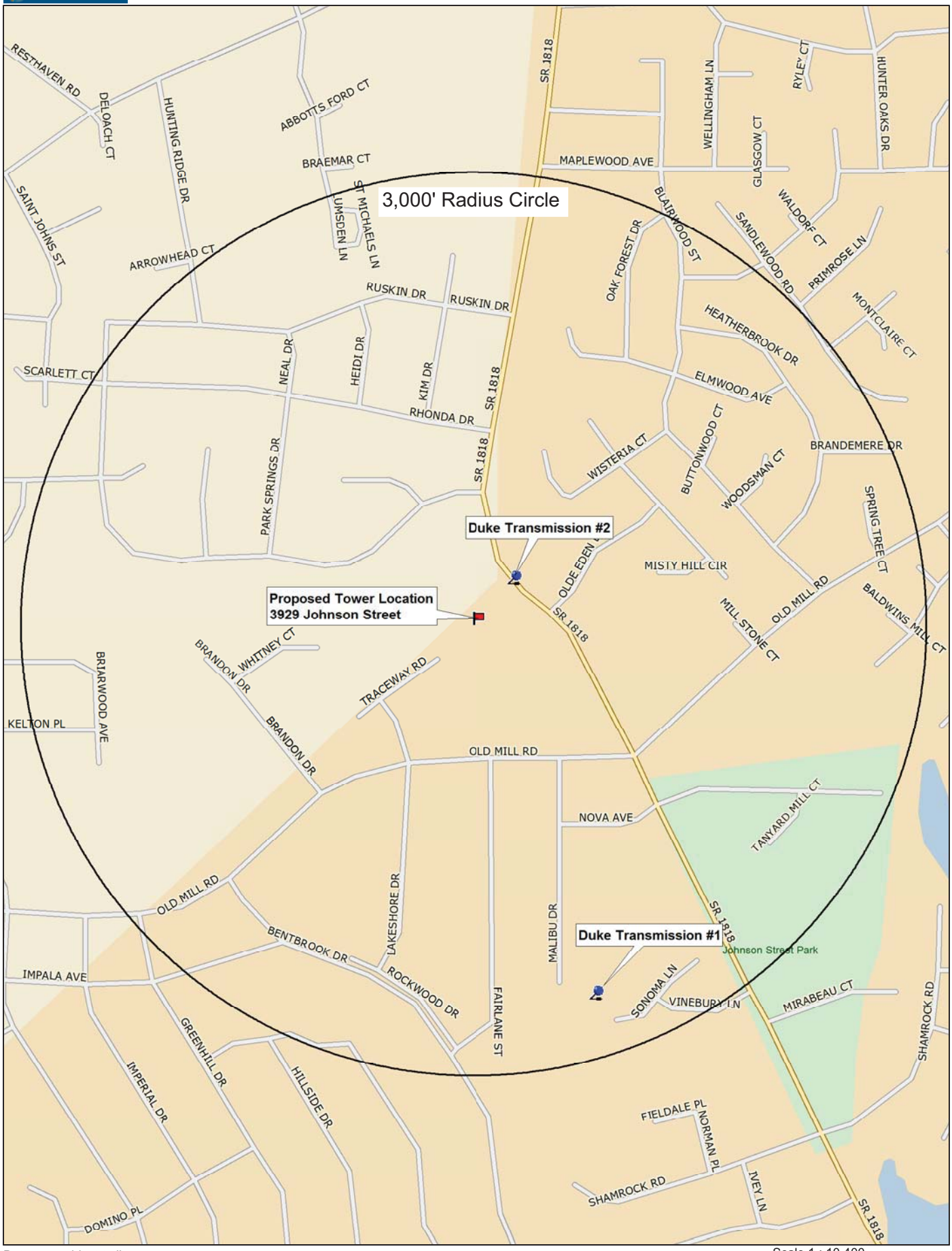
T · · Mobile · ·

Wireless Applications, Corp
No Sites Located within 1 Mile Circle



TowerCom - Johnson Street Proposed Tower
3,000' Tower Search Radius

DeLorme Street Atlas USA® 2010



Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2010.
www.delorme.com

TN
MN (8.2°W)

Scale 1 : 10,400
1" = 866.7 ft
Data Zoom 14-3

Mail To: Herman & Herman, P. O. Box 2354, High Point, N. C. 27261

WARRANTY DEED - Form WH 602 — Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C.

STATE OF NORTH CAROLINA, GUILFORD County.

THIS DEED, Made this 26th day of APRIL, 19 76, by and between

ORVIE HAYWORTH, JAMES FORBIS and HOWARD PAYNE, TRUSTEES OF OAK VIEW GRANGE NO. 1034 and COMMUNITY CENTER

of GUILFORD County

and state of North Carolina, hereinafter called Grantor, and

ERVIN SWAIM, ROY GREEN and WINFORD CLINARD, TRUSTEES OF TABERNACLE BAPTIST CHURCH

of GUILFORD County and State of North Carolina, hereinafter called Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in HIGH POINT Township, GUILFORD County, North Carolina, described as follows:

100497

BEGINNING at an iron stake on the west side of Johnson Street (formerly Tanyard Road), and(also formerly known as Race Track Road), the old original southeast corner of Charles L. Amos and being the northeast corner of the subdivision of a part of the Charles H. Smith property as shown in Plat Book 28, page 55, Guilford County Registry, and running thence from said beginning point along the north line of said subdivision of a part of the Charles H. Smith property, Plat Book 28, page 55, N. 87° 04' W. 917.23 feet to an iron stake, a corner of property conveyed to John W. Swaim by deed recorded Book 1223, page 360, Guilford County Registry; running thence along Swaim's line, N. 11° 30' E. 345.17 feet to an iron pipe a corner in Swaim's property; thence continuing along Swaim, S. 78° 30' E. 544.11 feet to an iron stake, Swaim's corner in the west line of said Johnson Street; running thence along the west line of said Johnson Street, S. 37° 27' E. 120 feet to an iron stake; thence continuing along the west line of said Johnson Street, S. 53° 02' E. 301.7 feet to the point and place of BEGINNING, and containing 4.79 acres, more or less, and being the same property described in Deed Book 1100, page 66 and Book 1220, page 530, Guilford County Registry. Being also a portion of a 223 acre tract of land conveyed to P. W. Williard by deed dated December 12, 1884, recorded Book 67, page 330.

P. W. Williard died testate, see Will Book M, page 306 and Estate File No. 6498.

See deeds from devisees of P. W. Williard in Book 908, page 630 and Book 1015, page 327. See also Book 902, page 419; 980, page 248 and Book 1015, page 330 for back reference.

Subject to right of way of Coonial Pipe Line.

FOSP

GUILFORD COUNTY 078721 STATE OF NORTH CAROLINA MAY-4'76 P.B. 10611 Real Estate Excise Tax = 40.00

264 N.2

DEED BOOK 2806 PAGE 793

(Continued On Reverse Side)

10/27/2014

T-Mobile

Planning and Development Department
City of High Point
Attn: Herbert K. Shannon, Jr. - Senior Planner
211 S Hamilton, Room 316
High Point, NC 27260

Mr. Shannon:

Please find below the requested additional information regarding the analysis of the candidates for the proposed facility along Johnson St. (T-Mobile Site 5GB0357). The intent of this letter is to add details of our justification for approval of the proposed 165ft TowerCom tower facility at Tabernacle Baptist Church in comparison to the Duke Power transmission facilities near the area. Please accept this in conjunction with the previously supplied letter dated 8/28/2014 and coverage analysis highlighting the expected coverage.

Here are our findings for T-Mobile Site 5GB0357.

TowerCom-Johnson St proposed facility is approved at a height of 165ft at (900.4ft AMSL). It is located next to the Tabernacle Baptist Church within the desired target area for this need. Our optimal height for this location was originally 170ft AGL, but 165ft was the maximum allowed by the FAA. Thus, the proposed tower facility best satisfies the engineering of our network plan.

The reasons for having the approved candidate:

1) It provides coverage to the residential neighborhoods in and around Johnson Street and Old Mill Road. Additionally, it provides coverage to the residents by Oak Hollow Lake.
2) It provides required network connectivity between 2 other T-Mobile facilities; one at N-Main Street and the other being on Johnson St near Hutchens Lake.
3) It provides the larger coverage footprint we hope to achieve due to its higher height and ground elevation. The higher height and ground elevation allow the site to deal with the rolling terrain and ground clutter (trees, buildings, etc.) far better than the other sites reviewed.
4) Residential coverage along Johnson St and Old Mill Road is substantially greater than the 2 short Duke towers.
5) Overall, the coverage objective being met by this candidate would be **90%** of the engineered design.

Reasons for rejecting the Duke Tower # 1 –Johnson Street and Vinebury Lane

1) Combined with substantially lower elevation (842ft AMSL) and height of 110 ft, the coverage on the candidate dies down fairly quickly. Due to which we will be unable to serve residents beyond Old Mine Rd and Aberdeen Rd along Johnson St.
2) Also, it does not provide required network connectivity for the 2 existing sites; one at N-Main Street and the other being on Johnson St near Hutchens Lake.

3) Overall, the coverage objective being met by this candidate would be **35%** of the engineered design.

Reasons for rejecting the Duke Tower # 2 –Johnson Street and Hampton Park

1) Combined with slightly lower elevation (890ft AMSL) and substantially lower height of 70 ft, the coverage on the candidate dies down fairly quickly. Due to which we will be unable to serve residents beyond Nova Ave and Maplewood Ave along Johnson St.
2) Also, it does not provide required network connectivity for the 2 sites; one at N-Main Street and the other being on Johnson St near Hutchens Lake.
3) Overall, the coverage objective being met by this candidate would be **20%** of the engineered design.

This information is submitted in effort to comply with Chapter 5, Section 9-5-2 (mm)(3) of the ordinance. It is our sincere hope that we have met all of the requirements this standard.

If anything is missing or requires additional information please contact me to discuss.

Sincerely,

Monang Shah
RF Lead(NSB Project)

T-Mobile Carolinas Market

w: 704.423.2136
c: 214.235.3745

10/27/2014

T-Mobile

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City of High Point
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211 S Hamilton, Room 316
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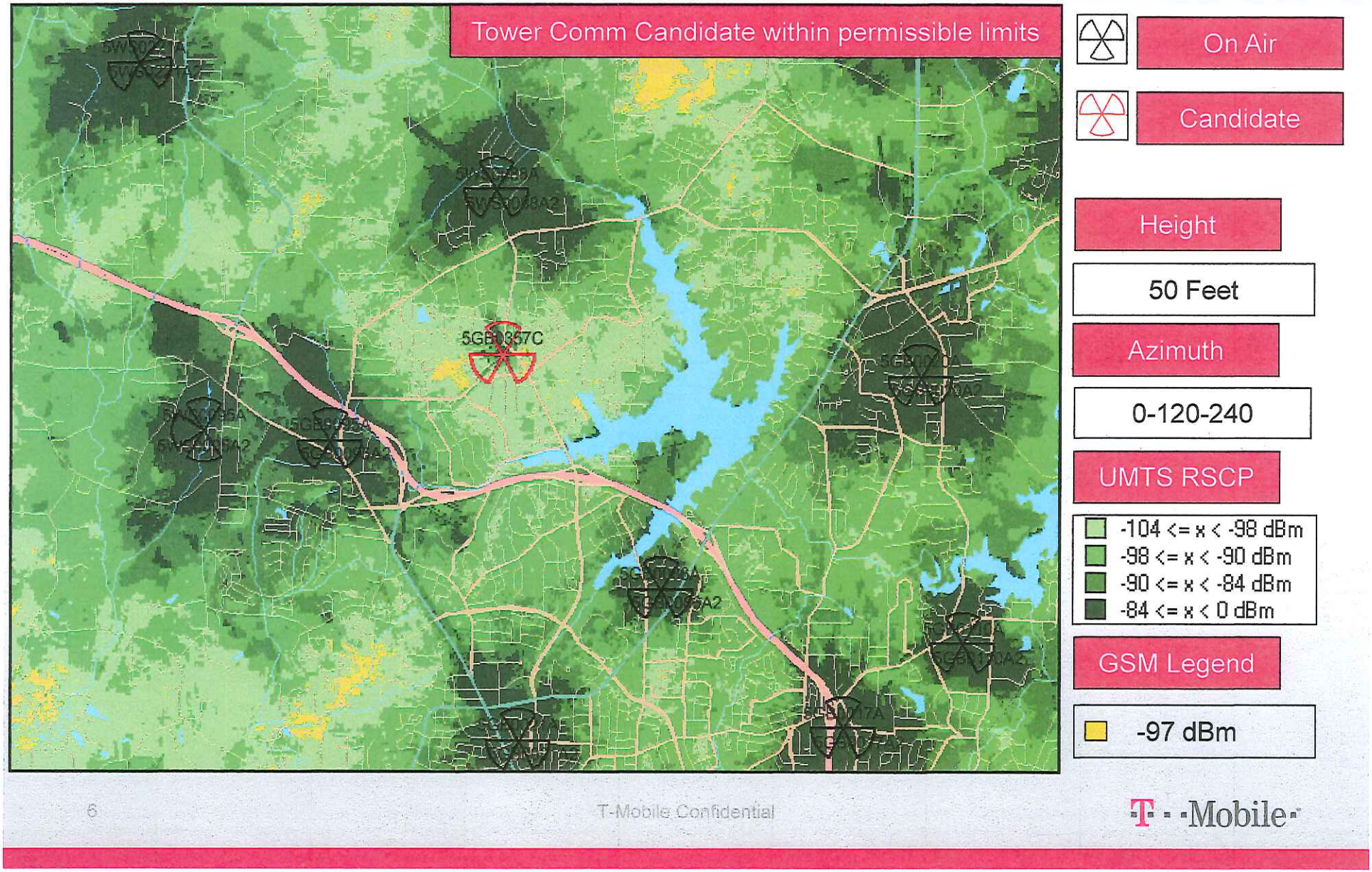
Monang Shah
RF Lead(NSB Project)

T-Mobile Carolinas Market

w: 704.423.2136
c: 214.235.3745

5GB0357C - RSCP After Candidate



T-Mobile Confidential

T-Mobile

CITY OF HIGH POINT
AGENDA ITEM

Title: **Street Abandonment Case 14-11 (SA14-11)**
(portion of Blair Avenue)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: October 25 & 31, 2014 and November 7 & 14, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Resolution of Abandonment

PURPOSE:
A request by the City Manager's Office to abandon an unimproved right-of-way lying along the west and east side of S. Centennial Street, between Lake Avenue and E. Kerns Avenue.

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding SA14-11. The Planning & Zoning Commission recommended ***approval*** of SA14-11 by a vote of 7-0.

B. Staff recommends ***approval*** of SA14-11 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point (City Manager's Office) Street Abandonment SA 14-11

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed Street Abandonment Case 14-11 (SA14-11). All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented SA14-11 and recommended approval of the request as outlined in the staff report.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 14-11, as recommend by staff, by a vote of 7-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
STREET ABANDONMENT CASE 14-11
October 28, 2014

Request	
Applicant: City of High Point City Manager's Office	**Proposal:** To abandon an unimproved right-of-way lying along the west and east side of S. Centennial Street, between Lake Avenue and E. Kerns Avenue.

Adjacent Streets		
Name:	**Classification:**	**Right-of-Way and Pavement Width:**
S. Centennial Street	Major Thoroughfare	With varies from 77 to 90 feet 31-foot (+/-) paving with curb and gutter

Adjacent Property Zoning and Current Land Use		
North	Light Industrial (LI) District	Vacant parcel
South	Light Industrial (LI) District	Vacant parcel and furniture manufacturing use
East	Light Industrial (LI) District	Furniture manufacturing use
West	Light Industrial (LI) District	Undeveloped right-of-way adjacent to GTCC parking lot.

Analysis

This is a request to abandon a portion of the Blair Avenue right-of-way (ROW) that was never improved. The Blair Avenue ROW (also known as Blair Street) was recorded in April 1891 on a map entitled "High Point Development Company's Property" in Plat Book 53 Page 531. That portion of the Blair Avenue ROW lying east of S. Centennial Street is adjacent to the Marsh Furniture manufacturing facility. That portion lying west of S. Centennial Street abuts vacant parcels that are also owned by Marsh Furniture and used for employee parking. Since Marsh Furniture owns all abutting parcels, the abandonment of the City's interest in this right-of-way will not deprive any owner of access to their property. In addition to notices being mailed to the abutting property owner, a notice was placed in the High Point Enterprise and staff posted public hearing signs at the ROW to be abandoned. To date, staff has received no objections from the abutting property owner. The Technical Review Committee (TRC) reviewed this requested street abandonment on September 10, 2014 and noted no objections.

Findings & Recommendation

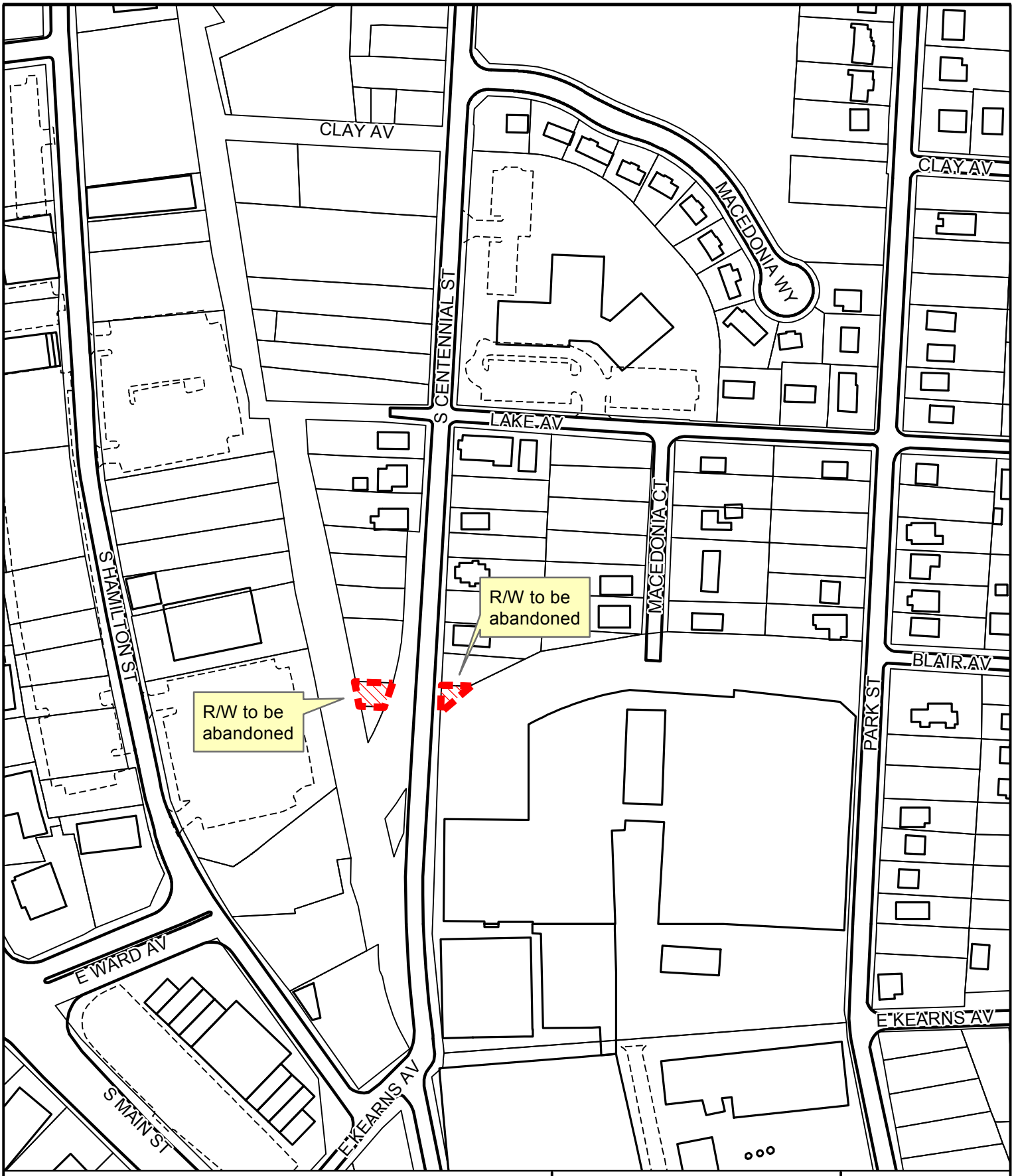
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owner (Marsh Furniture), as provided by State statutes, is found not to be contrary to the public's interest. Adjacent property owners still have access to the paved public streets and the

proposed ROW abandonment will not deprive any property owners in the vicinity of this request reasonable means of ingress and egress to their property.

The Planning and Development Department recommends approval of the requested street abandonment.

Report Preparation

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



STREET ABANDONMENT CASE SA14-11

Applicant: City of High Point

Area: 0.062 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 31, 2014

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2014/pz/sa14-11.mxd

Attachments: Photographs (October 2014) and Aerial (February, 2010)

Look west at the unimproved Blair Avenue ROW

Look east at the unimproved Blair Avenue ROW

STREET ABANDONMENT CASE SA14-11

Applicant: City of High Point

Area: 0.062 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 13, 2014

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2014/pz/sa14-11photo.mxd

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1401 / 14-41

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 17th DAY OF NOVEMBER, 2014 AT 6:15 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment Case 14-11 (abandonment of a portion of the Blair Avenue right-of-way)

WHEREAS, The City Manager's Office has petitioned the City Council of the City of High Point to permanently abandon (close) unimproved portions of the Blair Avenue right-of-way lying along the west and east side of S. Centennial Street, between Lake Avenue and E. Kerns Avenue. This right-of-way is lying south of Guilford County Tax Parcel 0172062 (west side of S. Centennial Street) and south of Guilford County Tax Parcel 0172253 (east side of S. Centennial Street), and more specifically described as follows:

Part A (Lying along the west side of S. Centennial Street)

BEGINNING at an existing 3/4" iron pipe, said iron pipe being the southwest corner of Marsh Furniture Company (D.B. 2257, Pg. 434) and on the eastern right-of-way of Manning Street (Not Built see P.B. 53, Pg. 561) and on the northern right-of-way of Blair Street (Not Built see P.B. 53, Pg. 531); thence from said **BEGINNING** point South 86°52'53" East 56.64 feet to the intersection of the western right-of-way of Ward Street future right-of-way dedicated to City of High Point (D.B. 6756, Pg. 2635),

said point being North 86°52’53” West 29.61 feet from an existing 5/8” iron pipe; thence along said future right-of-way curving to the right having a radius of 456.50 feet and an arc length of 41.31 feet having a chord bearing and distance of South 19°10’55” West 41.30 feet to the intersection of the southern right-of-way of said Blair Street, said point being North 86°52’53” West 40.41 feet from an existing T iron; thence North 86°52’53” West 34.83 feet to the intersection of said Manning Street right-of-way; thence North 11°32’26” West 41.02 feet to the point and place of **BEGINNING**. Containing 1,828± square feet.

Part B (Lying along the east side of S. Centennial Street)
BEGINNING at a point on the eastern margin of Mangum Street (now South Centennial Street)**,** said point being the southwest corner of Lot No. 16, Block 22 of High Point Development Co. property, map of which is recorded in Plat Book 53 Page 561 in the Office of the Register of Deeds of Guilford County, North Carolina; thence running along the old right-of-way line of former Blair Street S 84° 52’ 40” E (58.94’) to a point; thence S 56° 13’ 53” W along the arc of a curve (62.97’) through the lands of Marsh Furniture Company Inc. to a point in the southern right-of-way of the former Blair Avenue; thence N 85° 02’ 00” W (10.62’) along the southern Blair Avenue right-of-way to a point on the eastern right-of-way of Mangum Street (now South Centennial Street); thence N 06° 07’ 40” E (39.57’) to the point and place of **BEGINNING**. Containing 1,375± square feet.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 20th day of October, 2014, at 5:30 p.m. setting the 17th day of November, 2014 at 6:15 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 25 & 31 and November 7 & 14, 2014; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of all of the Blair Avenue right-of-way as previous described above; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a

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

NOW THEREFORE BE IT RESOLVED:

1. That the entire length and width of the Blair Avenue right-of-way (Part A and Part B as described above) be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 17th day of November, 2014
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Video Sweepstakes Establishments

From: Randy McCaslin, Interim City Manager

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date / NA
Advertised By:

Attachments: Memo from Bob Martin
Excerpts from Zoning Ordinance

PURPOSE:

Council members have received questions about why the City doesn't issue privilege licenses to video sweepstake establishments. The Comprehensive Planning Committee discussed this topic at their meeting on November 11, 2014. The item is placed on the agenda for discussion by the whole committee of City Council.

BACKGROUND:
The Comprehensive Planning Committee meeting received reports from Police Chief Marty Sumner and Bob Martin, Director of Customer Service on sweepstakes establishments. Although the Zoning Ordinance does allow these establishments in certain zones, the City is not currently issuing privilege licenses for them.

BUDGET IMPACT: NA

RECOMMENDATION / ACTION REQUESTED: The City Council is being asked to discuss this item.

City of High Point

NORTH CAROLINA'S INTERNATIONAL CITY™

DATE: November 13, 2014

TO: Randy McCaslin, Interim City Manager

FROM: Bob Martin, Customer Service Director

SUBJECT: Sweepstakes Businesses and Privilege License Taxes

Sweepstakes businesses are not specifically listed in the State's Schedule B, so they would fall into the "Service Business" category in the City's fee schedule. The fee is calculated based on gross sales/receipts with a minimum fee of $50.00, increasing to a maximum of $400.00 as revenue increases ($0.50 per $1,000).

The final version of Bill S.L.2014-3 states each city must keep its 2014 PLT's at the same or lower rate that it charged in 2013, so there is no opportunity to increase this tax. This PLT will be eliminated by S.L.2014-3 effective with the 2015 tax year.

If the business pays the required tax and is later shut down by law enforcement, the city will NOT refund any portion of the tax per our ordinance.

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

TEXT AMENDMENT: 12-02
Ordinance # – 6981 / 13-13
APPLICANT: The City Project, Inc.

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on August 28, 2012, and before the City Council on September 17, 2012, February 4, 2013 and March 4, 2013, regarding Text Amendment 12-02;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on August 19, 2012 for the Planning and Zoning Commission public hearing and September 5, 2012 and September 12, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, this amendment was adopted by the City Council of the City of High Point on March 4, 2013;

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

SECTION 1.
Section 9-2-2, *Definitions*, Subsection (g) *General* shall be amended to add the following in proper alphabetic order within the subsection:

VIDEO SWEEPSTAKES ESTABLISHMENT: Any business enterprise in which a video sweepstakes machine or device is used, whether connected to the Internet or not, to conduct games of chance, including sweepstakes, and where cash, merchandise or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds, which have a finite pool of winners. Video sweepstakes establishments include internet cafes, internet sweepstakes, cybercafés, electronic gaming machines/operation, or by whatever other terminology such establishments might be known. This does not include any lottery approved by the State of North Carolina.

SECTION 2.
Table 4-7-1, *Permitted Use Schedule*, is hereby amended to add the following use under the Recreational Uses heading, and to establish where the use will be permitted:

Video Sweepstakes Establishment entered in proper alphabetic order, to be allowed in the **LB , GB, HB, CB and SC,** districts with the placement of a **'P'** in each appropriate column, and in the **MS** district with the placement of a **'D'** in the appropriate column. A **'3'** shall be placed in the Land Use Code (LUC) column (See Below).

TABLE 4-7-1 PERMITTED USE SCHEDULE		ZONING DISTRICTS																											
USE TYPES	Ref SIC	AG	RS40	RS20	RS15	RS12	RS9	RS7	RS5	RM5	RM8	RM12	RM18	RM26	LO	GOM	GOH	NB*	LB*	GB*	HB*	CB	MS	SC	CP*	LI*	HI	PI	TN	LUC
RECREATIONAL USES																													
Video Sweepstakes Establishments	**000**																		**P**	**P**	**P**	**P**	**D**	**P**					**3**

SECTION 3.
Section 9-4-4(g)(2)d., which refers to uses in the Washington Street Mixed Use Center Overlay District, shall be amended to add **Video Sweepstakes Establishment** to the list of prohibited uses in 9-4-4(g)(2)d.1.

SECTION 4.
Section 9-5-2, *Development Standards for Individual Uses*, is hereby amended to add the following use, which shall be entered in proper alphabetic order:

Video Sweepstakes Establishment

(1) Where Required: MS District

(2) Where Permitted: Video sweepstakes establishments shall be permitted only in Sub-areas A, C, and D.

SECTION 5.
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 6.
All ordinances or parts of ordinances in conflict with the provision of this ordinance are hereby repealed.

SECTION 7.
This ordinance shall become effective upon adoption.

Adopted By City Council,

Lisa B. Vierling, City Clerk

BK: R 7654
PG: 134-139
RECORDED:
11-24-2014
03:28:54 PM
BY: SHEIKA WASHINGTON
ASSISTANT-HP

2014059686
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $26.00

Return to: Joanne Carlyle, City Attorney
P/u
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1422 / 14-62

RESOLUTION

5SW

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said point being North 86°52'53" West 29.61 feet from an existing 5/8" iron pipe; thence along said future right-of-way curving to the right having a radius of 456.50 feet and an arc length of 41.31 feet having a chord bearing and distance of South 19°10'55" West 41.30 feet to the intersection of the southern right-of-way of said Blair Street, said point being North 86°52'53" West 40.41 feet from an existing T iron; thence North 86°52'53" West 34.83 feet to the intersection of said Manning Street right-of-way; thence North 11°32'26" West 41.02 feet to the point and place of **BEGINNING**. Containing 1,828± square feet.

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WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 25 & 31 and November 7 & 14, 2014; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of all of the Blair Avenue right-of-way as previous described above; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the entire length and width of the Blair Avenue right-of-way (Part A and Part B as described above) be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 17th day of November, 2014
Lisa B. Vierling, City Clerk

NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on November 17, 2014 and upon approval by City Council will be recorded in Book 89 of the Official Minute Books and Resolution Book XVIII of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 20th day of November, 2014.

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

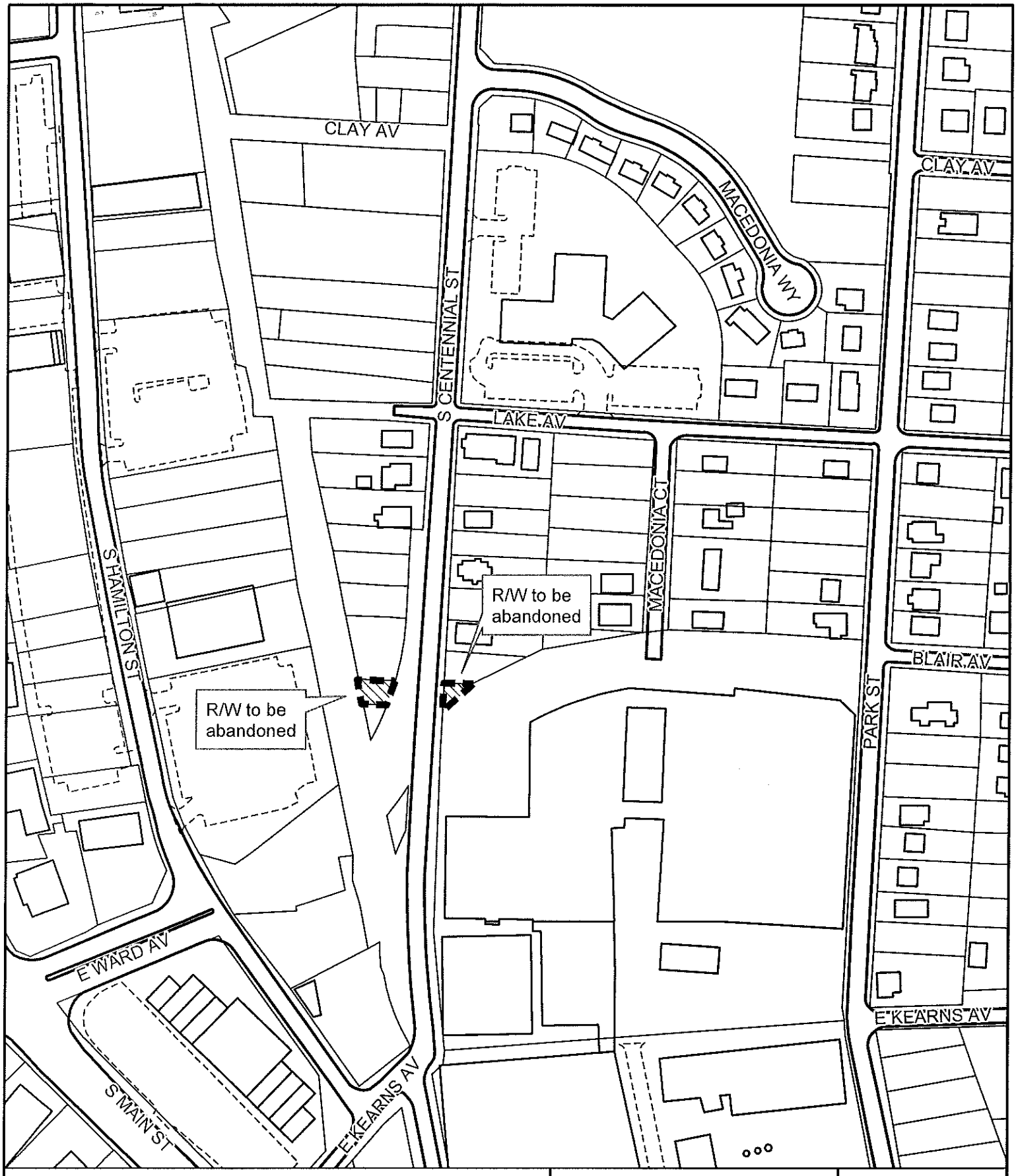
I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed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

WITNESS my hand and official Notarial Seal, this 20th day of November, 2014.

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

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2015



STREET ABANDONMENT CASE SA14-11

Applicant: City of High Point

Area: 0.062 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 31, 2014

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2014/pz/sa14-11.mxd

BOOK 7654 PAGE 139

HIGH POINT CITY COUNCIL
SPECIAL MEETING
NOVEMBER 7, 2014 – 9:00 A.M.
IHFC BUILDING, IMC OFFICES (14TH FLOOR CONFERENCE ROOM)

MINUTES

Present:
Mayor James C. Davis (Ward 5) and Council Members Rebecca R. Smothers (At-Large); Britt Moore (At-Large); Jeff Golden (Ward 1); Judith P. Mendenhall (Ward 3); Jay Wagner (Ward 4); and Jason Ewing (Ward 6)

Absent:
Council Member Foster Douglas (Ward 2)

Others Present:
Candidate "A"

Mayor Davis called the meeting to order and announced the purpose of the meeting was to go into a Closed Session pursuant to North Carolina General Statute 143-318.11(a)(6), to interview a candidate for the city manager's position.

Upon motion duly made and seconded, Council went into a Closed Session at 9:00 a.m. for the purpose of interviewing the candidate.

Upon motion duly made and seconded, Council reconvened into Open Session with an announcement that no action was taken as a result of the Closed Session.

The meeting adjourned at 11:15 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
James C. Davis, Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Engineering Services for Jacobs Place Project

From: Terry Houk, Public Services Director
Robby Stone, Assistant Dir. Public Services

Meeting Date: November 17, 2014

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Engineering Proposal

PURPOSE: This proposal is for the design and contract administration with Hazen and Sawyer for the Jacobs Place watershed (Jacobs Place 1 and Jacobs Place 5) stormwater improvement.

BACKGROUND: A study of the Jacobs Place watershed was completed in February 2005. The study resulted in identifying seven stormwater improvement projects (Jacobs Place 1 through Jacobs Place 7). Jacobs Place 3 and Jacobs Place 6 were previously selected for design in 2006 followed by construction in 2009.

BUDGET IMPACT: These projects are part of "pay as you go". Separate accounts have been set up for the projects with appropriate funding. Jacobs Place 1 account code is 671732-527105-671141024505-40205. Jacobs Place 5 account code is 671732-527105-671141021305-40205. The cost for design, easement mapping and bidding/contract services is $287,476.00 (not-to-exceed maximum fee).

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends and asks the Council to authorize the execution of this proposal with Hazen and Sawyer in the amount of $287,476.00.

HAZEN AND SAWYER
Environmental Engineers & Scientists

Hazen and Sawyer, P.C.
4944 Parkway Plaza Blvd.
Suite 375
Charlotte, NC 28217
(704) 357-3150
(704) 357-3152 (Fax)

Work Authorization Number 1 – Final Design for Stormwater Improvements in the Jacobs Place Drainage Basin

This WORK AUTHORIZATION is entered into by and between HAZEN AND SAWYER, P.C. ("ENGINEER") and the City of High Point ("CLIENT"). This Work Authorization incorporates by reference the GENERAL SERVICES AGREEMENT entered into by the Parties dated April, 2013 (the "Services Agreement"). This Work Authorization is an amendment of the Services Agreement and is for the final design and bid phases services for stormwater improvements in the City of High Point /Jacobs Place drainage basin. The Services Agreement is hereby amended and supplemented as follows:

Introduction

A study of the Jacobs Place watershed was completed in February 2005. The result of the watershed studies identified seven (7) stormwater improvement projects (JP-1 through JP-7). Two top priority projects were selected to be designed and constructed in 2006. The first two top priority projects included:

- JP-3: Improvements to culverts and adjacent stream sections including Vail Avenue, Taylor Avenue, and Grimes Avenue.
- JP-6: Improvements to the Grime Avenue pipe system that serves the Fire Station located on the corner of Grimes Avenue and Elm Street.

Construction of the two top priority project was completed in 2009.

The City of High Point desires to design and construct the next two (2) priority projects in the Jacob's Place watershed.

General Descriptions of Basic Services

The Services associated with Task Order include the final design and bid phase services for the next two (2) priority projects in the Jacob's Place watershed area. The three (3) remaining project areas may be performed at a later date. This Work Authorization includes the final design for:

- JP-1, Ward Avenue, Willis Avenue, and Tryon Avenue Stormwater Improvements
- JP-5, Russell Avenue, Green Drive and Jacob's Place Stormwater Improvements

Task 1 - Design Services

Design services are based on the recommended improvements for the Jacob's place study

area, generally described in the Drainage and Watershed Planning Studies (the Study), completed in February, 2005 for JP-1 and JP-5. Design services to be provided by the ENGINEER include:

1.1 FIELD SURVEYS

The ENGINEER's sub-consultant shall perform a detailed-design survey of the drainage system as necessary for the completion of the design phase of this Project. Effort includes up to eight (8) vertical utility locations.

1.2 CITIZEN INVOLVEMENT

The ENGINEER shall provide services for citizen involvement as directed by City's Project Manager. The ENGINEER shall prepare exhibits for and conduct one (1) Design Phase public meeting. The ENGINEER shall help conduct the meeting, present a description of the drainage improvements and answer questions from citizens. The ENGINEER shall prepare public meeting exhibits which shall include proposed improvement areas, proposed improvement plan sheets, area map, and preliminary traffic control plans, as appropriate for the phase of the Project. The effort will include coordinating with individual property owners throughout the duration of the Project at the direction of the City's Project Manager. Six (6) individual property owner meetings are anticipated.

1.3 PROGRAM MANAGEMENT

Monthly status meetings shall be held between the City's Project Manager and the ENGINEER during the course of the Project. The ENGINEER shall prepare monthly status reports and deliver the reports to the City's Project Manager. The status report shall summarize work completed and percent complete for the current month and the work scheduled to be completed for the upcoming month. Six (6) meetings and twelve (12) progress reports are anticipated.

1.4 UTILITY COORDINATION

Throughout all phases of the Project, the ENGINEER shall contact all utilities, agencies, and railroad companies whose facilities (both existing and proposed) may be affected by the design of the Project. Designs for publically-owned utilities shall be performed in conformance to the utility's design standards.

1.5 GEOTECHNICAL SUBSURFACE INVESTIGATIONS

The ENGINEER shall use a sub-consultant to perform all geotechnical subsurface investigations, including material testing, necessary for completion of final design documents. These investigations may include soil boring, analysis, laboratory testing, and engineering recommendations.

1.6 EXISTING ENVIRONMENTAL CONDITIONS AND ASSESSMENT

The ENGINEER shall describe and document the existing environmental conditions of the JP-1 project to support the later permitting efforts associated with the wetland/stream impacts and erosion and sediment control.

1.7 ALTERNATIVE RECOMMENDATION AND SELECTION

The ENGINEER shall assess the existing watershed conditions and select improvements that will not increase downstream flows to the point at which downstream properties are impacted. Two (2) alternatives will be considered for JP-1 and three (3) alternatives will be considered for JP-5. Effort includes presenting the alternatives to City staff to select the alternative to be selected and designed.

1.8 PRELIMINARY DESIGN OF RECOMMENDED IMPROVEMENTS

The ENGINEER shall refine/complete the design of recommended proposed storm drainage improvements identified during the Planning Phase and develop construction plans and supporting documents that incorporate the results of previous tasks. The effort will include a natural channel design for the open channel segments to support environmental permits. The limits of construction, cut/fill lines, temporary construction easements, and permanent easements will be outlined based on engineering judgment and understanding of the construction industry.

1.9 STORM WATER PERMITS

The ENGINEER shall coordinate permitting activities and prepare supporting information and documents for purposes of securing all project permits. The ENGINEER will be responsible for directly communicating with the appropriate agencies. The ENGINEER will be responsible for responding to all comments from the regulatory agencies in order to gain permit approval. Permits anticipated include the environmental 404/401 permit and the floodplain permit.

1.10 PROPERTY AND STORM DRAINAGE EASEMENTS

The ENGINEER will be responsible for preparing all easement documents to support the City's easement acquisition process. The ENGINEER shall provide one (1) exhibit for each of the properties directly affected by the improvements. Ten (10) exhibits are anticipated.

1.11 NCDOT COORDINATION AND APPROVALS

The ENGINEER shall prepare NCDOT encroachment documents and a municipal agreement, if applicable, to secure appropriate approvals from NCDOT. The effort will include the preparation of traffic control plans that shall indicate the ENGINEER's proposed phasing of construction for the Project including any utility construction and/or relocation. Two (2) detour plans are anticipated (Russell Avenue and Ward Avenue temporary closures).

1.12 EROSION CONTROL PLANS AND DETAILS

The ENGINEER shall design and specify erosion control measures that minimize erosion and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the North Carolina Department of Environment and Natural Resources (NCDENR), Erosion and Sediment Control Planning and Design Manual, and the High Point Standards Manual.

1.13 PROJECT MANUAL

The project manual shall be in accordance with the current edition of the NCDOT Standard Specifications for Roads and Structures, the NCDOT "Standard Special Provisions," and the City Standard Special Provisions. The ENGINEER shall prepare thorough and complete Project Special Provisions to cover those items of material, work, and other conditions special to the Project that are not adequately described by NCDOT and High Point Standard Specifications.

1.14 FINAL DESIGN SUBMITTAL AND BID ASSISTANCE

The ENGINEER shall develop final design plans and specifications in sufficient form and detail for the City to let construction contracts. The services provided in this task include bidding the construction contract for the project. Bidding and contract services are as follows:

- Publish sufficient bidding documents for interested bidders and suppliers, and furnish those documents to plan rooms serving the Guilford County area.
- Assist the City in advertising the project to solicit construction bids.
- Conduct a pre-bid meeting.
- Issue addenda as needed to interpret or clarify the bid documents.
- Conduct Bid Opening and prepare bid tabulation.
- Evaluate the bids and make a recommendation of award and upon approval by Client, issue a Notice of Award.
- Prepare contract agreement and distributed executed agreement and Contract Documents for construction.

1.15 REIMBURSABLE EXPENSES

- An amount of $10,000 will be designated for reimbursable expenses (i.e. permitting fees, travel, mailings, deliveries, plotting paper, copies, etc.) and the CLOMR permit fees ($4,800).

Compensation for Services

HAZEN AND SAWYER, P.C. will provide the above engineering services based on the approved unit rates for staff members and associated expenses. Sub-consultants costs times a factor of 1.10 shall also be included. The total not-to-exceed maximum fee for Work Authorization No. 1 is summarized below:

Task 1 – Design Services	
Field Surveys	$32,018
Citizen Involvement	$10,552
Program Management	$14,639
Utility Coordination	$6,128
Geotechnical Subsurface Investigations	$17,472
Existing Environmental Conditions and Assessment	$2,278
Alternative Recommendation and Selection	$41,305
Preliminary Design of Recommended Improvements	$63,220
Storm Water Permits	$15,532
Property and Storm Drainage Easements	$4,620
NCDOT Coordination and Approvals	$18,570
Erosion Control Plans and Details	$9,582
Project Manual	$8,332
Final Design Submittal and Bid Assistance	$33,228
Reimbursable Expenses	$10,000
TOTAL FOR WORK AUTHORIZATON NO. 1	**$287,476**

Schedule for Services

HAZEN AND SAWYER, P.C. shall begin work on the above services immediately following receipt of an executed Work Authorization. It is anticipated that the final design will be completed within twelve (12) months.

ACCEPTANCE of the terms of Work Authorization No. 1 is acknowledged by the following signatures of the Authorized Representative.

City of High Point		**Hazen and Sawyer, P.C.**	
By:	_____	By:	_____
	_____		James N. Struve, PE
Title:	_____	Title:	Vice President
Date:	_____	Date:	November 3, 2014
By:	_____	By:	_____
	_____		Stephen R. Sands, PE
Title:	_____	Title:	Senior Associate
Date:	_____	Date:	November 3, 2014

CITY OF HIGH POINT
AGENDA ITEM

Title: Adoption Of Residential Anti-Displacement And Relocation Plan

From: Michael E. McNair, Director, Community Development and Housing

Meeting Date: November 17, 2014

Public Hearing: N/A

Advertising Date N/A
Advertised By: N/A

Attachments: Residential Anti-Displacement And Relocation Plan

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PURPOSE:

This action will formalize the policies and procedures contained in the City's Residential Anti-Displacement and Relocation Plan.

BACKGROUND:

HUD regulations requires entitlement cities to furnish citizens with its plans for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons actually displaced.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff requests Council's favorable consideration to approve the Residential Anti-Displacement and Relocation Plan.

RESIDENTIAL ANTI-DISPLACEMENT

AND

RELOCATION PLAN

PREPARED BY

CITY OF HIGH POINT

COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT

November 17, 2014

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CITY OF HIGH POINT
RESIDENTIAL ANTI-DISPLACEMENT
AND
RELOCATION ASSISTANCE PLAN

This Residential Anti-Displacement and Relocation Assistance Plan (RARAP) is prepared by the City of High Point ("City") in accordance with the Housing and Community Development Act of 1974, as amended ("the Act"); and HUD regulations at 24 CFR 42.325 and is applicable to projects assisted with the following Federal funding sources: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and/or Neighborhood Stabilization Program (NSP).

It is the policy of the City of High Point to make all reasonable efforts to ensure that activities undertaken with CDBG, HOME and/or NSP Program funds will not cause unnecessary displacement or relocation. The City will continue to administer the CDBG, HOME and NSP Programs in such a manner that careful consideration is given during the planning phase to avoiding displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If the displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by the City of High Point or an agent utilizing federal funds, all appropriate benefits as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments, or the Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) shall be provided to the displaced person or persons.

I. Residential Anti-Displacement and Relocation Assistance Plan

a. Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of High Point will take the following steps to minimize the direct and indirect displacement of persons from their homes:

i) Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first;
ii) Arrange for facilities to house persons who must be relocated temporarily during rehabilitation;
iii) Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement;
iv) If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305)) or structures that have not been used for residential purposes.; and
v) Target only those properties deemed essential to the need or success of the project.

b. Provisions for Relocation Assistance for Residential Displacement

The City of High Point will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG, HOME and/or NSP Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 (see Exhibit 1).

II. Questions Related to Relocation Assistance and Advisory Services

Relocation assistance will be provided in accordance with the Act at Section 104(d), and as stipulated in 24 CFR 570.606, to each lower-income household displaced by demolition or conversion of a lower-income affordable dwelling unit as the result of an assisted activity. A lower-income household is a household where total income does not exceed the HUD lower-income limit (80% of area median) as established by HUD.

In adopting a RARAP, the City is required to identify, by name and phone number, the office that is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by demolition or conversion of lower-income affordable housing to another use. The person responsible for providing relocation payments and other relocation assistance for the City of High Point is identified here. Please contact this person if you have questions regarding your relocation assistance.

Name of Person: Richard C. Fuqua, Affordable Housing Manager
Phone Number: (336) 883-3349
Email Address: richard.fuqua@highpointnc.gov
Office Address: 211 S. Hamilton Street, Room 312, High Point, NC 27260
Mailing Address: P. O. Box 230, High Point, NC 27260

III. Appeals Regarding Assistance and Agency Determinations

Assistance, or lack thereof, that can be appealed may include the person's eligibility for, or the amount of, payments required for moving, replacement housing or commercial re-establishment. Any person who believes he/she has been displaced for a federally assisted project may file a written appeal with the City. If a person believes that the City has failed to properly consider the person's application for assistance under the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act, by denying benefits, an appeal should be sent to, and will be reviewed by, the City. The person responsible for appeals is identified here:

Name of Person: Michael E. McNair, Director, Community Development and Housing
Phone Number: (336) 883-3349
Email Address: michael.mcnair@highpointnc.gov
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The City will accept written appeals that are received within 15 days after its determination on a person's claim. The City will promptly review appeals in accordance with the requirements of applicable law and 49 CFR Part 24.10 of the Uniform Relocation Act regulations.

A person may inspect and copy all materials pertinent to his or her appeal, except materials that are classified as confidential. The person's right to inspect these documents will be consistent with applicable laws, and the opportunity to inspect will be made available under reasonable conditions, and during the City's regular business hours, 8am – 5 pm (except holidays). An advance notice to review a person's records is required in order to arrange for staff to be available to assist with the inspection, and to ensure that the necessary and appropriate records are available and on hand.

In deciding an appeal, the City will consider pertinent justification and material submitted by the person, to ensure a fair and full review of the appeal will be considered. If the full relief is not granted, the person shall be advised of his or her right to seek judicial review of the decision. If the displaced person is still not in agreement with the determination, the City may direct the person to the regional HUD Office of Community Planning and Development for a review of the appeal and determination. The address of the regional HUD Office of Community Planning and Development is listed here:

U.S. Department of Housing and Urban Development
Office of Community Planning and Development (CPD)
1500 Pinecroft Road, Suite 401
Greensboro, NC 27407-3838
Attention: CPD Director, Community Planning & Development Division

All persons are reminded that they have a right to be represented by legal counsel or other representatives in connection with his or her appeal, but solely at the person's own expense.

IV. Replacement of Lower-Income Housing

The person responsible for tracking the replacement of lower-income affordable housing and ensuring that it is provided within the required period is identified here.

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ADOPTED this the_____day of_____, 20_____

CITY OF HIGH POINT

By _____ James C. Davis, Mayor

Attested to:

_____
Lisa B. Vierling, MMC
City Clerk

EXHIBIT 1

FIXED PAYMENT MOVING EXPENSE SCHEDULE

UNFURNISHED HOUSEHOLD UNITS

1 Room—$550	2 Rooms—$750	3 Rooms—$1,050
4 Rooms—$1,200	5 Rooms—$1,350	6 Rooms—$1,600

FURNISHED UNITS

1 Room Not furnished—$350	Each additional room not furnished—$50

By using the fixed rate method, the relocatee may move by any means available and no further documentation is required to be compensated according to the above schedule.

Reference: Fixed Moving Expense Schedule - Department of Transportation, June 22, 2012
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

RESIDENTIAL ANTI-DISPLACEMENT

AND

RELOCATION PLAN

PREPARED BY

CITY OF HIGH POINT

COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT

November 17, 2014

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AND
RELOCATION ASSISTANCE PLAN

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Email Address: richard.fuqua@highpointnc.gov
Office Address: 211 S. Hamilton Street, Room 312, High Point, NC 27260

ADOPTED this the 17th day of November, 20 14

CITY OF HIGH POINT

By _____ James C. Davis, Mayor

Attested to:

_____

Lisa B. Vierling, MMC
City Clerk

EXHIBIT 1

FIXED PAYMENT MOVING EXPENSE SCHEDULE

UNFURNISHED HOUSEHOLD UNITS

1 Room—$550	2 Rooms—$750	3 Rooms—$1,050
4 Rooms—$1,200	5 Rooms—$1,350	6 Rooms—$1,600

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1 Room Not furnished—$350	Each additional room not furnished—$50

By using the fixed rate method, the relocatee may move by any means available and no further documentation is required to be compensated according to the above schedule.

Reference: Fixed Moving Expense Schedule - Department of Transportation, June 22, 2012
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

CITY OF HIGH POINT
AGENDA ITEM

Title: **Lease of City Property – Main Street Parking Deck, 115 S. Main St.**

From: Sandy Dunbeck, Senior Vice President
High Point Economic Development Corp.

Meeting Date: 11-17-2014

Advertising Date: 11-07-2014

Public Hearing: No

Advertised By: City Attorney

Attachments: Proposed Lease Agreement

PURPOSE:

- The High Point Plaza Hotel, located at 135 S. Main St., seeks to lease the adjacent Main Street Parking Deck to better accommodate its business: to increase hotel overnight stays, to provide parking for new convention business, and to provide parking for guests of the hotel's potential new concept restaurant.
- The hotel seeks to lease the Main Street Parking Deck (for a five-year period with options to renew) for $2,000 per month, beginning no later than December 1, 2014.

BACKGROUND:

- The Main Street Parking Deck was built in the mid 1980's.
- There are 252 parking spaces – 169 spaces are currently reserved for hotel use. Under the terms of the lease, the other 83 spaces shall be reserved for public parking, the City's parking-space leases (see next item), and the potential development of the property at 101 S. Main St.
- The City currently has lease agreements with third parties for the use of 30 parking spaces in the Main Street Parking Deck. The hotel will honor the terms of the City leases, which will expire at various times through September, 2015. The City will not renew those parking-space leases at the Main Street Parking Deck when each expires, and instead the City will seek to move those leased parking spaces to the City's Broad Street Parking Deck.
- With the lease in effect, the hotel will continue to make upgrades to its facilities, and the hotel will also upgrade the Main Street Parking Deck.
- The City Manager's office and the City's Transportation Department have determined that leasing the Main Street Parking Deck under the terms of this lease agreement will cause no harm to the City or its citizens.

BUDGET IMPACT:

- The City will receive $24,000/year from the lease.

RECOMMENDATION / ACTION REQUESTED:

- The staff of the High Point Economic Development Corporation recommends that the City Council authorize the City Manager to execute the attached lease agreement.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF GUILFORD

THIS LEASE AGREEMENT ("Agreement" or "Lease") is entered into this the ___ day of _____, 2014, by and between the **CITY OF HIGH POINT** with its principal address at 211 South Hamilton Street, High Point, North Carolina ("City") and **HIGH POINT PLAZA HOTEL**, ("Hotel" or "Tenant") a Florida corporation authorized to do business in North Carolina, with its principal place of business located at 135 South Main Street, High Point, North Carolina (City and Tenant are each a "Party" and are collectively the "Parties").

RECITALS:

WHEREAS, Tenant desires to lease the parking deck owned by the City located at 115 South Main Street, High Point, North Carolina ("Parking Deck"); and

WHEREAS, City to promote economic development and to provide and advance opportunities for its citizens, desires that Tenant leases the Parking Deck to accommodate their business, High Point Plaza Hotel, ("Hotel") which is located at 135 South Main Street, High Point, North Carolina, and is adjacent to the Parking Deck; and

WHEREAS, Tenant has been approved to be a Radisson Flagship and has agreed to make upgrades to the hotel, estimated by the Tenant to be over $6 Million; and

WHEREAS, Tenant has already begun improvements to the hotel and the hotel's restaurant space, potentially to be operated by a known High Point Restaurateur; and

WHEREAS, City has determined that it will not have need of the Parking Deck, to the extent such would conflict with Tenant's use during the period of this Agreement; and

WHEREAS, City and Tenant desire to specify their rights and obligations with regard to the Tenant's lease of the Parking Deck pursuant to the provisions set forth in this Agreement;

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

WITNESSETH:

1. **PURPOSE OF LEASE.** The purpose of this Agreement is to allow Tenant to lease the Parking Deck for the purposes set forth herein and Tenant shall not use the Parking Deck for purposes other than those permitted in this Agreement. The Recitals are made a part of this Agreement.

2. **LEASE TERM**. This Agreement shall be for five (5) years beginning on the date first listed above as the date in which this Agreement was entered into ("Lease Term"). The Parties agree however, if Tenant is not in default hereunder, the Parties may renew this Agreement for

up to three (3) additional five (5) year terms, by mutually agreed terms, in writing and signed by both Parties. Tenant shall provide written notice of desire to renew the Agreement no less than thirty (30) days prior to the end of the initial five (5) year Lease Term.

3. **DEPOSITS WAIVED.** The City waives any and all deposits, including a deposit for security.

4. **PARKING SPACES AND RENTAL FEES.**

(a) The Hotel acknowledges that the City currently has lease agreements with third parties for parking spaces within the Parking Deck for the use of thirty (30) parking spaces. Hotel agrees to honor the support the terms of the City leases and said leases are ongoing and expire at different times, from present until September, 2015. City agrees to not renew said leases when each expires. Hotel will provide any and all parking cards or other necessary for City to honor the terms of its lease for these spaces.

(b) Of the 252 parking spaces available in the Parking Deck, The parties agree that 169 spaces will be available for the Hotel's use, while the remaining spaces will be available for public parking, City's leases as mentioned above, and potential future development of 101 S. Main Street Property. These 83 spaces shall be clearly identified and marked as agreed upon by the parties. The daily and hourly rates and the cash proceeds from public use shall be retained by the Hotel.

(c) The Hotel agrees to save harmless the City for any and all liability resulting from the negligent use of the facilities by the Hotel or its staff. The City is not responsible for damage, loss, theft, fire, etc. to any vehicle or its contents.

5. **LEASE FEES.** Tenant agrees to pay City a monthly rent of two-thousand dollars ($2,000) for the use of the Parking Deck. Beginning on or before December 1, 2014, Tenant shall pay, to City, a monthly sum of $2,000.00 and continuing on the first day of each month thereafter during the term of this Lease. Payment shall be made to the City of High Point and sent to the attention of the City of High Point Finance Director.

6. **CITY DUTIES AND OBLIGATIONS**. In addition to those duties otherwise set forth herein, City shall, at its own cost and expense:

(a) Ensure continuous service of all electrical, water and sewer utilities for the Parking Deck; and
(b) Maintain appropriate insurance coverage in an amount and kind determined to be necessary by the City as the owner of the property.

7. **TENANT DUTIES AND OBLIGATIONS.** In addition to those duties otherwise set forth herein Tenant shall, at its own cost and expense:

(a) Be responsible for all necessary maintenance and upkeep of the Parking Deck; and

(b) Obtain and provide proof of liability insurance of $1,000,000.00 combined single limit, per occurrence, in which City shall be named as an additional insured; and

(c) Make improvements and other capital investments for the Parking Deck including, without limitation:

(i) Improvements including monetary investments for security software upgrades, including but not limited to, gates, card readers, and cameras that will interface between the Parking Deck and the Hotel. The Tenant acknowledges that additional capital investments, relating to all improvements identified in this Agreement, of an unknown amount will be necessary to effectuate the terms of this Agreement; and

(ii) Repairs, maintenance and upkeep necessary to ensure safe and reliable function and usefulness of the elevators located within the Parking Deck.

(iii) Upgrade and repair the Parking Deck for operation and safety; and

(iv) Necessary maintenance of those improvements identified under subsections (c)(i), (c)(ii), and (c)(iii) of this section.

(d) Promptly report, in writing, to City any defective or dangerous condition known to it. Failure to promptly report such conditions shall make Tenant responsible for and liable to City for any liability incurred by the City by reason of such condition and may result in the default of this Lease; and

(f) At all times provide enough staff to safely operate the Parking Deck.

(g) Provide security for Parking Deck in a manner which is acceptable and approved by City.

(h) At its expense, shall maintain in good order the roof, foundation, structural supports, walls, common areas, plumbing, storm water and drainage systems, electric and any ventilation units existing within the Parking Deck during the Lease Term. City shall not be responsible for any repairs rendered necessary as a result of the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors.

8. **INDEMNIFICATION**. Tenant shall indemnify and hold the City, its managers, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, expenses, charges and damages, including but not limited to attorney and expert fees, arising from, or relating to: (a) any breach by the Tenant of any clause, term, or condition of this Agreement; (b) any breach or violation by the Tenant or its officers, employees, patrons, invitees, contractors and agents of any applicable criminal or civil law, rule or regulation, including tax and environmental laws; and (c) the negligence, reckless, or intentional acts or omissions of the Tenant, its officers, employees and agents. The obligations of this section shall survive the expiration or termination of this Agreement. The City is not responsible for damage, loss, theft, fire, vandalism, or the like of any of Tenant's patron's vehicles or contents of vehicles.

9. **PERMITTED USES**. The Parking Deck shall only be used in the manner for which it was designed and intended, and in accordance with: (i) terms of this Lease, (ii) all applicable federal, state and local laws and regulations; and (iii) customary and prudent standards for the operation of similar facilities. Any other use is strictly prohibited under this Agreement. Tenant

shall be liable to City for any damages caused by Tenant, its employees, agents, invitees or contractors for uses not permitted under this Agreement. Those actions required of Tenant pursuant to Section 6 of this Agreement shall be considered permitted uses under this Section.

10. **ALTERATIONS/FIXTURES.** All improvements made by Tenant to the Parking Deck, including those improvements required under Section 6 of this Agreement, shall be property of the City and remain City property at the end of the Lease Term. In addition, the Tenant shall have the right and privilege to make, at its own expense, ordinary repairs and alterations to the Parking Deck; provided, however, that no major alterations or changes of a structural nature shall be made without prior written consent of the City. Any equipment removed by the Tenant shall be immediately returned to the City at cost to the Tenant. The City accepts no responsibility for the placement, repair, maintenance or removal of trade fixtures, machinery, furniture, and equipment which Tenant places in the Parking Deck. Except as otherwise addressed herein, in the event Tenant desires to leave fixtures, machinery, furniture and/or equipment in the Parking Deck at the end of the termination or expiration of the Lease, Tenant shall first obtain written approval of such from City. In the event Tenant leaves personal property in the Parking Deck, said property will become the property of the City immediately upon date of termination or expiration of this Lease. In the event Tenant removes alterations, it shall do so at its own cost and expense and Tenant shall restore the Parking Deck to its condition at commencement of the term of this Lease, ordinary wear and tear excepted.

11. **HOLDOVER.** If the Tenant shall hold over and remain in possession of the Parking Deck after the expiration of the original term of this Lease or any extended term that may later be granted, such possession shall be as a month-to-month tenancy. During such month-to-month tenancy, rent shall be payable at 150% of the rate that was in effect during the last month of the preceding term and the provisions of the Lease shall be applicable.

12. **DEFAULT.** The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement:

(a) The failure of Tenant to pay, when due, any rent payable under this Lease Agreement.
(b) The failure of Tenant or City to perform timely any acts required of it in the performance of the Lease or otherwise to comply with any term or provision hereof.
(c) Any event where Tenant vacates, abandons, closes, or is otherwise no longer present as management of the hotel prior to the end of the Lease Term.

13. **EFFECTS OF DEFAULT.**

(a) Upon the occurrence of any event of default and the failure of Tenant or City to cure or remove same within fifteen (15) days after mailing, to addresses provided below, written notice of such default, the non-breaching party may, if it shall so elect, in addition to any other remedies available to it, terminate the term hereof upon written notice of termination to the other, and upon exercise of such election, the same shall be effective as of the date of the event of default; and

(b) The rights and remedies of Tenant and/or City above provided are not exclusive and shall be in addition to and not in lieu of any other rights and remedies available hereunder, at law or in equity, on account of default by the other party.

14. **INSPECTION.** The Tenant agrees that the City and its agents shall have the right to enter the Parking Deck at all reasonable times to examine the same to ensure that repairs and maintenance which Tenant is required to make under the Lease are being made. In addition City is permitted to show the Parking Deck to prospective purchasers or tenants; and the Tenant further agrees that during the ninety (90) days prior to the expiration of the term of this Lease, City shall have the right to place notices on the front of the said Parking Deck, or on any part thereof, offering the Parking Deck for lease or for sale.

15. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law). Jurisdiction for any dispute arising out of the terms of this Agreement shall be an appropriate State or Federal Court in Guilford County, North Carolina.

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

Notice to the City:

The City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27260

Notice to the Tenant:

_____
_____
_____

17. **CAPTIONS.** The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

18. **SEVERABILITY.** The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

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

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

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

22. **NO LIENS.** Tenant shall not cause to be filed or file any lien or encumbrance of any kind upon the Parking Deck.

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

24. **NO OPTION**. The submission of this Lease for examination does not constitute a reservation of or option for the Parking Deck and this Lease becomes effective as a lease only upon execution and delivery thereof by City and Tenant.

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

26. **COUNTERPARTS**. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

27. **ENTIRE AGREEMENT**. The terms of this Agreement represent the full and complete Agreement of the Parties. Any amendments or modifications to the terms of this Agreement must be set forth in writing and signed by the Parties.

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

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

HIGH POINT PLAZA HOTEL

By: _____

CITY of HIGH POINT

By: _____

City Manager

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract Extension 2014-002 Resurfacing (Bid 48-031914)

From: Keith Pugh, Engineering Services and Greg Hall. Public Services

Meeting Date: November 17, 2014

Public Hearing: N/A

Advertising Date: February 20, 2014

Advertised By: Purchasing Division

Attachments: None

PURPOSE:
As part of our regular maintenance of public roadways, the City of High Point entered into a resurfacing contract with Sharpe Brothers during April of 2014. Council is now being asked to approve change order number 3 to fully extend this contract to 100% beyond the original contract amount.

BACKGROUND:
The High Point City Council awarded the resurfacing contract to Sharpe Brothers on April 7, 2014 at the contract bid amount of $769,459.08. There were 5 bids received for this contract work. Two change orders have been approved since the original contract award for a total of $485,000. Public Services and Engineering Services would like to process an additional change order in the amount of $284,459.08 to fully extend this contract to the maximum amount allowed by the contract.

This proposed extension will allow the City to complete the resurfacing of Cedrow Drive from Pendleton Street to Scientific Street. We also plan to mill and resurface a portion of Woodrow Avenue following the completion of the water line construction on this street. The remainder of the resurfacing funds will be used to mill, adjust and resurface streets currently identified on the city's priority listing.

BUDGET IMPACT:
This change order completes our ability to extend this contract. Funding is available in: 101721 527205

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department and the Engineering Services Department recommend and ask the Council to approve this contract extension, change order number 3 for the existing resurfacing contract with Sharpe Brothers in the amount of $284,459.08.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent (ROI) for Street Abandonment Case 14-08** (Cedrow Drive)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date/ Advertised By: Not applicable

Attachments:
A. Resolution of Intent (ROI) for Street Abandonment Case 14-08
B. Map of right-of-way proposed to be abandoned

PURPOSE:
Approval of a Resolution of Intent that establishes a public hearing date of December 15, 2014, to consider a request to abandon excess right-of-way lying along the north side of Cedrow Drive, between Runyon Drive and Twain Avenue.

BACKGROUND:
Resolution of Intent for Street Abandonment Case 14-08 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, December 15, 2014 to hear this request.

Publish four (4) consecutive weeks: **November 21 & 28 and December 5 & 12, 2014**

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(Case # SA14-08)

WHEREAS, the City Council has been petitioned to abandon the following right-of-way: Excess right-of-way lying along the north side of Cedrow Drive, between Runyon Drive and Twain Avenue.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, December 15, 2014, at 6:15 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

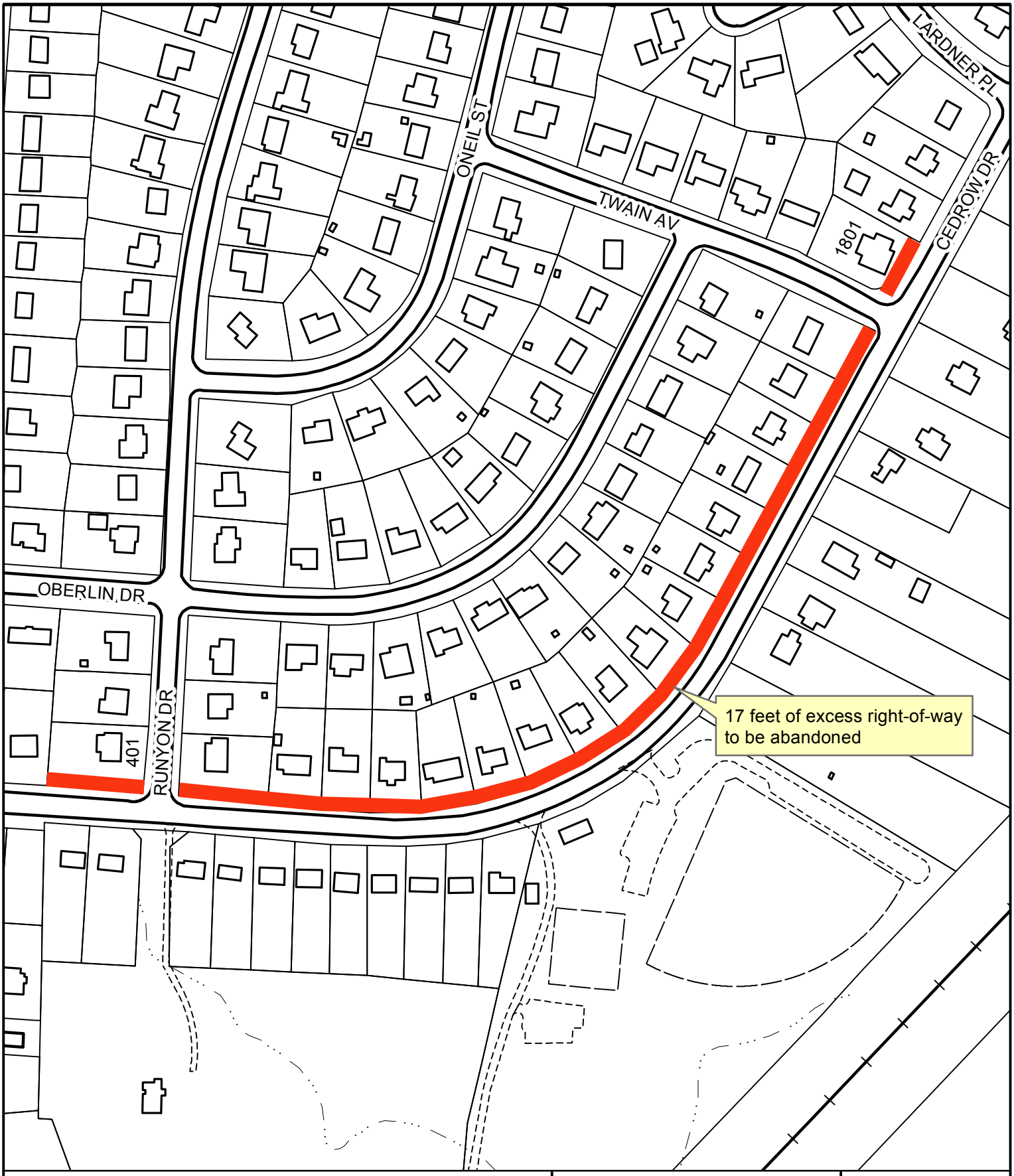
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By Order of the City Council
This the 17th day of November, 2014.

Lisa B. Vierling, City Clerk

Petition Submitted By: Technical Review Committee



STREET ABANDONMENT REQUEST SA14-08

Applicant: City of High Point

Area: 0.72 acre

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: November 4, 2014

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2014/pz/sa14-08.mxd

CITY OF HIGH POINT
AGENDA ITEM

Title: Accepting Ownership of Oakwood Cemetery (Private)

From: Bob Morgan, Interim Assistant City Manager

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date / NA

Advertised By:

Attachments: Map

PURPOSE: Charlie Dye owner of the private portion of Oakwood Cemetery has expressed an interest in transferring ownership of property associated with Oakwood Cemetery to the City. The Comprehensive Planning Committee is recommending to the City Council that the City of High Point accept this transfer of ownership.

BACKGROUND: During conversations with Charlie Dye about maintenance of his portion of Oakwood Cemetery, he expressed an interest in transferring ownership of his cemetery properties in High Point to the City. He indicated he would transfer 5 parcels of property to the City: two at Oakwood Cemetery and three at Green Hill Cemetery. In addition to the properties, the City would be given the cemetery trust fund of $93,542. Mr. Dye wanted to retain ownership of the equipment at the cemetery. City staff indicated it was not interested in the equipment due to age and condition.

The private portion of Oakwood Cemetery is similar in size to the City's portion. Therefore, additional personnel and equipment will be necessary in order to maintain the consolidated cemetery at today's City standards. In addition, it is anticipated that repairs are necessary on the mausoleum and roads in the private portion.

BUDGET IMPACT: Additional funds will be necessary in the 2015-16 Annual Budget to maintain the consolidated cemetery.

RECOMMENDATION / ACTION REQUESTED: The Comprehensive Planning Committee recommends to Council to authorize the City Manager to negotiate an agreement with Mr. Charlie Dye to transfer his cemetery properties in High Point to the City.

OAKWOOD CEMETERY
APPROXIMATE BOUNDARIES OF
PUBLIC & PRIVATE SECTIONS
TOTAL ACREAGE: 29.34 +/- AC

OAKWOOD CEMETERY (PRIVATE)
14.84 +/- ACRES

OAKWOOD CEMETERY (CITY)
14.5 +/- ACRES

OAKWOOD CEMETERY
OFFICE (CITY)

MONTLIEU AV.
NORTH HAMILTON STREET
E RAY AV.
W RAY AV.
OAKLAND PL.
STEELE ST.
FORREST ST.
MINT AV.
HAWTHORNE AV.

CITY OF HIGH POINT
ENGINEERING SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3294
FAX (336) 883-4116

REV.	DATE	DESCRIPTION	BY

DATE	NOVEMBER 2014
DESIGNED	JKF
DRAWN	JKF
CHECKED	JSD
SCALE	N.T.S.

EXHIBIT DRAWING FOR

OAKWOOD CEMETERY

PARCEL CONVEYANCE TO
THE CITY OF HIGH POINT

HIGH POINT - GUILFORD COUNTY - N.C.

SHEET NO.
1
OF 1

PLOT DATE AND FILE: 11-06-14 Y:\drawings\projects\2476\oakwood - greenhill cemetary.dwg

CITY OF HIGH POINT
ENGINEERING SERVICES
DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

BY	DATE	DESCRIPTION
	NOVEMBER 2014	
	DESIGNED JKF	
	DRAWN JKF	
	CHECKED JSD	
	SCALE N.T.S.	

EXHIBIT DRAWING FOR

GREENHILL CEMETERY

PARCEL CONVEYANCE TO
THE CITY OF HIGH POINT
HIGH POINT - GUILFORD COUNTY - N.C.

SHEET NO. 1 OF 1

PLOT DATE AND FILE: 11-07-14 Y:\drawings\projects\2476\greenhill cemetery-REVISED.dwg

2014 GENERAL ELECTION
DATE
ABSTRACT OF VOTES
FOR
GUILFORD COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the clerk of superior court for the county and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 14th day of November, 2014.

Kathryn Lindley
Chairman

D G Wren
Secretary

Dorothy K. Kearns
Member

This day personally appeared before me, Kathryn Lindley, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 14th day of November, 2014.

Sherrie C Brewer
Official Signature of Notary Public

Sherrie C Brewer
Printed/Typed Name of Notary Public

My Commission Expires: January 26, 2016

SHERRIE C. BREWER
NOTARY PUBLIC
My Commission Expires
January 26 2016
RANDOLPH COUNTY

(Seal)

	0017_ARCHDALE COUNCIL WARD 4				0018_HIGH POINT MAYOR					
	Lewis	W. Dorsett	WRITE-IN	OVER VOTES	UNDER VOTES	Bill Bencini	Marcus Brandon	Jimmy Scott	WRITE-IN	OVER VOTES	UNDER VOTES
Absentee/Curb/Prov 3	0	0	0		36	27	6	0	0	6
TOTALS	62	1	0	26	14310	9304	2293	133	0	2342

	0019_HIGH POINT COUNCIL AT-LG											0020_HIGH POINT COUNCIL WARD 1 CITY CNCL H1					
	Laimer	Alexander	Reid A.	D. Chahal	Cynthia (Cindy) Davis	Michael A. Holmes	Britt W. Moore	Orrick Quick	David Rosen	Edward (Ed) Squires, Jr.	WRITE-IN	OVER VOTES	UNDER VOTES	Willie Davis	Jeff Golden	Jo Williams	WRITE-IN	OVER VOTES	UNDER VOTES
FR2 FR2	316	128		339	133	157	62	123	65	4	0	553							
H01 H01	90	86		183	64	76	109	50	139	1	0	312							
H02 H02	207	46		218	45	269	72	127	91	1	0	266							
H03 H03	79	55		115	57	64	145	47	136	4	0	298							
H04 H04	134	99		188	63	161	162	63	202	3	0	437							
H05 H05	90	98		159	54	65	329	32	283	4	0	380							
H06 H06	215	186		325	152	140	239	148	240	3	0	534							
H07 H07	43	52		83	29	46	239	18	189	2	0	306							
H08 H08	24	24		64	19	28	135	11	107	0	0	234							
H09 H09	40	57		90	40	69	276	21	273	5	0	315	46	121	73	2	0	19	
H10 H10	90	85		124	57	118	665	33	459	2	0	329	201	583	161	1	0	35	
H11 H11	96	73		129	45	66	418	18	291	4	2	332	179	378	121	2	0	57	
H12 H12	109	68		147	46	113	99	73	114	3	0	284							
H13 H13	332	43		241	40	436	144	349	53	8	0	302							
H14 H14	443	30		240	15	489	76	294	21	3	0	257							
H15 H15	230	61		280	47	284	107	165	110	4	0	348							
H16 H16	212	31		202	33	284	59	209	55	2	0	237							
H17 H17	112	64		141	40	80	146	31	119	1	0	214	103	211	79	1	0	80	
H18 H18	154	100		196	77	151	355	58	269	2	0	334	166	451	145	2	0	84	
H19A H19A	60	75		129	62	51	302	34	243	5	0	239	119	309	130	1	0	41	
H19B H19B	159	49		165	46	97	75	58	66	5	0	214	58	181	122	1	0	105	
H20A H20A	188	60		246	43	194	81	72	73	2	0	239							
H20B H20B	208	80		224	50	194	64	90	60	2	0	284							
H21 H21	215	55		264	53	257	58	96	74	6	0	274							
H22 H22	158	44		186	27	170	68	53	61	2	0	237							
H23 H23	266	43		300	39	354	57	80	55	1	0	277							
H24 H24	381	88		509	76	446	137	227	132	8	0	510							
H25 H25	671	136		664	116	791	162	376	167	6	0	745							
H26 H26	342	100		376	92	345	90	162	119	1	0	509							
H27-A H27	332	145		393	125	261	115	221	168	6	0	660							
H27-B H27	224	53		271	64	162	60	143	92	3	0	396							
H28 HP	282	147		464	116	221	158	188	206	6	0	584							
H29A HP	170	117		272	100	126	88	92	138	6	0	475							
H29B HP	166	190		316	161	138	102	103	120	2	0	538							
JAMS JAMS	1	0		1	1	2	0	2	0	0	0	9							
SDRI SDRI	373	127		447	146	228	103	344	106	1	0	747							
Absentee/Curb/Prov 1	1	0		1	1	0	0	0	1	0	0	6							
Absentee/Curb/Prov 2	5	0		2	1	2	10	2	9	0	0	14							

	0019_HIGH POINT COUNCIL AT-LG											0020_HIGH POINT COUNCIL WARD 1 CITY CNCL H1					
	Latimer Alexander	Regina D. Chahal	Cynthia (Cindy) Davis	Michael A. Holmes	Britt W. Moore	Orrick Quick	David Rosen	Edward (Ed) Squires, Jr.	WRITE-IN	OVER VOTES	UNDER VOTES	Willie Davis	Jeff Golden	Jo Williams	WRITE-IN	OVER VOTES	UNDER VOTES
Absentee/Curb/Prov 3	17	5	21	3	24	18	9	14	0	0	39	8	10	9	0	0	4
TOTALS	7297	2900	8715	2378	7159	5585	4222	5120	118	2	13268	880	2244	840	10	0	425

	0021_HIGH POINT COUNCIL WARD 2 CITY CNCL H2					0022_HIGH POINT COUNCIL WARD 3 CITY CNCL H3					0023_HIGH POINT COUNCIL WARD 4 CITY CNCL H4				
	Jerry Mingo	Chris Williams	WRITE-IN	OVER VOTES	UNDER VOTES	Alyce Hill	Judith P. Judy (Judy) Mendenhall	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Bronnert	Jay W. Wagner	WRITE-IN	OVER VOTES	UNDER VOTES
01 H01						305	160	3	0	87					
02 H02						381	233	2	0	85					
03 H03						302	137	3	0	58					
04 H04						447	207	3	0	99					
05 H05	297	347	1	0	102										
06 H06	363	501	4	0	223										
07 H07	217	223	1	0	63										
08 H08	114	141	0	0	61										
09 H09	126	161	1	0	41										
12 H12	202	218	1	0	110										
13 H13															
14 H14											142	699	1	0	132
15 H15						614	263	1	0	56					
16 H16											149	509	1	0	159
20A H20A											122	436	1	0	103
21 H21											148	333	1	0	117
22 H22											184	366	1	0	125
AMS JAMS	2	1	0	0	5						161	238	1	0	103
bsentee/Curb/Prov 2	7	4	0	0	2	5	2	0	0	3					
bsentee/Curb/Prov 3	2	1	0	0	0						1	5	0	0	1
OTALS	1330	1670	8	0	607	2054	1002	12	0	388	907	2586	6	0	740

	0024_HIGH POINT COUNCIL WARD 5 CITY CNCL H5					0025_HIGH POINT COUNCIL WARD 6 CITY CNCL H6					375_NC CONSTITUTIONAL AMENDMENT				0026_GUILFORD COUNTY SALES AND USE TAX			
	Jim Davis	Robert D. Sims	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Coley	Jason Ewing	WRITE-IN	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES
CG1 CG1											607	513	0	69	523	614	0	22
CG2 CG2											641	414	0	77	493	617	0	22
CG3A CG3A											579	402	0	65	486	540	0	20
CG3B CG3B											830	620	0	88	730	790	0	18
FEN1 FEN1											620	1136	0	81	861	937	0	39
FEN2 FEN2											619	432	0	73	433	668	0	23
FR1 FR1											690	735	0	78	586	873	0	44
FR2 FR2											717	502	0	79	569	733	0	26
FR3 FR3						232	407	1	0	300	423	354	0	59	359	462	0	15
FR4 FR4											467	321	0	56	351	474	0	19
FR5A FR5											507	384	0	64	380	553	0	22
FR5B FR5											368	324	0	29	257	455	0	9
G01 G01											189	250	0	30	212	240	0	17
G02 G02											220	189	0	23	169	258	0	15
G03 G03											280	551	0	51	421	420	0	41
G04 G04											248	439	0	61	318	376	0	54
G05 G05											215	521	0	38	398	344	0	32
G06 G06											203	573	0	33	450	339	0	20
G07 G07											309	347	0	57	266	414	0	33
G08 G08											371	566	0	71	378	579	0	51
G09 G09											375	633	0	72	410	635	0	35
G10 G10											459	692	0	56	463	719	0	25
G11 G11											396	361	0	56	520	275	0	18
G12 G12											272	268	0	52	357	211	0	24
G13 G13											370	381	0	38	469	312	0	8
G14 G14											426	298	0	67	488	280	0	14
G15 G15											429	337	0	56	484	318	0	20
G16 G16											595	350	0	83	568	443	0	17
G17 G17											557	420	0	64	529	490	0	22
G18 G18											516	291	0	72	477	383	0	19
G19 G19											527	279	0	76	499	363	0	20
G20 G20											759	504	0	113	722	631	0	23
G21 G21											942	729	0	105	878	865	0	34
G22 G22											700	383	0	90	617	539	0	17
G23 G23											367	326	0	42	319	406	0	10
G24 G24											281	277	0	30	300	279	0	9
G25 G25											462	422	0	52	418	498	0	20
G26 G26											568	764	0	44	646	713	0	17

	0024_HIGH POINT COUNCIL WARD 5 CITY CNCL H5					0025_HIGH POINT COUNCIL WARD 6 CITY CNCL H6					375_NC CONSTITUTIONAL AMENDMENT				0026_GUILFORD COUNTY SALES AND USE TAX			
	Jim Davis	Roger D. Sims	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Corey	Jason Ewing	WRITE-IN	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES
G27 G27																		
G28 G28											918	697	0	101	760	921	0	35
G29 G29											306	291	0	33	294	327	0	9
G30 G30											338	353	0	50	307	414	0	20
G31 G31											548	402	0	77	435	580	0	12
G32 G32											472	346	0	38	423	428	0	5
G33 G33											958	581	0	114	665	766	0	22
G34 G34											665	389	0	88	618	499	0	25
G35 G35											739	465	0	89	667	600	0	26
G36 G36											503	286	0	47	470	355	0	11
G37 G37											532	409	0	66	529	457	0	21
G38 G38											469	468	0	66	448	526	0	27
G39 G39											646	570	0	79	632	643	0	20
G40A1 G40A1											393	338	0	55	387	378	0	21
G40A2 G40A2											494	368	0	49	449	449	0	13
G40B G40B											374	250	0	45	369	286	0	14
G41A G41											447	297	0	49	358	421	0	14
G41B G41											352	317	0	49	297	409	0	12
G42A G42											511	397	0	65	397	555	0	21
G42B G42											621	487	0	66	503	645	0	26
G43 G43											221	105	0	75	261	126	0	14
G44 G44											447	508	0	46	409	569	0	23
G45 G45											295	387	0	45	383	309	0	35
G46 G46											162	389	0	27	197	346	0	35
G47 G47											316	645	0	47	442	529	0	37
G48 G48											356	449	0	60	508	327	0	25
G49 G49											527	525	0	71	640	460	0	23
G50 G50											175	216	0	24	182	225	0	8
G51 G51											339	507	0	55	286	583	0	32
G52 G52											324	383	0	40	266	461	0	20
G53 G53											267	575	0	48	431	433	0	26
G54 G54											369	901	0	44	631	663	0	20
G55 G55											397	594	0	36	427	571	0	29
G56 G56											359	759	0	51	542	606	0	21
G57 G57											276	457	0	45	349	402	0	27
G58 G58											322	572	0	37	394	517	0	20
G59 G59											283	401	0	37	287	405	0	29
G60 G60											260	365	0	38	282	360	0	21
											335	324	0	31	274	395	0	21

	0024_HIGH POINT COUNCIL WARD 5 CITY CNCL H5					0025_HIGH POINT COUNCIL WARD 6 CITY CNCL H6					1375_NC CONSTITUTIONAL AMENDMENT				0026_GUILFORD COUNTY SALES AND USE TAX			
	Jim Davis	Robert D. Sykes	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Corey	Jason Ewing	WRITE-IN	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES
G61 G61											332	472	0	38	360	459	0	23
G62 G62											284	332	0	30	294	336	0	16
G63 G63											400	395	0	42	358	466	0	13
G64 G64											403	526	0	39	378	573	0	17
G65 G65											532	481	0	58	475	571	0	25
G66 G66											584	502	0	76	519	628	0	15
G67 G67											123	230	0	25	143	220	0	15
G68 G68											145	320	0	6	151	315	0	5
G69 G69											331	589	0	37	495	450	0	32
G70 G70											261	529	0	48	394	413	0	31
G71 G71											323	556	0	72	391	510	0	50
G72 G72											318	618	0	62	444	506	0	48
G73 G73											261	480	0	63	388	381	0	35
G74 G74											364	776	0	93	578	593	0	62
G75 G75											253	611	0	52	462	418	0	36
GIB GIB											610	478	0	56	366	751	0	27
GR GR											601	435	0	81	363	730	0	24
H01 H01											219	285	0	51	170	351	0	34
H02 H02											395	259	0	47	243	432	0	26
H03 H03											224	226	0	50	139	320	0	41
H04 H04											362	351	0	74	241	498	0	48
H05 H05											275	425	0	63	235	484	0	44
H06 H06											555	609	0	77	489	712	0	40
H07 H07											192	255	0	57	157	297	0	50
H08 H08											105	169	0	49	80	196	0	47
H09 H09											200	320	0	73	187	339	0	67
H10 H10											327	582	0	72	318	611	0	52
H11 H11											264	402	0	71	249	436	0	52
H12 H12											242	250	0	36	210	295	0	23
H13 H13											581	318	0	75	493	462	0	19
H14 H14											563	291	0	80	456	451	0	27
H15 H15											425	339	0	54	324	469	0	25
H16 H16											307	255	0	40	298	351	0	13
H17 H17											292	242	0	40	196	254	0	24
H18 H18											359	412	0	77	281	515	0	52
H19A H19A											231	333	0	36	192	385	0	23
H19B H19B											239	178	0	50	208	239	0	20
H20A H20A											298	262	0	39	210	371	0	18

	0024_HIGH POINT COUNCIL WARD 5 CITY CNCL H5					0025_HIGH POINT COUNCIL WARD 6 CITY CNCL H6					1375_NC CONSTITUTIONAL AMENDMENT				0026_GUILFORD COUNTY SALES AND USE TAX			
	Jim Davis	Roger D. Sims	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Corey	Jason Ewing	WRITE-IN	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES
H20B H20B																		
H21 H21						223	233	1	0	171	345	232	0	51	223	387	0	18
H22 H22											359	268	0	49	240	414	0	22
H23 H23	529	124	1	0	82						259	206	0	38	165	318	0	20
H24 H24	868	227	1	0	166						403	274	0	59	274	445	0	17
H25 H25	1054	9[illegible]	2	0	346						659	500	0	101	460	773	0	27
H26 H26											993	812	0	127	658	1236	0	38
H27-A H27	670	[illegible]	0	0	282	227	596	5	0	240	582	419	0	67	402	635	0	31
H27-B H27	412	139	2	0	181						614	505	0	94	457	719	0	37
H28 HP											359	332	0	43	241	468	0	25
H29A HP						317	581	2	0	286	666	655	0	84	508	862	0	35
H29B HP						208	348	5	0	231	374	469	0	62	339	536	0	30
JAM1 JAM1						235	377	5	0	301	442	449	0	60	347	576	0	28
JAM2 JAM2											830	621	0	107	657	868	0	33
JAM3 JAM3											477	420	0	67	349	587	0	28
JAM4 JAM4											583	437	0	67	463	603	0	21
JAM5 JAM5											704	452	0	77	465	750	0	18
JEF1 JEF1											355	236	0	36	172	442	0	13
JEF2 JEF2											575	633	0	71	482	777	0	20
JEF3 JEF3											499	584	0	45	425	682	0	21
JEF4 JEF4											640	1248	0	55	1036	887	0	20
MON1 MON1											399	441	0	38	345	518	0	15
MON2A MON2											440	587	0	74	420	657	0	34
MON2B MON2											562	716	0	68	508	810	0	28
MON3 MON3											349	489	0	33	358	499	0	14
NCGR1 NCGR1											1093	906	0	102	792	1278	0	31
NCGR2 NCGR2											936	669	0	115	672	1024	0	24
NCLAY1 NCLAY1											584	435	0	80	374	703	0	22
NCLAY2 NCLAY2											734	649	0	81	582	854	0	28
NDRI NDRI											372	312	0	50	254	466	0	16
NMAD NMAD											600	493	0	56	309	822	1	17
NWASH NWASH											477	460	0	69	331	656	0	19
OR1 OR1											349	251	0	49	211	422	0	16
OR2 OR2											1022	754	0	124	567	1307	0	26
PG1 PG1											635	601	0	78	416	877	0	21
PG2 PG2											393	428	0	52	306	549	0	18
RC1 RC1											740	605	0	108	486	936	0	31
RC2 RC2											760	681	0	78	570	912	0	37
											847	811	0	101	649	1077	0	33

	0024_HIGH POINT COUNCIL WARD 5 CITY CNCL H5					0025_HIGH POINT COUNCIL WARD 6 CITY CNCL H6					0375_NC CONSTITUTIONAL AMENDMENT				0026_GUILFORD COUNTY SALES AND USE TAX			
	Jim Davis	Roger D. Sims	WRITE-IN	OVER VOTES	UNDER VOTES	Jim Corey	Jason Ewing	WRITE-IN	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES	For	Against	OVER VOTES	UNDER VOTES
SCLAY SCLAY																		
SDRI SDRI	413	160	1	0	288	131	194	1	0	123	562	434	0	90	310	734	0	22
SF1 SF1											1171	897	0	196	848	1344	1	71
SF2 SF2											933	663	0	106	616	1062	0	24
SF3 SF3											469	389	0	57	297	598	0	20
SF4 SF4											798	577	0	99	570	870	0	34
SMAD SMAD											1040	837	0	134	765	1196	0	50
STOK STOK											596	571	0	69	458	756	0	22
SUM1 SUM1											961	817	0	120	517	1347	0	34
SUM2 SUM2											448	570	0	46	443	602	0	19
SUM3 SUM3											354	449	0	44	293	533	0	21
SUM4 SUM4											339	243	0	50	213	408	0	11
SWASH SWASH											567	394	0	86	332	690	0	25
Absentee/Curb/Prov 1											254	167	0	28	122	322	0	5
Absentee/Curb/Prov 2						1	1	0	0	3	151	175	1	62	184	174	0	33
Absentee/Curb/Prov 3	13	5	0	0	4	1	3	0	0	4	99	113	0	29	96	108	2	15
Absentee/Curb/Prov 4											57	39	0	19	44	64	0	7
TOTALS	3955	1426	7	0	1349	1575	2740	20	0	1659	7	6	0	1	6	7	0	1
											77959	76538	1	10482	68735	91962	4	427[illegible]

	0027 HIGH POINT CHARTER AMENDMENT			
	For	Against	OVER VOTES	UNDER VOTES
FR2 FR2	578	219	0	113
H01 H01	311	186	0	58
H02 H02	491	166	0	44
H03 H03	286	162	0	52
H04 H04	446	238	0	72
H05 H05	373	315	0	59
H06 H06	627	367	0	97
H07 H07	253	191	0	60
H08 H08	144	125	0	54
H09 H09	277	244	0	72
H10 H10	486	427	0	68
H11 H11	389	270	0	78
H12 H12	304	183	0	41
H13 H13	706	207	0	61
H14 H14	701	163	0	70
H15 H15	557	208	0	53
H16 H16	451	168	0	43
H17 H17	268	163	0	43
H18 H18	475	296	0	77
H19A H19A	358	205	0	37
H19B H19B	287	124	0	56
H20A H20A	404	156	0	39
H20B H20B	404	165	0	59
H21 H21	471	152	0	53
H22 H22	328	132	0	43
H23 H23	511	178	0	47
H24 H24	810	330	0	117
H25 H25	1255	502	0	160
H26 H26	687	286	0	85
H27-A H27	779	305	0	129
H27-B H27	469	195	0	70
H28 HP	773	306	0	107
H29A HP	480	229	0	83
H29B HP	560	254	0	104
JAM5 JAM5	6	1	0	1
SDRI SDRI	848	293	0	176
Absentee/Curb/Prov 1	1	0	0	2
Absentee/Curb/Prov 2	7	13	0	3

	0027_HIGH POINT CHARTER AMENDMENT			
	For	Against	OVER VOTES	UNDER VOTES
Absentee/Curb/Prov 3	49	20	0	6
TOTALS	17606	8164	0	2592

DW

11-17-2014 HPCC

TowerCom

11/13/14

City of High Point Department of Planning and Development
Attn: Mr. Herbert K. Shannon, Jr., Senior Planner
PO Box 230
High Point, NC 27261

Mr. Shannon:

Please find attached a statement on the siting and operation of the proposed TowerCom tower facility at 3929 Johnson St (Tabernacle Baptist Church). This statement is provided in demonstrate that the site has been located and designed in harmony with the surrounding area. Furthermore we have received approvals (attached) from and will comply with all applicable state and federal regulations for the construction and operation of the tower. It is our sincere hope that the proposed tower be approved so that we may improve the quality of and access to wireless services in the area.

For well over year, TowerCom has diligently worked with its site acquisition company and team of engineers to identify the site that will fit well with and be in harmony with the surrounding area. That effort was doubled with an independent third party review by T-Mobile's agents to canvas the area proximate to and along Johnson St., in addition to any potential existing structures within the target area. They both definitively came to the same conclusion that no other property could be identified, with or without a willing landlord, which reasonably achieves T-Mobile's engineered coverage plan while also meeting all requirements of the ordinance better than this site. No other property exists in this service area that achieves the level of natural screening and distance from residences better than the proposed site. We the applicants firmly believe that we have identified, designed and brought before you the best possible solution to meet T-Mobile's coverage needs in this area and those of future carriers in the vicinity of this site.

As part of our due-diligence, TowerCom has successfully obtained approvals from the FAA (Federal Aviation Administration), FCC (Federal Communications Commission), NC Division of US Fish and Wildlife Service, NC State Historic Preservation Office (SHPO) and various Native American tribes. TowerCom commits to constructing and operating the site in compliance with these authorities and our lease agreements require that our carrier tenants also adhere to these regulations and operating standards.

If you would like any additional information please contact me directly to discuss via email at gdavis@towercomenterprises.com

Kind Regards,

George Davis
SVP & Managing Partner
TowerCom

attachments

{SK013621.DOCX }

FCC Environmental Compliance Checklist

Site Name: Johnson St.
ECA Project No.: Q1086
Date: October 27, 2014

YES	NO		
____	X	1.	Will the facility be located in an officially designated wilderness area?
____	X	2.	Will the facility be located in an officially designated wildlife preserve?
____	X	3.	Will the facility affect federally listed, threatened or endangered species or designated critical habitats?
____	X	4.	Is the facility likely to jeopardize the continued existence of any federally proposed endangered or threatened species or likely to result in the destruction or adverse modification of proposed critical habitats?
____	X	5.	Will the facility affect districts, sites, buildings, structures, objects, or other cultural resources listed, or eligible for listing, in the National Register of Historic Places?
____	X	6.	Will the facility affect Indian religious sites?
____	X	7.	Will the facility be located in a 100-year floodplain?
____	X	8.	Will the construction of the facility involve a significant change in surface features (e.g., wetland fill, deforestation, or water diversion)?
____	X	9.	Will the antenna or tower and/or supporting structure be equipped with high intensity white lights and be located in or near a residential neighborhood, as defined by the applicable zoning law?
____	X	10.	Will the proposed facility fall within the categories listed in Table 1 of Section 1.1307(b) and cause exposure of workers or general public to levels of radio-frequency radiation in excess of the limits in Section 1.1310?
____	X	11.	In accordance with the Environmental Notification Procedures for Antenna Structure Registration (ASR) contained within 47 CFR 17.4, is ASR required or was an ASR application voluntarily submitted? [OR] If required or voluntarily submitted, has the FCC determined that additional environmental review is required prior to granting Antenna Structure Registration for the proposed facility?

IF ALL THE QUESTIONS ABOVE WERE ANSWERED "NO", NO FURTHER ACTION IS REQUIRED FOR FCC ENVIRONMENTAL PURPOSES.

PROJECT MANAGER

REVIEWED BY

ENVIRONMENTAL SERVICES, INC.
7220 Financial Way, Suite 100
Jacksonville, FL 32256

Phone 904-470-2200 * Fax 904-470-2112

www.environmentalservicesinc.com

31 October 2014

Mr. George Davis
TowerCom, LLC
5611 NC Hwy 55, Suite 201
Durham, North Carolina 27713

RE: Johnson Street Tower Site
Guilford County, North Carolina

Dear George:

ESI has reviewed the files forwarded to us for the Johnson Street tower site in Guilford County, North Carolina regarding compliance with FCC and NEPA criteria Title 47 CFR, Part I, Subpart I Section 1.1301-1309.

Environmental Corporation of America conducted the assessment and prepared the report which addresses all of the NEPA factors. ESI concurs with ECA's findings on all the items on the FCC-NEPA checklist as having no impacts. Consequently, no Environmental Assessment will be required.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.

Rhodes Robinson
Chief Executive Officer

BAA/smc/SJ13395.06.johnsonstreetsitereview.doc
S;pf103114f

AUG 14 2014

Communications Tower Review Form

For North Carolina HPO Use Only

CT 14 - 1816

I. Applicant Information:

Preparer/Company: Environmental Corporation of America

Address: 1375 Union Hill Industrial Court, Alpharetta, GA 3004

Phone/Fax/E-mail: P: 770-667-2040 x.112 F: 667-2041 iris.avila@eca-usa.com

II. Tower Information: (Attach copy of USGS map or photocopy of quad on reverse, include 1 and 2 mile radius around site)

_x_ Raw Land (New) ____ Co-Location Applicant's Identification # _____

Address: 3929 Johnson Street, High Point

County: Guilford FCC Registration No. _____

Tower type and height: Monopole Tower Quad Name: Kernersville, NC (1969, revised 1994)
165 feet (170 ft. overall height)

III. Identification of Historic Properties

List sites by site number and status: NR = National Register listed; SL = Study List; DOE = Determination of Eligibility
LD = Local Designation; UA = Unassessed

Archaeology

# of recorded sites in immediate area of tower: 0

Architecture

# of recorded sites within 1/2-mile radius: 0

IV. Additional Information/Investigation Needed

No Survey

____ Testing of sites _____

Recommended by/on: DAH 8/15/14
(Office of State Archaeology)

____ Photo Reconnaissance

____ Balloon Test

Recommended by/on: ok
(Survey & Planning Branch)

V. Recommendations/Final Determination:

____ Recommendations for additional work are shown above.

K The proposed communication tower will NOT affect historic properties in the area of potential effect.

Renee Gledhill-Earley

Renee Gledhill-Earley, Environmental Review Coordinator

8.26.14
Date

cc: FCC

February, 2001

AUG 15 2014

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION

OWNER: TowerCom IV, LLC

FCC Registration Number (FRN): 0017679473

ATTN: George Davis **TowerCom IV, LLC** **5611 NC Highway 55, Suite 201** **Durham, NC 27713**	**Antenna Structure Registration Number** **1293600** **Issue Date** **10/27/2014**
Location of Antenna Structure **3929 Johnson Street** **High Point, NC 27265** **County: GUILFORD**	**Ground Elevation (AMSL)** **274.4 meters** **Overall Height Above Ground (AGL)** **51.5 meters**
Latitude **36° 01' 24.4" N** **Longitude** **080° 01' 14.4" W** **NAD83**	**Overall Height Above Mean Sea Level (AMSL)** **325.9 meters**
Center of Array Coordinates **N/A**	**Type of Structure** **MTOWER** **Monopole**
Painting and Lighting Requirements: **FAA Chapters NONE** **Conditions:**	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to http://wireless.fcc.gov/antenna. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

FCC 854R

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

Posting the Registration Number: The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).

Inspecting lights and equipment: The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

Reporting outages and malfunctions: When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

Maintaining assigned painting: The antenna structure must be repainted as often as necessary to maintain good visibility.

Complying with environmental rules: If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

Updating information: The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

You can find additional information at *[insert link]* or by calling (877) 480-3201 (TTY 717-338-2824).

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ASO-8762-OE

Issued Date: 09/08/2014

George Davis
TowerCom
5611 NC HWY 55
Suite 201
Durham, NC 27713

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Johnson Street
Location:	High Point, NC
Latitude:	36-01-24.37N NAD 83
Longitude:	80-01-14.24W
Heights:	900 feet site elevation (SE)
	169 feet above ground level (AGL)
	1069 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/08/2016 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ASO-8762-OE.

Signature Control No: 226258939-228868345 (DNE)
Angelique Eersteling
Technician

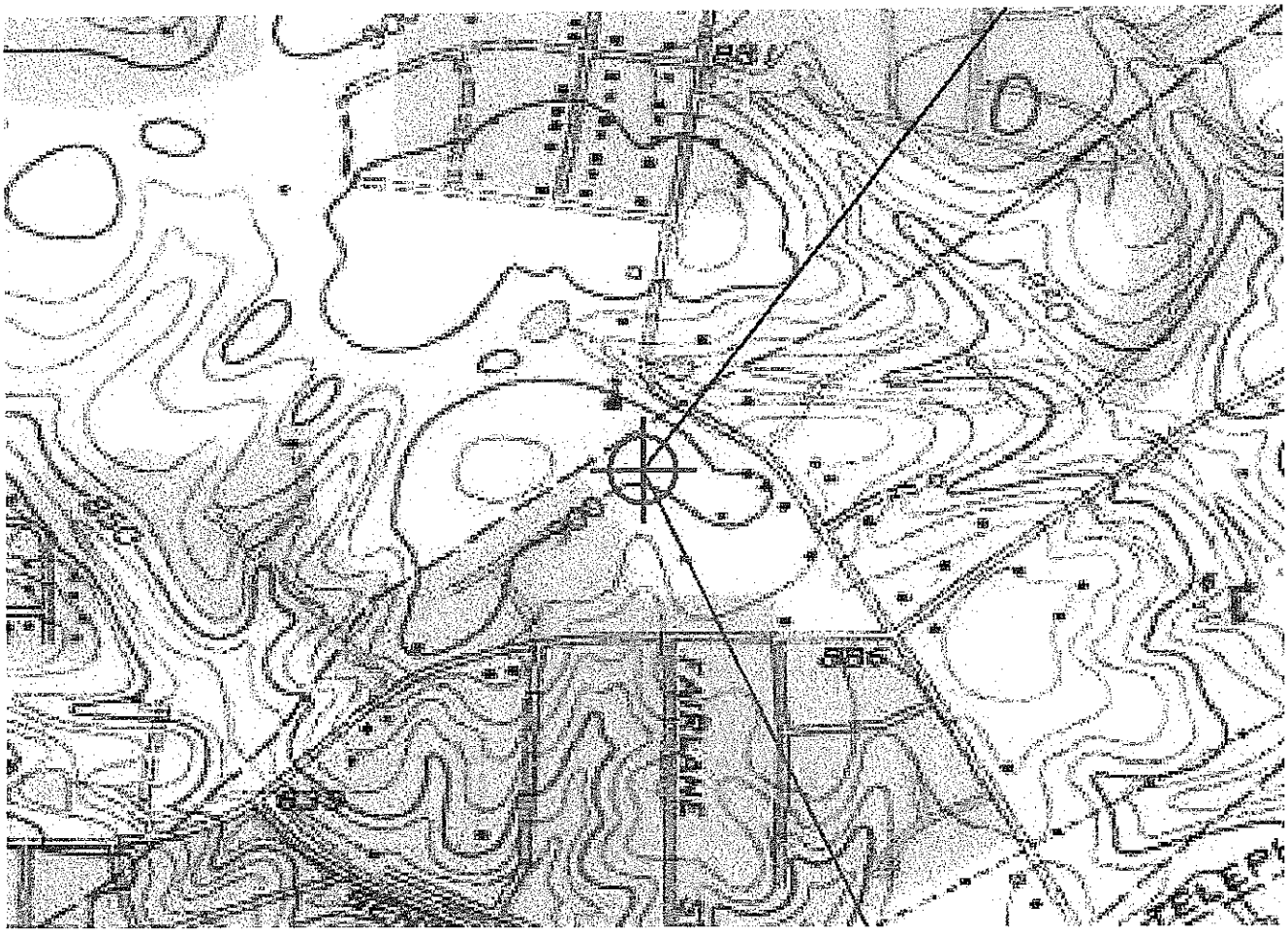
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2014-ASO-8762-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Verified Map for ASN 2014-ASO-8762-OE



CITY OF HIGH POINT
AGENDA ITEM

Title: Revised Supplemental Agreement

From: Terry Houk, Public Services Director
Robby Stone, Assistant Dir. Public Services

Meeting Date: November 17, 2014

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Pictures of Bridge
NCDOT Supplemental Agreement

PURPOSE: This NCDOT supplemental agreement is for the replacement of the Model Farm Road Bridge (NCDOT Bridge #428) over a branch of Richland Creek in Guilford County.

BACKGROUND: The Federal Highway Administration, through their National Bridge Inspection Standard, requires that qualified highway structures have a bridge safety inspection for condition every two years. The need to repair was identified during a routine bridge inspection. A project agreement was entered into between the NCDOT and City of High Point on May 13, 2011. The scope included survey, design, right-of-way addition, utilities and construction. The need to repair was identified during a routine NCDOT bridge inspection.

BUDGET IMPACT: The NCDOT and Federal Funds account pay for 80% ($848,000) of the total project cost ($1,060,000). The City of High Point is responsible for the remaining 20% ($212,000). The City of High Point has previously distributed $50,000 for this project and will need to budget the balance of $162,000 at this time.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends and asks the Council to authorize the execution of this agreement with the North Carolina Department of Transportation.

Elevation view.

Decaying boards on the southeast wingwall.

Crutch bent at end bent 2.

Elevation view.

Decaying boards on the southeast wingwall.

Crutch bent at end bent 2.

NORTH CAROLINA

GUILFORD COUNTY

SUPPLEMENTAL AGREEMENT

DATE: 10/21/2014

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HIGH POINT

TIP #:	B-5358	
WBS ELEMENTS:	PE	46072.1.1
	ROW	46072.2.FD1
	CON	4607.3.FD1
FEDERAL-AID #:	BRZ-0710(22)	
CFDA #:	20.205	
TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION]	$648,000	

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

WITNESSETH:

WHEREAS, the Department and the Municipality on 5/13/2011, entered into a certain Project Agreement for the original scope: the replacement of Bridge No. 428 on Model Farm Road over a branch of Richland Creek in Guilford County, programmed under Project B-5358; and,

WHEREAS, the parties on 9/9/2013 entered into a Supplemental Agreement to extend the completion date of the Project, and,

WHEREAS, the Department and the Municipality wish to expand the scope by adding right of way, utilities and construction phases to the Project, and,

WHEREAS, the Department and the Municipality wish to increase the funding and update the time frame for the Project;

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

2. SCOPE OF PROJECT

The Project consists of the replacement of Bridge No. 428 on Model Farm Road over a branch of Richland Creek in Guilford County. The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Right of Way
- Utilities
- Construction

as further set forth in this Agreement.

3. FUNDING

The Department's original participation was $200,000. The Department agrees to reimburse the Municipality an additional $648,000 of Surface Transportation Program funds. The Municipality will provide an additional $162,000 as their local match and all costs which exceed the total estimated costs.

REVISED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal State Match $	Non-Federal State Match Rate
Municipal Bridge (STP-OFF)	$848,000	80 %	$212,000	20 %
Total Estimated Cost		**$1,060,000**		

4. TIME FRAME

The Municipality shall complete all work outlined in this Agreement within five years of authorization of Federal funds. The initial authorization of Federal funds was 5/26/2011; therefore, the completion date will be 5/26/2016. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department. If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet this completion date.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Right of Way
- Utilities
- Construction

13. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

14. PROJECT LIMITS AND RIGHT OF WAY (ROW)

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

If the costs of ROW acquisition are an eligible expense, the Municipality shall submit the appraisal to the Department's Right of Way Branch for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

15. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

16. RIGHT OF WAY CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, shall provide the Right of Way Agent, located at the Department's Local Right of Way Office, all required documentation (deeds/leases/easement/plans) to secure right of way certification from that office. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document and utilities in conflict with the project are relocated.

17. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

18. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 49 of the Code of Federal Regulations, Part 18.36 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.

- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force

Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

19. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

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

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

20. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

21. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Project.

22. E-VERIFY COMPLIANCE

Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.

Except as hereinabove provided, the Agreement heretofore executed by the North Carolina Department of Transportation and City of High Point on 5/13/2011 is ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the North Carolina Department of Transportation and the City of High Point by authority duly given.

L.S. ATTEST:

BY: _____

TITLE: _____

DATE: _____

CITY OF HIGH POINT

BY: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

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

(SEAL)

_____

(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

City of High Point

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, *Thomas Vincent*, do solemnly swear (or affirm) that I will support, uphold and defend the Constitution of the United States of America, and the laws thereof; that I will support, uphold and defend the Constitution and laws of the State of North Carolina, not inconsistent therewith, and that I will faithfully discharge the duties of Deputy City Clerk to the best of my skill and ability, so help me God.

WITNESS my hand and seal, this the 27th day of October, 2014

Thomas Vincent

Thomas Vincent

Oath Administered by:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Demolition of Meredith Street Apartments

From: Randy McCaslin, Interim City Manager

Meeting Date: November 17, 2014

Public Hearing: NA

Advertising Date / Advertised By: NA

Attachments:

PURPOSE: In October, 2012 the City Council adopted an ordinance to demolish the Meredith Street Apartments. On October 7, 2014 the Comprehensive Planning Committee directed the City Manager to rebid the demolition of the apartments. The bids have been received and are ready for award to the lowest responsible bidder.

BACKGROUND: The City has explored multiple options to rehabilitate the Meredith Street Apartments with the last option being the Housing Authority. The Housing Authority responded to the City's request and informed the Council it did not have the resources to do the rehabilitation. The City Manager was directed to rebid for the demolition of the apartments.

The City received 14 bids for demolition ranging from $35,600 to $499,000. In addition, it will cost $19,887 to remove the asbestos from the apartments. Using the low bid, the total demolition will cost around $55,500.

BUDGET IMPACT: At this time, the Planning Department has insufficient funds in its demolition account to cover this work.

RECOMMENDATION / ACTION REQUESTED: The City Administration is requesting direction from City Council on proceeding with the demolition. If Council wishes to proceed, a budget amendment will be brought to the next Council meeting.

CITY OF HIGH POINT
AGENDA ITEM

Title: Corporation Drive Pump Station

From: Terry Houk – Director Public Services
Carol McDowell – Asst. Director Public Services

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date: September 20, 2014
Advertised By: Purchasing

Attachments: Attachment A – DMP Bid Recommendation Letter and Bid Information
Attachment B – Pictures of Existing Station / Example of Proposed Station

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PURPOSE: The City budgeted funds for the replacement of the existing Corporation Drive Pump Station. The City Council is asked to approve the bid recommendation for award of the project.

BACKGROUND: This project is part of the overall upgrade of lift stations throughout the City of High Point. The low bidder is an experienced contractor properly licensed by the State of North Carolina. The existing station requires replacement due to settlement of the wetwell and the age of the existing equipment.

BUDGET IMPACT: Funds for this project are in the following account: 421779-533701-42110124605-40201

RECOMMENDATION / ACTION REQUESTED: Public Services is recommending that Council approve the lowest responsive bid submitted by Cameron Development Group for replacement of the Corporation Drive Pump Station for $381,690.$\underline{00}$.

ATTACHMENT A

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

dmp

October 21, 2014

Re: City of High Point, N.C.
Corporation Drive Pump Station
Bid No. 09-101514
DMP Project 100230 (AL)

Mr. Terry Houk
Public Services
City of High Point
PO Box 230
High Point, NC 27261

Dear Terry:

Bids were received by the Purchasing Department on October 15, 2014 for the above referenced project. A total of seven (7) bids were submitted and read, as summarized below.

Bidder	**Total Bid**
Cameron Development, Inc. Archdale, NC	$ 381,690.00
D.H. Griffin Infrastructure, LLC Greensboro, NC	$ 399,692.00
Jimmy R. Lynch & Sons, Inc. Pilot Mountain, NC	$ 463,663.00
Laughlin Sutton Construction Co. Greensboro, NC	$ 497,800.00
PF Plumbing Contractors, Inc. Winston Salem, NC	$ 512,000.00
Gilbert Engineering Co. Statesville, NC	$ 546,105.00
James E. Harris Construction Huntersville, NC	$ 560,038.00

A detailed tabulation of all bids received is attached.

The lowest bidder on this project, Cameron Development, Inc., submitted a base bid of $381,690 which is approximately 20% higher than the estimated construction cost prepared by our firm. The bid pricing could be attributed to several factors, including project complexity, raw material pricing and the current bidding environment. Cameron Development, Inc. is a properly licensed utility contractor and is capable of performing the work required by the Contract.

Based upon the information presented above, DMP recommends the City of High Point City Council consider awarding this contract to Cameron Development, Inc., in the amount of their Total Bid of $381,690.00.

T: 336-886-4821 | F: 336-886-4458 | www.dmp-inc.com
6415 Old Plank Road, High Point, NC 27265

Upon City Council's approval, we will prepare the Construction Contracts and schedule a pre-construction conference.

The original bid documents from all bidders and the low bidder's MBE documentation (Affidavit C) is being provided to the Purchasing Department. We greatly appreciate the opportunity to provide this design service for the City and look forward to the project's construction.

If you have any questions or need additional information, please feel to call.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES

Ben Palmer, PE

c: Ms. Tarinda Chappell (enc)
File (enc)

BID TABULATION

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
T: 336-886-4821 I F: 336-886-4458 I License: F-0245
6415 Old Plank Road, High Point, NC 27265 I www.dmp-inc.com

				Cameron Development, Inc. PO Box 4901 Archdale, NC 27263		D.H. Griffin Infrastructure, LLC 4716 Hilltop Road Greensboro, NC 27407		Jimmy R. Lynch & Sons, Inc. PO Drawer BB Pilot Mountain, NC 27041		Laughlin Sutton Construction PO Box 13226 Greensboro, NC 27415	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID - PART A											
1	Mobilization (Max. 3% of bid)	1	LS	$11,000.00	$11,000.00	$10,000.00	$10,000.00	$13,900.00	$13,900.00	$14,935.00	$14,935.00
2	Site Grading	1	LS	$2,450.00	$2,450.00	$25,000.00	$25,000.00	$24,500.00	$24,500.00	$50,000.00	$50,000.00
3	8" DIP gravity sewer	24	LF	$32.00	$768.00	$283.00	$6,792.00	$227.00	$5,448.00	$50.00	$1,200.00
4	4" DIP forcemain	115	LF	$22.00	$2,530.00	$48.00	$5,520.00	$69.00	$7,935.00	$35.00	$4,025.00
5	6" plug valve w/box	3	Ea	$1,020.00	$3,060.00	$1,700.00	$5,100.00	$1,800.00	$5,400.00	$1,400.00	$4,200.00
6	Tie-in to existing forcemain	1	LS	$2,000.00	$2,000.00	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$4,000.00	$4,000.00
7	3/4" copper water service	20	LF	$8.00	$160.00	$79.00	$1,580.00	$43.00	$860.00	$20.00	$400.00
8	Water service RPZ in hotbox	1	Ea	$850.00	$850.00	$1,500.00	$1,500.00	$1,900.00	$1,900.00	$1,000.00	$1,000.00
9	Yard Hydrant	1	Ea	$119.00	$119.00	$1,200.00	$1,200.00	$300.00	$300.00	$200.00	$200.00
10	6' Chain-link fence w/1' barbed wire, including gate	220	LF	$20.45	$4,499.00	$30.00	$6,600.00	$24.00	$5,280.00	$22.50	$4,950.00
11	Excelsior matting (as directed)	100	SY	$2.75	$275.00	$8.00	$800.00	$5.00	$500.00	$2.50	$250.00
12	Temporary sit fence (install, maintain, remove)	140	LF	$3.00	$420.00	$5.00	$700.00	$5.00	$700.00	$5.00	$700.00
13	Compacted ABC stone	220	Ton	$23.00	$5,060.00	$45.00	$9,900.00	$32.00	$7,040.00	$40.00	$8,800.00
14	Bypass pump connection	1	LS	$2,400.00	$2,400.00	$5,000.00	$5,000.00	$2,700.00	$2,700.00	$1,275.00	$1,275.00
15	Meter Vault, complete	1	LS	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$14,000.00	$14,000.00	$4,000.00	$4,000.00
16	Pumping Station, complete	1	LS	$338,099.00	$338,099.00	$267,000.00	$267,000.00	$355,300.00	$355,300.00	$389,865.00	$389,865.00
17	Demolish/remove existing pump station	1	LS	$3,000.00	$3,000.00	$28,000.00	$28,000.00	$13,700.00	$13,700.00	$8,000.00	$8,000.00
	TOTAL BASE BID				**$381,690.00**		**$399,692.00**		**$463,663.00**		**$497,800.00**
PART B											
Packaged Suction Lift Pump Station				Smith & Loveless		Smith & Loveless		Gorman-Rupp		Smith & Loveless	
Instrumentation Integrator				CITI, LLC		CITI, LLC		Lord and Company		Lord and Company	
Magnetic Flowmeter				Siemens		Siemens		Siemens		Siemens	

BID TABULATION

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
T: 336-886-4821 I F: 336-886-4458 I License: F-0245
6415 Old Plank Road, High Point, NC 27265 I www.dmp-inc.com

				PF Plumbing Contractors, Inc. 6221 Hackers Bend Court Winston Salem, NC 27103		Gilbert Engineering Co. 638 South Meeting St. Statesville, NC 28677		James E. Harris Construction PO Box 693 Huntersville, NC 28070	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID - PART A									
1	Mobilization (Max. 3% of bid)	1	LS	$12,000.00	$12,000.00	$16,000.00	$16,000.00	$16,500.00	$16,500.00
2	Site Grading	1	LS	$8,500.00	$8,500.00	$33,000.00	$33,000.00	$17,100.00	$17,100.00
3	8" DIP gravity sewer	24	LF	$115.00	$2,760.00	$700.00	$16,800.00	$127.00	$3,048.00
4	4" DIP forcemain	115	LF	$85.00	$9,775.00	$120.00	$13,800.00	$94.00	$10,810.00
5	6" plug valve w/box	3	Ea	$2,250.00	$6,750.00	$3,000.00	$9,000.00	$2,500.00	$7,500.00
6	Tie-in to existing forcemain	1	LS	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$5,200.00	$5,200.00
7	3/4" copper water service	20	LF	$30.00	$600.00	$145.00	$2,900.00	$53.00	$1,060.00
8	Water service RPZ in hotbox	1	Ea	$1,600.00	$1,600.00	$2,500.00	$2,500.00	$1,450.00	$1,450.00
9	Yard Hydrant	1	Ea	$500.00	$500.00	$975.00	$975.00	$1,050.00	$1,050.00
10	6' Chain-link fence w/1' barbed wire, including gate	220	LF	$23.00	$5,060.00	$24.00	$5,280.00	$30.00	$6,600.00
11	Excelsior matting (as directed)	100	SY	$5.00	$500.00	$15.00	$1,500.00	$8.00	$800.00
12	Temporary sit fence (install, maintain, remove)	140	LF	$3.00	$420.00	$7.50	$1,050.00	$7.00	$980.00
13	Compacted ABC stone	220	Ton	$30.00	$6,600.00	$65.00	$14,300.00	$39.00	$8,580.00
14	Bypass pump connection	1	LS	$3,800.00	$3,800.00	$6,000.00	$6,000.00	$2,800.00	$2,800.00
15	Meter Vault, complete	1	LS	$11,500.00	$11,500.00	$18,000.00	$18,000.00	$16,400.00	$16,400.00
16	Pumping Station, complete	1	LS	$432,135.00	$432,135.00	$386,000.00	$386,000.00	$440,300.00	$440,300.00
17	Demolish/remove existing pump station	1	LS	$4,500.00	$4,500.00	$10,000.00	$10,000.00	$19,860.00	$19,860.00
	TOTAL BASE BID				**$512,000.00**		**$546,105.00**		**$560,038.00**
PART B									
Packaged Suction Lift Pump Station				Smith & Loveless		Smith & Loveless		Gorman-Rupp	
Instrumentation Integrator				Lord and Company		Lord and Company		Lord and Company	
Magnetic Flowmeter				Siemens		Siemens		Endress + Hauser	

THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS THE 15TH DAY OF OCTOBER, 2014.

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

By: _____

Ben Palmer, PE

ATTACHMENT B – Agenda Item

Existing Station - Exterior

ATTACHMENT B – Agenda Item

Existing Station - Interior

ATTACHMENT B – Agenda Item

Existing Station - Interior

ATTACHMENT B – Agenda Item

Example of How new Station will look - Exterior

ATTACHMENT B – Agenda Item

Example of How new Station will look - Interior

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Amendment to Zoning Case 12-07** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 November 17, 2014.

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: **Conditional Zoning General Business (CZ-GB) District** and described as follows:

Tract 1. Conditional Zoning General Business (CZ-GB) District. This tract consists of Guilford County tax parcels 0197343 & 0197344 *(2928 & 2926 N. Main Street).* Approximately 1.02 acres lying at the southeast corner of N. Main Street and Old Winston Road.

Tract 2. Conditional Zoning General Business (CZ-GB) District. This tract consists of Guilford County tax parcels 0197342 *(929 Old Winston Road)* and 0197341 *(925 Old Winston Road).* Approximately 1.28 acres lying southeast of the intersection of Old Winston Road and Bellevue Drive.

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:

Tract 1. Any of the land uses allowed in the General Business (GB) District shall be permitted subject to the development and dimensional requirements of the GB District and the specific conditions listed in this Conditional Zoning Ordinance.

Tract 2. Any of the land uses allowed in the General Business (GB) District shall be permitted subject to the development and dimensional requirements of the GB District and the specific conditions listed in this Conditional Zoning Ordinance.

Part II. CONDITIONS:

A. Prohibited and Restricted Uses

1. The following use shall be prohibited.

a) Business/Professional & Personal Services Uses
   i. Automobile Rental or Leasing (Ref. SIC 7510)
   ii. Automobile Repair Services, Major
   iii. Automobile Repair Services, Minor
   iv. Automobile Towing and Storage Services (Ref. SIC 7549)
   v. Boat Repair (Ref. SIC 3730)
   vi. Car Washes (Ref. SIC 7542)

b) Retail Trade Uses
   i. Bars (Ref. SIC 5813)
   ii. Bars (capacity > 100 persons) (Ref. SIC 5813)
   iii. Boat Sales (Ref. SIC 5551)
   iv. Building Supply Sales (with storage yard) (Ref. SIC 5211)
   v. Bulky Item Outdoor Display
   vi. Manufactured Home Sales(Ref. SIC 5271)
   vii. Motor Vehicle Sales (new and used) (Ref. SIC 5511)
   viii. Motorcycle Sales (Ref. SIC 5571)
   ix. Recreational Vehicle Sales (Ref. SIC 5361)
   x. Truck Stops (Ref. SIC 5541)

c) Transportation/Warehousing & Utilities Uses
   i. Warehouses (general storage/enclosed) and Distribution Centers (Ref. SIC 4220)
   ii. Warehouses (self-storage) (Ref. SIC 7510)

d) Other Uses
   i. Storage Containers, Portable (accessory use)
   ii. Sexually Oriented Businesses

2. The following uses shall be restricted upon Tract 2.
   a) Canopies and gasoline pumps associated with convenience stores with pumps and gasoline service stations shall not be permitted upon any portion of Tract 2.
   b) Drive-thru ordering stations (speakers and pick-up windows) shall not be permitted upon any portion of Tract 2.

B. Development Standards and Dimensional Standards:

1. Lot Combination: Tracts 1 and 2 of the zoning site (Guilford County Tax Parcels 0197343, 0197344, 0197342 and 0197341) shall be combined to form one lot prior to any additional development and re-subdivision.

2. Landscaping: A minimum twenty-five (25) foot wide planting yard, planted at the Type B planting rate, shall be provided along the eastern property line of the zoning site where it abuts residential uses.

C. Transportation Conditions.

1. Vehicular Access:
   a) No access shall be allowed to Main Street.
   b) Any existing access drive to N. Main Street shall be required to be removed upon redevelopment and thereafter access shall be in accordance with the City of High Point Driveway Ordinance.
   c) Two (2) points of access shall be allowed to Old Winston Road. One of the access points must be opposite Bellevue Drive.

2. Improvements
   a) Restripe the existing pavement to provide a westbound left turn lane at the access point opposite Bellevue Drive.
   b) Provide a northbound right turn lane at the intersection of N. Main Street and Old Winston Road/Belle Avenue if a convenience store with 12 fueling stations or more is constructed. The right turn lane requirement will be re-evaluated if a different use is proposed in the future.

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

now required to be approved by the City of High Point.

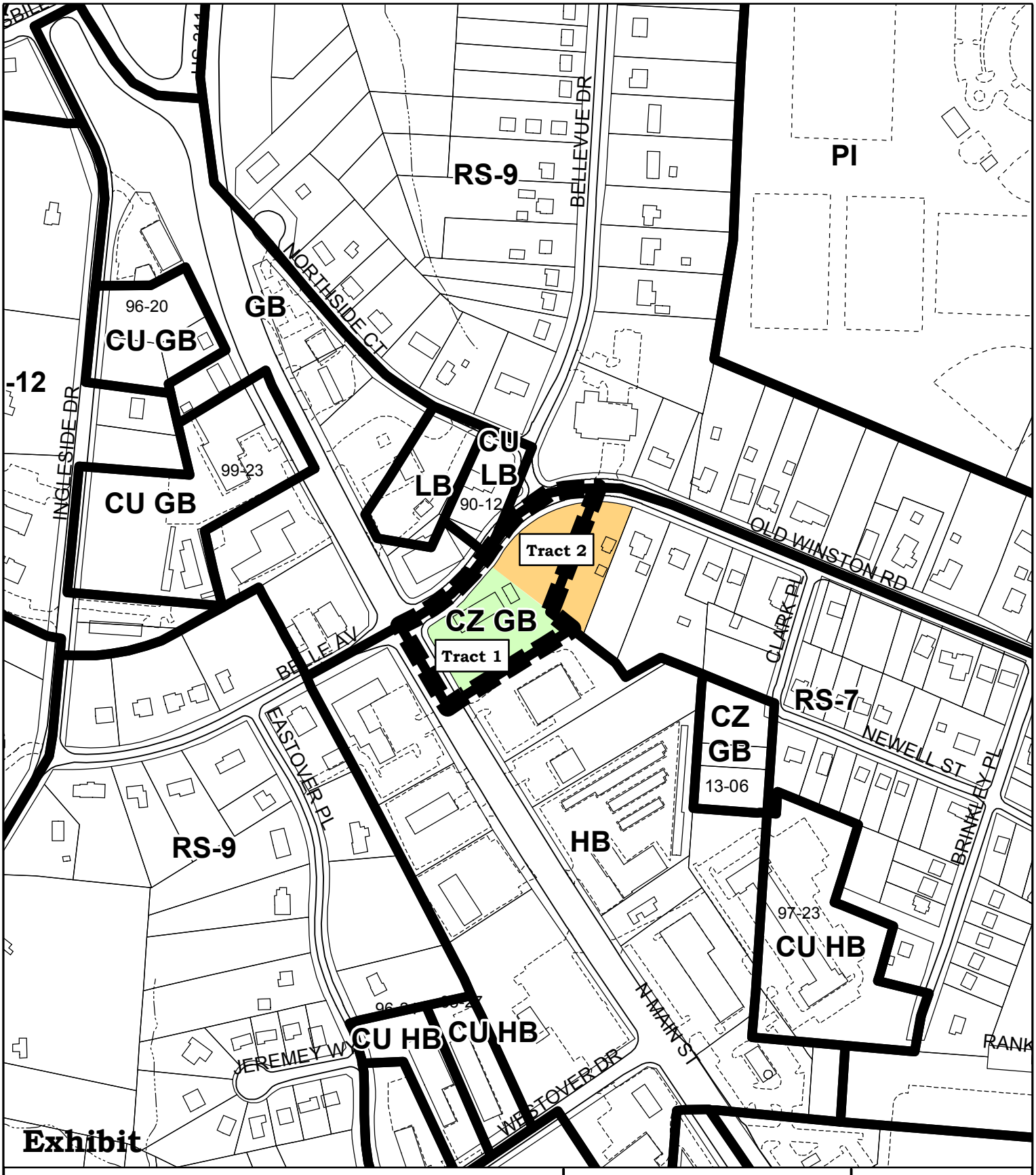
SECTION 4
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.
This ordinance shall become effective upon the date of adoption.
17th day of November, 2014.

Lisa B. Vierling, City Clerk

Conditional Zoning Case 12-07 Supplemental Information	
Initial Zoning Application	Adopted August 20, 2012 (Ordinance# 6943/12-59)



Exhibit

AMENDMENT TO CZ12-07

From: Residential Sinlge Family-9
To: Conditional Zoning General Business

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

Planning & Development Department

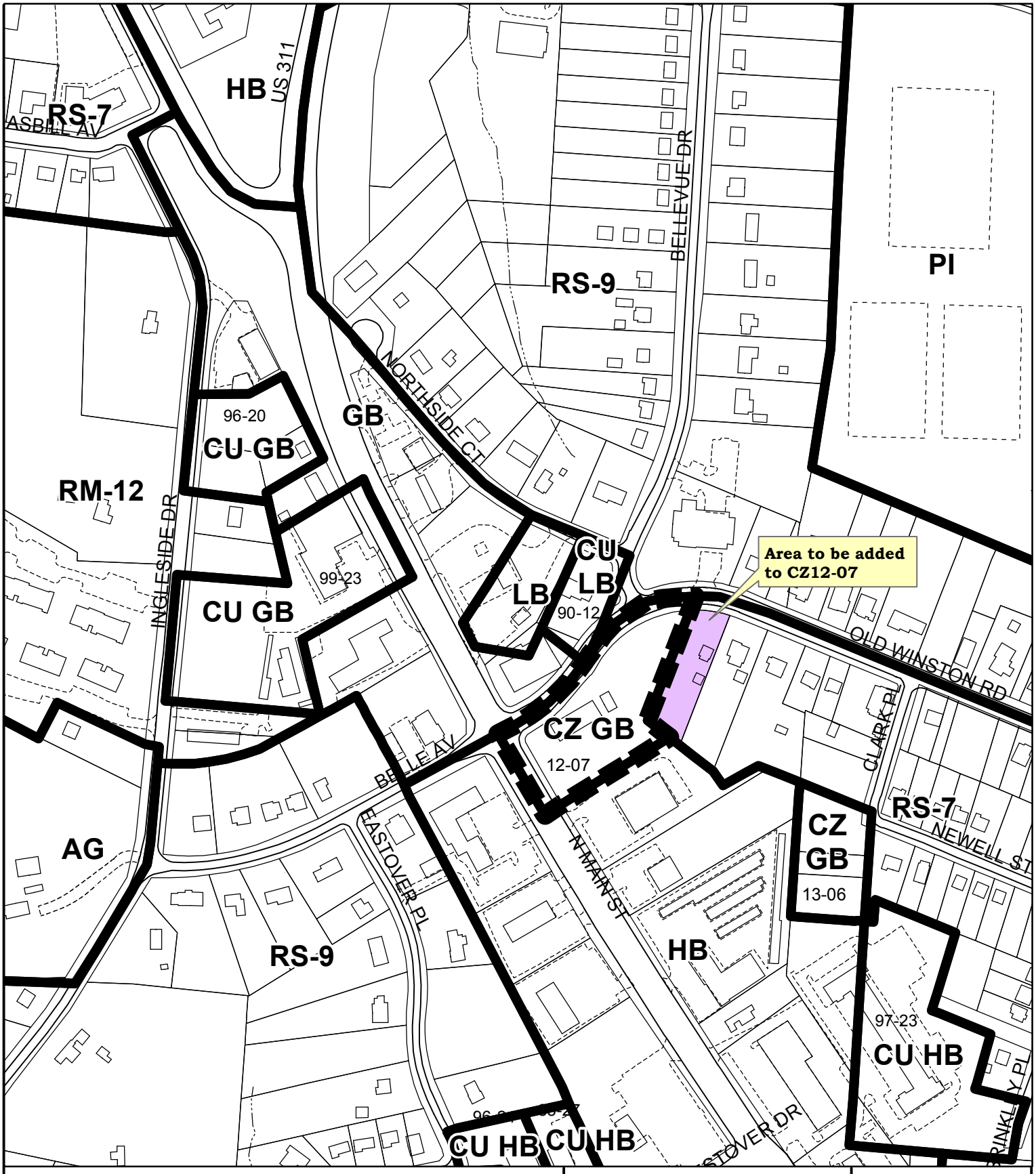
City of High Point

Date: November 4, 2014

N

Scale: 1'=300'

G:/Planning/Secure/ba-pz/2014/pz/Az12-07exh.mxd



AMENDMENT TO CZ12-07

From: Residential Sinlge Family-9
To: Conditional Zoning General Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 10, 2014

N

Scale: 1'=300'

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CHAPTER 1

General Duties and Responsibilities

A. *Legal Duties*

G.S. 160A-171 provides that "[t]here shall be a city clerk who shall give notice of meetings of the council, keep a journal of the proceedings of the council, be the custodian of all city records, and shall perform any other duties that may be required by law or the council." G.S. 160A-172 further states that "[t]he council may provide for a deputy city clerk who shall have full authority to exercise and perform any of the powers and duties of the city clerk that may be specified by the council." Other specific duties and responsibilities of a municipal clerk are found throughout the General Statutes and will be discussed in later portions of this manual.

In addition to the provisions of general law, any person appointed to act as a municipal clerk should obtain a copy of the city, town or village charter because duties and responsibilities unique to that municipality are often imposed on the clerk by this document. In some cases the charter may also contain variations from general law. The code of ordinances should also be consulted, as many additional duties are imposed on the clerk by local ordinance or resolution. From even a quick review of general law, the municipal charter, and municipal ordinances and resolutions, it is apparent that few municipal employees become involved in as wide a scope of activities and have as many responsibilities as the municipal clerk.

The Attorney General of North Carolina has consistently ruled that the office of municipal clerk is a "public office" within the meaning of Article VI, Section 7 of the North Carolina Constitution. Therefore, prior to assuming the duties of municipal clerk, the person appointed to this office should take an oath of office before the mayor, judge, clerk of court, notary public, register of deeds, or other person authorized to administer an oath (G.S. 160A-61; see G.S. 11-7.1 for a list of persons so authorized). The proper oath of office, as contained in the North Carolina Constitution, is set forth in Form #1. A copy of this oath must be signed by the person being sworn and filed with the permanent records of the municipality. A duly sworn municipal clerk is also authorized to administer the oath of office to an elected official, and to any appointed official or employee for whom an oath is required (G.S. 11-7.1).

B. *Meetings of the Governing Body*

Foremost among the duties of a municipal clerk are the responsibilities of preparing for and recording actions taken at meetings of the governing body.

CITY OF HIGH POINT
AGENDA ITEM

Title: Adoption of Citizen Participation Plan

From: Michael E. McNair, Director, Community Development and Housing

Meeting Date: November 17, 2014

Public Hearing: N/A

Advertising Date N/A
Advertised By: N/A

Attachments: Citizen Participation Plan

PURPOSE:

The citizen participation plan sets forth the policies and procedures used to inform citizens of action/consolidated plan activities and establish the mechanisms to allow for citizen input.

BACKGROUND:

HUD regulations require entitlement cities to prepare a plan to provide citizens with an adequate opportunity to participate in an advisory role in planning, implementing, and assessing HUD programs. Cities are also required to provide adequate information to citizens, hold public hearings to obtain views of citizens and provide citizens an opportunity to comment on the city's community development performance.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff requests Council's favorable consideration to adopt the Citizen Participation Plan.

CITIZEN PARTICIPATION PLAN (CPP)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

HIGH POINT, NORTH CAROLINA

FORTY YEAR PLANNING PROCESS

COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT

The preparation of this document was financed through funds from the City of High Point's Community Development Block Grant Program. This Grant was made available to the City of High Point under provisions the provisions of Title I of the Housing and Community Development Act 1974.

This printed material will be provided in an alternative format upon request.

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BACKGROUND: THE CDBG AND HOME PROGRAMS

Community Development Block Grant Program

The primary intent of the Community Development Block Grant (CDBG) Program is to support the development of viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities. The emphasis is on assisting low and moderate income persons and neighborhoods. Local Community Development activities must be designed to address one or more of the three national objectives:

1. Eliminate slums and blight and blighting influences,
2. Benefit low to moderate income persons and neighborhoods,
3. Meet other urgent community needs imposing an immediate threat to safety and health.

High Point is eligible to participate in the CDBG program as an Entitlement city. The City of High Point receives funds automatically upon the approval of its annual Action Plan by the US Department of Housing and Urban Development (HUD). The Action Plan lists the amount of (CDBG and HOME) funds expected to be available for the upcoming program year and lists proposed projects, their location, cost, and their relationship to the priorities of the CDBG and HOME programs that will be used to address the needs and priorities identified in the City's Consolidated Plan. The City's Consolidated Plan, developed at least every five years, identifies strategies and objectives, and sets priorities, for addressing the needs of low to moderate income citizens and special populations in High Point.

The amount of the Entitlement grant is determined by HUD based on a formula considering (a) population; (b) extent of poverty; and (c) housing conditions.

The CDBG program is subject to rules and regulations outlined by HUD. The regulations delineate basic eligible and ineligible activities of the program. They also indicate the procedures cities must follow in planning, publicizing, and implementing the program.

HOME Investment Partnerships Program

The HOME Investment Partnerships (HOME) program was created by the National Affordable Housing Act of 1990 and has been amended several times by subsequent legislation. HOME funds are allocated by formula to grantees to operate the program. Grantees must commit and spend their allocated funds within certain time frames or they lose the funds.

The HOME program is designed to provide decent, safe, and affordable housing and to alleviate the problems of excessive rent burdens and deteriorating housing stock. HOME funds are often used in partnership with local nonprofit groups to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. Created by the National Affordable Housing Act of 1990 (NAHA), HOME is the largest federal block grant to state and local governments and is designed exclusively to create affordable housing for low-income households. HOME strives to meet both the short-term goal of increasing the supply and availability of affordable housing and the long-term goal of building partnerships between state and local governments and private and nonprofit housing providers.

Every year, the U.S. Department of Housing and Urban Development (HUD) determines the amount of HOME funds that states and local governments—also known as Participating Jurisdictions (PJs)—are eligible to receive using a formula designed to reflect relative housing need. After money has been set aside for America's insular areas and for nationwide HUD technical assistance, the remaining funds are divided between states (40 percent) and units of general local government (60 percent).

The intent of the HOME Program is to:

- Increase the supply of decent, affordable housing to low- and very low-income households;
- Expand the capacity of nonprofit housing providers;
- Strengthen the ability of state and local governments to provide housing; and
- Leverage private sector participation.

HOME's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities. It's emphasis on consolidated planning, expands and strengthens partnerships among all levels of government and the private sector in the development of affordable housing. Technical assistance activities and set-aside funds under the HOME Program for qualified community-based nonprofit housing groups also builds the capacity of these partners. And, HOME's

requirement that participating jurisdictions match 25 cents of every dollar in program funds effectively mobilizes community resources in support of affordable housing.

CITIZEN PARTICIPATION IN HIGH POINT

INTRODUCTION

The City of High Point, North Carolina has an estimated population of 109,270 (2014). Its legal representative and policy-making body is a nine-member City Council consisting of the Mayor, six ward representatives and two at-large representatives.

In anticipation of becoming an Entitlement city, the City Council established the Citizens Advisory Council (CAC) in April 1974 to function as the primary citizen participation mechanism for the projects planned and implemented through the City's Community Development Block Grant Program. Subsequently, the City became a participating jurisdiction or PJ in the HOME consortium.

PURPOSE AND PHILOSOPHY

The effectiveness of the Citizen Participation (CP) Plan is enhanced when both citizens and elected officials are aware of its benefits. Elected officials and policy makers benefit from the variety of viewpoints that citizens can bring to local government planning in areas such as affordable housing, neighborhood revitalization, self-help, recreation, transportation, human services, public services and neighborhood organization. Citizens benefit from the knowledge that their opinions and views are considered and contribute to the overall decision making process.

While the comments and opinions of all citizens are important, it is necessary for the City's low to moderate income citizens, those living in slum or blighted areas, residents of public and assisted housing, minorities, non-English speaking persons and persons with disabilities have the opportunity to be heard. These citizens are in most need of supportive services and stand to benefit the most from activities undertaken as part of the CDBG and HOME programs. As such, it is important that the City seek to include these groups in the decision making process for activities funded through the CDBG and HOME programs. The City's CP Plan provides the means by which citizens can assist with problem identification, propose solutions to problems, set goals and determine priorities, and recommend which projects should become a part of the City's programs.

CITIZENS ADVISORY COUNCIL (CAC)

The Citizens Advisory Council (CAC), one of the primary avenues for public participation related to the CDBG and HOME programs, is a nine member volunteer council of High Point citizens which serves in an advisory capacity to the High Point City Council concerning the CDBG and HOME programs and other community issues.

The Mayor and each member of City Council appoint one member of the CAC. All potential CAC members must be approved by City Council. All CAC members serve two-year terms with eligibility for reappointment. CAC members are limited to two consecutive terms.

The CAC meets once a month. All CAC meetings will be conducted in an open manner, with freedom of access to all interested persons.

The CAC assists the High Point City Council in the development and amendment of the CP Plan to encourage the involvement of interested citizens in the City's CDBG and HOME programs. The CAC annually reviews the CP Plan to ensure that it is meeting the needs of the City's low to moderate income citizens and special populations. The CAC may meet periodically with residents in target communities to solicit citizen input and participation in the CDBG and HOME programs.

A copy of the CP Plan, along with other departmental program plans and reports, is available for public review at the:

- Community Development and Housing Department, Room 312, City Hall, 211 S. Hamilton Street
- Community and Neighborhood Development Division, 201 Fourth Street

Citizens are encouraged to refer any comments or questions to either the Community Development and Housing Department staff or members of the Citizens Advisory Council. Copies of the Plan will be made available to individuals or groups or provided in an alternate format for people with disabilities upon request.

PROVISION OF TECHNICAL ASSISTANCE

Besides administering, planning and evaluating the CDBG and HOME programs, the Community Development and Housing Department staff provides technical and analytical assistance to the CAC and interested citizens in developing project proposals.

In addition to assisting in the preparation of the CP Plan, staff also prepares the Five Year Consolidated Plan, the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER) for review by the CAC.

Staff also assists in the preparation of the CP Plan and a comprehensive development strategy that includes each Community Development target area and describes the types of projects that would have the most significant impact. To increase the ability of the CAC and City Council to effectively evaluate Community Development proposals through the analysis of the development plans, staff presents recommendations to the CAC and City Council describing how well the proposed project complements the development strategies.

PUBLIC HEARINGS

In order to ensure adequate public comment concerning activities related to the CDBG and HOME programs, the City of High Point will hold at least two public hearings during each program year to obtain citizens' review and answer questions concerning the CDBG and HOME programs. These hearings will focus on housing and community development needs, the development of program activities and the review of the CDBG and HOME programs.

Citizens will be notified and encouraged to attend public hearings through advertisements in the *High Point Enterprise*, neighborhood association/community watch meetings and the Cable Channel. Notice of these public hearings will be given at least 10 days prior to the date of the hearing. The notices will include the date, time and location of the hearing, a brief description of the purpose for the hearing and state how persons with disabilities can make arrangements to participate. Public hearings will be held at times and locations convenient to potential and actual beneficiaries of CDBG and HOME programs. If numerous non-English speaking individuals are expected at a public hearing, the City will make arrangements to encourage their participation.

All citizens will be encouraged to attend public hearings related to the program planning and implementation processes. Low to moderate income citizens and those living in core city target areas will be particularly encouraged to attend these public hearings through announcements at neighborhood association and community watch meetings and by the distribution of information through members of the Citizens Advisory Council.

CONSOLIDATED/ANNUAL ACTION PLAN

As a CDBG Entitlement community and a HOME PJ, the City of High Point must submit a Consolidated Plan to HUD at least every five years outlining the needs of low to moderate income citizens and special populations within High Point and strategies by which the City will address these needs. Each year the City must also submit an Annual Action Plan stating how the needs of low to moderate income persons will be addressed with anticipated HUD and local funds. The City will actively encourage public participation in the development of the five year Consolidated Plan and Annual Action Plan.

During the development of the Consolidated Plan, the city will consult with public and private agencies that provide assisted housing, health services and social services to identify needs of low to moderate income persons and special populations in the community and to set priorities for addressing these needs. Citizens residing with Community Development target areas will be encouraged to comment on needs and priorities through existing or newly created neighborhood associations and community watch groups. The City of High Point, in conjunction with the High Point Housing Authority, will work to encourage the participation of public and assisted housing residents in providing input to the Consolidated Plan. The City will also provide information related to planned activities that will occur in or near public and assisted housing developments to the Housing Authority so it can make this information available as part of its annual public hearing under the Comprehensive Grant program.

The Consolidated/Action Plan, which includes the amount of funds the City expects to receive, the range of activities that may be undertaken and an estimate of the benefit to low to moderate income citizens from these projects. A public hearing will be held prior to the adoption of the Consolidated/Action Plan to receive comments on the Plan. Notice will be given in the *High Point Enterprise* at least 14 days prior to the hearing and will include a brief summary of the purpose and contents of the Plan and the locations where the full Plan is available for public review. Any individual or group may receive a copy of the Consolidated/Annual/Action Plan upon request. A summary of all comments, and any actions taken concerning these comments, will be submitted along with the Plan to HUD.

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Each year, the City must prepare a Consolidated Annual Performance and Evaluation Report (CAPER) describing and evaluating the community development activities undertaken during the previous program year. The City will follow HUD public notification and comment requirements to ensure that the public, particularly focusing on those citizens residing within Community Development target areas, has the opportunity to review the report and comment on the City's community development activities.

As part of the review process, the public will be provided a fifteen-day review period for comment on the report. A notice for comment and review period will be placed in the *High Point Enterprise* prior to the commencement of the review period. The CAPER will also be made available for public review at City Hall and the variety of public access sites prior to its submittal to HUD. A summary of the public's comments and views will be incorporated in the CAPER upon submission to HUD.

AMENDMENTS TO CONSOLIDATED/ANNUAL/ACTION PLAN

The jurisdiction shall amend its approved plan whenever it makes one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. To change the purpose, scope, location or beneficiaries of an activity.

Citizen participation is required for any substantial amendment made to a previously approved Consolidated/Annual/Action Plan. The criteria the City will use for determining a substantial amendment to its Consolidated/Annual/Action Plan includes changes in the Plan requiring the reprogramming of more than 20% of the CDBG or HOME allocation.

Substantial amendments to the Consolidated/Annual/Action Plan will be made available for public comment at City Hall and the established public access sites at least 30 days prior to its adoption. A public hearing for the substantial amendment will be held and citizens will be notified of this hearing through an ad placed in the *High Point Enterprise* at least 10 days prior to the hearing. The notice will include the date, time and location for the hearing, a brief description of the proposed amendment and will state how persons with disabilities can make arrangements to participate. A summary of citizens' comments concerning the substantial amendment to the Consolidated/Annual/Action Plan will be summarized and attached to the amendment upon its submission to HUD.

COMPLAINTS AND GRIEVANCES PROCEDURES

Complaints and grievances concerning CDBG and HOME activities should be filed, in writing, to the Director, Community Development and Housing Department, P.O. Box 230, High Point, North Carolina 27261.

All comments will be initially reviewed by staff and referred to the appropriate City department or CAC for reply. An appropriate response will be made to the complainant within fifteen (15) working days. If after review and investigation, the complainant is not satisfied with the outcome at this level, he or she should notify the Director of the Community Development and Housing Department and arrange a meeting.

If the complainant is still not satisfied with the Director's response, the matter should then be referred the City Manager. Every effort will be made to resolve complaints at the local level. However, if satisfactory resolution of the complaint is not achieved at the municipal level, the complete record of correspondence, meetings and research information shall be forwarded to the Department of Housing and Urban Development for final disposition.

OBJECTIONS TO CDBG/HOME CONSOLIDATED/ANNUAL/ACTION PLAN APPLICATION

Objections to the contents of a Consolidated Action Plan filed with the HUD area office and which are not considered complaints or grievances are to be filed directly with the HUD area office before or during the Consolidated/Action Plan review period. HUD will consider objections made only on the following grounds:

a) The description of needs and objectives is plainly inconsistent with available facts and data; or
b) the activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified in the application; or
c) the application does not comply with the requirements of HUD regulations or other applicable law; or
d) the application proposes activities that are otherwise ineligible.

PROVISION OF PROGRAM INFORMATION

Program information is available to all citizens who are interested in learning more about the CDBG or HOME Programs or participating on the CAC. Special arrangements will be made for providing information or assistance to non-English speaking residents upon request. For special assistance, call the Community Development and Housing Department at (336) 883-3349.

The records of the CDBG and HOME Programs are public records and must be retained for a minimum of five years. However, some records deal with personal income and other information on individuals directly affected by program activities and must be kept confidential. With the exception of these, all records of the CDBG and HOME Programs are available for review by the public at the Community Development and Housing Department, 211 S. Hamilton Street, Room 312, 8:00 a.m. to 5:00 p.m. Monday through Friday.

Other provisions intended to give interested citizens the broadest opportunity to obtain program information, read, analyze and comment on the High Point CDBG and HOME Programs are:

a) Department Website: http://www.highpointnc.gov/cd
b) Mailing List: Citizens may request to have their name placed on the departmental mailing list of interested parties. Each person on the mailing list periodically receives program information.
c) Citizen Participation Plan: High Point's Citizen Participation Plan is updated each Fiscal Year. The CP Plan is made available to any citizen or community organization upon request.
d) Notification of Significant Program Action: At various points during the program year, significant program actions will be published in the *High Point Enterprise*. Such actions may include completion of the Consolidated Annual Performance and Evaluation Report (DCAPER), Notice of Findings of No Significant Effect on the Environment (by project), Notice of Intent to Request Release of Funds (from HUD), announcements of meetings and public hearings, and projected use of funds.
e) CAC Meetings: CAC meetings are typically held the fourth Thursday of each month of the year. Regular meetings are held at 6:00 p.m. at the Community and Neighborhood Development Center, 201 Fourth Street. Interested citizens should contact the Community Development and Housing Department of the City Clerk at City Hall to confirm meeting dates. All CAC meetings are open, public meetings.

CONCLUSION

The City of High Point recognizes the importance of citizen participation in the formulation and successful accomplishment of its CDBG and HOME Programs. The CDBG and HOME Programs can be most effective and responsive when citizens are continuously involved. This CP Plan was designed to serve as a guide to fulfill these purposes.

The High Point CAC provides an orderly procedure for input and participation from the general public. It is a volunteer group charged with the responsibility of advising the Mayor and the High Point City Council as it relates to CDBG and HOME program expenditures and general city issues.

The Community Development and Housing Department provides many opportunities for citizens to find out about High Point's programs and to have a voice in the decision-making process. To be kept up-to-date on the activities of the Community Development and Housing Department and the CAC, call or write the Community Development and Housing staff at:

Community Development and Housing Department
City of High Point
P.O. Box 230
High Point, North Carolina 27261
Phone: (336) 883-3349
or visit the Department's website at http://www.highpointnc.gov/cd

Community Development and Housing Department

Michael E. McNair, Director	883-3676

Staff:

Administration Division

Beth Workman, CD Administrator	883-3351
April Jones, Office Support	883-3349
Susan Patterson, Office Manager	883-8521

Housing Division

Richard Fuqua, Housing Manager	883-3348
Ed Brown, Project Manager	883-8522
Everett Dehart, Project Manager	883-3343
Toni Jackson, Housing Specialist	883-3347

Community and Neighborhood Development Division

Michelle McNair, Community Resource Manager	883-3685
Alisha Doulen, Community Resource Specialist	883-3042
Lauren Atwell-Bass, Community Resource Specialist	883-3689

FAX NUMBER: (336) 883-3355
TDD NUMBER: (336) 883-8517

HIGH POINT INTERIM CITY MANAGER

Randy McCaslin

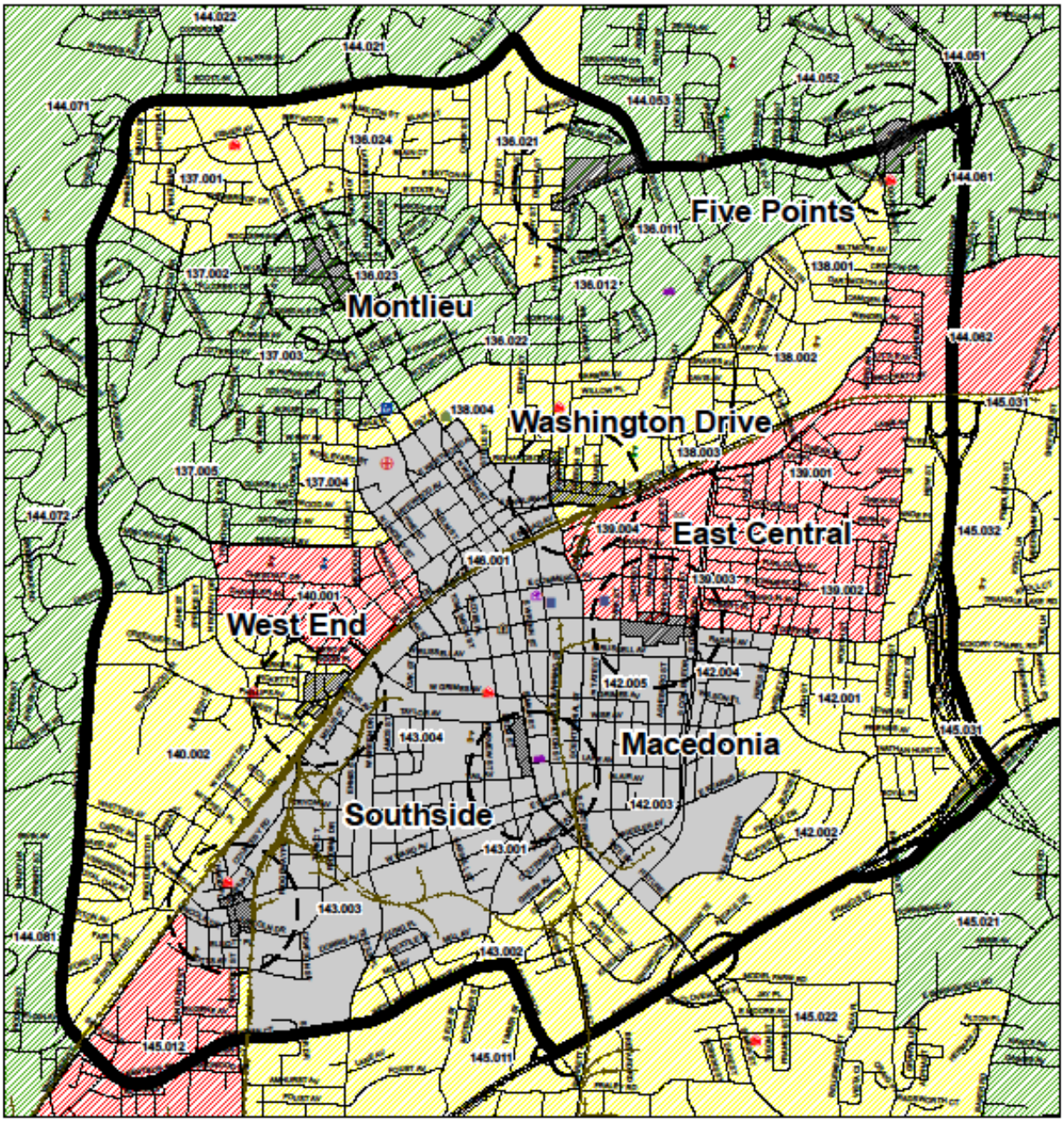
HIGH POINT CITY COUNCIL

Jim Davis	Mayor
Britt Moore	At Large
Rebecca Smothers	At Large
Jeffery Golden	Ward 1
Foster Douglas	Ward 2
Judy Mendenhall	Ward 3
Jay Wagoner	Ward 4
Vacant	Ward 5
Jason Ewing	Ward 6

CITIZENS ADVISORY COUNCIL

Jerry Mingo, Chair	At Large
Perry Widemon	At Large
Teresa Jones-Echard	Mayor At Large
Willie Davis	Ward 1
Vacant	Ward 2
Jeffery Sypole	Ward 3
Thomas Kak	Ward 4
Myra Clodfelter	Ward 5
Scott Niebauer	Ward 6
Judy Mendenhall	Council Liaison

Low / Moderate Percentages by Block Group



Legend

- Neighborhood Revitalization Strategy Areas (NRSA)
- Less than 50% Low/Moderate
- More than 50% & less than 70% Low/Moderate
- Greater than 70% Low/Moderate
- Mixed Use Centers
- Radius

N

CITY OF HIGH POINT
AGENDA ITEM

Title: **Furniture Market Transportation Funding Grant**

From: Mark McDonald, Transportation Director **Meeting Date:** Monday November 17, 2014

Public Hearing: No **Advertising Date: NA**
Advertised By: NA

Attachments: Exhibit A: Award Letter, Exhibit B: Funding Agreement, Exhibit C: Resolution

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PURPOSE: Consideration of an agreement with the North Carolina Department of Transportation (NCDOT) for annual funding in the amount of $1,200,000 to support transportation services related to the biannual International Home Furnishings Market.

BACKGROUND: The Department of Transportation recently received an updated Municipal Agreement for Furniture Market transportation funding from NCDOT. On October 2, 2014, the Board of Transportation approved funds in the amount of $1,200,000 for the International Home Furnishings Market. Attached are the award letter, the new agreement, and a resolution authorizing the City Manager to execute the agreement with NCDOT.

This agreement establishes the terms and conditions for the City to receive State funding for the Fall 2014 and Spring 2015 Markets. The basic terms of the agreement are unchanged from previous versions. The agreement is necessary to receive reimbursement of expenses for transportation services during the recent October Market as well as for new expenses that will be incurred in April 2015.

BUDGET IMPACT: The grant is included in the City's budget for FY 2014-15. State funding is critical to ensuring safe and efficient transportation services during Markets. Without this funding, the City and the Market Authority would have to reduce or eliminate many of the transportation services that are provided to Market visitors from around the world.

RECOMMENDATION / ACTION REQUESTED: Staff has reviewed the document and recommends Council's adoption of a Resolution authorizing the City of High Point to enter into an agreement with the North Carolina Department of Transportation.

RESOLUTION
AUTHORIZING **THE CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ and seconded by
(name and title)
_____ for adoption of the following resolution, and
(name and title)
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation activities for the bi-annual International Home Furnishings Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **100%** of the cost of the above described project up to $1,200,000;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, _____ do hereby certify that the above is a true and
(Name and title)
correct copy of an excerpt for the minutes of a meeting of the **City of High Point City Council** duly held on the _____ day of _____**,** 20_____**.**

_____
Signature of Certifying Official

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

October 29, 2014

Mr. Stribling Boynton, City Manager
City of High Point
P.O. Box 230
High Point, North Carolina 27261

RE: FY15 Demonstration Grant Program
Project No. 15-DG-025
WBS Element No.: 36223.13.7.2
Agreement ID #: TBD

`Dear Mr. Boynton:

On October 2, 2014 the Board of Transportation approved your organization's request for a Demonstration grant in the amount of $1,200,000 for the International Home Furnishings Market. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Charlie Wright, Financial Manager at 919-707-4674 or your assigned Accounting Specialist. In any correspondence, please be sure to reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

Debbie Collins

Director

DC\cw

Cc: Angela Wynes, Assistant Transit Manager

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

TELEPHONE: 919-707-4670
FAX: 919-733-1391

WWW.NCDOT.GOV/NCTRANSIT

LOCATION:
TRANSPORTATION BUILDING
1 SOUTH WILMINGTON STREET
RALEIGH, NC

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TRANSIT DEVELOPMENT PROGRAM
NONCAPITAL
PUBLIC BODY GRANT AGREEMENT

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

and

CITY OF HIGH POINT

DOT PROGRAM NUMBER: DOT-11

PROJECT NUMBER: 15-DG-025

WBS ELEMENT: 36223.13.7.2

AGREEMENT #: TBD

****

THIS AGREEMENT made this the ___day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and the **CITY OF HIGH POINT** (hereinafter referred to as the "Contractor").

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Department and the Contractor desire to utilize grant funds for the Demonstration program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of the transit development project (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

a. Scope of Project. **The City of High Point, in conjunction with the High Point Market Authority, will support transportation for the annual Fall and Spring furniture markets in High Point. The funding will provide shuttle services for market attendees from Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market, and for circulator services in the High Point showroom district. The circulator and shuttle services will be procured and organized by the High Point Market Authority.** The Contractor shall undertake and complete the Project

as described in the approved Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the Department, and in accordance with the Project application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. Cost of Project. The total cost of the Project approved by the Department is **ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as

Attachment A.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.7.2	$1,200,000	$0	$1,200,000	$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$1,200,000	$0	$1,200,000	$0

c. Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2014 TO JUNE 30, 2015** unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and in accordance with the policies and procedures established by the Department**. The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

(a) Plan, manage, and complete the Project and provide for the use of Project property;

(b) Carry out the safety and security aspects of the Project; and

(c) Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (http://reports.oah.state.nc.us/ncac.asp).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the

Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent FTA or the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that FTA or the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the

third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." The Department cautions, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub-agreements. Because Project activities performed by a Sub-contractor/ sub-recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that FTA or the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Sub-agreement. The Contractor agrees to enter into a written agreement with each subrecipient (sub-agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub-agreement appropriate clauses directing the sub-recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub-agreement or any third party contractor at each tier, except as FTA or the Department determines otherwise in writing.

i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.

j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

k. Limitations of Agreement. This Agreement shall be subject to the availability of State funds and contingent upon the terms and conditions of this Agreement.

Section 3. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

1. Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and

Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (http://epls.arnet.gov/) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 4. Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs

for work performed under the terms of this Agreement which shall be financed with State funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs**.**

b. Payment. In order to assist the Contractor in financing the costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs, which shall be determined by available funding. The Contractor shall submit itemized invoices to the Department not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.** Additional forms must be submitted with reimbursement requests to report on contracting activities with Historically Underutilized Business (HUB) and Minority Business and Women Business Enterprise (MBE/WBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment. A retainage of five percent (5%) of the approved payment may be withheld until the approved Project is completed, accepted, and the final audit has been made.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for Department participation as provided by

applicable Federal/State laws, regulations, or directives.

(2) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the State Government determines that the Contractor is not entitled to receive any portion of the State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the State Government may recover any State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the State Government may have against the Contractor.

d. State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the State Government, whether for excess payments of State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended State funds before Project closeout.

Section 5. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, “Costs Principles for State, Local, and Indian Tribal Governments” and A-102 “Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Consistent with the Project Description, plans, specifications, and
(2) Project Budget and all other provisions of this Agreement;
(3) Necessary in order to accomplish the Project;
(4) Reasonable in amount for the goods or services purchased;
(5) Actual net costs to the Contractor, i.e., the price paid minus any

refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(6) Incurred (and be for work performed) within the period of performance of this Agreement unless specific authorization from the Department to the contrary is received;

(7) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(8) Satisfactorily documented; and

(9) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 6. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may** include, but not limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports.

The Contractor shall collect and submit to the Department at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department**. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (http://www.ah.dcr.state.nc.us/records/local/).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to

correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 7. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit-reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 8. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any

subsequent amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation.

d. Minority and Women Business Enterprise (MBE/WBE).

(1) Policy. It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises and Women Business Enterprises (MBE/WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed by State Funds.

The Contractor is also encouraged to give every opportunity to allow MBE/WBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, sub-consultant, and subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific MBE/WBE goals are not established for this project, the Department encourages the Contractor to have participation from MBE/WBE contractors and/or suppliers.

(4) Listing of MBE/WBE Sub-contractors. The Contractor at the time the Letter of Interest is submitted, shall submit a listing of all known MBE/WBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory shall be listed in the proposal.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting MBE/WBE Enterprise Participation. When payments are made to MBE/WBE contractors, including material suppliers, contractors at all levels (Contractor, sub-consultant or sub-contractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word

'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Contractor, sub-consultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

f. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the

foregoing regulations.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001.

i. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

j. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 9. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) Federal Transit law, specifically, 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent the Department determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards,” 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, “Major Capital Investment Projects,” 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal and State Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by the Department to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by the Department.

e. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) Any "brand name" product or sole source purchase equal to or greater than $2,500;

(2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than $2,500;

(3) Any procurement equal to or greater than $90,000;

(3) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of $90,000.

f. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

g. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the

environment, and are energy efficient.

h. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding $100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

i. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent the Department determines otherwise in writing.

j. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

(a) Construction/repair work; or

(a) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for

proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be used;

(c) Generally used when conditions are not appropriate for use of sealed bids;

(d) Requests for proposals will be publicized;

(d) All evaluation factors will be identified along with their relative importance;

(e) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(f) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(g) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(h) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

k. Award to Other than the Lowest Bidder. In accordance with State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than $2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

l. Award to Responsible Contractors. The Contractor agrees to award third

party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over $25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over $25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: http://epls.arnet.gov/.

m. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

n. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that the Department determines otherwise in writing, upon request by the State Government, the Contractor agrees to indemnify, save, and hold harmless the State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the State Government for any such liability caused by the wrongful acts of State employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies. The Contractor understands and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by the Department. Should the Contractor unreasonably

delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Department in writing.

c. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

d. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the State interest in or impair the Contractor's continuing control of the use of Project property.

e. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining State interest in the damaged or destroyed Project property.

f. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the Department may require.

g. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 15. **. Insurance & Real Property**.

The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall

be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition to other insurance requirements that may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of $10,000 or more.

Section 16. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning in Certain Residential Structures,"

Section 17. Real Property. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project And/or execute at the request of the Department

any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever come first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement , so that the transferee becomes obligated as if the transferee had been the original party.

Section 18. Construction. Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Contractor agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 19. Employee Protections.

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed

and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5310. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 20. Environmental Protections.

a. General. The Contractor recognizes that many Federal and State law imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal and State laws that may affect the Project include: the North Carolina Environmental Policy Act of 1971 (N.C.G.S. 113A); the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal and State laws, regulations and directives in effect now or become effective in the future, except to the extent the Department determines otherwise in writing.

b. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all

reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Department.

Section 21. Energy Conservation. To the extent applicable, the Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing.

Section 22. Charter Service Operations. FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities, equipment, and supplies funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the Department determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 23. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

c. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party sub-contracts, or sub-agreements involving the Project.

Section 26 Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R.

Part 1520.

Section 28. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that the Department has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so.

b. State Interest in Recovery. The State Government retains the right to a proportionate share, based on the percentage of the State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. Department Concurrence. The Department reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 29 Amendments/**Revisions** to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 30. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 32 Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's Non-compliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the

Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name:	MR CHARLIE WRIGHT	Name:	MR CHARLIE WRIGHT
Title:	FINANCIAL MANAGER	Title:	FINANCIAL MANAGER
Agency:	NCDOT/PTD	Agency:	NCDOT/PTD
MSC:	1550 MSC	Street Address:	TRANSPORTATION BLDG 1 S WILMINGTON ST RM 524
City/Zip:	RALEIGH NC 27699-1550	City:	RALEIGH NC
Phone:	919-733-4713, EXTENSION 277		
Fax:	919-733-2304		
Email:	CCWRIGHT@NCDOT.GOV		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Title: Agency: Postal Address: City/Zip: Phone: Fax: Email:	Name: Title: Agency: Street Address: City:

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 21 of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF HIGH POINT

CONTRACTOR'S FEDERAL TAX ID NUMBER: _____
CONTRACTOR'S FISCAL YEAR END: _____

BY: _____

TITLE: **CITY MANAGER**

(SEAL)

ATTEST: _____
TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: _____
TITLE: SECRETARY

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE
Chaired by Council Member Douglas
October 28, 2014 – 9:00 a.m.
City Manager's Conference Room

Topics: 1) Continued Discussion regarding the Analysis of Impediments and Assessment of Fair Housing Report; 2) Update on Potential State Tax Credit Housing Project; 3) Presentation on the City of Charlotte's Affordable Housing Program; 4) Presentation on New Market Tax Credit Program; 5) Presentation on Potential Core City Down Payment Assistance Program; 6) Update on Meredith Street Apartments

Present:
Committee Chair Foster Douglas, Council Members Jeff Golden and Judith Mendenhall. Council Member Jason Ewing (arrived at 9:06 a.m.).

Staff Present:
Randy McCaslin, Interim City Manager; Bob Morgan, Interim Assistant City Manager; Joanne Carlyle, City Attorney; Brent Cole, Assistant City Attorney; Mike McNair, Director of Community Development; Richard Fuqua, Affordable Housing Manager; Jeron Hollis, Communications Officer; Wendy Fuscoe, Core City Adminstrator; Sandy Dunbeck, Vice-President, Economic Development Corporation; Eric Olmedo, Budget and Evaluation Officer; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk.

Others Present:
Dionne Nelson – Laurel Street Residential
Angela McGill – Executive Director, High Point Housing Authority
Janet DeCreny – High Point Housing Authority
Tracy Gann – High Point Housing Authority
Rosemary Steele – High Point Housing Authority
Bill McNeil – McNeil Planning
Craig Stone – Wynnefield Properties

Media Present:
Pat Kimbrough – *High Point Enterprise*

Transcript

Chairman Douglas: We're going to get started with Community Housing and Neighborhood Development Committee meeting because we have quite a bit on our agenda today and we want to try and get most of this stuff covered if we can. But before we get started the City Clerk has someone she wants to introduce.

Lisa Vierling: Yes, I'd like to introduce our new Deputy City Clerk. His first day was yesterday, he's Tom Vincent, and he comes to us from the Department of Cultural Resources in Raleigh.

Tom Vincent: Thank you.

Chairman Douglas: Welcome aboard Tom.

Continued Discussion regarding the Analysis of Impediments and Assessment of Fair Housing Report

I think the first on the agenda is to continue the discussion regarding the Analysis of the Impediments and Assessment of the Fair Housing Report.

Mike McNair: I've got Bill McNeill here. We're following on your review. The Council referred that to you and we need to refer it back to Council. Bill McNeill is here to answer any questions that you may have. He's given you some material but we thought we'd forgo any presentation and just give you the opportunity to ask any questions.

Chairman Douglas: Just give us a brief overview Bill.

Bill McNeill: Okay, just briefly. You remember about a month ago… I think September 15 ….Marjorie Williams of the consulting firm Mullin & Lonergan spoke to the Finance Committee before a Council Meeting. They've now delivered their final report on the *Analysis of the Impediments to Fair Housing*. It is about 270 pages long. You have the executive summary of that in front of you and that's about thirteen pages. This is, and I know you see reports all over, every month, several times, but there's some exciting things in here. The data that was used to produce the multi-colored maps, the data is great, but the maps are phenomenal and they point out all sorts of things about how High Point has changed over the past decade and then within the neighborhoods where people enjoy relatively plentiful to good schools, good services, good transit and where neighborhoods are short of that. What are called low opportunity neighborhoods.

You'll see in this report that following HUD guidance the consultant identified certain areas that are highly segregated. So called racially concentrated areas of poverty that have over 50% minority population and over 40% poverty. The strategies that the consultant has recommended these are what I call the goal and the approach. There's a goal that has several strategies for addressing the needs and concerns of residents in these racially concentrated areas of poverty. Typically these are inner city, older neighborhoods, east of here, east central curling around to the south side. But here is a balanced goal that is the other side of both that the City through its Community Development and Home Program and other resources should encourage more housing opportunities of minorities and low-income people in higher opportunity areas. On the maps those are shown in green. And there's a set of recommendations, strategies, about how to pursue that goal. There's something that you would expect in the Fair Housing Study and Recommendation that's for the, to increase the education and awareness of fair housing. Probably your Human Relations Commission staff would be the ones most responsible for that. And there's one that also connects the well-being of residents throughout the City.

Of course, in the high poverty area it depends of good economic development, job creation. So there's some recommendations about how to improve the economic well-being of people in these

high poverty areas as well. **I am recommending to you both that you receive and adopt the document in its form and concept but also that the Manager both Randy and as you move toward engaging a new manager that you pull together a staff team to dig into each of the recommendations and develop a detailed action plan connecting**. The consultant has put some concepts in front of you and in front of the staff that need to be translated into action and that's probably best done by the Manager and his staff team who can bring it back for formal decisions. The other part of this that is unusual for those of you who've seen previous analyses of impediments there is a conscious effort on the part of HUD to connect the fair housing recommendations to your consolidated planning for the use community block grant and HOME funds over the next five years. So it's the intent of, as Mike and the staff begin to consolidate the planning process to take the recommendations that are in this fair housing document, put it on the table and consider as they develop their next five years of funding strategies for CDBG and HOME.

With that, I'll attempt to answer any questions you have.

Chairman Douglas: Bill, you mentioned a few things. What was one of the most noticeable changes over the past ten years?

Bill McNeill: Well the City's population has grown, I think the figure was about 17% overall. The City's minority population about 26% overall. But within that minority population growth, there's a major growth of the Asian population, probably these are people coming through social service agencies and helped by churches and that was about I think about 126% growth. And then the Hispanic population grew during the decade by 110%. So the City's becoming much much more diverse. This isn't our grandmother's High Point. The existence of these RCAPS is nothing new. I think it's the map on page 21. But there's also areas that have almost as high poverty and almost as high concentration of minorities. That was a little bit striking and that there has been, predictably, relatively little affordable housing developed outside of these high poverty areas. And I'm glad that some people from the Housing Authority are here too.

The consultant also looked at how the Housing Choice Voucher program that the Housing Authority manages. What's resulted under that? Where are people who have vouchers located? Understandably about two-thirds to three-quarters of those people have located in relatively high poverty areas. The intent of both fair housing thinking and fair housing policy is to create more choices for people to use whatever the programmatic resources they have. So one of the recommendations would be for the Housing Authority to seek out apartment managers in the relatively higher opportunity areas, the green areas and see if they will accept people with housing choice vouchers. There's lots of financial details that they know better than I do about the voucher program. But that's one of the recommendations. And also you're making sure that as apartments are being built your transit system considers expansions of where transit lines go so that people who live in new apartments, wherever they are, and whatever income level they are, have access to transit.

Council Member Mendenhall: Bill, obviously, it says right up front this is to be included in the five year planning process. Are there particular priorities? Because, you know, we've got

four goals here with a lot of strategies under each one. Are there identified priorities that need to be included upfront in the process rather than putting off for the fifth year?

Bill McNeill: I think some of them are what we might call low-hanging fruit.

Council Member Mendenhall: Right.

Bill McNeill: And some of them are really going to take more work that has to start now but might mature later. One of the examples of a more complicated recommendation is a strategy to create a local housing trust fund. Now you already put, I think Mike said, $110,000 of City money into housing. Well, some cities around the region and some cities around the country have found resources to create a housing trust fund. That's one you wouldn't be able to do in year one. But, as an example of one you could do in year one, every year you're approached, when you deploy your HOME money, you're approached by developers that are seeking to submit applications to the North Carolina Housing Finance Agency for low income housing trust fund projects. You could condition the use of that money on finding sites that are in the relatively high opportunity areas. Now, are they going to be able to find those sites? It's already a very tough competition statewide. But that's, that would state your intention to use your money, that the money you have control over, to leverage more choices. And I'll pick an example, up the 68 corridor or on the Wendover corridor. I would add, and I don't know whether the consultant says that, that you sure want to link transit to that as well. Wherever there are, you would want to have proximity to transit be part of the criteria that you put out as you solicit proposals.

Council Member Mendenhall: We know that study is underway and nearing completion.

Bill McNeill: Yes. And I'm glad of it because if there's anything theme here you don't look at economic development in isolation. You don't look at housing in isolation, or transit. It's all connected.

Chairman Douglas: I guess this question is for Mike. I'm looking at this and they're talking moving this stuff outside of these RCAPS and trying to capture some of that. A lot of your money's come in attached to low and moderate income base situations, right? How hard it is going to be to move monies to those areas? Is that going to be like…

Mike McNair: That's not difficult at all. It's just a matter of identifying who the beneficiary is. When you get more into a direct beneficiary.

Chairman Douglas: You are seeking individuals then.

Mike McNair: Individuals or groups of individuals. So for instance, as he mentioned, if you have a tax credit that's not in a high income, not in a low income census tract, it's the people that live there that will create that eligibility. Or satisfy the eligibility.

Chairman Douglas: That's the people that live there though. I'm talking more about developing something though.

Mike McNair: Right. Because then you have what they call limited clientele. Clientele is limited to income eligible people.

Chairman Douglas: Are there any more questions for Mr. Bill?

Interim City Manager McCaslin: Do we need a recommendation from this committee to Council so we can put this on the agenda for the next meeting?

Council Member Mendenhall: Adopt it? Accept it? Adopt it? How do we do it?

Interim City Manager McCaslin: Adopt it.

Mike McNair: Request a resolution.

Interim City Manager McCaslin: We'll have a resolution for adoption. Because I think HUD requires them to adopt it.

Mike McNair: Yeah.

Interim City Manager McCaslin: So, in order for us not to affect future funding we need to have an adoption of this.

Chairman Douglas: So right now we just need a recommendation for Council, for adoption?

Interim City Manager McCaslin: Correct.

Council Member Mendenhall: So moved.

Council Member Golden: Second.

Chairman Douglas: All those in favor say "Aye."

[Passes unanimously.]

Chairman Douglas: So next…

Council Member Mendenhall: Excuse me one minute. So once Council acts on this may we then assume that moving forward Council will get, hopefully, fairly regular periodic updates on where we stand on incorporating all these things into the plan.

Interim City Manager McCaslin: We can certainly do that. Plus right after the first of the year, Mike will begin working on a new plan so this will be a part of.

Council Member Mendenhall: So, the recommendations in here are not really going to have any impact on this Council's decision to use some of the funding for revitalizations of some of the neighborhoods of the Core City? Necessarily? Is that what you're saying?

Interim City Manager McCaslin: It certainly could. I mean it could be in keeping with this plan.

Council Member Mendenhall: Okay.

Chairman Douglas: Essentially these strategies, I think since I've been here I haven't really seen us put out some strategies in a way to actually get where we're trying to go. This is a good thing. Did you guys have any input into this at all?

Rosemary Steele: Yes.

Chairman Douglas: A lot of the information gathered came from the Housing Authority from my understanding, correct?

Angela McGill: We provided quite a bit of the information.

Chairman Douglas: Good, thanks.

Interim City Manager McCaslin: Thank you Bill.

Presentation on the City of Charlotte's Affordable Housing Program

Chairman Douglas: Thanks a lot Bill. Next on the agenda we have the City of Charlotte Affordable Housing Program. Miss McNeill are you…

Interim City Manager McCaslin: Angela may have some preliminary comments you want to make.

Dionne Nelson: Thank you. I'm going to jump right in. Good morning, for those of you who don't know me I'm Dionne Nelson, I'm the CEO of Laurel Street Residential, but I have some familiarity with the faces in this room primarily because I've been working with the Housing Authority for about seven years now. I came to work with the Housing Authority when I was at Crosland and we were selected as a developer partner to redevelop the old Clara Cox. So we completed the first two phases of Park Terrace and since Crosland's transition out of development I launched a separate independent firm which is *Laurel Street Residential*. John Crosland is my partner in that effort and we do exclusively affordable and mixed income housing development. So we been doing that work now for about three years independently and working all across the southeast, mostly in the state of North Carolina. We are a Charlotte based firm but have maintained a very good relationship with the High Point Housing Authority and are working diligently to finish Park Terrace and then continue to look at what other development opportunities exist in the City.

This conversation really came about because the Housing Authority was looking to think broadly about how affordable development and mixed income housing is done across the region. They were wanting to talk to other municipalities to say "How are you doing it?" And recognizing that while it may not always be a perfect apples and apples comparison between High Point and other cities the question is how can we find some new strategies and some new opportunities and not necessarily recreate the wheel. They came to us and asked if I could set up a meeting with the City of Charlotte and they were more than happy to do that. They invited City staff to join them in that meeting and they came to Charlotte for an entire day in June. Walked through a meeting with the city staff about housing development and economic development and did a pretty robust tour across the City of Charlotte looking at some of those development properties.

So I'm going to attempt to collapse what was several hours into about 20 minutes to give you some flavor for what we discussed hoping that some of it might be a tool in some of things you were just discussing. One of the things I don't go into detail here is related to what you all were just talking about and Charlotte does have a locational policy. So they have a policy as a city as to where affordable housing can be developed and what exceptions are allowed in that policy. So they make exceptions for example for senior housing and for housing for the disabled and special populations but otherwise they have a locational requirement as to what areas of the city you can do affordable development with a waiver. If we as a developer want to pursue something outside of that policy, we have to come to the City and City Council and have to ask for a waiver in order to move forward. So there are some things out there that hopefully will help as you all continue to push forward.

The City of Charlotte supports the goals established by HUD and that includes preserving their existing housing stock, expanding the diversity of their housing types and supporting family self-sufficiency initiatives. They have a made a particular priority around reducing the number of homeless households, addressing the deficit of units in the city in terms of affordable units. Charlotte has acknowledged that it has about a 15,000 unit deficit. And generally they're developing a few hundred units, if you're following the program it's really tough to develop new more than a few hundred units a year. So it's a tough hurdle in terms of trying to manage that deficit of housing. And so they're also focusing on how they might rehab their existing housing stock and take the existing housing stock and make it more attractive to current residents.

Their general approach to addressing those goals is to partner with a very diverse set of organizations. Obviously, the Housing Authority is an important partner for the City of Charlotte. But I would argue that they are not their exclusive partner. The Housing Authority is seen as kind of one tool in the toolbox if you will, recognizing that they already have a large population of residents in the city that they currently must serve and as they expand those efforts their focus is important but to some degree limited. And so they also rely on folks like myself and other non-profit developers in the City of Charlotte to be another tool in the toolbox and see what we can do to bring to the table. They work heavily with service agencies and the philanthropic community in trying to deliver different programs. They focused their efforts mainly on funding. I think they've made a conscious decision that one of the biggest things they can do to move the needle is around money. Bottom line. And they support with other efforts that are consistent with the city's objectives.

Let me talk a little about their funding sources, which I believe will mostly be familiar to you. Their community and how they are using those sources. So recognizing that these sources might have other possible uses, this is how Charlotte has aligned its sources with its intentions. Their CDBG money is primarily used to support the rehab of single and multi-family housing. So mostly used a rehab source although the source itself can be used for infrastructure and it can also be used for new construction. HOME they primarily use tenant based rental assistance, new construction through Community Housing Development organizations, some people call them CHDO's, and down payment assistance programs. Their Emergency Solution Programs funds agencies specifically around their homeless population. And then they have a program with a source for people with AIDS and HIV and they deploy that money through a contractor that specifically looks for housing options for that particular population.

But the one I want to spend a little more time on, oddly, is actually their Housing Trust Fund. And this is the source the use primarily to develop and rehab affordable housing units. The Housing Trust Fund is designed to provide gap financing to developers of housing for households earning 60% of median income or below. So specifically that highly aligns with the Litech program in the State of North Carolina and allows us to use that source as gap financing mostly in those deals. The Housing Trust Fund is funded through voter approved housing bonds. So on this ballot for example, we are voting on in the City of Charlotte on a $60 million bond approval for housing. And they intend that to last for, I believe, over eight years. And so every few years we have a bond referendum on our ballot and it's not dissimilar to the bond referendum that the city issues with respect to infrastructure. But we might have an infrastructure bond, we might have a housing bond in the same way you talk about the constituents having to approve money for schools and other sources they treat the development of housing in a very similar fashion.

Interim City Manager McCaslin: How has that been received in Charlotte?

Dionne Nelson: It has always passed. Very well received. But the city is also very aggressive. They partner with the Chamber of Commerce and they run a full blown marketing effort. I'm talking yard signs, billboards, "vote yes" on the bonds, this is what you're going to get, this is why. And they really work to try to help constituents to understand why that is good for everybody. And they work hard to tie the housing effort to the economic development effort. You can't bring jobs and companies to the City of Charlotte if those employees don't have an affordable place to live. Companies will walk away from a deal because they don't believe their residents can't find an affordable housing stock. And if you really think about who serves us in most of those economic development opportunities it's the folks who in many cases that are making less than the median income, and that's the service Core. And so we really try to make that link so everybody has a better appreciation for why it's important. But it's a true marketing effort if we're very frank about it.

Interim City Manager McCaslin: And you said they've had two prior to the one that's currently on the ballot?

Dionne Nelson: I think it's been going on, I don't know the exact number, but it's been out there for a number of bonds. But it's been out there for a number of years. This is 2001 so, this

statistic about how much they've committed since 2001 is $81 million out of the Housing Trust Fund. So I believe it's probably been more than one ballot. I have been in Charlotte for about eight years and so my memory says at least two or three. But I believe it was existing prior to my coming to the city. I can get that data for you.

Chairman Douglas: So it sounds like it's very receptive as long as it's explained to the public what the money is used for and that it goes directly for that particular use.

Dionne Nelson: Correct. It goes directly for the support of housing development in the city. It is an exclusive source and it's a dedicated source that is then used and allocated through different programs.

Council Member Mendenhall: What department in the city controls the Housing Trust Fund?

Dionne Nelson: The Department of Neighborhood and Business Services. And they have a Housing Trust Fund Manager. And they have specific programs and processes as to how that money is allocated. So let's take the tax credit program for example. In about February of every year the city issues a RFP open to all developers who are interested in getting money, gap financing for a tax credit project. They'll preselect a particular project. They do an issue open RFP and everybody can come to the table, complete their application describing the product, showing what it's going to look like, where it's located, etc. They also have made an explicit decision that they want as many units on the ground as they can get. And so in doing so they effectively, if you meet all the basic criteria, they will sign a commitment letter to every single project. There are rounds. The city has signed eight commitment letters. Two projects are going to win. And everybody, maybe three in Charlotte, right. And in Guilford, it's one. But there's an acknowledgement that there's going to be a filtering in that process. What they've decided is: We don't want to be one here or one there and risk that, as smart as we developers think we are, we lose. You can't guarantee it. We try really, really hard. But you can't guarantee it. And so, by committing, by using a basic criteria, and committing across the board the only commitment only sticks to those projects that lend their tax credits. And then everything else just kind of expires and goes away. And then they move forward and the projects that have won the award for tax credits move forward with the full commitment from the city. That generally turns into a low interest loan and they adjust the payments depending on what the project can afford. Sometimes it's 2% interest and there's a hard payment. Sometimes it's completely deferred, it depends on kind of what the economics on that project make sense and they evaluate that on a case by case basis.

Interim City Manager McCaslin: Which is similar to what we've done with our Section 108 funds.

Council Member Mendenhall: What did you say the name of the department in Charlotte is?

Dionne Nelson: They call it their Department of Neighborhood and Business Services. And in this packet I give you their contact information. As I'm not going to proclaim to be an expert on the City of Charlotte, I know it well. And in fact I sent this to the city yesterday so that they can

have a chance to say I'm not saying anything that's way out of line here. But in the spirit of trying to get some information in front of you, I'm attempting to be a proxy for them today.

Mike McNair: They did some reorganization a few years ago.

Dionne Nelson: Yes, our Housing and Economic Development currently is together. There's a lot of shifting going on in the City of Charlotte's staffing as well so that may or may not be true in a month, but today that's the way it's structured.

So let's talk now more about specifically how the Housing Trust Fund money is used. So, all of these programs is how they deploy the actual Housing Trust Fund dollars. The first is a Housing Locational Policy Land Acquisition Program. So to the point of having high opportunity areas. The challenge in those areas is often land costs, it's zoning, it's a whole bunch if issues in the priority parts of town that are difficult for an affordable developer to really navigate independently. So they are setting a bucket of money that can be used specifically to buy land. Get ahead of the curve, let's get some land control in some key parts of town.

The second is the Tax Credit Development Program. And that's the program that is utilized the most frequently and that's the program I was just speaking of. Third is the Supportive Services Program. And this is where they are providing supportive services for any provider that is specifically addressing development that deals with the chronically homeless. We have an incentive based Housing Inclusionary Program that really supports what is a traditional market rate development and tries to encourage a land, a market rate developer to include some number of affordable units in their development. And this program is actually just launching I believe it will launch this fall after the bonds pass. But they're basically going to be buying their way in the market rate developments. You give me X number of units and I'm going to give you $30,000 a unit.

The Single Family Foreclosure Acquisition Program provides funding for the acquisition and rehab of blighted single family homes. So in those neighborhoods, this is the balance that I see in the city. There's a definite push to get into the higher opportunity areas. They want to encourage us to look for opportunities to develop there. Then there's also an acknowledgement that you can't abandon all of your inner city efforts to the high opportunity areas because you'll never get any revitalization. Your blighted areas will stay blighted. So you'll see a balance between each of these programs. Some are pushing us to the better areas of town and some of them are encouraging us to pull up the housing stock that's in the more blighted neighborhoods.

And then lastly, the Multi-Family Rehab and Acquisition Program that's gap financing for the acquisition and rehab of existing housing stock. So acknowledging that if you need 15,000 units, and you can build 350 a year, new. You're never going to get there. So this is meant to say: "How can we encourage to folks to go into some of those blighted areas, buy existing apartment communities or existing housing stock and rehab it and redevelop it to bring up the quality of that housing stock.

But all the Housing Trust Fund is a bond. It's issued, that money, the city then uses its credit to issue that bond and puts that money in a pot. And then that pot is made available annually across these different programs.

Let's talk a little bit about where's the money go. So what they're proposing in this bond, they're issuing a $60 million bond request. Is that these programs be funded over eight years in this way. But you see that the funding source across all them is HTF, which is Housing Trust Fund. And then here's the potential units that they expect to get. Recognizing that for $60 million they're going to get 5,800 units. But the reality, there's an understanding and acknowledgment that affordable housing doesn't happen independently. There is a subsidy that finances affordable housing. You will not drive the market to do affordable and mixed income housing with the use of a subsidy. And to date we've leveraged the state subsidy and federal subsidies heavily, but even you can see in this current QAP, which is the State rule book for how we get tax credits, the State tax credits effectively disappear. And so some of those subsidies are going away and we're going to need to rely more on local municipalities to help us get those deals done. Yes sir?

Craig Stone: You said this has been going since at least 2001, so for the last thirteen years, you've invested $81 million in bonds which has generated about 5,000 units. Why did they ramp up almost equivalent $60 million this year, this bond, versus what they've done the last couple bonds, don't even come close to that.

Dionne Nelson: I'm going to…I can only probably give you part of the answer not being a true city representative. But my understanding is that there's an acknowledgment by the city that they are not moving the needle fast enough. That if they have a 15,000 unit, they've been saying 15,000 units since I got to Charlotte. Because the truth of the matter is the gap grows every year. Every year they're putting units on the ground but then there's a need that's still expanding. Especially when you look at the economic reality that we've been over the last few years. So this is a little bit of an acknowledgement, in my opinion, by city staff and city leaders that if we really want to change the face of the City of Charlotte and make it the world class city that Charlotte likes to believe it that it can be, then we got to solve this problem and we've got to be more aggressive than we have in the past. What I appreciate is, now they're challenging the constituents and staff is stepping up to the plate to put your money where your mouth is. Because at some point that's what it boils down to.

There are other programs outside of Housing Trust that they also support. One is a Mixed-Income Housing Development program which works with planned communities. So if someone's looking to do a large scale planned neighborhood, so master plan home, home building etc. Then they are working with those developers to say if they offer a percentage of their units to households at 80% of median income or less then they will provide a voluntary density bonus. So where they might have been zoned R-3 or R-6 meaning they can put six units to the acre, they can know say "Okay, now I'm willing to provide "X" percentage of affordable units to 80% of median." So, it could be a homebuilder who's still offering home ownership but they're putting in some units that might be affordable, at price points that are affordable to 80% of median. And in doing so, they get some additional units. So they might be able to go from six homes, single family homes, on an acre to some number of townhouses for example in that some parcel in order to provide more affordable units.

The second is their Rental Subsidy Endowment. And this is one that's a public private partnership. They're working with the Foundation for the Carolinas and basically the city had agreed to put up half the money if the Foundation can raise the other half. And the city's putting up $10 million to this endowment with the goal of providing basically, it's a quasi-voucher program, providing a subsidy to households between 30 and 50% of median income. But they have to be households that demonstrate an ability to hit self-sufficiency within a two year period. So unlike the Housing Choice Voucher, where you kind of have that voucher and it's a subsidy that lives with you forever, this is kind of a two year pass. It's a great tool for example, for veterans, who are coming back from having served or are moving to Charlotte for a period of time and transitioning back into the workforce. They haven't really reached their income potential because they're going back to school or something of that nature. But this is a tool that helps them kind of plug that gap. But it's unique in my opinion because of the public-private partnership.

If we flip to the next page, the Down Payment Assistance Program is very similar to your Down Payment Assistance Program here in the City.

Tenant Based Rental Assistance. This is a subsidy, rental subsidy as well, but it's going to much lower income households through agencies. So it's funding to the Salvation Army, the Women's Shelter, etc. to provide housing for folks that are kind of coming out of homelessness and probably need support over a longer period of time.

And then lastly is the Housing Rehab Program which is primarily funded through CDBG. Charlotte has an in-house staff that deploys those funds and they also partner with the Habitat for Humanity and deploy some of that rehab money through the Habitat for Humanity. That's for homeowner's at 80% of median income and below to support the rehab of their personal residence. So an individual homeowner can reach out to the City of Charlotte and say "I really need to work on my roof, I'm having code issues and I'm this income level and I need support" and there's a program where they can apply for those funds.

Now I just want to give you a couple examples of their success. This is the project called The Renaissance. It's near and dear to my heart. We're the developer on this project. We are the partner for the Charlotte Housing Authority on this project. It is the 2010 Hope VI Grant. We demolished more than 300 units of public housing on 40 acres and we're building back new, 334 new units of all mixed income housing. We're going all the way from 30% of median income all the way up to market on the same site. And, but I think the fact that Charlotte has won five Hope VI Awards speaks to the city's commitment. Because the city has included a major investment in every deal. And the way those projects are scored, whether it's Hope VI or Choice, it's about leverage. You cannot win if you are not demonstrating a leverage of the federal government's dollars. So the city's investment in Renaissance was a $5 millioncommitment to housing, a $7 million commitment to infrastructure, and that was considered leverage versus a $20 million Hope VI Award.

Now let me speak to what the city got. They got $75 million worth of development. We're doing it over three phases, 334 new units. So there was a lot that the city got back for their $12 million investment. But what helped the Housing Authority win was the twelve versus the twenty.

If you flip to the other one, it's example of success is Brightwalk. The developer here is the Charlotte-Mecklenburg Housing Partnership, a non-profit developer in the City of Charlotte that gets heavy support from the City of Charlotte. And people often refer to this as the "City's Hope VI Without a Hope VI." This was not executed with a Housing Authority partner, it was not executed with a dime of federal money. It came through the city's commitment to really revitalize a particular part of town. This is right off of the 277 corridor just outside of downtown Charlotte. So from a land use perspective, there was a belief that if there was a real investment you could really move the needle in terms of tax value. What was valued at less than $1 million is projected to be worth $60 million of tax value when this is all done. They will build over 500 units of mixed income housing in this community.

And Jan, if you'll flip the page….looks great. This is worth a tour. All of this, if you have any interest in this, I'm happy to work with the city to coordinate a tour and a visit because it's really tough to appreciate in my little two pictures. But, to give you some perspective in Brightwalk, they invested $25 million as a city. They issued a 108 loan in the amount of $10 million against the CDBG funds of the city. Which is a loan against your future CDBG pool. They also did a Housing Trust Fund set aside of $5 million. They did a synthetic TIF where they projected what the tax value was going to be from the area and they basically provided that as grant funds to the development with the expectation that they will get that money back through tax value. Synthetic, because it's not an official TIF. But it's an acknowledgement of what will come and what we think that's worth. From infrastructure, and in many cases the do leverage their infrastructure pot against their housing pot. So this comes from their infrastructure bonds. They put $6 million in roads on the ground and in terms of relocation the put a half a million dollars to help move those families out of the old community and then they gave a small parcel of land of $55,000. In total, they delivered, as a city, $25 million for revitalization efforts which does rival what I just showed you at The Renaissance which was a $20 million grant from the federal government.

And so I just wanted to share those two examples. As I mentioned, I am, I know Charlotte well, I'm a Planning Commissioner in Charlotte, I spent a lot of time kind of digging into the details. But, Pam Wyman was gracious enough to do the tour when the Housing Authority and staff came to Charlotte. She'd be more than happy to spend time with the City of Charlotte. I think she values as much as anybody the idea of sharing best practices and figuring out how we can support one another.

Any questions, yes sir?

Council Member Ewing: The Brightwalk, what year was that?

Dionne Nelson: It started, I would say it started in about '08 and it's still underway. So, I think they got about 300 units done, but more are expected. So, they actually managed to really drive home ownership. So they've done some tax credit deals in this community to deliver units to the

lower end of the spectrum and they've done a full scale home ownership community done by Standard Pacific and that includes townhome units, single family units, etc. It looks fantastic and that phase of development is about done. They're working now, that the units are on the ground, they're having serious conversations with grocery stores about how to bring a grocery store to that community. They're working with parks and rec to figure out how to do a land swap to provide the retailers with the parcel that they prefer. But, it's a work in progress and sometimes when you're doing revitalization it's tough to deliver some of those retail and other economic development efforts if you haven't demonstrated the households, or as we say the rooftops, that will support, I think they've got a credible story around rooftops now.

Interim City Manager McCaslin: Any of those market rate units?

Dionne Nelson: Yes Sir. Most of them are market rate units. The affordable units were largely delivered through two or three tax credit phases. But it's a broad mix of multi family structures, so traditional market style apartment buildings through townhouses that are home ownership all the way through to single family homes that are home ownership in a well done kind of planned community layout.

Chairman Douglas: Are they privately managed?

Dionne Nelson: Privately managed. So the Housing Partnership uses the same property management company that we use and frankly serves us at Park Terrace which is S.L. Nusbaum. S.L. Nusbaum is a Virginia based private property management company that manages both affordable housing and market rate. And so I believe they deliver at a very high market rate standard of property management so the apartments in Brightwalk are managed by S.L. Nusbaum and obviously Standard Pacific has sold the home ownership phases to them directly. And the home ownership is in an associated community. So they have a homeowner's association helping to manage the standards of that community on the home ownership side.

Other thoughts and suggestions?

Chairman Douglas: I think you've given us some really good ideas on how to move forward and one of things that I picked up from this was the amount of participation from the City itself into making this you know come to fruition. Surely if we're going to help with our housing shortage then we're going to have to, as a City, take a major role in some of the ideas you guys have used in Charlotte.

Dionne Nelson: I will give them also credit for they've been really diligent about is they make new initiatives and new programs kind of reaching out to the community to understand what neighborhoods and community members and constituents will receive and support and what they believe will work and need. But they also reach out heavily to the development community and so we've participated actively with them in saying: "Ah, that's not really going to work." Like, it's a nice idea, it doesn't change the economics of this deal and really working back and forth to say here's what would work, here's the process, here's how you can align your timing and your criteria for your RFP process so that we can actually be successful in meeting your objectives and the state's objectives at the same time. So, I offer myself to you as well and the Housing

Authority that if I or other developers can be supportive in helping you figure what you really want to accomplish, I'm happy to offer that insight. It's only one data point, but whatever kind, hopefully it all adds up to something worthwhile.

Council Member Mendenhall: What's the acreage of Brightwalk?

Dionne Nelson: I don't know that off the top of my head. I'm going to say sixty acres. Renaissance is forty, and Brightwalk I believe is larger than Renaissance. But I'd have to double check that.

Chairman Douglas: You said sixty?

Dionne Nelson: Sixty. A very large area.

Council Member Mendenhall: Where, was it all under Housing Authority, was it private ownership?

Dionne Nelson: It was private ownership. Run down, kind of old 1940 vintage duplexes and they came in and they bought it from a private owner.

Council Member Mendenhall: They, the city bought it?

Dionne Nelson: The city supported the Housing Partnership which is a non-profit developer who said we want to buy what was called Double Oaks, it was the old Double Oaks. We want to buy Double Oaks and we want to transition it and revitalize it like we would typically do in a Housing Authority effort with a Hope VI.

Council Member Ewing: Randy or Mike, as we continue to talk about some of the properties that we own and how to leverage those and the ones that have liens, I'd be interested to see an overlay map with the map that you've already shown us with what we own in coordination with where some of the highest opportunity is so we might be able to zero in on an actual site that we should look to focus on acquiring property and negotiate some of the properties outside of that.

Interim City Manager McCaslin: We can get you that.

Chairman Douglas: I thought the map that you had given us might go over a lot of that already.

Mike McNair: Yeah, it just wasn't coordinated with.

Interim City Manager McCaslin: The scattered sites.

Mike McNair: Though if you remember the shapes are all similar.

Council Member Ewing: Yes. This is a good, where it shows the concentrated areas of poverty are should give us a good area that we can zoom in on and identify where the potential sites that we want to look at for highest use.

Dionne Nelson: Thank you, I appreciate your time.

Chairman Douglas: A lot of good information.

Interim City Manager McCaslin: You did a good job in 20 minutes.

Presentation on New Market Tax Credit Program

Chairman Douglas: Next on the agenda is the New Market Tax Credit Program.

Interim City Manager McCaslin: Mike and Richard Fuqua have just come back from a seminar, training session on tax credits so we want to give you an update today on this.

Richard Fuqua: Good morning everyone. As Randy mentioned, Mike and I had an opportunity to attend a New Market Tax Credit training up in Philadelphia. It was two and a half day training, and like the former presenter I'm going to attempt to present what we talked about over two and a half days in 20 minutes. So, if there are gaps or pieces of information that you have questions about please feel free to stop me.

What we want to cover is just some basics on New Market Tax Credits. What they are, how they work. Give some examples of New Market Tax Credit projects that were presented in Philadelphia as well as to talk about what are some next steps. What are some ways that the City can get involved with New Market Tax Credits. The Tax Credit Program was actually created back in the mid-2000's and it's a really a way to help incent and encourage private investment in low income communities. It will not, in this case, require any City dollars per se'. It's really helping to encourage private investment in these communities. What the investor receives for their investment is over a seven year period they receive a 39% tax credit of their tax liability. Over the first three years, they would receive 5% credit, and over the last four years they would receive a 6% credit for a total of 39%. What the businesses and partners get is actually equity or below market loans to help encourage their continued growth and development. This program is primarily used for retail development, but it can also be used for community facilities and even for the development of housing as we'll talk about here in a little bit. It is not meant to serve as 100% financing, it's really meant to be a gap filler, which is what many of our programs with the City are is to be, is to fill in the gap.

The program is administered by the Community Development Financial Institution which is a division of the Department of Treasury. Tax credits are awarded to what they call Community Development Entities which are separate entities. They are not awarded to governments or projects directly but to those CDE's. The CDE then in turn makes investments in what they call Qualified Low Income Communities. On an annual basis, the allocations range from anywhere from 2.5 to 5 billion dollars.

Council Member Mendenhall: Go back and explain a Qualified Community Development entity.

Richard Fuqua: A CDE is a for-profit, independent entity that is created to actually make the investments in the businesses or in the projects. And you'll see, I'll have a chart that will show kind of how the money flows.

Interim City Manager McCaslin: Do we have any in town, Richard?

Richard Fuqua: No, there are none in town. There are no Market Tax Credits in High Point but there are some in Guilford County. But they're none in High Point.

Council Member Mendenhall: CDE's in Guilford County?

Richard Fuqua: There are CDE's that have as one of its target markets either statewide, or multi-state or national. But there are no New Market Tax Credit projects in High Point at this point.

Council Member Mendenhall: Not the projects, the CDE's themselves, do they exist in our area?

Mike McNair: Yes.

Sandy Dunbeck: Self Help got some, got an award so Self Help, I believe could function over here, is that correct?

Richard Fuqua: They could, yes.

Sandy Dunbeck: And we did a little research, there was a CDE in Winston-Salem previously, it didn't look like they got a recent award. But there have been awards in the county. Some relationship with a CDE is what it looks like we need here in order to utilize that so that would be kind of part of the moving forward would be to develop.

Council Member Mendenhall: To identify that.

Sandy Dunbeck: And to develop which CDE we would want to work with.

Council Member Mendenhall: Got you. Thank you.

Richard Fuqua: Okay, you're welcome. Any other questions at this point?

There are many types of projects that New Market Tax Credits can be used for. They can be used to provide loans and investments to operating businesses located in low income communities. For the development of commercial, industrial, and retail real estate in these communities. It can be used for mixed use projects but they have a stipulation that the income from those properties, the housing income cannot exceed, actually 80%, but the commercial income must exceed at

least 20% of the gross income for the projects. And to be really competitive, it needs to be 25% or more. There's actually stipulations that if you go below 20% then you can be in jeopardy of losing your tax credits.

You can also invest in businesses that develop for sale housing in these communities. The tax credits won't go to the house directly, or to the homeowner directly, but actually to the developer that develops those properties.

You can also use tax credits for loans purchased from another CDE which we'll talk about here in a little bit as well as to provide financial counseling and others services to businesses that are located in these communities and well as those owners that will be considered low income.

Development projects, as I've mentioned before, if the income for the residential dwellings is more than 80% then that could make that project ineligible. And you see those various ones that are listed here.

The sources of money which we'll talk about in the chart here later on you can actually have equity, which we'll talk about, but also you can have debt. You see many instances where there are financial institutions in order to meet either CRA credit or they have an interest in seeing revitalization in these communities will actually provide low interest debt into the project to continue to increase the amount of tax credits that can be brought into the project. You have standard underwriting, depending on the project whether it's a real estate project or a business. And that underwriting is, as you would see in a market rate project, it has to pencil out. If it doesn't pencil out, then more than likely investors would not invest their moneys into the property.

It may be a little difficult to read some of the writing. But in general, the CDE allocatee applies for and would receive the tax credit allocation. That CDE allocatee, in their application, says what types of projects that they would invest in. And each of those investments has its own, what they call a sub-CDE, so each project has its own LLC that those credits would be used for. In exchange for those tax credits, you have a particular project, shown there at the bottom. We have an industrial site that we would like to revitalize. That project has an interest in attracting equity through New Market Tax Credits. The investment fund, at the top, has an interest in investing in that particular project. So, they in turn, would create the investment fund which is made up of: an equity investor, which in most cases owns the investment fund. And, if there are resources available, you have loans. Bank of America for instance, when they say "Hey, we're willing to provide a low interest loan into the project and we're willing to invest into this investment fund." Those funds flow into the sub-CDE as a qualified equity investment. Much of that qualified equity investment flows down directly into the project. In exchange, you have, if the low interest loan requires interest payments over that seven year period, those interest payments would flow back through the sub-CDE, back to the bank. You also have a flow of New Market Tax Credits that come from the CDE to the equity investor.

Yes Sir?

Council Member Ewing: Richard, in this flow chart, as far as the City's involvement, if we were to be able involved in this, would we be in the equity investor, is there where you think?

Richard Fuqua: There are a number of ways that the City could participate. And if you would allow me the opportunity to get to that slide, we can talk about that. But certainly one way, is to provide up fronts, down here at the bottom. Well, we're not really interested in, we want to make sure we get payback from day one. You can provide gap financing here. Okay, but we'll talk about that.

Any other questions?

So, the long and short. To encourage the equity investor and the bank to invest in a project in a low income community, part of that incentive is to receive tax credits. The tax credits flow back from the CDE to the equity investor and funds from the equity investor and the low interest bank loan flow to the project.

If there are no questions we'll keep moving.

Just a few examples of projects. Omaha Standard in Iowa, they were being wooed by a state next to Iowa to actually move their operations to that state. Before this project there were three or four different locations right on the border of Iowa and they were able to through New Market Tax Credits create a new 200,000 square foot manufacturing facility at a cost of around $11 million which consolidated multiple operations and actually created or retained over 300 jobs.

Second, is the Compass Center in Seattle. Which was an opportunity to create mixed-use housing as well as a social service facility which includes transitional housing, a commercial kitchen, administrative offices as well as counseling services that serves over 3000 homeless people annually. And this was a more difficult project in that it brought together 20 different public and private sources and did include Section 108 as one of the funding sources.

This is one that some in the room may be more familiar with. A trip down to Spartanburg allowed them an opportunity to see the Southside Retail Center, which is a 61,000 square foot neighborhood retail center that previous to this project this was considered a food desert. There were only convenience stores that were available to the residents in this area before this project. And another unique thing is that the project is actually surrounded by Hope VI redevelopment areas and it led to the creation of 40 jobs. For those that may have gone to South Carolina if you want to add anything to this, please do so. If not, if we have questions?

Sandy Dunbeck: I would just say I was on the trip with the Housing Authority and I can, I mean it was an excellent example of redevelopment. It met the need for a grocery store. It was a process, so they went through this process and tried to fund this project and they did it with a compilation of sources of funding and it took them a number of years and they worked through that steadily. The City Manager there just really worked on it with his staff over a period of years. They had strong support from their Mayor and they eventually got it done and it did really end up in a unit that provided the services. They had maybe hoped to do something that was more historic looking with buildings closer to the street but the funding just didn't work for them

in that area. So, they were pleased that this was the end result. And New Market Tax Credits were a part of that as well some other sources of funding. There was city support, there was CDBG, there was also some private injection funding. So we were all just impressed we went with what they got done here and then improvements in New Market Tax Credit examples that they used in other areas of the city. They used it for projects like this, they also used it for industrial projects. So, I think it's a tool that would have value to the City of High Point if we get to that point.

Council Member Mendenhall: So, did they do revitalization of neighborhoods to start with? How did they get, because you know what we keep hearing is no grocery stores are going to come in because there's not the data there.

Sandy Dunbeck: It was a fairly main connector I think that this was done on, so I think they already had a reasonable demographic for it. Again, if you look at the list and, I think that was a Save a Lot, so it was a Save a Lot and as you look at stores with varying demographics and needs, Save a Lot is probably one that you might think about for areas like that are lower income. But that's what they worked on. I'd say they did some things with, the actually had a Virginia Tech partnership, they were working on housing partnership near that university, they were buying some properties but some of it was the existing homeowners in the area that were just smaller units but had no access. So I could see areas of High Point that might be similar in characteristic to this.

Council Member Mendenhall: Well, we've talked about the southwest and across from GTCC as the potential because you've got it on both sides of Main Street.

Sandy Dunbeck: That's right. You have good traffic flow there, that site's at a good price point right now. The owner would like to sell it. So there's some opportunity there for sure.

Mike McNair: Judy, if you were standing in the parking lot of that facility and did a 360, there was a brand new school being constructed across the street, and there was quite a bit of work that had been done. You can tell it was like, it wasn't the only thing there.

Council Member Mendenhall: Right. That's the thing about that particular site on South Main. Because it is right across from GTCC and you've got all kinds of people there who I think would use it in addition to the neighborhoods. But there's no question on both sides of Main Street we need revitalization in some, in those neighborhoods. But I just, it continues to floor me that we can't seem to get the demographics to encourage somebody to come in. Into that particular, well, that's just one of the areas, the food desert areas.

Wendy Fuscoe: I think part of this is you throw enough incentives and tax credits and layer it on top of it and suddenly it is more attractive to a developer.

Council Member Mendenhall: Well, I know you had sent some information about that out Wendy about that particular tract that we've been looking at now for two years. What are we going to do with it?

Mike McNair: There's another factor here. CDU worked with them on that project which was the National Development Council. They told us that Spartanburg had more tax credits per capita than any other place in the country because they got five or six of them down there. So the city actually has retained them to continue to advise them on how to, to really offer a service to the development community. They help them access those credits. So there's a role we can play in the sense of facilitating their access.

Council Member Mendenhall: In this particular development, because I'm assuming although it's a little hard to tell from the picture, I'm assuming that the grocery store is the main anchor is the main anchor in this particular retail center, is that pretty much.

Mike McNair: There's a credit union too.

Council Member Mendenhall: Was it done by a private developer and the grocery store leases the space? Did a private developer come in and do it? How was it done?

Mike McNair: I know there was a private developer.

Sandy Dunbeck: There is a developer. The city solicited developer proposals, they then chose a local commercial developer, they worked with the NDC. So it was ultimately a partnership that looks like the developer, the banks, and the NDC closed on the project financing and finished construction. So, yes I would say it is a lease arrangement with any of the tenants.

Council Member Mendenhall: Yeah, but I would assume it's almost a chicken and an egg thing because you're not going to get a private developer to buy that tract and develop it if they're not pretty much assured that the tenant is going to be there when they do it. I don't know what the City's role is going to be in that.

Sandy Dunbeck: And again, it was a multiple year process and I believe they acquired the land with CDBG funds so the city had gotten involved through the acquisition of the property.

Council Member Mendenhall: So the city owned the land then?

Sandy Dunbeck: I believe that would be correct.

Council Member Mendenhall: I'll bet they had control of the property.

Sandy Dunbeck: And then they worked to solicit their partners. And again, it wasn't just an immediate, that they got their grocery store. They worked on multiple ones.

Council Member Mendenhall: But the city actually owned the land. It puts a whole different light on it.

Mike McNair: About 25,000 people.

Council Member Ewing: From the tax perspective, I won't hold you up too much, but if the City owns the land and decided to do a land lease to a project developed something like this and the City retains the land. How do the taxes work? If the City owns the dirt, is the approved structure still on the tax scrolls?

Interim City Manager McCaslin: I think it is. Because right now if you look at any commercial, you have a land value and a building value. So I say what you probably have is no land value if the City owns it but you have the building value.

Mike McNair: Park Terrace pays taxes? That's the same situation. Housing Authority owns the land, the facility is privately owned.

Interim City Manager McCaslin: This part right here's very important. Go ahead Richard.

Richard Fuqua: Sure, sure. What we want to show here is there are certain criteria for the census tracts in order to qualify. Basically it's based on poverty rates and unemployment rates. You have two levels of qualification, you have either have a qualified tract or a highly distressed qualified tract. The ones in the blue or grey are actually census tracts that would be considered highly distressed. And in fact, they require as you make an application they ask you to determine how much of your allocation will go toward highly distressed census tracts. And they ask for at least a minimum of 75%. So, in order to be competitive, to receive allocations, you need to have a vast majority of what you plan to use those tax credits for in these census tracts. And you see in the dotted line is what the Core City, is our Core City. So, two thirds of the Core City would be considered in the highly distressed census or have qualities that would be considered highly distressed qualified census tracts.

Any questions?

Interim City Manager McCaslin: Which is where we can use the New Market Tax Credits.

Richard Fuqua: Actually, you can use the New Market Tax Credits in the qualified census tracts. But, if we look to work a CDE, they may specify we only want to work in highly qualified census tracts. And you see there, that would be the area that we would focus on.

All right, next steps. Getting to Jason's question.

We might, Mike has actually reached out to NDC, the National Development Council, that actually sponsored the training to see how we could advance the ball. To see whether or not they would be willing to work with us or maybe a similar entity to what we call assess and assist. To assess the community, to assess opportunities where New Market Tax Credits could be used. As well as to potentially assist us in, as Mike had mentioned before, working with developers to help them to see how New Market Tax Credits can be used to bring those projects to fruition.

As was mentioned before, actually working with CDE's that have received an allocation. To work with them to say: "Hey, we have projects in High Point that we believe would qualify for New Market Tax Credits. Would you be interested in working with us?"

There are examples and there's ability for a government to create a subsidiary to be a CDE and act as that CDE and either work with other CDE's to attract New Market Tax Credits or actually apply on its own to get tax credit allocations. Danville, Virginia, actually just received a $20 million allocation in the last round to do manufacturing and mixed use development in Danville. Another example is Dallas. They actually created a CDE and received an allocation back in 2009 of $50 million to do job creation, job training, and mixed use development. And there are other examples. I just pulled these out to show. One, Danville Virginia, is a smaller community and they have been successful. There's also been talk about the South Carolina has been very aggressive in utilizing New Market Tax Credits and to their credit has been very successful. There's also the opportunity for the City to utilize other funding sources as leverage. Section 108, Historic Tax Credits, Mill Tax Credits as well as others. So I believe there are, as has been alluded to, that there are opportunities for the City to hopefully attract projects or identify projects where New Market Tax Credits would be a funding source among other funding sources to help get those projects off the ground.

Council Member Mendenhall: Explain how, because since right up front it said that this doesn't go to governments or projects directly. So how did a government create a government controlled entity that became a CDE?

Richard Fuqua: They actually created a subsidiary of the city that applied to the CDFI fund and because of their work in low income communities were actually designated as a Community Development Entity. And as such they could do those things that a normal CDE could do. Either apply for tax credits on their own, or work with other CDE's to attract tax credits.

Council Member Mendenhall: Was this entity city funded?

Richard Fuqua: It depends. It depends on the project. I would say at the beginning, because they do want to make sure that the entity has the capacity to manage New Market Tax Credits. It may be that in the first two or three years they may be city funded. But the fees that could be generated by the CDE for projects may be enough, depending on what the numbers look like, may be enough to actually pay for staffing.

Mike McNair: That's why some cities opt to subcontract with the CDE rather than selling. It's a, whichever way you want to go. You do have to staff it.

Council Member Mendenhall: It seems kind of funky that a government could set up a CDE when the government's not supposed to get, be the beneficiary.

Richard Fuqua: Well, the government wouldn't be directly, it would be the entity would be the one…

Council Member Mendenhall: That's kind of. Okey dokey. Doesn't make a lot of sense to me.

Richard Fuqua: Any other questions?

Bill McNeil: Just one thing. Our friends at the General Assembly eliminated the Mill Tax Credit this past session and they've taken away the Historic Tax Credit at the state level.

Interim City Manager McCaslin: The Historic Tax Credit ends at the end of the year.

Bill McNeil: I think the moving together, the pulling together of a lot of partners one of whom is very savvy on how to bring in those various tax credits, New Market plus the federal historic or whatever. That's what you're looking for. We can probably find those partners better than we can develop that expertise. Saying nothing bad about Richard.

Richard Fuqua: We believe in utilizing the expertise of others to get over the goal.

Mike McNair: That's what we want to explore in the next step is how we want to actually bring them down here and let them use the brain trust and we'll see what the appetite is.

Richard Fuqua: Thank you so much for the opportunity.

Interim City Manager McCaslin: You're looking very dapper today.

Richard Fuqua: I don't get the opportunity to wear suspenders often.

Core City Down Payment Assistance Program

Chairman Douglas: Next on the agenda we have the potential Core City Down Payment Assistance Program.

Interim City Manager McCaslin: Mike, can you handle this?

Mike McNair: Yes. Switching roles here. This is a follow up on, we discussed this at the last meeting. One of the recommendations that came up in the assessment of fair housing was to establish a program to…., the assessment said to attract young people into the Core City—young people of higher incomes. And I think, trying to attract anybody. So what we came up with the idea was well, we can establish a Homebuyer Assistance Program that's built on the one we have already for low income buyers. Make it for market rate buyers, but target it to the Core City. And we did. If you'll look at this map up here. Basically, we kind of came up with three zones, the grey is ineligible; we wouldn't do anything over there. The blue area's generally in the vicinity of HPU and the other area's the rest of the Core City. And those are higher concentrations of low to moderate income folks. And our thoughts were, well we might, in order to attract market rate folks to some of the areas we may have to up the ante a little bit. So we were suggesting that we offer $10,000, up to $10,000, for the areas in yellow and up to $7,500 for the areas in blue. These would be loans, these are not grants. These would be deferred loans that we would make to folks and they would follow essentially the same requirements that we do for our regular program, attend an eight hour class, they have to be owner-occupants, loan be deferred for three years and

they start paying it back. We'd also probably look at, depending on how many people, this would be a pilot program, so we really don't have a sense, just with some informal discussions with folks in the real estate industry they felt like there would be quite an appetite for that. An as mentioned before, if you ride around the Core City, especially if you go up Montlieu maybe up to Johnson down to Lexington there's all kinds of little enclaves up in there, of nice homes, that, some are for sale and some are just sitting there that we think might be opportunities. Now this is something that wouldn't require a lot of staff time because the real estate community essentially would run with it. We'd go to them and make them aware of it and they would run with it. We have all the requirements in it, we have a relationship with local banks, they promise not to make predatory loans. Yeah, you know, we can't be involved in that. They actually prepopulate our forms for us so that the buyer actually makes one application, that's to the bank and the application comes to us and we do a desk audit, do our approval, and it simplifies the process.

This would be a pilot program, it would expire end of the fiscal year. If we saw that there was a lot of interest in it, we would propose it in our next Action Plan. Because these would be general fund dollars, these would be, if you recall we have $200,000 in the action plan and it was kind of set aside for the windfall of prior year infill monies we just kind of set aside. We would recommend using those funds and set this program up. If it doesn't work, we don't spend the money.

Council Member Mendenhall: Mike, what kind of stipulations would we have on it to ensure that if I bought a house and my loan was deferred for three years I wouldn't sell that house before I paid the loan back.

Mike McNair: Well, we do place a lien. We will have deed restrictions. We don't have perfect power there. We'd be a second position. We could certainly, if somebody did that, say if an investor-owner kind of brought in a puppet to buy from them then they'd flip it. We would have a lien, could accelerate the loan, we could get ugly and try to force a foreclosure. We can do all kinds of stuff. We're still the City of High Point so we can utilize all the powers that are available to us. Use the debt set-off program. We could get it back. But, the idea really is to attract folks in the Core City. We feel like there are a lot of folks out there who are paying $1,000 a month in rent who would rather be owning a home but they just don't have the down payment. And this was one way to get that in there.

Council Member Mendenhall: So you're saying use a $120,000 of the two hundred?

Mike McNair: Right.

Council Member Mendenhall: Why $20,000 for the education classes? That seems like a lot.

Mike McNair: That's actually a little bit too high. We have a contract. That's actually annual. It will probably be more like ten, twelve. If we have to set up a separate class for them, it depends, we may be able to use existing classes. We wouldn't know, depends on the number of people.

Interim City Manager McCaslin: We contract that out though.

Mike McNair: We contract that out. We can actually.

Council Member Mendenhall: Does family service do it? Who does it?

Mike McNair: Guilford Home Ownership Center, just changed their name, what is it?

Richard Fuqua: Housing Solutions.

Mike McNair: Housing Solutions group. It may be we can absorb it into the existing classes. So it may be, the $20,000 may not actually come into play for that purpose.

Council Member Ewing: Is that cost we pay them to do these?

Mike McNair: Yes.

Council Member Mendenhall: When would you propose we start it, as soon as Council approved it? And go through the end of June? For this budget year?

Mike McNair: Yeah. We'd put it on. We could start it up. In fact, we have already have some brochures.

Council Member Mendenhall: In anticipation!

Interim City Manager McCaslin: So Mike, what do you need from this group, from this committee, do you need a budget amendment?

Mike McNair: Well, no actually, the budget is already there. We just want to recommend it. Recommend it to Council, we'll come back on the 17th.

Interim City Manager McCaslin: You mentioned the 17th, we have another meeting before that. Can't be ready for that one?

Mike McNair: It could, I wasn't sure I could meet the deadline. I know we have agenda protocols.

Council Member Mendenhall: But it's only Tuesday.

Mike McNair: I'm game.

Interim City Manager McCaslin: The deadline's tomorrow.

Council Member Mendenhall: Well, if this committee wanted it put on the agenda.

Mike McNair: We could make it happen. Yes.

Interim City Manager McCaslin: Get it on the agenda if this committee wants it on the agenda.

Council Member Mendenhall: Well, I think this has good potential. I mean I would love to see us try it. We've got the funds and you know, what do we lose?

Interim City Manager McCaslin: We need a recommendation.

Council Member Mendenhall: So moved.

Council Member Golden: Second. There you have it, the ayes have it.

Chairman Douglas: That concludes you, Mike?

Mike McNair: Yes sir. Unless there's any more questions.

Interim City Manager McCaslin: Now I think we have Craig.

Chairman Douglas: I know you talking to these young people and I'm looking at the credit part on the back of your brochure. Where do the student loan payments fall into that?

Mike McNair: Student loan payments? Well, that will fall under debt service ratios, the banks will do the underwriting. Essentially, what happens is they'll get a commitment letter from the bank that says we'll approve you for "X" number of dollars if you get "Y" number of dollars from the City.

Council Member Mendenhall: Well, you wouldn't turn them down if they were old people, would you?

Mike McNair: No. That's what I'm saying. I think anybody.

Chairman Douglas: Well, I just know a lot of you talking about young people, I know a lot of them will have that debt.

Mike McNair: Let me stress now, we still have the existing down payment assistance program. This is not displacing that. This is really on top of it. Because we feel like that what the Core City needs is to diversify the incomes. You can attract people to come in.

Council Member Mendenhall: This is going to anybody.

Mike McNair: Anybody. Anybody above 80% the median. If they're below 80% they hit the federal side. So it's kind of, offer something for everybody.

Chairman Douglas: Thanks Mike.

Council Member Ewing: The committee, or Mike, we got the Realtor's Board meeting tomorrow morning. Is this something that you'd like me to bring up and see, get feedback before we see it, next council meeting?

Mike McNair: Sure, because we would come to.

Council Member Mendenhall: You can tell them it's going to be on the agenda.

Mike McNair: We could come back the following meeting and lay it all out.

Update on Potential State Tax Credit Housing Project

Interim City Manager McCaslin: Craig, would you like to give us an update on the State Tax Credit Housing and the efforts in that area. If you remember, he was looking at some property on Montlieu because the Council has said let us concentrate this type of project in the Core City and that did not work out, the church decided not to move forward with the sale of that property, so with that Craig I'll let you go ahead.

Craig Stone: Okay, thank you. And actually there was another property that we've looked at for the City that I think the, I'm not sure, how that, what process that's in.

We're looking a number of different things for the City. We're based here. We've been successful the last number of years. We're actually waiting on floor trusses to be approved so that we can finish and go vertical over on Addington Ridge. We just got back from the Housing Finance Agency, we received an award this year for our partnership with the City of Asheboro. That particular product was well received, it was the awarded project this year. That is the design we use, and I may say we've improved upon for Addington Ridge which we're under construction on right now so we're hopeful as it moves through the process and we work with Mike and everyone that we can submit it next year and hopefully be successful with an award for it.

We have three properties right now that we are focused on. A little bit of a problem in that the QAP that we work under, which has been talked about a little bit today, is basically like if we were building a model, a model car, it's the rules, regulations, and blueprint for what we need to do. The first draft of three drafts has come out and has some changes related to site selection, potential changes. Yesterday was the last day of comments by developers to the initial draft and they closed that off and a second draft should be published here shortly by the Housing Finance Agency. The second draft is generally a better idea of sites and how they rank within the process. We have three sites that meet a couple different criteria based on what we think the QAP could be, but we're just not quite sure until those rules and regulations are posted. We've got enough that we've got a little bit of diversity of sites that will meet the process and go through there.

In Guilford County, actually there were two projects awarded last year. We were one of the projects that was awarded. We received three awards over the last three years here in Guilford County, two of which were Admiral Point and Addington and we've received 15 in the course of the last four to five years. So, part of this process is a competitive process. It has become much more sophisticated over the course of time, you have anywhere from 150 to 200 applications annually. For last year, right at about 35 to 40 awards. This year, the state credit which was roughly $40 to $50 million the last couple of years has been reduced to $10 million.

So, basically what that does is, if it was extremely competitive before, it's become even more competitive. We're now going to be competing, in my opinion, for probably 25 awards next year. So, I would assume we're going to have 150 to 200 applications for 20 awards, 25 awards, somewhere around in that nature, maybe 30 awards and it's going to be a very, very competitive year now.

We're very appreciative and hope that what we've done so far meets the City's criteria. I think for the folks that we serve at Admiral Point, and I hope everyone has been there to see that, it has been something that we all can be proud of. We are humbly appreciative to be working with the City.

Any questions?

Interim City Manager McCaslin: Twenty-five awards statewide?

Craig Stone: I do believe you will have 100 counties and you'll have a number of counties that won't. It is true that over the last number of years there has been in the metro, which we're now in, and you can actually receive more than one award in the metro.

Interim City Manager McCaslin: But that puts us in competition with Charlotte and Raleigh and Durham?

Craig Stone: It does. In Raleigh, or Charlotte, a little bit like was spoke with earlier today has changed over the last number of years. One of the reasons they've stepped up their particular program is the HOPE VI funds have dried up over the course of time. So now they've got bond money and things that they're doing. But we are competing against them. I will say that last year, though, the development in Greensboro was awarded and it was the #1 site in the metro region, so we'll take them on and compete, I think, as best as possible, but it is a very, very difficult process.

Interim City Manager McCaslin: But you only went to that Greensboro site when ours didn't pass zoning.

Craig Stone: Yes, we had been asked to dissipate and I will say that on a competitive basis, on a points per unit, a previous site that we did have was more competitive in the process.

Any questions?

Interim City Manager McCaslin: And that's a way to get, how many units was Admiral Point?

Craig Stone: Admiral Point, 56. And then we've got 58 at Addington and we probably will be submitting anywhere from 72 to 100 this year is what we're going to try to do. Part of that is we have to analyze the QAP and see what is, maybe competitively the most advantageous chance at an award and we're going to be analyzing that once they announce the second draft of the QAP. I think the second draft will give us a little bit better idea of the blueprint. Spoke yesterday with the agency quite a bit and I think that some of the assumptions that we've made are going to be true, but it's a living document that changes year to year.

Interim City Manager McCaslin: And your time frame for bringing something back, if you decide to move forward with one of two or three sites that you're looking at here, when would something come back to Council?

Craig Stone: We have worked for a year to get to this point and what we're waiting on is for the agency to establish that ground rule in the QAP. As soon as that gets done we'll be presenting something in a quick fashion to immediately get it to Council so that Council can participate in the process as we move forward. The applications, I believe, are due January 23rd . They may move it to that end week in the month, but in the first draft I believe the 23rd is what they are proposing. So, we'll have between now and January 23rd to certainly sit down and start the process.

Interim City Manager McCaslin: You'll be looking, if you bring something back to us, you'll be looking at some type of commitment from the Council on possible funding from Section 108 funds?

Craig Stone: Yeah, and that's what we've worked with over the course of time it seemed to have worked within the process. You do have leveraging in financing those types of things and then you also have efficient design of the cost per unit, which is the tie break. I do think us being the developer, the builder and the managing agent has helped us in the process. We were the only developer that got four awards this year, so it's, they seem to change everything every year but we're trying to stay abreast of it so we can put the most competitive product out there.

Interim City Manager McCaslin: Is proximity to a grocery store still in the QAP?

Craig Stone: Yes, and they now have a caveat that may eventually eliminate that. Related to transit access and things like that. So, we just don't know yet what they're going to do and how a potential site would rank or not rank. There's also some talk of expanding the area from a mile to two miles and other things. In all likelihood, I think a lot of what they have as far as guidelines are going to stay similar. I don't think that there's going to be a lot of changes. I really think the big push is to work together to try to increase the state prep. We'll have to see as soon as they get that out of what we're looking at now we'll know what's the most competitive site and be able to move forward.

Interim City Manager McCaslin: But the state funding is going down.

Craig Stone: It is, it's going down I believe, it went from roughly $50 million this year to $10 million projected for next year. And that is going to directly correspond into units, a reduction in units for the overall program. And so we are working very hard with the State Legislature and a number of folks to show the wonderful projects that have been done over the last number of years so that we can get that back over the course of time.

Update on Meredith Street Apartments

Chairman Douglas: Next on the agenda we have an update on the Meredith Street Apartments.

Interim City Manager McCaslin: We received information from the Housing Authority that have taken a hard look at the Meredith Street Apartments and right now it just doesn't fit into their plans as far as being able to fund and renovate and operate those. So, they appreciated the opportunity to look at it but at this point they're not in a position to carry it forward.

So what you have here in front of you is demolition bids that we've just received last Friday on that. We got great bids and a good number as you can see. Last time we went out for bids, the low bid was the $37,200 by this KDT Grading so we actually have a lower bid this time at $35,600. And this would be for removing all of the structures on the property as well as seeding.

Council Member Mendenhall: How can it possibly go from $35,000 to almost half a million?

Interim City Manager McCaslin: I'd say the people with the half a million really didn't want it but if we were willing to pay that they'd gear up for it.

Council Member Mendenhall: My goodness gracious, they didn't really want to do it.

Interim City Manager McCaslin: But I know had another group that Foster was talking to about potentially coming back and looking at it, I don't know anything more than that so I'll let Foster bring that in.

Chairman Douglas: We actually have a meeting set up with Mike on the 13th. So my next question was going to be how long do these bids hold up?

Interim City Manager McCaslin: I don't know that exactly. But, normally they're good for six to eight weeks.

Chairman Douglas: So as of right now, this is where we are as far as the bidding is concerned and we need to figure out which one of these companies.

Interim City Manager McCaslin: We can either bring these bids to you at the next meeting or we can hold up until your second meeting. We just received the bids on Friday.

Council Member Mendenhall: So maybe sixty days.

Council Member Ewing: Can we put it on the next agenda and have it just pending Foster's meeting on the 13th so if there's no benefit out of that meeting then it's already been approved and we can move forward with it?

Interim City Manager McCaslin: That's certainly an option.

Chairman Douglas: I don't want to put it on the agenda until we know something because I don't want to go before the people talking about it again. We've been talking about it long enough. So whatever we can handle within a committee meeting we need to do that before we put on the agenda.

Interim City Manager McCaslin: Well, Foster's group, or this group that Foster is talking to they're going to look at it on the 13th, we meet again on what, the 17th? So we'd be able to put it on that agenda.

Chairman Douglas: Let's just hold off until the 17th and put it on that agenda. Pending the meeting on the 13th with Mike. Do we have anything else Randy?

Interim City Manager McCaslin: No sir. That's the full agenda.

Council Member Ewing: I had a status question. I believe last time we talked about forcing liens on some of the properties, do I recall right?

Council Member Mendenhall: We talked about they were going to meet with developers and they identified some potential sites the developers thought they might be interested in, infill development.

Mike McNair: That's a two part process. One is engaging the private sector and the other, the actual, getting them. I actually talked to Andy Richardson, I believe yesterday, in meeting with them I'd given them some broad strokes of what I thought we could propose and they were very receptive to what we, just the broad picture. I have asked Beth Koonce to actually start pulling together the draft contract for us to look at. We've actually talked about possibly even opening it up where, maybe you have a property in the Core City that you already, a vacant lot or something that you already own and you want to develop. Maybe we could participate in incentivizing that.

Council Member Mendenhall: Don't we have a lot that we already own outright that does not have liens on them?

Mike McNair: Most of the lots that we already own are lots that CD has purchased, that's about 60-70 lots or so. The rest of the lots you saw on that map all had liens on them. Then there were lots up around the lake that are not buildable.

Council Member Mendenhall: Right, I understand that. Why is Beth doing the contract? Why is our attorney not doing the contract?

Mike McNair: That's who we've been, she's been assigned to us. Is that fair to say?

Joanne Carlyle: We didn't know about it.

Mike McNair: Oh, you didn't know about the contract. But she does want to work with us on real estate stuff.

Joanne Carlyle: We are aware there's a gap there. And we're trying to work on that.

Council Member Mendenhall: Yeah, I just, I'm very concerned that we have somebody developing a contract that our attorneys aren't working on. And I've nothing against Beth.

Mike McNair: She does most of our real estate closings and all that stuff so we have a constant interaction with her.

Council Member Mendenhall: I understand that Mike. I also understand that Council has expressed concerns about a bunch of contracts being done by a bunch of departments that our attorneys aren't even involved in or don't look at or don't even know about. So I think, I'm only speaking for the Council, I want to be sure that the City attorneys are well aware of contracts that are being developed and what they say. It has nothing to do with Beth, it's just, I think we have expressed, and Jason and Foster and Jeff, you all speak up, but we have expressed concern about so many different contracts being developed that our attorneys have not been involved with or have not at least looked at.

Mike McNair: We will certainly…

Joanne Carlyle: Procedurally it helps us because we don't have to pull anything back when we see it up front, because a lot of times what will happen is when we're not aware and then there's a problem that arises and then we have to pull it and then everybody's under a deadline crunch and here we are.

Mike McNair: She is just going to prepare a draft for us that we will submit to the City Attorney's office. We have difficulty with staff preparing contracts because we're not attorneys.

Council Member Mendenhall: Well and I'm not saying you should. That's my point. My point is we have an attorney and an assistant and they need to be involved in contract preparation for the City.

Mike McNair: Right, and I certainly have no problem with that. What I like to frankly, is I like to pull ideas together and say Okay, this is what we want to do, this is where we want to go, we'd like to go, can you advise us? Rather than just coming in with a blank sheet of paper and say, "Here, write me a contract." I think you would prefer to have a more?

Joanne Carlyle: It depends on the situation. I mean, just like Beth and any other attorney, we have a lot of forms that we use as go-bys.

Council Member Mendenhall: I just want to be sure that the City Attorney is aware of contract development and looks at it and we don't just have an outside attorney preparing a contract that Joanne has not seen.

Chairman Douglas: Joanne, do you review these contracts?

Joanne Carlyle: As best I can. As they come to me or I hear about them.

Mike McNair: She will see it.

Council Member Ewing: From a cost perspective, is it cost prohibitive for us to go out and have someone else draw it up and then bring it back in the house to have our attorneys review and potentially conclude they dismantle it and reassemble it.

Joanne Carlyle: You're right, it depends. Exactly. sometimes it is more costly because we have to completely, just gut it and redo it. But, I really do think….Mike and I and Beth are aware of it. This has been something that's come up before that we've discussed and it's just something we need to start now.

Council Member Mendenhall: Well, I know that in conversations we have not just been picking on Mike. We have been concerned about, throughout the City, contracts being developed that you were not aware of or hadn't looked at.

Joanne Carlyle: And we work on it every day. Every day.

Mike McNair: I'm one of the good guys.

Council Member Mendenhall: I understand. I've also have had a couple of people express concerns about it because I think when we looked at the map, there was the potential that developers had talked about that were very close to High Point University as being good sites. I think we want to be sure that we don't invest a lot of time and effort into developing housing on sites that within 3 to 5 years High Point University is going to want to buy. That is not a good thing.

Chairman Douglas: Absolutely.

Council Member Mendenhall: So I understand that High Point University proximity may be desirable but it also has some potential dangers. So, you know, I'm assuming that we will get

some sort of final these are the areas these are the streets we're looking at, this is where we're thinking, for Council to approve.

Chairman Douglas: Yeah, and to piggyback on that, Judy, I think whenever the University came before us with a growth plan you know as a contingency always is, well, we don't know what the president's thinking. So, I'm with you on that. We don't want to invest a whole lot of money in an area that they're going to eventually consume up then we're not going to get any return on that.

Interim City Manager McCaslin: Most of the properties we've looked at are well outside of anything they've ever indicated to have any interest in.

Council Member Ewing: And from a cost standpoint, if we truly improve an area and increase the cost or value, their probably going to look at it as an absolute last resort anyway. They're not going to want to go and buy up a newly developed area.

Chairman Douglas: I don't know that, we're good about handing stuff over.

Council Member Mendenhall: So Mike, when are we going to get some initial feedback on actual areas and actual streets and how all this is working out.

Mike McNair: We have a bit of twofold problem here, because the time, we met with some folks, there's a process of actually going after the properties and that in itself is not a short term action. Then it's a matter of what's out there, when you get your gun loaded, what's out there for you to shoot at. What we look at six months ago may not be out there anymore.

So, we're looking at, it's two sides of it. One is setting up the mechanism to provide the incentives. The other is how do we go about getting the properties without, what I don't want to do is go out and buy them. Because that's just too expensive.

Council Member Ewing: We talked about leveraging the properties we have that are outside areas that we want to develop if there's investor owned parcels, you know, looking at what like exchanges might be, leveraging properties we have outside of developable areas for us and go to the investors and say, "Hey, we'll trade you these five parcels for those four parcels." It's an even value trade and we get where we want.

Council Member Mendenhall: I realize that a lot of this has got to be done through a negotiation process with staff and developers. I just don't want Council to be caught off guard when all of a sudden we have this program in place and we worked and we are having stuff build and Council is not even aware of the location or what we're talking about. I think, I just want to be sure that we stay abreast of it and are informed so that, not just this committee, but the whole Council is aware of what we're looking at and the sites. And I realize a lot of it has to be done, I hate to say behind closed doors. But I think it's going to be important for Council at some point to be aware of what's going on and where we're talking about, so we don't get caught off guard.

Mike McNair: And we can very well, the private guys are pretty eager to get together and we can very well pull something together with them in the next couple weeks or so and maybe have something to report back. What we're trying to do is define what are the incentives that would work for you and then let's see if we have an appetite for that.

Council Member Mendenhall: Well, even if it were just a general area. It doesn't have to be "X"address on "X" street but you know, this small geographic area is where we're looking at.

Mike McNair: And that's why I suggested to them, I was talking to them yesterday, maybe we can look at incentivizing you on property that you own—that you could develop, in advance of us getting to the point we could do whatever we're going to do. Maybe one side of that is available much quicker than the other side.

Joanne Carlyle: One last thing, I did take a look at the dates on those Meredith bids, but they're good for 45 days.

Council Member Ewing: You say they came in last week?

Chairman Douglas: Friday. So if that's all, if there's nothing else, meeting adjourned.

[end of transcript]

There being no further business to discuss, the meeting adjourned at 11:00 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Foster Douglas, Chairman

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

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

TEXT AMENDMENT: 14-06
Ordinance #1812 / 14-91
APPLICANT: City of High Point

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on October 28, 2014 and before the City Council on November 17, 2014 regarding **Text Amendment 14-06;** and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014 for the Planning and Zoning Commission public hearing and November 5, 2014 and November 12, 2014 for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, this amendment was adopted by the City Council of the City of High Point on November 17, 2014;

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

An amendment affecting Section 9-5-2(ttt) of the Development Ordinance, entitled Livestock and Bees (as accessory to residential uses), to remove provisions pertaining to Fowl and Apiaries (Bees).

SECTION 1.

(ttt) LIVESTOCK ~~AND BEES~~ (AS ACCESSORY TO RESIDENTIAL USES)

(1) Horses, Cows and Other Similar Sized Animals**~~, and Bees~~**:
   a. Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.
   b. Minimum Area: The minimum lot size shall be 5 acres.
   c. Setback: Such animals **~~and bees~~** shall be housed and/or fenced not less than one hundred (100) feet from any property line.

d. Maximum Density: ~~**(Shall not apply to the AG District)**~~
   1. ~~**Horses, Cows and Other Similar Sized Animals:**~~ **Except for the AG District n**o more than one (1) such animal over six (6) months of age shall be permitted for every twenty thousand (20,000) square feet of fenced lot area not covered by the principal structure.
   2. ~~**Apiaries (Bees): No more than one (1) colony of bees shall be permitted for every ten thousand (10,000) square feet of lot not covered by the principal structure.**~~

e. Security Fencing: A minimum of four (4) foot high fence, or an acceptable material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.

(2) Sheep, Goats and Other Similar Sized Animals:
   a. Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.
   b. Minimum Area: The minimum lot size shall be 5 acres.
   c. Setback: Such animals ~~**and bees**~~ shall be housed and/or fenced not less than one hundred (100' feet from any property line.
   d. Maximum Density: Except for the AG District, no more than one (1) adult animal over six (6) months of age shall be permitted for every ten thousand (10,000) square feet of fenced lot area not covered by the principal structure.
   e. Security Fencing: A minimum four (4) foot high fence, of an acceptable material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.

~~**(3) Fowl:**~~
   ~~a. **Where Required: AG, RS-40, RS-20, RS-15, RS-12, LI, and HI Districts.**~~
   ~~b. **Minimum Area: The minimum lot size shall be 2 acres.**~~
   ~~c. **Setback: Such animals and bees shall be housed and/or fenced not less than fifty (50')feet from any property line.**~~
   ~~d. **Maximum Density: Except for the AG District, no more than one (1) adult over six (6) months of age shall be permitted for every five hundred (500) square feet of lot area.**~~
   ~~e. **Security Fencing: Fencing, of an acceptable height and material approved by the Enforcement Officer, shall be provided to prevent animals from leaving the property.**~~

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This ordinance shall become effective upon adoption.

Adopted by the City Council
City of High Point, North Carolina
The 17th day of November, 2014
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Easement Reconveyance Case 14-01**
H.P.U. property (former Willoubar Terrace right-of-way)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date: Not required

Advertised By:

Attachments:
A. Location Map
B. Quitclaim Deed

PURPOSE:
A request by High Point University to reconvey a utility easement located on the site of the Centennial Square II student housing project.

BACKGROUND:
This request was reviewed by the Technical Review Committee (TRC) on September 17, 2014. The TRC also reviewed and approved a utility abandonment plan for the utilities within this easement. The utilities located within the easement are no longer in service and are in the process of being removed. This site was formerly the street right-of-way for Willoubar Terrace, which was abandoned by City Council in September 2012.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
TRC recommends ***approval*** of this request.

Location Map

Proposed Easement Reconveyance

Subject property

Planning & Development Department

City of High Point

Date: November 3, 2014

N

Scale: 1"=300'

G:\Plannnig\Secure\ba-pz\2014\P&Z\EasementReconveyance

Drawn by: JoAnne L. Carlyle, City Attorney
Return to: Dept. of Planning and Development, P.O. Box 230, High Point, N.C. 27261

NORTH CAROLINA,

GUILFORD COUNTY. QUITCLAIM DEED

NTC

THIS QUITCLAIM DEED, made and entered into this ____ day of October, 2014 by and between the CITY OF HIGH POINT, a municipal corporation (P.O. Box 230, High Point, NC 27261) existing under the laws of the State of North Carolina, hereinafter referred to as GRANTOR, and HIGH POINT UNIVERSITY (833 Montlieu Avenue, High Point, NC 27262) hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, GRANTOR, subject to and in consideration of the conditions set forth and the further sum of One Dollar ($1.00) to it paid by the GRANTEE, the receipt of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto the said GRANTEE, its successors and assigns, all right, title and interest which it has in an existing "Public Utility Easement and services associated with them" in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and lying within the area shown as Terrace Street, closed by Deed Book 7401 at Page 1581, on the Exclusion Map for High Point University, being recorded with the Guilford County Register of Deeds; Plat Book 187, Page 113.

TO HAVE AND TO HOLD, the aforesaid easement(s) and all privileges and appurtenances thereunto belonging to the GRANTOR, its successors and assigns forever,

free and discharged from all right, title, claim or interest of the GRANTOR or anyone claiming by, through or under it.

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be signed in its name by its duly authorized officers, the day and year first above written.

CITY OF HIGH POINT

By: _____
Jim Davis, Mayor

ATTEST: SEAL

_____
Lisa B. Vierling
City Clerk

NORTH CAROLINA
_____ COUNTY

I, _____, 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 she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official seal this the _____ day of _____, 2014.

My commission Expires: _____ _____
Notary Public

HIGH POINT CITY COUNCIL
NOVEMBER 3, 2014 – 5:30 P.M.
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING

MINUTES

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present. Council Member Douglas offered the invocation; the Pledge of Allegiance followed.

Present: Mayor James C. Davis (Ward 5), Council Member Rebecca R. Smothers (At-Large), Council Member Britt Moore (At-Large); Council Member Jeffrey Golden (Ward 1), Council Member Foster Douglas (Ward 2); Council Member Judith P. Mendenhall (Ward 3); and Council Member Jay Wagner (Ward 4); and Council Member Jason Ewing (Ward 6)

RECOGNITIONS AND PRESENTATIONS

Introduction of Deputy City Clerk

Mayor Davis introduced Tom Vincent, the new Deputy City Clerk.

Proclamation- "Movember Month"

Council Member Jason Ewing read a Proclamation into the record declaring the month of November as "Movember Month" in the City of High Point. The Movember Foundation has issued a challenge to men to grow moustaches during Movember (the month formerly known as November) to spark conversation and raise funds for prostate cancer, testicular cancer and mental health problems.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Council Member Moore, Chair*

140327 **Upgrade of High Point Police Department Pistols**

City Council is requested to authorize the upgrade of the High Point Police Department pistols to the SIG Sauer P320 as outlined in the attached offer from Lawmen's.

Council Member Ewing asked if there was a difference between the cost of maintenance and ammo and Chief Sumner stated there was not.

Authorized the upgrade of the High Point Police Department pistols to the SIG Sauer P320 as outlined in the attached offer from Lawmen's.

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

140328 **Budget Ordinance Amendment - Brownfields Grant**

Council is requested to adopt a budget ordinance amending the 2014-2015 Budget Ordinance to appropriate funds for the Environmental Protection Agency Brownfields Grant in the amount of $400,000.00.

Adopted Ordinance amending the 2014-2015 Budget Ordinance appropriating funds for the Environmental Protection Agency Brownfield Grant in the amount of $400,000.00.

A motion was made by Council Member Moore, seconded by Council Member Golden, that this Budget Ordinance Amendment be adopted. The motion PASSED by an 8-0 unanimous vote.

Ordinance No. 1803/14-82
Introduced 11/3/2014; Adopted 11/3/2014
Ordinance Book, Volume XVIII, Page 135

140329 **Contract - Brownfield Assessment Grant - ECS Carolinas, LLC**

Approval of award of contract with ECS Carolinas, LLC for Bid No. 04 for the Brownfield Assessment professional services in an amount not to exceed $387,000.00.

Council Member Smothers mentioned the close proximity of some of the sites and asked if there would be any attempt to clean or assess these with Phase 1 and Phase 2. Given Council's interest in trying to assemble land to create larger sized lots for redevelopment, she asked if staff would look at this as a possibility. Wendy Fuscoe, Core City Administrator, explained these sites were submitted four to five years ago and once these are approved by the City Council, a Brownfield Advisory Committee will be formed. She further explained that these sites would be reviewed and assessed and the Committee would identify properties with a high opportunity for redevelopment. Council Member Smothers felt the City was very fortunate to have obtained this grant and while the consultant does commit to try to help find additional funding to do the clean-up, just identifying the sites without cleaning them up will not accomplish anything.

Approved award of contract with ECS Carolinas, LLC for the Brownfield Assessment professional services in an amount not to exceed $387,000.00.

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

140330 **Budget Ordinance Amendment - Internal Auditor Position**

Council is requested to adopt a budget ordinance amending the 2014-2015 Budget Ordinance to appropriate funds in the amount of $53,000.00 to add an Internal Auditor position.

Council Member Smothers stated she fully supports the internal auditor position, but did not recall the salary range previously given to Council to be in this neighborhood and pointed out this just covers six months of the salary. Eric Olmedo, Budget & Evaluation Manager, explained that the salary range was presented at the last meeting as a Range 32 ($50,970-$87,389; mid-point range $53,000.00). Interim City Manager Randy McCaslin confirmed that the salary was slightly increased. Council Member Douglas asked about support for this position. Mr. Olmedo pointed out that Council has indicated their desire to get the internal audit program started back with the first step being to hire someone to fill the position; then it could be reassessed after it has been in a place for a while.

Adopted Ordinance amending the 2014-2015 Budget to appropriate funds in the amount of $53,000.00 to add an Internal Auditor position.

A motion was made by Council Member Moore, seconded by Council Member Golden, that this Budget Ordinance Amendment be adopted. The motion PASSED by an 8-0 unanimous vote.

Ordinance No. 1804/14-83
Introduced 11/3/2014; Adopted 11/3/2014
Ordinance Book, Volume XVIII, Page 136

140335 **Resolution - Endorsing Application - NCDOT Bicycle and Pedestrian Grant Initiative**

Council is requested to adopt a Resolution endorsing the application by the City of High Point for the North Carolina Department of Transportation (NCDOT) Bicycle and Pedestrian Grant Initiative plan.

Council Member Mendenhall pointed out that a match would not be required unless the City is successful in obtaining the grant and the objective was to do some planning to fill in some of the greenway areas and gaps throughout the City. If successful, the application will be for a $70,000 grant ($35,000 from the City and $35,000 from NCDOT).

Adopted Resolution Endorsing Application - NCDOT Bicycle and Pedestrian Grant Initiative.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote.

Resolution No. 1416/14-56
Introduced 11/3/2014; Adopted 11/2/2014
Resolution Book, Volume XVIII, page 138

140336 **Memorandum of Understanding between the City of High Point and ShowPlace AC I, LLC**

Consideration of a Memorandum of Understanding between the City of High Point and ShowPlace AC I, LLC for Project Lotus, a public-private project which would provide a park and outdoor venue with a permanent stage, and to authorize the Mayor to execute the MOU on behalf of the City of High Point.

Motion by Council Member Moore seconded by Council Member Mendenhall to suspend the rules so this matter could be added to the agenda for consideration. The motion carried unanimously.

Mayor Davis explained the City and ShowPlace AC I, LLC are ready to move forward with the Lotus project and pointed out it is a non-binding agreement.

Council Member Smothers explained it is somewhat binding due to this having to be addressed in a six month period. Council Member Ewing asked about the revisionary clause and what type of occurrences would cause it to revert back to ShowPlace. It was noted that one reason might be if they had use for the property (i.e. a new building), or if the City did not have need for it.

Approved the Memorandum of Understanding (MOU) between the City of High Point and ShowPlace ACI, LLC and to authorize the Mayor to execute the MOU on behalf of the City of High Point.

A motion was made by Council Member Mendenhall, seconded by Council Member Moore, that the Memorandum of Understanding be approved. The motion PASSED by an 8-0 unanimous vote.

Pending Items

140296 **Contract - Washington Street Streetscape Project**

Engineering Services recommends that Council approve the base bid with both alternates and award contract ENG2014-003 Washington Street Streetscape Project to Atlantic Contracting at the bid amount of $438,327.50. At the October 2nd City Council meeting this item was referred back to committee to receive further information.)

Awaiting bids, then there will be further discussion.

140297 **Budget Ordinance Amendment - Washington Street Streetscape Project**

Council is requested to adopt a budget ordinance amending the 2014-2015 Budget Ordinance to appropriate funds for the Washington Street Streetscape Project.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - *Council Member Douglas, Chair*

140331 **Core City Homebuyer Assistance Program**

Council is requested to authorize the implementation of the Core City Homebuyer Assistance Program.

Mike McNair, Director of Community Development, explained the purpose of the program was to help diversify incomes in the Core City by dividing incentive to middle-income homebuyers to buy homes in the Core City. It will utilize general fund dollars already budgeted in the current Action Plan that were set aside earlier on in the year, but have not yet been programmed. Pending City Council's approval tonight, staff will hold a public workshop for first-time homebuyers. This pilot program will follow the existing down payment assistance program and it will not displace those funds; it would be adding another layer of assistance to whatever is presently available.

Chairman Douglas inquired about the criteria for the program. Staff explained there will be no income limit, but would have to be geographically situated in the Core City and would only be available to owner/occupants. The owner would be required to provide $500.00 of their own funds.

Chairman Douglas asked if there is a plan if the requests exceed the amount budgeted. Council Member Mendenhall stated the committee was very excited diversifying residential development in the Core City and she would love to see staff have to ask for additional funding.

Council Member Ewing pointed this is a loan, not free money.

Authorized the implementation of the Core City Homebuyer Assistance Program.

A motion was made by Council Member Douglas, seconded by Council Member Mendenhall, to authorize the implementation of the Core City Homebuyer Assistance Program be approved. The motion PASSED by a 8-0 unanimous vote.

140278 **Resolution - Regional Assessment of Fair Housing & Analysis of Impediments**

Council is requested to approve the City of High Point's Regional Assessment of Fair Housing and Analysis of Impediments as required by the Department of Housing and Urban Development (HUD). At the September 15, 2014 Regular Council Meeting this item was referred to Committee to receive additional information. At the October 28th Community Housing and Neighborhood Development Committee meeting this item was discussed and referred to the November 3rd Regular Council Meeting with a favorable recommendation for adoption.

This matter was initially heard by City Council at the September 15, 2014 regular meeting and was referred to the Community and Neighborhood Development Committee at that time to receive additional information.

Mike McNair, Director of Community Development, reported that the consultants did a presentation before the Community Housing and Neighborhood Development Committee on October 28, 2014. The Committee is forwarding this to the City Council with a favorable recommendation for adoption.

Council Member Mendenhall pointed out there were some suggestions outlined in the Executive Summary, many of which the Council has already put in place. One was related to public transportation and the Committee clearly felt the study that is currently underway would address some of those issues with many of these relating to things in the Core City Plan. She reported the Committee felt strongly that Council already had some programs/initiatives underway for addressing some of these impediments.

Adopted the Resolution approving the City of High Point's Regional Assessment of the Fair Housing and Analysis of Impediments as required by the Department of Housing and Urban Development (HUD).

A motion was made by Council Member Douglas, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote.

Resolution No. 1417/14-57
Introduced 11/3/2014; adopted 11/3/2014
Resolution Book, Volume XVIII, page 139

PUBLIC COMMENT PERIOD - 6:00 P.M.

Charity Jackson, 226 Hobson Street. Invited Council to the Unity Festival sponsored by the Washington Street Business Association that will be held Saturday, November 22 from 1:00 - 6:00 p.m. She shared that will be incorporating a new theme for this year's Unity Festival: "Unifying the Mind, Body and Soul."

Ross Lackey, 500 Lindell Drive, addressed Council regarding two issues. One was the lack of bicycle racks at the Library and other City facilities and the other was live streaming the Council meetings to allow the public to keep up actions/discussions by Council.

Council Member Smothers pointed out this is the second request by a resident for bicycle racks and asked if staff has looked into it. Mr. Lackey shared that there are some bicycle racks around, but there is nothing substantial to fasten the bicycle to. Interim City Manager Randy McCaslin assured Council that staff would look at all public buildings to see what could be done.

Council Member Smothers shared that in the past, Council has talked about renovating the Chamber (to accommodate the type of audio visual equipment needed, improve the lighting, etc...). She noted this would be something the City's communication officer could possibly look into. Council Member Moore stated he agreed with Mr. Lackey's comment regarding the communication and noted he would like the Council to certainly look into it.

Larry Diggs, 1127 Biltmore Street, agreed that it would be a good idea to tape the Council meetings. He also mentioned the Council's recent decision to reject the N. Main Street road diet and asked Council to possibly consider another site that may work.

Bill Phillips, President of the High Point Historical Society, issued an invitation to Council to attend the unveiling ceremony for the Capus Waynick Historical Marker. The event will be held at the High Point Museum on Wednesday, November 5th at 10:00 a.m.

Mayor Davis asked if there were any additional comments from those in the audience. There being none, the public comment period was closed.

PUBLIC HEARINGS - 6:15 P.M. - No Public Hearings scheduled for this meeting

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

140333 **Reappointment - ABC Board - Elizabeth Koonce**

Mayor Davis is requesting that Council confirm the reappointment of Elizabeth Koonce to the Board of Alcoholic Control. Appointment to be effective immediately and will expire November 15, 2017.

Approved the reappointment of Elizabeth Koonce to the ABC Board.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this appointment be approved. The motion PASSED by an 8-0 unanimous vote.

140304 **Boards and Commissions - Vacancy Report**

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

Attachments: Vacancy Report

This information is attached for informational purposes only. No action is required on this item.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

140334 **Minutes to be Approved**

- Comprehensive Planning Committee: Wednesday, October 15th @ 9:00 a.m.
- Finance Committee Meeting: Monday, October 20th @ 4:30 p.m.
- Regular Council Committee: Monday, October 20th @ 5:30 p.m.
- Comprehensive Planning Committee (N. Main Street Road Diet Study): Tuesday, October 21st @ 4:00 p.m.
- Adjourned Session of City Council: Thursday, October 23rd @ 9:00 a.m.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that the preceding minutes be approved as submitted. The motion PASSED by an 8-0 unanimous vote.

CLOSED SESSION

Council Member Moore moved to go into Closed Session at 6:15 p.m. pursuant to North Carolina General Statute 143-318.11(a)(4) to discuss economic development. Council Member Wagner made a second to the motion, which carried by an 8-0 unanimous vote.

Council reconvened into Open Session at 6:50 p.m. upon motion duly made and seconded. There was no action taken as a result of the Closed Session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:50 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
James C. Davis, Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Capital Project Amendment ordinance amendment

From: Eric Olmedo, Budget Manager

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: November 17, 2014
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A capital project ordinance amendment and two capital project ordinances are needed in order to further delineate the use of funds from the 2012 Downtown Improvement bonds.

BACKGROUND:
On June 4, 2012 City Council approved a capital project ordinance in the amount of $5,785,000 for Downtown Improvements. Since then, City Council has identified three separate and distinct projects related to this funding. The amendment will reduce the amount of the original $5,785,000 capital project ordinance to $1,435,000, and there are two additional capital project ordinances for the two additional projects. Below are the projects and amounts for each project:

Downtown Improvement project (amended) -	$1,435,000
Main Street (Westwood Ave. to Parkway Ave. project	$3,750,000
South Main Street project -	$ 600,000
Total 2012 2/3rds bond amount	$5,785,000

BUDGET IMPACT:
There is no budget impact. This action will amend a previously funded capital project.

RECOMMENDATION / ACTION REQUESTED: The Budget Department recommends and asks the Council to approve the budget amendment.

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
SERIES 2012 DOWNTOWN IMPROVEMENTS PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The Project is for various streetscape improvements for the South Main Street corridor. The project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

Section 2. The following revenue is available to the City of High Point:

Bond Proceeds	$ 600,000

Section 3. The following amounts are appropriated for the Project:

Infrastructure Improvements	$ 600,000

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Budget and Evaluation Officer for direction in carrying out this project."

Adopted this 17th day of November, 2014

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
SERIES 2012 DOWNTOWN IMPROVEMENTS PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The original Project was approved on June 4, 2012 for various downtown improvements for underground utilities relocation and streetscape improvements in the amount of $5,785,000. This project will be amended by reducing the original amount by $4,350,000 and leaving a balance of $1,435,000 for various downtown improvements. The purpose of this amendment is to further delineate the funds into three separate and distinct projects. The project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

Section 2. The following revenue is available to the City of High Point:

Bond Proceeds	$ 1,435,000

Section 3. The following amounts are appropriated for the Project:

Infrastructure Improvements	$ 1,435,000

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Budget and Evaluation Officer for direction in carrying out this project."

Adopted this 17th day of November 2014

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
SERIES 2012 DOWNTOWN IMPROVEMENTS PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The Project is for various electric underground, water and sewer line replacement, and streetscape improvements for the Main Street corridor from Westwood Avenue to Parkway Avenue. The project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

Section 2. The following revenue is available to the City of High Point:

Bond Proceeds	$ 3,750,000

Section 3. The following amounts are appropriated for the Project:

Infrastructure Improvements	$ 3,750,000

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Budget and Evaluation Officer for direction in carrying out this project."

Adopted this 17th day of November, 2014

COMPREHENSIVE PLANNING COMMITTEE
Chaired by Council Member Smothers
November 11, 2014 – 4:00 p.m.
City Manager's Conference Room

MINUTES

Present:
Chairwoman Rebecca R. Smothers (At-Large); Mayor James C. Davis (Ward 5); Council Members Britt Moore (At-Large); Jeff Golden (Ward 1); Judith P. Mendenhall (Ward 3); Jay Wagner (Ward 4)

Absent:
Council Members Foster Douglas (Ward 2) and Jason Ewing (Ward 6)

Staff Present:
Randy McCaslin, Interim City Manager; Bob Morgan, Interim Assistant City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Communications Officer; Eric Olmedo, Budget & Evaluation Officer; Keith Pugh, Director of Engineering Services; Marty Sumner, Police Chief; Mark McDonald, Director of Transportation; Terry Houk, Director of Public Services; Bob Martin, Director of Customer Service; Robby Stone, Public Services Assistant Director; Wendy Fuscoe, Core City Administrator; Derrick Boone, Stormwater Superintendent; Loren Hill, President-High Point Economic Development Corporation; Henry Moon, Right of Way Coordinator; Terry Kuneff, Engineering; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk

Others Present:
Cynthia Davis, Council Member Elect (At-Large)/Planning & Zoning Commission Member; Alyce Hill, Council Member Elect (Ward 3); Ann Andrews; Jim Armstrong; Robert Grill, Gloria Halstead; Moser Mayer Phoenix; Jim Morgan; Mina Parrish; Charlie Simmons.

Media Present:
Pat Kimbrough, *High Point Enterprise*

Consideration of City Acquiring the Privately Owned Cemetery Adjacent to the City Owned Oakwood Cemetery

[*Attachment: Consolidating Oakwood Cemeteries Under City Ownership*]

Chairwoman Smothers explained she and Council Member Mendenhall were contacted by Ann Andrews concerning the condition of the cemetery. Ann Andrews related her story concerning out of town visitors and the deplorable condition of the privately owned cemetery adjacent to the city owned Oakwood Cemetery. She said the city maintained cemetery looked good and that debris from 2002 ice storm had been removed. She also shared that several of the markers remain damaged and have not been repaired as promised by the cemetery's owner, Charlie Dye.

Chairwoman Smothers noted that should be City acquire this property, the City would not be responsible for repairing or replacing the damaged markers.

Council Member Mendenhall stated she forwarded Ms. Andrews' email to Interim City Manager Randy McCaslin. Mr. McCaslin shared that staff did research the ownership issues and the condition of the cemetery. Interim Assistant City Manager Bob Morgan and Terry Houk, Director of Public Services, inspected the property and met with the owner, Charlie Dye. Mr. McCaslin asked Council for some guidance as to whether or not the City wants to take over the private cemetery and add it to the City's operation.

Mr. Morgan reported that Mr. Dye was willing to transfer the property unencumbered along with a trust fund of approximately $93,000. This transfer would consist of possibly four or five parcels. Chairwoman Smothers inquired as to the total acreage involved. Interim Assistant City Manager Bob Morgan reported there were approximately 14 acres in each parcel at Oakwood, plus there were two parcels near Greenhill Cemetery of approximately 2 acres each. Mr. Morgan advised that the current owner would pay the back taxes so the property could transfer unencumbered. He emphasized the City would have to deal with this sooner or later, and felt it would be better to do it now when the City can get a clear deed and the trust fund.

Staff had inspected the property and estimated it would need approximately $40,000 for improvements (the mausoleum roof needs to be repaired and roadways need work). Also considerable resources would have to be devoted to get the records back in shape. He anticipated it would take an additional two groundskeepers plus a truck and mower to maintain the additional parcels. Chairwoman Smothers inquired if temporary labor could be used rather than full-time employees. Mayor Davis asked if it might be possible for Parks and Recreation to pick up the maintenance and it was noted that the Parks & Recreation crews are not able to assume any additional responsibility at this time. Mr. Morgan noted that the City of High Point was charging half of what Mr. Dye charged for the plots and one-third of what Greensboro charges, so there was room to increase fees to help offset additional maintenance costs. Mayor Davis asked if there were restrictions on the use of the trust fund. Mr. Morgan replied that once the land was transferred, there was no need for the trust fund and the city could spend the funds as needed.

Chairwoman Smothers stated the plan was to receive this information from staff and put it on the City Council's agenda next week for action. Mr. Morgan stated that depending on when the City of High Point takes over the privately-owned cemetery, the City may have to contract for extra help to maintain the plots depending on how long the growth season continues.

Council Member Golden expressed concerns about plots that have already been purchased and pointed out some individuals may not be able to produce proof of ownership. He asked if the State Board maintains any records of the plots that have not been purchased. Ms. Carlyle noted the State Board governs the use of the trust money and they investigate complaints. Council Member Wagner felt there would be a need for the City to do an inventory. He felt the City should accept the transfer of the property, but he was not excited about hiring two new employees and purchasing a new truck. He suggested staff explore a more cost effective way of handling that. Council Member Mendenhall was in agreement with Council Member Wagner

and felt there was a need to discuss the extra employees and equipment and how to maintain it moving forward. Mr. McCaslin pointed out it does have a negative impact on what the City maintains (Oakwood Cemetery). Chairwoman Smothers shared there is a bigger issue beyond the appearance, it has to do with respect for the dead and the history that is attached to it.

The consensus of the committee was to put the acquisition of the privately-owned cemetery property on the City Council agenda with a favorable recommendation.

Video Gaming Sweepstakes/Gambling

Chairwoman Smothers requested to depart from the agenda at Mayor Davis' request to discuss another issue that has come up. She mentioned that she recently received a call from someone who questioned the City not having proper permitting in place for private investment to occur since this is a recognized legal business in the State of North Carolina. She felt the key issue is that the City has not allowed it and Council should decide if they want to allow it within parameters, or does the City wait until someone sues.

Interim City Manager Randy McCaslin reported this issue has come up in the last several months. The General Assembly outlawed these businesses, but these companies are rewriting software faster than the General Assembly can come back and change the law. Greensboro, Winston-Salem, Lexington and Thomasville are all allowing these businesses. Mr. McCaslin said the City has taken the position that the state has declared these businesses illegal and will not issue privilege licenses for new operations. He shared that the City is coming under pressure to permit these businesses and the City Council needs to determine if the City will issue these licenses and how much they will charge. It was noted that zoning is currently in place that permits these types of businesses.

Police Chief Marty Sumner reported that there have been 12 of these businesses since he has been Chief of Police. He shared that these businesses say they are legal and will say it is pre-reveal and will show you that it is pre-reveal, but once undercover officers they were found to be illegal so these establishments were raided, property was seized and forfeited. Chief Sumner shared that many attorneys have approached the Police Department to preapprove their operations, but he has refused. He assured Council that if these types of establishments open up in High Point, his department would investigate it and if they are found to be illegal, they would be charged. Council Member Moore pointed out High Point is surrounded by cities that allow this and asked how these other cities handle these businesses. Chief Sumner replied the other cities get complaints about these businesses and simply ignore them, but advised that his department does and will investigate them.

City Attorney Joanne Carlyle advised that it was not Customer Service Director's Bob Martin's decision to determine if these businesses were legal or not and that he does not need to be making that determination. Chief Sumner advised that these investigations were very labor intensive, involving weeks of investigation and a lot of man hours. Council Member Mendenhall asked if it was fair for Council to put Mr. Martin in a position of having to make a determination about whether or not something is legal or illegal. He expressed concerns about having to issue a business license, then the Police Department go behind him and shut the business down. Mr. Martin informed Council that he had received direction from the manager's office was not to

issue business licenses for video sweepstakes and he has not been doing so. Chairwoman Smothers explained when this came up before, she did not recall hearing anything about the fact that this opens the City up to potential lawsuits and asked if the Council wants this exposure.

Council Member Golden inquired as to what basis these businesses were suing cities. Ms. Carlyle explained they the City would be sued on the basis that it is not allowing a business to operate within the City that is legal.

Chairwoman Smothers shared that she received a call from a landlord, who informed her that he had a potential renter who was very interested in establishing one of these businesses and pointed out they have potential to rent out "X" amount of square feet for "X" amount of dollars and wanted to know why the city was not permitting these legal businesses. Council Member Wagner noted that suits have been filed, but nothing has yet been determined and to him it continues to be an undecided question as to whether or not these businesses are illegal. Ms. Carlyle pointed out nothing has been settled yet as to define it.

Mayor Davis asked how long the City would be able to collect the privilege licenses before they go away. Mr. McCaslin replied June 30, 2014, the legal authority from the State to collect these licenses goes away. Council Member Mendenhall asked about what happens once the City can no longer issue licenses and if these businesses would then be able to operate in the areas that already permit them. Ms. Carlyle explained staff has been discussing possible options in terms of registration of the businesses. Mr. Martin informed Council that under the current guidelines, the fees would be from $50 to $400 per location and that other entities are charging much more than this and charging per machine. Mayor Davis inquired as to if this money could be earmarked for specific projects and Mr. McCaslin replied it could be earmarked for any purpose that Council identifies. Eric Olmedo, Budget and Evaluation Officer, explained the repeal of the privilege license tax does not allow for municipalities to increase privilege licenses during the last year it is to be effective. Regardless of what other cities are doing, Council Member Wagner felt the City should not issue the licenses because of the burden it puts on the Police Department.

There was no decision at this point by Council, but Chairwoman Smothers felt there needs to be some statement as to whether Council will adhere to the policy recommendation of staff.

South Main Street Streetscaping
[*Attachments: Sketch Plans A - E*]

Wendy Fuscoe, Core City Administrator, shared that she and Terry Kuneff had been working with Robert Grill of Moser Mayer Phoenix on designs for South Main Street Streetscaping and staff was ready to present some options to get a sense of what the City Council likes.

Robert Grill presented the following options:
Option A: landscape median, allow two travel lanes. Issues included power lines prevented them from planting big trees and the median in the middle of the road will prevent access to some properties.
Option B: Periodic breaks in median to allow vehicles to access businesses. Issues included the fact the median might not be wide enough.

Option C: Pavers and planters on asphalt. Planters may be hard to maintain.
Option D: Combo of A & B.
Option E: Leave out median, "doll up" intersection.

Interim City Manager Randy McCaslin pointed out almost all of these would involve some private property. Council Member Mendenhall felt a combination of all the options would work better rather than identifying a specific one. Chairwoman Smothers suggested mixing evergreens in. She also wanted to know how long it would take to go back and look at the whole length of the street (all the way from Russell to Business-85) to determine what could be done within the budgeted amount of $600,000. She felt this would be helpful for citizens and Council as far as the timing of the project. Mr. McCaslin suggested to go back and look at the plan with a combination of the presented options and then look at Russell to Business-85 and look at the price tag. Council Member Mendenhall felt there was a need to start at Nathan Hunt or Business-85; Mayor Davis agreed. The intent of this streetscaping project was to present an attractive gateway into the City and beautify the medians. Transportation Director Mark McDonald felt the medians would be more attractive to NCDOT from a maintenance standpoint. He explained when putting medians in, there are more factors to consider like drainage structures. Mayor Davis liked Option C because it would allow use of the existing median. Council Member Mendenhall asked how the improvements done on Kivett Drive compare to what is being talked about on S. Main Street distance wise. Mr. McDonald noted S. Main is probably twice as long as Kivett. Council Member Moore suggested going with whatever plan that would be the most functional in terms of maintenance and upkeep. Council Member Mendenhall pointed out anything would be an improvement because what we have now is horrible.

Mr. McCaslin advised that staff would look at the area discussed and would come back to the Committee with a recommendation that would likely include a combination of all options presented. Staff will bring back a plan for the entire area to be reviewed by the new committee, once it is appointed.

Burying Overhead Electric Lines Past Library
[*Attachment: cost figures*]

Interim City Manager Randy McCaslin shared a handout containing cost figures for the Library Parking/Main Street Streetscape Project, which identifies the 2012 Main Street 2/3 improvements bond proceeds in the amount of $5,185,000 as the funding source for these improvements.

Chairwoman Smothers pointed out it was obvious the streetscape needed to be improved from Parkway back toward the Market District, and she felt strongly about getting the lines underground. She asked if there was support to bury the overhead lines and if so, the City would be looking at the water/sewer line replacement and street resurfacing. Terry Kuneff, Engineering Services, noted the estimate for resurfacing would be $275,000. Mr. McCaslin clarified this is staff's best guess regarding the cost, and noted that this does not include the engineering costs, but felt this could be done in house. Mayor Davis felt the streetscaping

should be done at the same time of the resurfacing. Council Member Mendenhall asked for clarification as to what the $2,016,801 (cost for the Library Park) could actually be used for. Mr. McCaslin informed Council that staff has checked with the bond attorneys, and they determined it would be okay to use these funds for the Library parking lot based on the description for the Two-thirds bonds.

Council Member Golden questioned spending this amount of money at the Library if the City Center Park is being proposed. Chairman Smothers noted that Council Member Mendenhall had expressed concerns about the safety with the parking lot at the Library. Chairwoman Smothers shared that the Lotus Project changes some of the dynamic about the Center Mr. McCaslin said the City Council could decide what it wants to spend on the Library parking lot and advised that the Two-Thirds bond money could not be used for the Lotus Project. Council Member Mendenhall asserted that the City needs to go ahead with the burying of the lines, but would like see the $2 million in abeyance for the library until the new Council has an opportunity to look at what needs to be done from the standpoint of improvements, safety, parking, etc….and sees no reason to wait and not go ahead and do it.

Mr. McCaslin pointed out that staff needed some direction because there was a lot of engineering work to be done. Chairwoman Smothers indicated a need to decide where to start. Council Member Moore questioned the return on the City's for burying the overhead lines. Council Member Mendenhall hoped it would trigger something positive.

Council Member Wagner pointed out the original plan for use of this money was voted on at the 2011 Council Retreat (the plan was to bury lines from State to Ray). Mr. McCaslin added that the plan encompassed I-85 to Westchester and it needed to be done in sections. Council Member Wagner also stated he thought there would be a better rate of return by spending the money to do this farther north (ex. Parkway) because there was more potential for development there. Council Member Mendenhall pointed out this would result in gaps.

Council Member Mendenhall suggested to put on the agenda to direct staff to start looking at the engineering to bury the underground lines.

Project Lotus

Interim City Manager Randy McCaslin reported that he met on October 29 with IMC (International Market Centers), Market Authority, Theatre, Engineering, Transportation, and Recreation, about what needs to be done to bring the project to fruition. From that meeting a subcommittee met and looked at parking areas and the stage from a production standpoint. Council Member Moore inquired about the number of individuals serving on the committee as well as the subcommittee. Mr. McCaslin replied there were nine on the main committee and four or five on the subcommittee. Committees consisted of the Mayor, City staff and representatives from IMC.

There being no further business to discuss, the meeting adjourned at 5:27 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Rebecca R. Smothers, Chairwoman

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

TERM EXPIRATIONS 2015

CITY OF HIGH POINT	3/2/2015					
BOARDS & COMMISSIONS						
TERM EXPIRATIONS FOR 2015						
BOARD	**MEMBER**	**Ward**	**EXPIRATION**	**Eligible for reappt.**	**Appointment Responsibility**	
ABC Board	Mary Lou Blakeney		2/8/2015	yes	Mayor w/CC approval	
ABC Board	James Tanner		11/15/2015	no	Mayor w/CC approval	
ABC Board	VACANT (Finance)		2/8/2016		Mayor w/CC approval	
Board of Adjustment	Larry Barr Sr.		7/1/2015		Mayor w/CC approval	
Board of Adjustment	Michael Fox Sr.		7/1/2015	yes	Mayor w/CC approval	
Board of Adjustment	Justin Gibhardt		7/1/2015	yes	Mayor w/CC approval	
Board of Adjustment	Andre White (alternate)		7/1/2014	yes	Mayor w/CC approval	
Citizens Advisory Council	Jerry Mingo		5/31/2014		AL/Alexander	
Citizens Advisory Council	VACANT		5/31/2014		2/WILLIAMS	
Economic Development Corporation	Lee Boone		6/30/2015	no	Mayor w/CC approval	
Economic Development Corporation	Ashley Davis Williams		6/30/2015	yes	Mayor w/CC approval	
Economic Development Corporation	Sharisse Fuller		6/30/2015	yes	Mayor w/CC approval	
Economic Development Corporation	Diana Parrish		6/30/2015	yes	Mayor w/CC approval	
Economic Development Corporation	Curtis Wilson		6/30/2015	yes	Mayor w/CC approval	
Guilford County Historical Pres. Comm.	Abigaile Pittman		4/1/2015	no	Mayor w/CC approval	
Guilford County/City Ins. Adv. Comm.	John Causey		12/21/2015	yes	Mayor w/CC approval	
Guilford County/City Ins. Adv. Comm.	Rudy Hinnant		12/21/2014	yes	Mayor w/CC approval	
Guilford County/City Ins. Adv. Comm.	Skip Queen		12/21/2013	yes	Mayor w/CC approval	
Historic Preservation Commission	Phyllis Bridges	1	7/1/2015	yes	1/GOLDEN	
Historic Preservation Commission	Benjamin Briggs	At-Large Member	7/1/2015	yes	AL/C. DAVIS	
Historic Preservation Commission	Peter Freeman	4	7/1/2015	yes	4/WAGNER	
Historic Preservation Commission	VACANT	At-Large Member	7/1/2016		AL/ALEXANDER	
Housing Authority Board	James LeGrande		12/22/2015		Mayor w/CC approval	
Housing Authority Board	Michael McKinney		12/22/2014	yes	Mayor w/CC approval	
Human Relations Commission	Barbara Collins	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)	
Human Relations Commission	Larry Diggs	Special Interest	5/1/2014	yes	Council- Golden (Liaison)	
Human Relations Commission	Robert Lee Fowler	Board of Realtors	5/1/2015		Council- Golden (Liaison)	
Human Relations Commission	Abay Gidey	At-Large Member	5/1/2014	no	Council- Golden (Liaison)	
Human Relations Commission	Rick Johnson	Special Interest	5/1/2015		Council- Golden (Liaison)	
Human Relations Commission	Michael Prioleau	Workforce Dev	5/1/2015	no	Council- Golden (Liaison)	
Human Relations Commission	Pam Sullivan	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)	

TERM EXPIRATIONS 2015

Human Relations Commission	Jason Yates	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Milagros Amaro	At-Large Member	5/1/2012	no	Council- Golden (Liaison)
Human Relations Commission	VACANT	Bar Association			Council- Golden (Liaison)
Library Board of Trustees	Kay Anderson	5	10/31/2014	no	5/J. DAVIS
Library Board of Trustees	VACANT	4	10/31/2014		4/WAGNER
Library Board of Trustees	Yvonne Bostic Short	6	10/31/2014	yes	1/GOLDEN
Library Board of Trustees	Yvonne Matlosz	At-Large Member	10/31/2015	yes	AL/ALEXANDER
Library Board of Trustees	Caroline McGuinn	3	10/31/2015		3/HILL
Library Board of Trustees	Carol Young	At-Large Member	10/31/2015		AL/MAYOR
Parks & Recreation Commission	Jim Bronnert	4	7/1/2015	yes	4/WAGNER
Parks & Recreation Commission	Joe Ellenburg	2	7/1/2014	no	AL/ALEXANDER
Parks & Recreation Commission	Gary Ollis	5	7/1/2015	yes	5/J. DAVIS
Parks & Recreation Commission	VACANT	6	7/1/2015		6/EWING
Piedmont Triad Airport Auth	Don Webb		4/20/2015	yes	Mayor w/CC approval
Planning & Zoning Comm.	James Armstrong	3	7/1/2015	yes	3/HILL
Planning & Zoning Comm.	Tom Kirkman		7/1/2015	yes	AL/C. DAVIS
Planning & Zoning Comm.	VACANT	ETJ	7/1/2015		MAYOR
Theatre Advisory Board	Amanda Anderson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)
Theatre Advisory Board	Ryan Feguson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)
Theatre Advisory Board	Charity Jackson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Zoning Case 14-11** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 November 17, 2014.

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: **Conditional Zoning Highway Business (CZ-HB) District.** The property is approximately 1.9 acres lying along the west side of Brentwood Street, approximately 1,000 feet south of Business 85 *(2068 Brentwood Street).* The property is also known as Guilford County Tax Parcel 0192771.

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: The following uses as permitted in the Highway Business (HB) District, and their customary accessory uses, shall be permitted:

A. Agricultural Uses
   1. Agriculture Production (crops)

B. Educational and Institutional Uses:
   1. Museums or Art Galleries
   2. Retreat Centers

C. Business, Professional, & Personal Services:

1. Accounting, Auditing, or Bookkeeping
2. Administrative or Management Services
3. Advertising Agencies or Representatives
4. Automobile Parking (commercial)
5. Banks, Savings & Loans, or Credit Unions
6. Barber Shops
7. Beauty Shops
8. Business Incubators
9. Computer Maintenance and Repairs
10. Computer Rental & Leasing
11. Computer Services
12. Economic, Socio., or Educational Research
13. Employment Agencies, Personnel Agencies
14. Engineering, Architect, or Survey Services
15. Finance or Loan Offices
16. Insurance Agencies (no on-site claims insp.)
17. Insurance Agencies (carriers/on-site claims)
18. Law Offices
19. Medical, Dental or Related Offices
20. Medical or Dental Laboratories
21. Medical Equipment Rental and Leasing
22. Noncommercial Research Organizations
23. Office Uses Not Otherwise Classified
24. Photocopying and Duplicating Services
25. Photofinishing Laboratories
26. Photography, Commercial
27. Photography Studios
28. Real Estate Offices
29. Rehabilitation or Counseling Services
30. Research, Development or Testing Services
31. Stock, Security or Commodity Brokers
32. Tourist Homes (Bed & Breakfast)
33. Travel Agencies
34. Veterinary Services (Other)
35. Vocational, Business or Secretarial Schools

D. Retail Trade:

1. Antique Stores
2. Arts & Crafts
3. Caterers
4. Florists
5. Garden Centers or Retail Nurseries

E. Wholesale Trade:

1. Flowers, Nursery Stock & Florists Supplies

F. Accessory Uses:
1. Caretaker Dwellings

G. Other Uses:
1. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
   a. Arts and Crafts Shows
   b. Christmas Tree Sales
   c. Outdoor Retail Sales associated with Garden Centers or Retail Nurseries or Flowers, Nursery Stock & Florists Supplies
   d. Outdoor Religious Events

Part II. CONDITIONS:

A. Development and Dimensional Requirements.
Development shall be subject to the development and dimensional requirements of the Highway Business (HB) District of the Development Ordinance.

B. Historic Preservation:

2. The property owner shall pursue National Register Landmark designation for the existing house/structure.

3. The existing exterior and interior of the house and the grounds have been designated by Guilford County as a Local Historic Landmark Property. Any use of the existing house, building expansion or use of the grounds shall preserve or enhance its historic value.

4. Building expansion and new buildings:

   a. Expansions of the existing house, as allowed under the site's historic designation, shall be permitted

   b. New Buildings:

      1) Garden center / retail nursery, etc.
      New structure(s) associated with the permitted garden center and/or retail nursery, or with the wholesaling of flowers, nursery stock & florists supplies, may be constructed on the rezoning site. Said structure(s) shall be one story in height, architecturally compatible with the existing house, and the combined gross total area of these structures shall not exceed 1,000 square feet in area.
      2) New structure(s), associated with other permitted uses, may be constructed on the rezoning site. Said structure(s) shall be one story in height.
      3) A garage with a caretaker's dwelling may be constructed to the west and/or north sides of the existing house/structure.

5. In the event the current historic structure ceases to exist on the site, the conditions of Part II. B. Historic Preservation, sub section 1, 2 & 3 shall not apply.

C. Landscaping, Buffers and Screening.

1. Except for plants/vegetation for sale, all exterior storage of materials associated with a Garden Center or Retail Nursery use shall be screened from view of any public or private streets and shall only be permitted along the western half of the site. Such screening may consist of but is not limited to wood/stone opaque fences and/or landscaped earthen berms. All screening devices shall be a minimum of six (6) feet in height and the exterior storage of materials shall not exceed the height of the screen.

2. Except for automobiles, all machinery associated with a Garden Center or Retail Nursery use (i.e. backhoes, bobcat's etc) shall be stored along the western half of the site and not visible from the Brentwood Street right-of-way.

D. Transportation Conditions.

1. Access
   The property shall be limited to one (1) point of access to Brentwood Street and its location shall be determined by the High Point Department of Transportation.

2. The Director of Transportation shall approve the exact location and design of all access points. In addition, the Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction 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 now required to be approved by the City of High Point.

SECTION 4

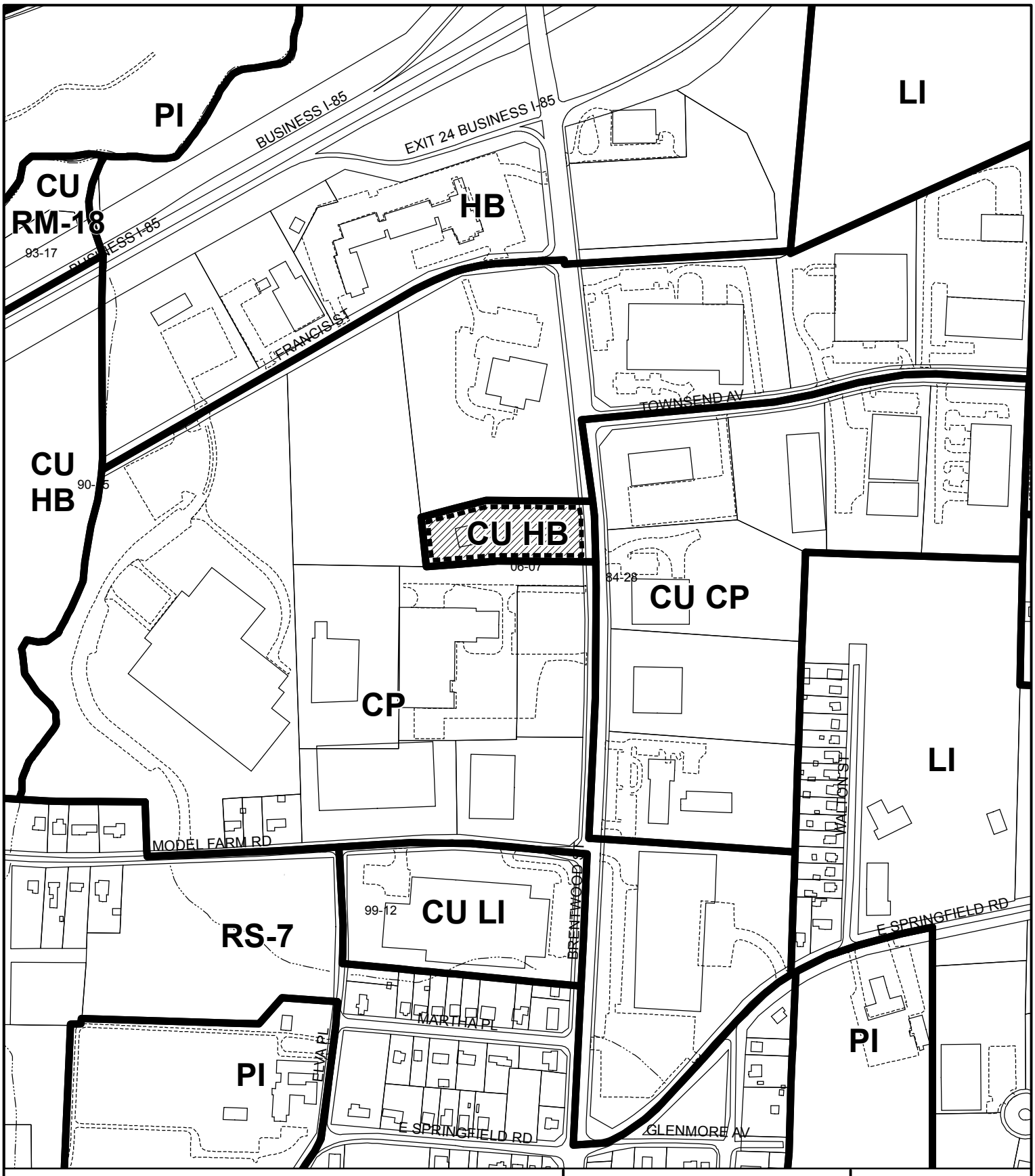
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
17th day of November, 2014.

Lisa B. Vierling, City Clerk



ZONING CASE 14-11

From: Conditional Use Highway Business
To: Conditional Zoning Highway Business

Existing Zoning Boundary ——————

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: October 10, 2014

N

Scale: 1"=400'

G:/Planning/Secure/ba-pz/2014/pz/z14-11.mxd

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

WHEREAS, the High Point Police Reserve Officer Unit, founded on October 19, 1964, is comprised of dedicated men and women who act as volunteer police officers for the protection of life and property within the City of High Point; and,

WHEREAS, for fifty years, those dedicated volunteers have chosen to take time out of their demanding lives to help make the City of High Point a better place to live; and,

WHEREAS, always willing to offer their services as reserve police officers, the members of the High Point Police Reserve Officer Unit receives no compensation from the City; and,

WHEREAS, the men and women of the High Point Police Reserve Officer Unit unceasingly provide a vital public service; their duties include community relations, traffic control, security for parades and other large events which allows full time police officers to stretch the duties they can perform; and,

WHEREAS, the people of the City of High Point, State of North Carolina owe a great debt of gratitude to the men and women, past and present, of the High Point Police Reserve Officer Unit who have so selflessly given their time and energy to protect and serve their fellow citizens.

NOW, THEREFORE I, James C. Davis, Mayor of the City of High Point, do hereby proclaim Monday, November 17th, 2014 as:

"HIGH POINT POLICE RESERVE OFFICER UNIT DAY"

in the City of High Point and urge all citizens to continue their full support of our local reserve officers as they provide public safety services to our community.

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 17th day of November 2014.

James C. Davis, Mayor

1501.26 High Point

OATH

I, William S. Bencini, Jr., do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as First Alternate Commissioner of North Carolina Municipal Power Agency Number 1, and that I will adhere to and abide by the ElectriCities' Ethical and Professional Code of Conduct, so help me God.

William S. Bencini, Jr.
First Alternate Commissioner

Sworn to and subscribed before me,
this 17th day of November, 2014.

Lisa B. Vierling
Notary Public

My Commission Expires: 3-25-2016

(NOTARY SEAL HERE)

LISA B. VIERLING
NOTARY PUBLIC
GUILFORD COUNTY, NC

CITY OF HIGH POINT
AGENDA ITEM

Title: Purchase of Property "3308 E. Kivett Drive"

From: JoAnne Carlyle, City Attorney

Public Hearing: N/A

Attachments: Map

Meeting Date: 11/17/2014
Advertising Date: N/A
Advertised By: N/A

PURPOSE: The City Administration would like to purchase 3308 E. Kivett Drive for incorporation into the Cities existing facilities at Triangle Lake Road and E. Kivett Drive intersection. This could be for the expansion of the Traffic & Sign Shop, our Maintenance Facility, or any other City use at this site.

BACKGROUND: In 2012 the City purchased 3310 E. Kivett Drive from Ms. Kersey to provide for possible expansion of our existing Traffic & Sign Shop or Maintenance Facility or provide space for other City facilities at our present location. We did not purchase 3308 E. Kivett Drive at that time due to the fact Ms. Kersey wanted to live out her final days at home. When Ms. Kersey passed away earlier this year the heirs contacted the City to ask if we still wanted to purchase 3308 E. Kivett Drive which had been previously discussed.

BUDGET IMPACT: The negotiated price of this property is $45,500 and the funds to purchase this property will be from the General Fund Special Appropriations Account.

RECOMMENDATION / ACTION REQUESTED: City Administration is asking Council to approve the City Attorney's office to proceed with purchasing the property located at 3308 E. Kivett Drive for $45,500.

PROJECT: S00006

PROPOSED CITY OF HIGH POINT PROPERTY PURCHASE OF 3308 EAST KIVETT DRIVE

PREPARED BY
CITY OF HIGH POINT
ENGINEERING SERVICES DEPARTMENT
NOVEMBER 2014
NOT TO SCALE

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

AMENDMENT TO THE
ORDINANCE ESTABLISHING DATES AND TIMES FOR OFFICIAL SESSIONS OF THE HIGH POINT CITY COUNCIL

WHEREAS, Article II, Section 2.5 of the Charter of the City of High Point (Chapter 501 of the Session Laws of 1979, as amended), requires that the City Council establish specific dates for all meetings, and provide for the call of special meetings;

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

Pursuant to Article II, Section 2.5 of the Charter of the City of High Point, that on and after December 6, 2012, there shall be held Regular meetings of the High Point City Council in the Council Chambers on the Third Floor of the Municipal Building, located at 211 South Hamilton Street, High Point, North Carolina. The meeting schedule shall be as follows:

Regular Meetings of the City Council shall be held on the **second** Monday of each month at **5:30 p.m.** with public hearings starting at **6:15 p.m.**.

Any *Special Called Meetings—including Closed Sessions—*may be called as provided by law.

All scheduled meetings shall be in accordance with the Open Meetings Law**.**

(**these meetings could be subject to cancellation if there is no business to be considered**)

FURTHER, that the Mayor, when present, shall preside at all meetings of the City Council. If the Mayor is absent, then the Mayor Pro Tempore shall preside. If the Mayor Pro Tempore is also absent, then any other Member of City Council may be selected to preside at the meeting.

Meeting schedule to be effective immediately upon adoption.

Adopted by City Council
This 4th day of March, 2013
Revised this 5th day of December, 2013
Revised this 17th day of November, 2014

Lisa B. Vierling, MMC
City Clerk

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

RESOLUTION
AUTHORIZING **THE CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by Council Member Moore (name and title) and seconded by Council Member Mendenhall (name and title) for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation activities for the bi-annual International Home Furnishings Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **100%** of the cost of the above described project up to $1,200,000;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, Lisa B. Vierling (Name and title) do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **City of High Point City Council** duly held on the 17th day of November, 20 14.

Lisa B. Vierling
Signature of Certifying Official

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TRANSIT DEVELOPMENT PROGRAM
NONCAPITAL
PUBLIC BODY GRANT AGREEMENT

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

and

CITY OF HIGH POINT

DOT PROGRAM NUMBER: DOT-11

PROJECT NUMBER: 15-DG-025

WBS ELEMENT: 36223.13.7.2

AGREEMENT #: TBD

****

THIS AGREEMENT made this the ___day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and the **CITY OF HIGH POINT** (hereinafter referred to as the "Contractor").

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Department and the Contractor desire to utilize grant funds for the Demonstration program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of the transit development project (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

a. Scope of Project. **The City of High Point, in conjunction with the High Point Market Authority, will support transportation for the annual Fall and Spring furniture markets in High Point. The funding will provide shuttle services for market attendees from Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market, and for circulator services in the High Point showroom district. The circulator and shuttle services will be procured and organized by the High Point Market Authority.** The Contractor shall undertake and complete the Project

as described in the approved Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the Department, and in accordance with the Project application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. Cost of Project. The total cost of the Project approved by the Department is **ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as

Attachment A.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.7.2	$1,200,000	$0	$1,200,000	$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$1,200,000	$0	$1,200,000	$0

c. Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2014 TO JUNE 30, 2015** unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and in accordance with the policies and procedures established by the Department**. The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

(a) Plan, manage, and complete the Project and provide for the use of Project property;

(b) Carry out the safety and security aspects of the Project; and

(c) Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (http://reports.oah.state.nc.us/ncac.asp).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the

Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent FTA or the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that FTA or the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the

third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." The Department cautions, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub-agreements. Because Project activities performed by a Sub-contractor/ sub-recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that FTA or the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Sub-agreement. The Contractor agrees to enter into a written agreement with each subrecipient (sub-agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub-agreement appropriate clauses directing the sub-recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub-agreement or any third party contractor at each tier, except as FTA or the Department determines otherwise in writing.

i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.

j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

k. Limitations of Agreement. This Agreement shall be subject to the availability of State funds and contingent upon the terms and conditions of this Agreement.

Section 3. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

1. Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and

Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (http://epls.arnet.gov/) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 4. Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs

for work performed under the terms of this Agreement which shall be financed with State funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs.

b. Payment. In order to assist the Contractor in financing the costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs, which shall be determined by available funding. The Contractor shall submit itemized invoices to the Department not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.** Additional forms must be submitted with reimbursement requests to report on contracting activities with Historically Underutilized Business (HUB) and Minority Business and Women Business Enterprise (MBE/WBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment. A retainage of five percent (5%) of the approved payment may be withheld until the approved Project is completed, accepted, and the final audit has been made.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for Department participation as provided by

applicable Federal/State laws, regulations, or directives.

(2) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the State Government determines that the Contractor is not entitled to receive any portion of the State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the State Government may recover any State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the State Government may have against the Contractor.

d. State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the State Government, whether for excess payments of State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended State funds before Project closeout.

Section 5. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Consistent with the Project Description, plans, specifications, and
(2) Project Budget and all other provisions of this Agreement;
(3) Necessary in order to accomplish the Project;
(4) Reasonable in amount for the goods or services purchased;
(5) Actual net costs to the Contractor, i.e., the price paid minus any

refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(6) Incurred (and be for work performed) within the period of performance of this Agreement unless specific authorization from the Department to the contrary is received;

(7) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(8) Satisfactorily documented; and

(9) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 6. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may** include, but not limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports.

The Contractor shall collect and submit to the Department at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department**. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (http://www.ah.dcr.state.nc.us/records/local/).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to

correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 7. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit-reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 8. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any

subsequent amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation.

d. Minority and Women Business Enterprise (MBE/WBE).

(1) Policy. It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises and Women Business Enterprises (MBE/WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed by State Funds.

The Contractor is also encouraged to give every opportunity to allow MBE/WBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, sub-consultant, and subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific MBE/WBE goals are not established for this project, the Department encourages the Contractor to have participation from MBE/WBE contractors and/or suppliers.

(4) Listing of MBE/WBE Sub-contractors. The Contractor at the time the Letter of Interest is submitted, shall submit a listing of all known MBE/WBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory shall be listed in the proposal.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting MBE/WBE Enterprise Participation. When payments are made to MBE/WBE contractors, including material suppliers, contractors at all levels (Contractor, sub-consultant or sub-contractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word

'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Contractor, sub-consultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

f. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the

foregoing regulations.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

i. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

j. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 9. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) Federal Transit law, specifically, 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent the Department determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal and State Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by the Department to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by the Department.

e. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) Any "brand name" product or sole source purchase equal to or greater than $2,500;

(2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than $2,500;

(3) Any procurement equal to or greater than $90,000;

(3) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of $90,000.

f. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

g. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the

environment, and are energy efficient.

h. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding $100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

i. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent the Department determines otherwise in writing.

j. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

(a) Construction/repair work; or

(a) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for

proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be used;

(c) Generally used when conditions are not appropriate for use of sealed bids;

(d) Requests for proposals will be publicized;

(d) All evaluation factors will be identified along with their relative importance;

(e) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(f) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(g) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(h) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

k. Award to Other than the Lowest Bidder. In accordance with State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than $2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

l. Award to Responsible Contractors. The Contractor agrees to award third

party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over $25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over $25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: http://epls.arnet.gov/.

m. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

n. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that the Department determines otherwise in writing, upon request by the State Government, the Contractor agrees to indemnify, save, and hold harmless the State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the State Government for any such liability caused by the wrongful acts of State employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies. The Contractor understands and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by the Department. Should the Contractor unreasonably

delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Department in writing.

c. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

d. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the State interest in or impair the Contractor's continuing control of the use of Project property.

e. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining State interest in the damaged or destroyed Project property.

f. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the Department may require.

g. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 15. . **Insurance & Real Property**.

The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall

be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition to other insurance requirements that may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of $10,000 or more.

Section 16. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures,"

Section 17. Real Property. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project And/or execute at the request of the Department

any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever come first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement , so that the transferee becomes obligated as if the transferee had been the original party.

Section 18. Construction. Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Contractor agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 19. Employee Protections.

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed

and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5310. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 20. Environmental Protections.

a. General. The Contractor recognizes that many Federal and State law imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal and State laws that may affect the Project include: the North Carolina Environmental Policy Act of 1971 (N.C.G.S. 113A); the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal and State laws, regulations and directives in effect now or become effective in the future, except to the extent the Department determines otherwise in writing.

b. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all

reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Department.

Section 21. Energy Conservation. To the extent applicable, the Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing.

Section 22. Charter Service Operations. FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities, equipment, and supplies funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the Department determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 23. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

c. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party sub-contracts, or sub-agreements involving the Project.

Section 26 Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R.

Part 1520.

Section 28. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that the Department has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so.

b. State Interest in Recovery. The State Government retains the right to a proportionate share, based on the percentage of the State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. Department Concurrence. The Department reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 29 Amendments/**Revisions** to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 30. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 32 Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's Non-compliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the

Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name:	MR CHARLIE WRIGHT	Name:	MR CHARLIE WRIGHT
Title:	FINANCIAL MANAGER	Title:	FINANCIAL MANAGER
Agency:	NCDOT/PTD	Agency:	NCDOT/PTD
MSC:	1550 MSC	Street Address:	TRANSPORTATION BLDG 1 S WILMINGTON ST RM 524
City/Zip:	RALEIGH NC 27699-1550	City:	RALEIGH NC
Phone:	919-733-4713, EXTENSION 277		
Fax:	919-733-2304		
Email:	CCWRIGHT@NCDOT.GOV		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name:	Angela W Wynes	Name:	Angela W Wynes
Title:	Transit Manager	Title:	Transit Manager
Agency:	City of High Point	Agency:	City of High Point
Postal Address:	716 W Kivett Drive	Street Address:	716 W Kivett Drive
City/Zip:	High Point, NC 27262	City:	High Point, NC 27262
Phone:	(336) 883-3062		
Fax:	(336) 883-3425		
Email:	angela.wynes@highpointnc.gov		

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 21 of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF HIGH POINT

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000231

CONTRACTOR'S FISCAL YEAR END: 6/30

BY: Randy E. McCaslin

TITLE: **CITY MANAGER**

ATTEST: Lisa B. Vierling

TITLE: City Clerk

SEAL

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: _____

TITLE: SECRETARY

HIGH POINT CITY COUNCIL
SPECIAL MEETING
NOVEMBER 10, 2014 – 9:00 A..M.
IHFC BUILDING, IMC OFFICES (14TH FLOOR CONFERENCE ROOM)

MINUTES

Present:
Mayor James C. Davis (Ward 5) and Council Members Rebecca R. Smothers (At-Large); Britt Moore (At-Large); Jeff Golden (Ward 1); Judith P. Mendenhall (Ward 3); Jay Wagner (Ward 4); and Jason Ewing (Ward 6)

Absent:
Council Member Foster Douglas (Ward 2)

Others Present:
Candidate "B"

Mayor Davis called the meeting to order and announced the purpose of the meeting was to go into a Closed Session pursuant to North Carolina General Statute 143-318.11(a)(6), to interview a candidate for the city manager's position.

Upon motion duly made and seconded, Council went into a Closed Session at 9:00 a.m. for the purpose of interviewing the candidate.

Upon motion duly made and seconded, Council reconvened into Open Session with an announcement that no action was taken as a result of the Closed Session.

The meeting adjourned at 11:35 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
James C. Davis, Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Zoning Case 14-10** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 November 17, 2014.

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 General Business (GB) District.** The site is lying along the east side of Cleveland Street, approximately 320 feet south of Greensboro Road. The zoning area is also known as the southern half of Guilford County tax parcel 0183767.

The zoning area is more specifically described as follows:

BEGINNING at an existing iron pipe at the southeasterly corner of the Nan & Jon Corporation property as described in Deed Book 6654, Page 1316 of the Guilford County Public Registry, said iron being a common corner between the Nan & Jon Corporation Property and the McDonald's Corporation prope1ty as described in Deed Book 3309, Page 871 of said Registry, said iron being furthermore located South 27°09'26" East, a distance of 198.42 feet along the common line between McDonald's and Nan & Jon Corporation from an existing iron rod on the southerly margin of the right-of-way of Greensboro Road (U.S. Highway #29A & #79A, variable-width public right-of-way), and runs thence from said BEGINNING point with a line through the McDonald's Corporation property as referenced above, and with the current zoning boundary between GB and RS-7 zoning, North 60°50'49" East, a distance of 150.14 feet to a new iron rod at the corner of the Kana Accounting & Tax Services, LLC property as described in Deed Book 6254, Page 698 of said Registry; thence with the line of the Kana Accounting & Tax Services, LLC property North 60°59'30" East, a distance of 81.79 feet to an existing iron pipe at the corner of Lot 14, Block 2, as shown on the plat of Five Points as recorded in Plat Book 8,

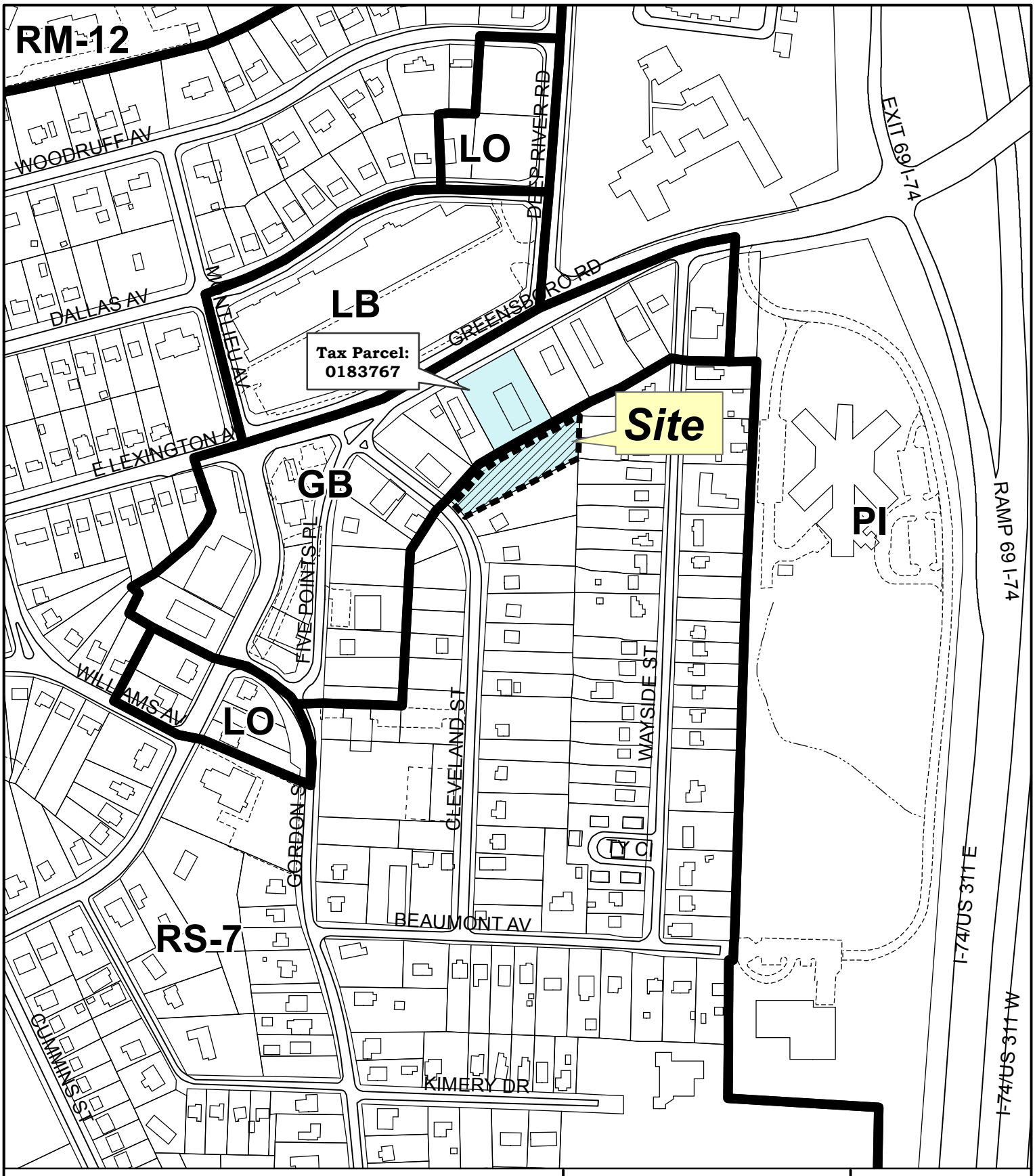
Page 70 of said Registry; thence with the westerly line of Lot 14, and continuing along the westerly line of Lot 15, South 02°02'34" West, a distance of 63.97 feet to an existing iron pipe at the northwesterly corner of Lot 17, Block 2, as shown on the aforesaid plat of Five Points recorded in Plat Book 8, Page 70 of said Registry; thence with the westerly line of Lot 17 South 01 °42'19" West, a distance of 45.70 feet to an existing iron pipe at the northeasterly corner of Lot 54, Block 2, as shown on the plat of Five Points recorded in Plat Book 8, Page 70 of said Registry; thence with the northerly line of Lot 54 South 61°18'39" West, a distance of 302.69 feet to an existing iron pipe on the northeasterly margin of the right -of-way of Cleveland Street (40-foot public right-of-way); thence with the northeasterly margin of the right-of-way of Cleveland Street North 47°13'21" West, a distance of 55.93 feet to a new nail at the comer of the Nan & Jon Corporation property as described in Deed Book 6068, Page 352 of said Registry; thence with the line of the Nan & Jon Corporation property as described in Deed Book 6068, Page 352, and continuing along the line of the Nan & Jon Corporation property as described in Deed Book 6654, Page 1316, both of said Registry, the following two (2) courses and distances: 1) North 39°39'24" East, a distance of I 06.74 feet to an existing iron pipe; 2.) North 60°54'24" East, a distance of 45.15 feet to the point and place of BEGINNING; containing 29,994 square feet or 0.688 acre, more or less, and being all of that portion of the McDonald's property described in Deed Book 3309, Page 871 of said Registry currently zoned RS-7, as shown on a survey by Jatnes Mauney & Associates, P.A. dated January 10, 2014 (Map File F-1161).

SECTION 2
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
17th day of November, 2014.

Lisa B. Vierling, City Clerk



ZONING CASE 14-10

From: Residential Single Family-7
To: General Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 21, 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/z14-10.mxd

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Case 14-10**
(McDonald's USA, LLC)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: November 5, 2014 and November 12, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by McDonald's USA, LLC to rezone an approximate 0.6 acre portion of a larger 1.3 acre parcel from a Residential Single Family-7 (RS-7) District to the General Business (GB) District. The rezoning area is lying along the east side of Cleveland Street, approximately 320 feet south of Greensboro Road.

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding-Z14-10. The Planning & Zoning Commission recommended ***approval*** of Z14-10 by a vote of 7-0.

B. Staff recommends ***approval*** of Z14-10 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

McDonald's USA, LLC **Zoning Case 14-10**

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed Zoning Case 14-10 (Z14-10). All members of the Commission were present except for Mr. Hough. Mr. Herbert Shannon, Senior Planner, presented Z14-10 and recommended approval of the request as outlined in the staff report.

Speaking on behalf of the request was the applicant's engineer, Mr. Brian Michot, Vice President Kimley-Horn Associates, 333 Fayetteville Street – Suite 600, Raleigh, NC.

No one spoke in opposition of the request.

The Planning & Zoning Commission recommended ***approval*** of Zoning Case 14-10, as recommend by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is consistent with the City's adopted plans.

Upon making its recommendation, the Planning & Zoning Commission stated that its recommendation is reasonable and in the public interest because: 1) The rezoning site is a portion of a parcel that when redeveloped will still front, obtain primary access and have building orientation towards Greensboro Road; which is designated by adopted plans for commercial development; 2) The rezoning will make the nonconforming parking lot conforming with current Development Ordinance requirements, including providing a planting yard adjacent to residential uses; and 3) The rezoning will promote redevelopment in the Five Points areas, which is an objective of the Core City Plan.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 14-10
November 10, 2014
(Revised)

Request	
Applicant: McDonald's USA, LLC	**Owner:** McDonald's USA, LLC
Zoning Proposal: To rezone an approximate 0.6 acre portion of a larger 1.3 acre parcel.	**From: RS-7** Residential Single Family-7 District **To: GB** General Business District

Site Information	
Location:	The site is lying along the east side of Cleveland Street, approximately 320 feet south of Greensboro Road.
Tax Parcel Numbers:	The southern half of Guilford County tax parcel 0183767
Site Acreage:	Approximately 0.6 acres
Current Land Use:	Parking lot associated with a restaurant with a drive-thru
Physical Characteristics:	The site has a relatively flat terrain
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch City sanitary sewer line are lying adjacent to the site within Cleveland Street.
General Drainage and Watershed:	The site drains in a southeasterly direction and development is subject to the Oakdale Reservoir General Watershed Area requirement. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24%.
Overlay District:	Oakdale Reservoir General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	**GB**	General Business District	Restaurant and vacant commercial structure
South:	**RS-7**	Residential Single Family-7 District	Single family dwelling
East:	**RS-7**	Residential Single Family-7 District	Single family dwelling
West:	**RS-7**	Residential Single Family-7 District	Vacant parcel

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The area proposed for rezoning is designated as Low Density Residential which includes primarily single family detached dwellings on individual lots. However, this area is the southern portion of a larger commercial parcel that fronts along Greensboro Road. This segment of Greensboro Road has a Local/Convenience Commercial Land Use Map designation which includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.

Community Growth Vision Statement	Goal 2: Improve High Point's older neighborhoods, while ensuring better future neighborhoods. Obj. 2E: Provide retail service and dining opportunities within a walkable distance to most residents. Goal 3: Create more mixed use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live work and play in one location. Obj. 3A: Revitalize and expand existing mixed use areas through building rehabilitations and new infill development.
Land Use Plan Goals, Objectives & Policies:	The following goal and objectives of the Land Use Plan are relevant to this request: 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. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan: *Core City Plan*	This area is identified in the Core City Plan as the Five Points Mixed Use Center. Mixed use centers can include retail, services, offices, housing, institutions and other uses. Their characteristics include reduced automobile trips, convenience to nearby neighborhoods, an efficient use of land and the provision of goods and services to people who do not have access to an automobile. Recommendations relevant to this site include: • Redeveloping properties in a more urban and pedestrian friendly manner. • Streetscapes should include broad sidewalks, street trees, human-scaled street lights, and benches.
Zoning History:	There has been no recent zoning activity in this area.

Transportation Information					
Adjacent Streets:	**Name**			**Classification**	**Approx. Frontage**
	Cleveland Street			Local	56 ft.
Vehicular Access:	One point of driveway access is proposed from Cleveland Street.				
Traffic Counts: *(Average Daily Trips)*	Cleveland Street			No data available	
Estimated Trip Generation:	No data available				
Traffic Impact Analysis:	**Required**			**Comment**	
		Yes	No X	None	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant has submitted a request to rezone the rear portion of a parcel from the Residential Single Family-7 (RS-7) District to the General Business (GB) District to facilitate redevelopment of an existing commercial use fronting Greensboro Road. The northern portion of this 1.3 acre parcel (0.7 acre) fronts on Greensboro Road, is in a GB District, and developed with a restaurant with a drive-thru. The rear or southern portion of the parcel (0.6 acre) is in a RS-7 District and developed with parking associated with the restaurant. The applicant is proposing to raze the existing building in order to develop a larger restaurant. Duel drive-thru lanes are proposed to be incorporated into the new restaurant design, the new drive thru lanes and menu boards will encroach into the rear (RS-7 zoned portion) of the parcel.

The Development Ordinance does not permit parking or other accessory activities of a commercial uses in a RS-7 District. This use was established on the rear portion of this parcel during the mid-1980s, prior to the adopted of the current Development Ordinance; therefore, the parking on the rear portion of the site is considered an existing non-conforming use. To facilitate this redevelopment proposal, the applicant has submitted this Map Amendment (Rezoning) application.

If redeveloped with a restaurant or retail type use, the Development Ordinance requires a 30-foot wide Type B Planting yard along the property line that abuts residential uses. This planting yard consists of 8 trees and 25 shrubs every 100 linear feet and may be reduced to 20 feet if an opaque fence is installed. This standard ensures development will be compatible with adjacent uses.

Consistency with Adopted Plans:

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

Staff Comments:

The commercial frontage of this parcel has a Land Use Map designation of Local Convenience/Commercial and redevelopment of this parcel will continue to be oriented towards Greensboro Road, thus the requested GB District will be consistent with the Land Use Map and the existing development pattern along this segment of Greensboro Road. Additionally, the area requested for rezoning will be used primarily as parking and as a buffer between the existing commercial use and the adjacent neighborhood.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because: 1) The rezoning site is a portion of a parcel that when redeveloped will still front, obtain primary access and have building orientation towards Greensboro Road; which is designated by adopted plans for commercial development; 2) The rezoning will make the

nonconforming parking lot conforming with current Development Ordinance requirements, including providing a planting yard adjacent to residential uses; and 3) The rezoning will promote redevelopment in the Five Points areas, which is an objective of the Core City Plan.

Recommendation

Staff Recommends Approval:
The Planning & Development Department recommends approval of the request to rezone this 0.6 acre portion of a parcel to a GB District. The zoning request is compatible with the surrounding area and in conformance with adopted plans.

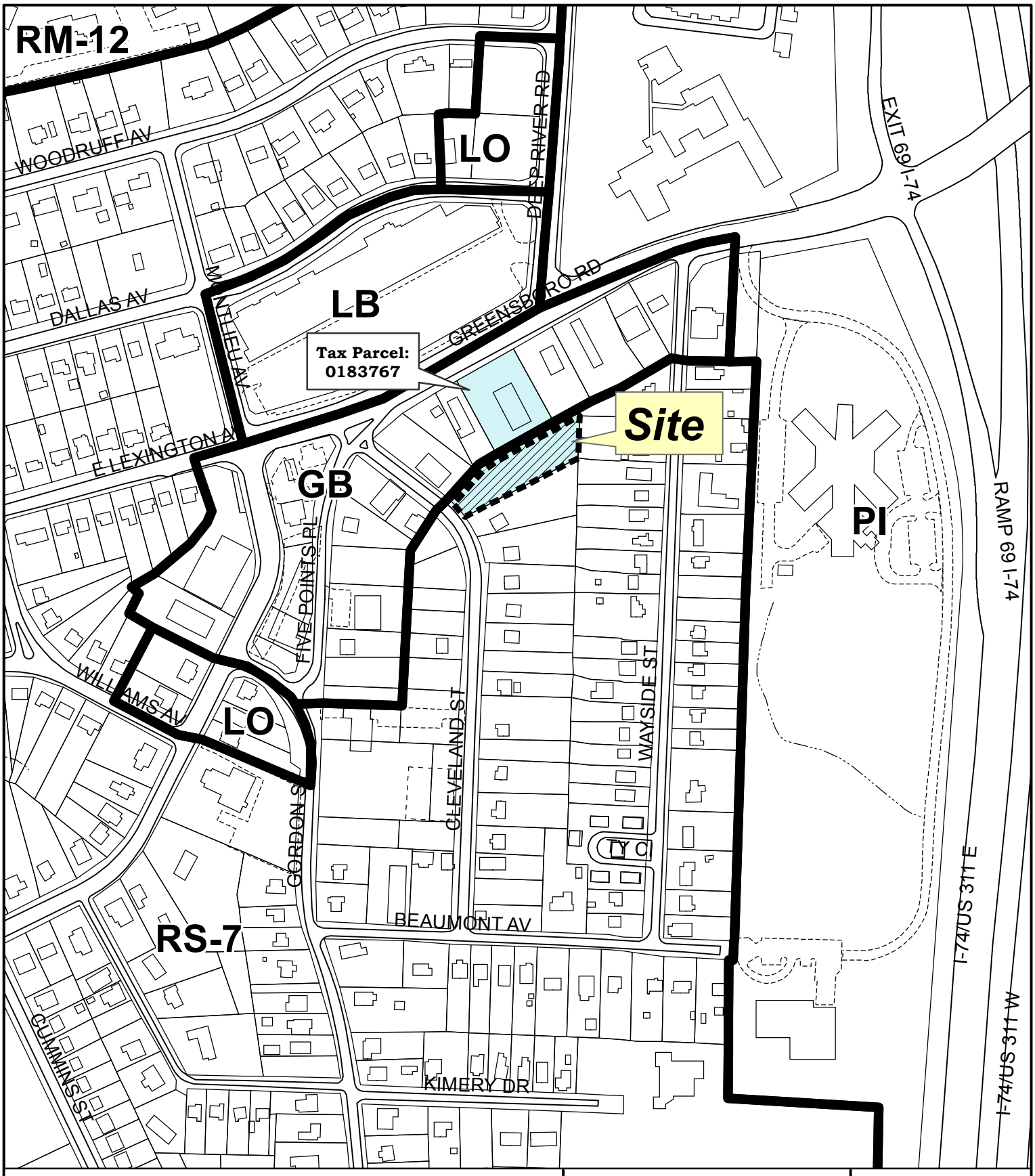
Required Action

Planning and Zoning Commission and City Council:
The NC General Statutes requires the Planning & Zoning Commission upon making its recommendation and the City Council upon rendering its decision to place in the official record a statement of consistency with the City's adopted plans. In addition, the City Council must also explain why the action taken to be reasonable and in the public interest.

The Planning and Zoning Commission and the City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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



ZONING CASE 14-10

From: Residential Single Family-7
To: General Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

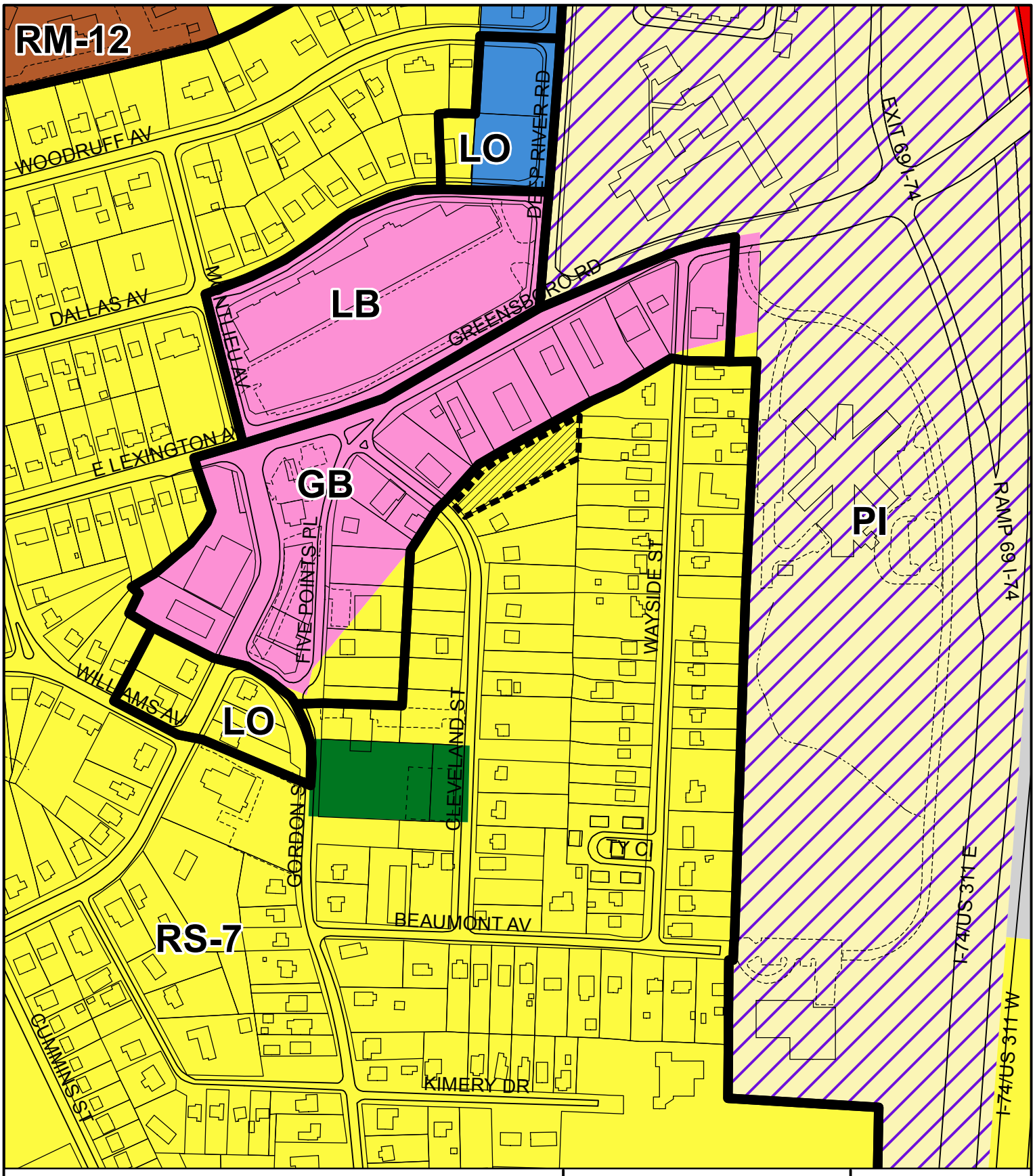
City of High Point

Date: October 21, 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/z14-10.mxd



ZONING CASE 14-10

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Institutional
- Recreation/Open Space
- Office
- Local/Convenience Commercial
- Community/Regional Commercial
- Mixed Use Development

Planning & Development Department

City of High Point

Date: October 24, 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/z14-10clu.mxd

ZONING CASE 14-10

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

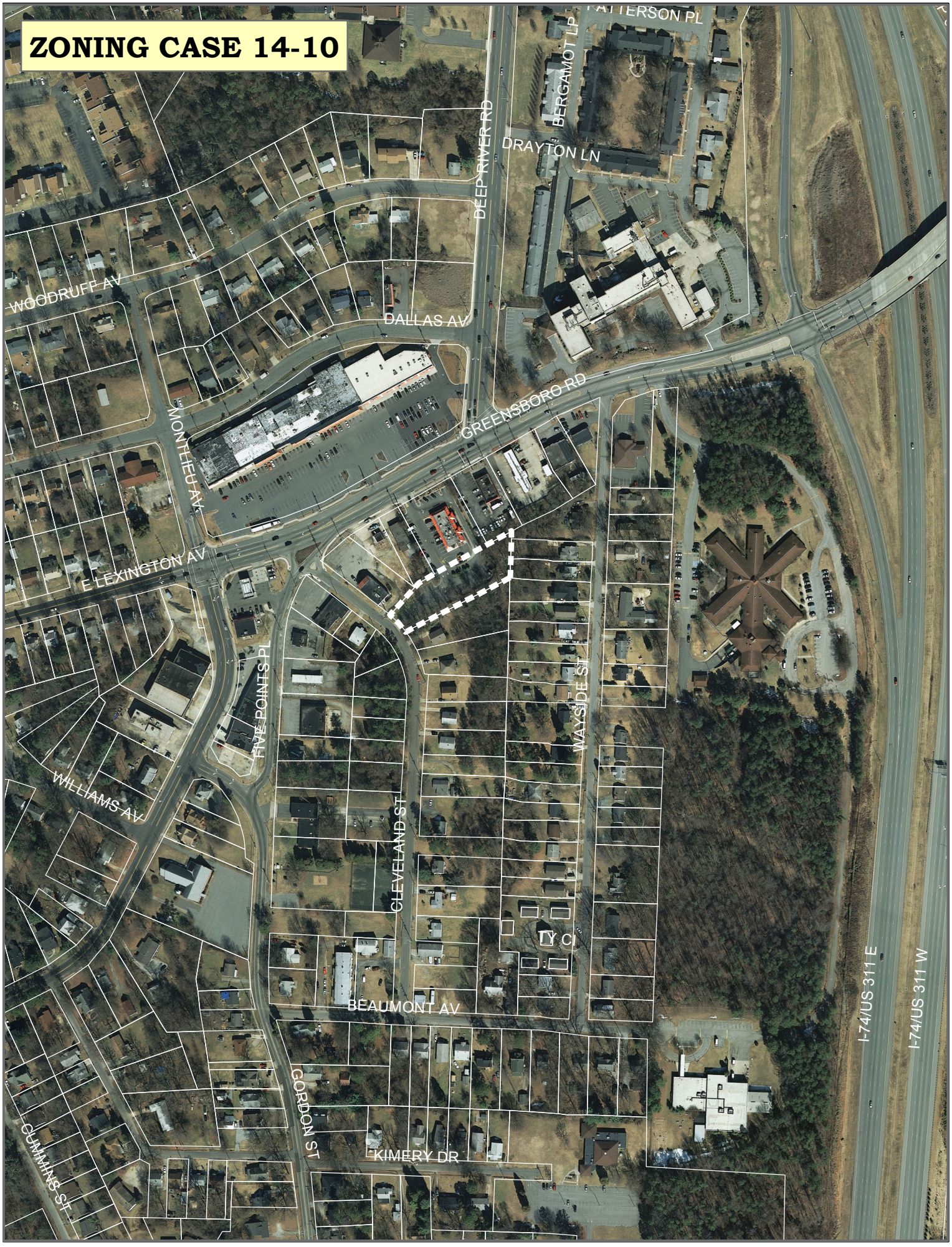
City of High Point

Date: October 17, 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/z14-10topo.mxd


ZONING CASE 14-10
PATTERSON PL
BERGAMOT LP
DRAYTON LN
DEEP RIVER RD
WOODRUFF AV
DALLAS AV
GREENSBORO RD
MONTLIEU AV
E LEXINGTON AV
FIVE POINTS PL
WAYSIDE ST
CLEVELAND ST
WILLIAMS AV
BEAUMONT AV
GORDON ST
KIMERY DR
CUMMINS ST
I-74/US 311 E
I-74/US 311 W

ZONING CASE 14-10

From: Residential Single Family-7
To: General Business

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

Planning & Development Department

City of High Point

Date: October 14, 2014

N

Scale: 1"=100'

G:/Planning/Secure/ba-pz/2014/pz/z14-10exh.mxd

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 28, 2014 and before the City Council of the City of High Point on November 17, 2014 regarding **Zoning Case 14-10** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on October 19, 2014, for the Planning and Zoning Commission public hearing and on November 5, 2014 and November 12, 2014, 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 _____.

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 General Business (GB) District.** The site is lying along the east side of Cleveland Street, approximately 320 feet south of Greensboro Road.**)**. The zoning area is also known as the southern half of Guilford County tax parcel 0183767.

The zoning area is more specifically described as follows:

BEGINNING at an existing iron pipe at the southeasterly corner of the Nan & Jon Corporation property as described in Deed Book 6654, Page 1316 of the Guilford County Public Registry, said iron being a common corner between the Nan & Jon Corporation Property and the McDonald's Corporation prope1ty as described in Deed Book 3309, Page 871 of said Registry, said iron being furthermore located South 27°09'26" East, a distance of 198.42 feet along the common line between McDonald's and Nan & Jon Corporation from an existing iron rod on the southerly margin of the right-of-way of Greensboro Road (U.S. Highway #29A & #79A, variable-width public right-of-way), and runs thence from said BEGINNING point with a line through the McDonald's Corporation property as referenced above, and with the current zoning boundary between GB and RS-7 zoning, North 60°50'49" East, a distance of 150.14 feet to a new iron rod at the corner of the Kana Accounting & Tax Services, LLC property as described in Deed Book 6254, Page 698 of said Registry; thence with the line of the Kana Accounting & Tax Services, LLC property North 60°59'30" East, a distance of 81.79 feet to an existing iron pipe at

the corner of Lot 14, Block 2, as shown on the plat of Five Points as recorded in Plat Book 8, Page 70 of said Registry; thence with the westerly line of Lot 14, and continuing along the westerly line of Lot 15, South 02°02'34" West, a distance of 63.97 feet to an existing iron pipe at the northwesterly corner of Lot 17, Block 2, as shown on the aforesaid plat of Five Points recorded in Plat Book 8, Page 70 of said Registry; thence with the westerly line of Lot 17 South 01 °42'19" West, a distance of 45.70 feet to an existing iron pipe at the northeasterly corner of Lot 54, Block 2, as shown on the plat of Five Points recorded in Plat Book 8, Page 70 of said Registry; thence with the northerly line of Lot 54 South 61°18'39" West, a distance of 302.69 feet to an existing iron pipe on the northeasterly margin of the right -of-way of Cleveland Street (40-foot public right-of-way); thence with the northeasterly margin of the right-of-way of Cleveland Street North 47°13'21" West, a distance of 55.93 feet to a new nail at the comer of the Nan & Jon Corporation property as described in Deed Book 6068, Page 352 of said Registry; thence with the line of the Nan & Jon Corporation property as described in Deed Book 6068, Page 352, and continuing along the line of the Nan & Jon Corporation property as described in Deed Book 6654, Page 1316, both of said Registry, the following two (2) courses and distances: 1) North 39°39'24" East, a distance of I 06.74 feet to an existing iron pipe; 2.) North 60°54'24" East, a distance of 45.15 feet to the point and place of BEGINNING; containing 29,994 square feet or 0.688 acre, more or less, and being all of that portion of the McDonald's property described in Deed Book 3309, Page 871 of said Registry currently zoned RS-7, as shown on a survey by Jatnes Mauney & Associates, P.A. dated January 10, 2014 (Map File F-1161).

SECTION 2
Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
____th day of November , 2014.

Lisa B. Vierling, City Clerk

11-17-2014 HPCC

Impact Analysis of

A PROPOSED COMMUNICATIONS TOWER ON PROPERTIES SURROUNDING THE VICINITY

LOCATED NEAR

3929 Johnson Street
High Point, NC 27265
GUILFORD COUNTY

AS OF

November 5, 2014

FOR

TOWERCOM

BY

MOLLY M. CHISHOLM

NC STATE CERTIFIED RESIDENTIAL APPRAISER #A4075

HYLTON-CROWDER & ASSOC., INC.

132 E. PARRIS AVENUE

HIGH POINT, NC 27262

Hylton-Crowder & Associates, Inc.

Appraisers-Consultants-Realtors
132 E. Parris Avenue
High Point, NC 27262

Ron D. Crowder, SRPA
Gerry C. Crowder, SRA
Molly M. Chisholm
Brian R. Crowder

November 14, 2014

TowerCom
Attn: Mr. George W. Davis
5611 NC Highway 55, Suite 201
Durham, NC 27713

RE: Impact Analysis of proposed communications tower located near
3929 Johnson Street
High Point, NC 27265

Dear Mr. Davis:

At your request, I have inspected the above captioned property and researched the local market in High Point (Guilford County), as well as other markets in neighboring counties of North Carolina, to determine if there is any market impact on surrounding property values of a communications tower.

The purpose of this assignment is to develop an opinion of the effect on the proposed tower on the properties that are in the vicinity of the tower. The intended use of this assignment is to assist the City Council in determining the effect of the proposed tower. The intended users of this report are officers and employees of TowerCom, Karen Kemerait (client's counsel), and any other parties they designate.

As requested, a summary report has been prepared. This is not an appraisal, but is a consulting assignment. My attached report is in narrative format and provides a summary of the data, analyses, reasoning, and conclusions employed for this impact analysis.

The subject property was inspected on November 5, 2014 which is the effective date of this report and analysis. I made all necessary investigations and analyses. Based on a set of plans and specifications of the proposed tower prepared by TowerCom, my inspection of the proposed site and the surrounding area, an analysis of data gathered and facts and conclusions as contained in the following report, and subject to the assumptions and limiting conditions as stated, it is my opinion that the proposed tower meets the zoning

ordinance standard on property values because it will not substantially injure the property values of adjoining properties or those in the general vicinity of the tower. My data further indicates no adverse effect on adjoining properties at all.

Included in the scope of this study is a personal inspection of the site of the proposed tower, a study of data of other properties located in High Point and Guilford County which are in the vicinity of similar communications towers. I hereby certify that I have inspected these properties and found them to be as stated in this report. To my best knowledge and belief, all statements and information in this report are true and correct with no important facts withheld. Neither my employment nor compensation are contingent upon the findings in the impact analysis which I have reported.

Respectfully submitted,

Molly M. Chisholm

Molly M. Chisholm
NC State Certified Residential Appraiser #A4075

IMPACT ANALYSIS SUMMARY

Hylton-Crowder was hired to perform a market analysis to examine whether the cellular communications tower proposed by TowerCom near 3929 Johnson Street in High Point, NC will have any impact (positive, negative, or no impact) on adjacent and nearby properties per the following standards in the City of High Point Zoning Ordinance:

1) **That the use will not substantially injure the value of adjoining or abutting properties.**
2) **That the location and character of the use will be in harmony with the area in which it is to be located and in general conformance with the plan of development of the City and its environs.**

The intended use of this report is to assist the City of High Point in its consideration of TowerCom's application for a conditional use permit. I understand that the High Point City Council will use this report to assist in the decision to grant or deny the conditional use permit.

I assume for the purpose of this report that the construction of the proposed tower will be consistent with the submitted plans and specifications in a quality workmanship manner. The information received included the proposed site plan, the tower elevation, and a brief description of the proposed tower.

I followed the standards and practices set by the NC Appraisal Board and the Appraisal Institute to analyze the impact of the proposed tower. All analyses and methodologies contained in this report are commonly used by certified appraisers conducting appraisals or market analyses, or impact studies. I have obtained data of properties from the city of High Point and Guilford County that adjoin or are in proximity to comparable towers.

Any impact on a residential property in the proximity of a communications or cell tower would be considered external obsolescence. This type of obsolescence is determined by appraisers based on several factors in a residential area. These factors include:

1) Noise which could influence the privacy of surrounding properties. The operations of a cell tower, except under emergency conditions are essentially silent. The facility is unmanned and the equipment does not generate noise any more substantial than that of a residential air conditioning unit or no more than

60 dbm at the edge of the site. I do not consider noise from the proposed tower to have any impact on the surrounding properties.

2) Traffic resulting from the proposed development of a tower. The only traffic caused by a cell tower results from routine inspection and maintenance which is typically no more than 1-2 times per month. Any potential increase in traffic is considered nominal and does not have any negative impact on the subject's neighborhood.

3) Lights which could compromise privacy and/or seclusion of surrounding properties. The FAA does not require lights for towers under 200 feet. The proposed tower will be 165' and the provided FAA determination shows that FAA does not require lights at this location. Furthermore, Towercom has stated that they will not voluntarily light this site now or in the future. While T-Mobile will have a halogen type work light at their equipment to aid in after-hours maintenance, it is on a manual timer and would only be on when workers are present. The lighting would not have any negative impact on surrounding properties.

4) Research from the FDA, the American Cancer Society, and other agencies indicate that the development of cell towers do not pose any significant environmental issues. This is outside the field of my expertise and is not considered in this study.

5) Visual impact poses most potential impact resulting from a cell tower on adjoining or nearby properties. In order to isolate this variable in the market, I have researched properties near comparable towers as the basis of my opinion for this market impact study. In this extensive research, I have found that proximity to a cell tower has no impact (positive or negative) on residential properties.

In addition to the data included in this analysis, I have conducted thousands of residential appraisals over twenty years. Many of these appraisals involved properties which adjoin or are near communication or broadcast towers. I have never uncovered data suggesting that proximity to a cellular communications or taller broadcast towers negatively affected the value of adjoining or nearby properties within several hundred feet. I have also read numerous tower studies and appraisals from other certified appraisers whose data reflected the same results and conclusion.

Based on the data in this analysis, and from my numerous appraisals of homes near towers over the past 20 years, I conclude that the proposed tower will NOT substantially

injure and/or impair the property values of adjoining or abutting properties or properties within the neighborhood. The towers studied relative to sales in the analysis accurately represent the absence of impact on residential property values. In almost every instance, these towers were closer, taller, or of more substantial design relative to the properties examined than the proposed TowerCom site. In addition, this data and my experience not only demonstrate that there will be no "substantial" injury or depreciation to adjoining, abutting, or nearby properties, it indicates that there will be no injury or depreciation.

Molly M. Chisholm
NC State Certified Residential Appraiser #A4075
Hylton-Crowder & Associates, Inc.

IDENTIFICATION OF THE SUBJECT PROPERTY

The subject property is an 8.29 acre tract of land northwest of the intersection of Johnson Street and Old Mill Road in High Point, NC. The street address is 3929 Johnson Street, High Point, NC 27265. The total site is irregular in shape and the engineering specifications for the proposed 165' monopole tower facility indicate that it would be located in the southernmost portion of the site on a 70' x 70' fenced area. This area is south of the existing church and parking area and will be located in a densely wooded section of the site. Per plans and specifications provided to me by the client, the tower is approximately 330' from the road and will have a 12' wide access drive leading to the tower. The plans include an agreement from TowerCom to preserve the existing mature vegetation in the southern portion of the subject site, except for the clearing required for the fenced area and the access drive.

Physical Address: 3929 Johnson Street, High Point, NC 27265
Guilford County Tax Parcel ID: 0198764
Legal Description: Metes and Bounds, Ref. DB 2806, Page 793 (see also PB 148, Page 23) of the Guilford County Registry
Zoning: RS-12

The FAA does not require the tower to have lights (height is under 200'). The property is owned by Tabernacle Baptist Church. Per Guilford County Tax Records and my physical inspection, there are seven separate tax parcels of record which adjoin the subject site. Four of the seven adjoining properties are located south of the proposed tower.

The proposed tower is located in north High Point, North Carolina in Guilford County. Johnson Street is major north to south corridor and is a 5 lane asphalt paved public road. The area in general has a wide range of housing styles, ages, and price ranges. Most of the development in this area has occurred since the 1970's with some neighborhoods developed as recently as 2008. The surrounding area is predominantly single family residential and with a number of churches and schools.

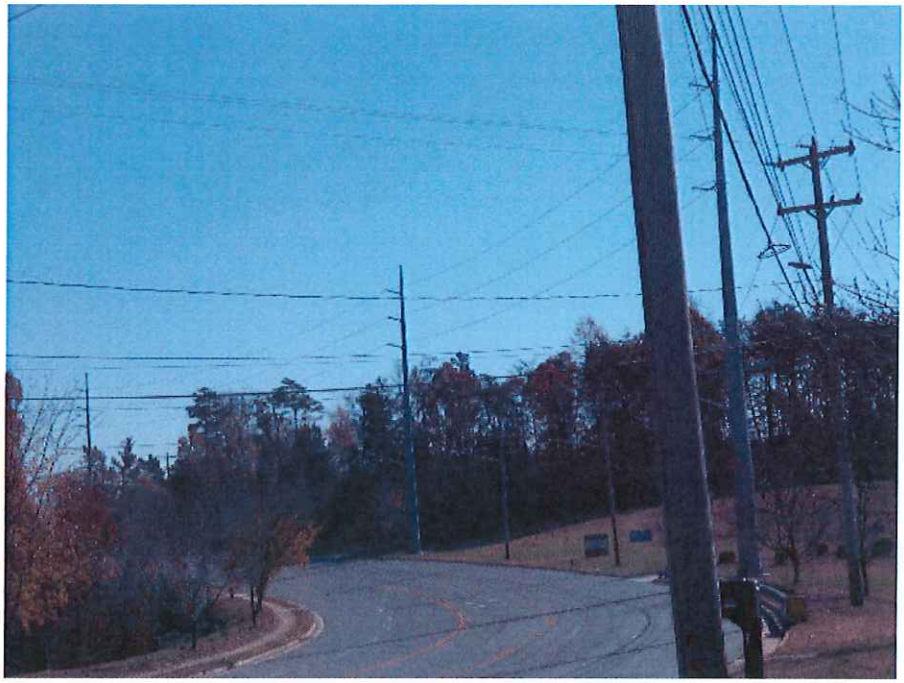
PHOTOGRAPHS OF SUBJECT PROPERTY

VIEW OF SITE FROM STREET

VIEW OF INTERIOR OF SITE

PHOTOGRAPHS OF SUBJECT PROPERTY

STREET SCENE FACING NORTH



STREET SCENE FACING SOUTH

PLANS & SPECIFICATIONS OF PROPOSED CELL TOWER

PROJECT INFORMATION:

PROPOSED 165' MONOPOLE
TELECOMMUNICATIONS FACILITY

SITE NAME:
JOHNSON ST

SITE ADDRESS:
3929 JOHNSON STREET
HIGH POINT, NC 27265
(GUILFORD COUNTY)

APPLICANT/LESSEE:
TowerCom
5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

IF YOU DIG IN NORTH CAROLINA... CALL US FIRST! 1-800-632-4949 NORTH CAROLINA ONE-CALL
IT'S THE LAW

UTILITY STATEMENT
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. NEITHER THE OWNER NOR THE SURVEYOR ASSUMES ANY RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE UTILITY COMPANIES PRIOR TO THE START OF CONSTRUCTION. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR

PLANS PREPARED BY:
TowerCom
TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603
919.661.6351
N.C. LICENSE # C-1784

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-25-14	PRELIMINARY
2	08-25-14	PRELIMINARY
1	08-14-14	PRELIMINARY
0	08-04-14	PRELIMINARY

DRAWN BY: MWW | CHECKED BY: TCB

SEAL:

SEAL:

SHEET NUMBER: T-1
REVISION: 4
TEP #: 15245

VICINITY MAP

LOCATION MAP

DRIVING DIRECTIONS
FROM RALEIGH, NC: HEAD PRIMARILY SOUTHWEST ON I-40 W AND FOLLOW FOR APPROXIMATELY 74.5 MILES. TAKE EXIT 214 FOR NC-68 TOWARD HIGH POINT/GREENSBORO AIRPORT. TURN LEFT ONTO GALLIMORE DAIRY ROAD. AFTER APPROXIMATELY 0.2 MILES, TURN RIGHT ONTO JOHNSON STREET. SITE IS LOCATED ON THE RIGHT.

PROJECT SUMMARY

LATITUDE: N 35° 57' 29.345" (NAD 83)
LONGITUDE: W 80° 01' 14.424" (NAD 83)
LATITUDE: N 35° 57' 29.457" (NAD 27)
LONGITUDE: W 80° 01' 13.922" (NAD 27)
GROUND ELEVATION = 856.4± (NAVD 88)

1-A CERTIFICATION
APPLICANT/LESSEE:
ADDRESS: 5611 HWY 55, SUITE 201
CITY, STATE, ZIP: DURHAM, NC 27713
PHONE: (919)666-2906
CONTACT: GEORGE HUDSON

PROPERTY OWNER:
ADDRESS: 3929 JOHNSON STREET
CITY, STATE, ZIP: HIGH POINT, NC 27265
PHONE: PASTOR CLINT WINFORD
(336)899-3134

PROPERTY DATA:
ADDRESS: 3929 JOHNSON STREET
CITY, STATE, ZIP: HIGH POINT, NC 27265
PHONE: (336)431-5362
AREA OF CONSTRUCTION: 15,625± SQ. FT.
EXISTING USE: CHURCH
PROPOSED EQUIPMENT: TELECOMMUNICATIONS FACILITY
PROJECT TYPE: 65'-0"
CURRENT ZONING: RS-12
PARCEL ID NUMBER: 6283207144
JURISDICTION: HIGH POINT

UTILITIES:
POWER COMPANY: DUKE POWER
CONTACT: DISTRIBUTION SERVICE
PHONE: 800-777-9898
ELECTRIC COMPANY: UNKNOWN
CONTACT: UNKNOWN
PHONE: UNKNOWN
TELEPHONE COMPANY: UNKNOWN
CONTACT: UNKNOWN
PHONE: UNKNOWN

PROJECT TEAM

ADDITIONAL INFORMATION PERTAINING TO PROPOSED TELECOMMUNICATIONS FACILITY SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED BY THE FOLLOWING CODES WHERE APPLICABLE TO THE PROJECT. WORK NOT CONFORMING TO THESE CODES MAY BE REJECTED BY THE BUILDING INSPECTOR:
1. NORTH CAROLINA BUILDING CODE
2. INTERNATIONAL FIRE CODE
3. INTERNATIONAL ENERGY CONSERVATION CODE
4. NC ELECTRIC CODE
5. LOCAL BUILDING CODE
6. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

ORIGINAL SURVEYOR:
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
PHONE: (919) 661-6351

CIVIL ENGINEER:
NAME: TOWER ENGINEERING PROFESSIONALS, INC.
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
PHONE: (919) 661-6351

STRUCTURAL ENGINEER:
NAME: UNKNOWN
ADDRESS: UNKNOWN
CITY, STATE, ZIP: UNKNOWN
PHONE: UNKNOWN

ELECTRICAL ENGINEER:
NAME: TOWER ENGINEERING PROFESSIONALS, INC.
ADDRESS: 326 TRYON ROAD
CITY, STATE, ZIP: RALEIGH, NC 27603
PHONE: (919) 661-6351

GEOTECHNICAL ENGINEER:
NAME: UNKNOWN
ADDRESS: UNKNOWN
CITY, STATE, ZIP: UNKNOWN
PHONE: N/A

TOWER MANUFACTURER:
NAME: UNKNOWN
ADDRESS: UNKNOWN
CITY, STATE, ZIP: UNKNOWN
PHONE: UNKNOWN

INDEX OF SHEETS

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C2	COMPOUND DETAIL	4
C3	TOWER ELEVATION	4
C4	EQUIPMENT LAYOUT PLAN	4
C5	FOUNDATION DETAILS	4
C6	ICE BRIDGE DETAILS	4
C7	ANTENNA MOUNTING DETAILS	4
C8	EROSION CONTROL PLAN	4
C9	EROSION & SEDIMENTATION CONTROL DETAILS	4
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E8	GROUNDING DETAILS III	4

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED TOWERCOM OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF NORTH CAROLINA.
3. THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G-2-2009. THIS CONFORMS TO THE REQUIREMENTS OF THE NORTH CAROLINA BUILDING CODE, 2012 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NORTH CAROLINA BUILDING CODE, 2012 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE T-MOBILE PROJECT MANAGER.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
18. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
19. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
20. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH T-MOBILE SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO T-MOBILE PRIOR TO THE START OF THE WORK ON THE PROJECT.
21. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
22. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
23. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE TOWERCOM PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
24. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

GENERAL NOTES

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)665-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 040920 ENGINEER KIMBERLY S. MARTIN

September 16, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: SCB CHECKED BY: GMA

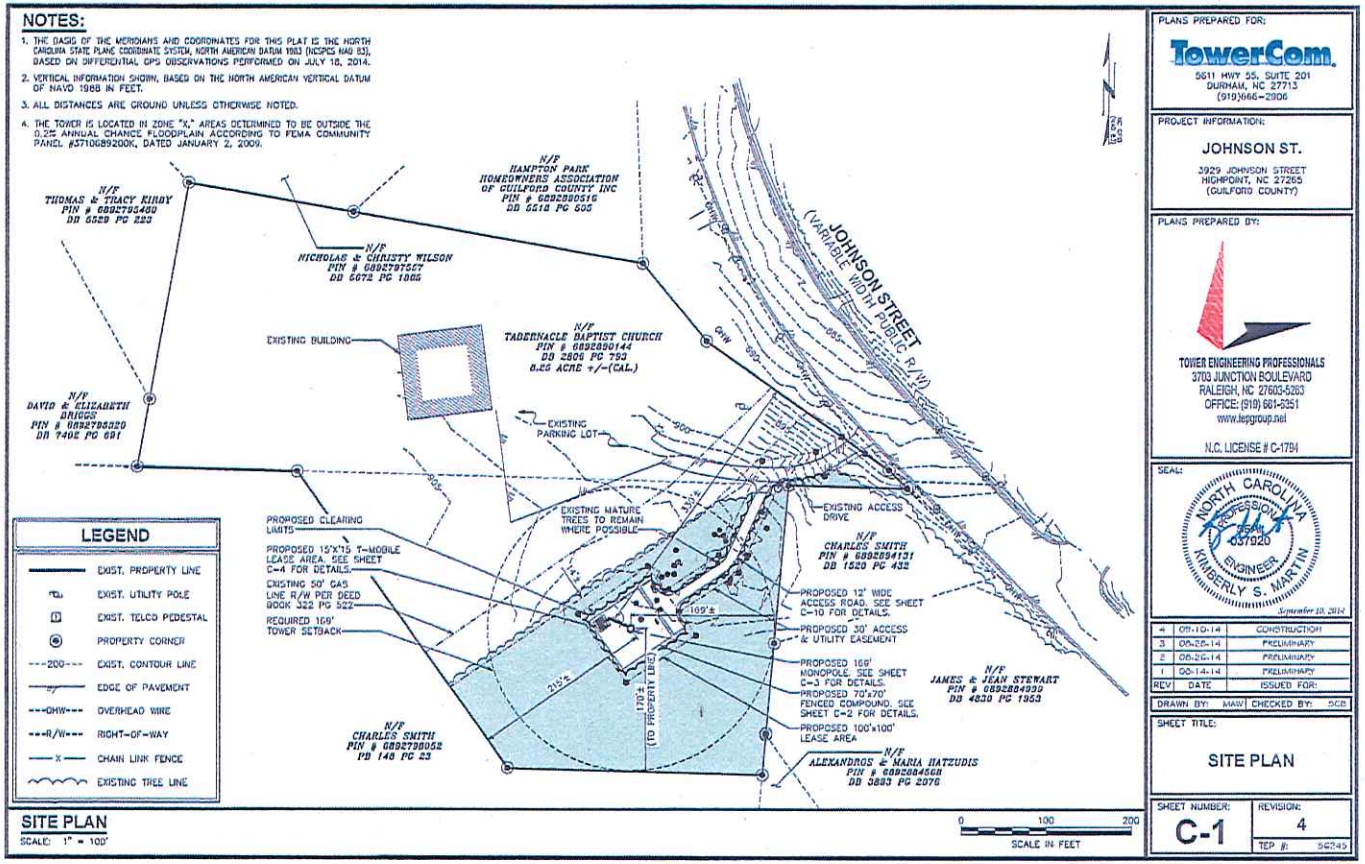
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER: N-1

REVISION: 4

TEP #: 56245



PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5283
OFFICE: (919) 661-5351
www.tepgroup.net

N.C. LICENSE # C-1791

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037020 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-26-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

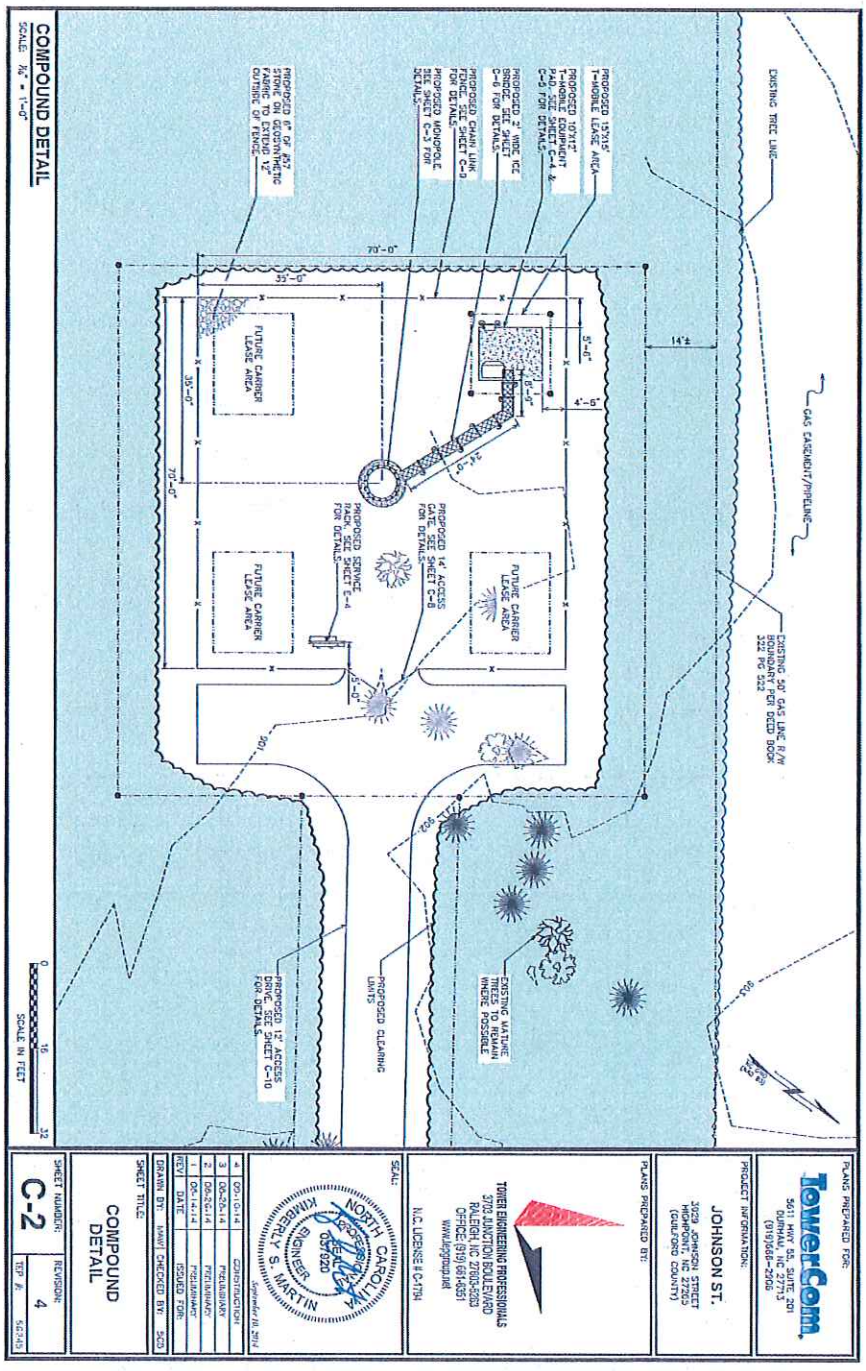
SHEET TITLE:

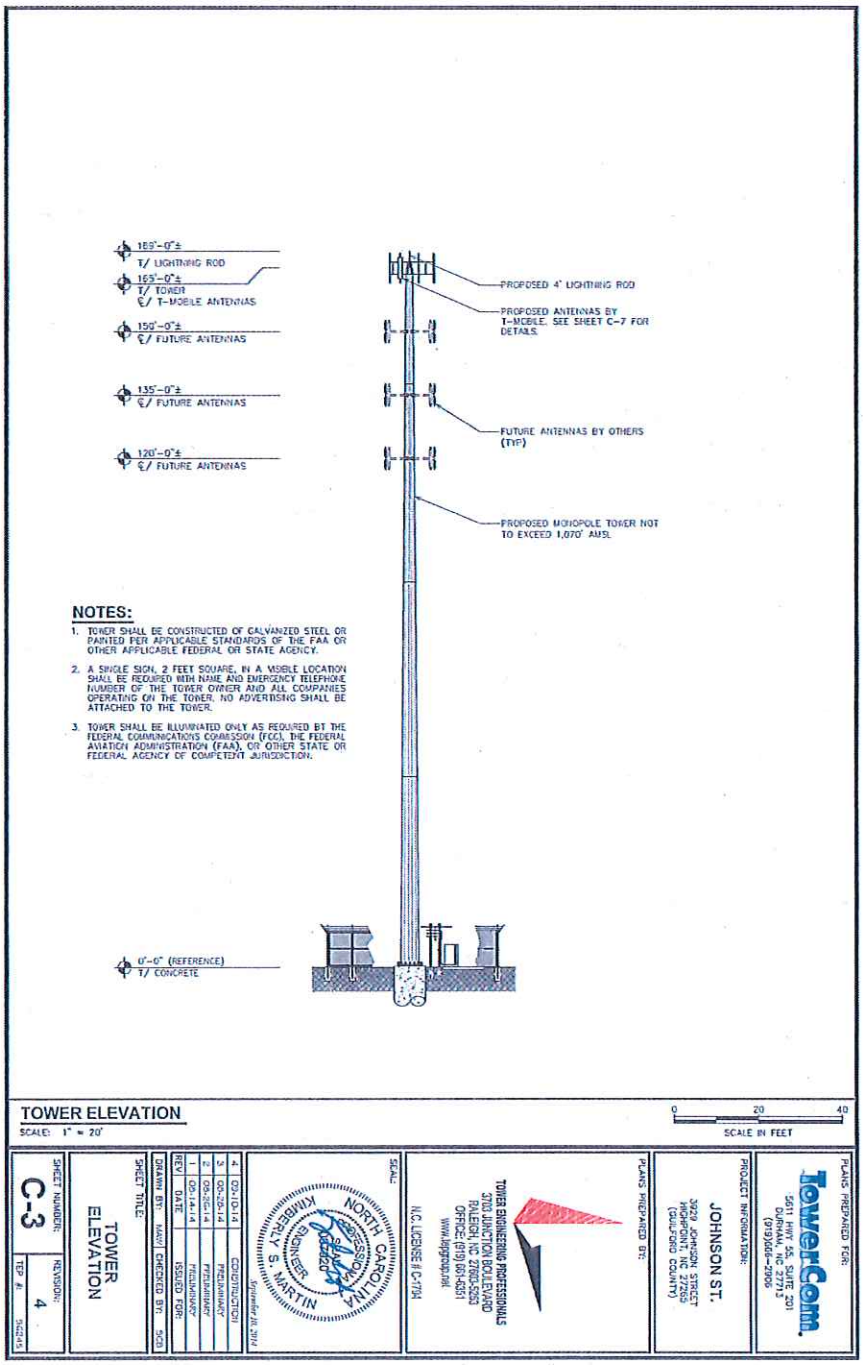
SITE PLAN

SHEET NUMBER: C-1

REVISION: 4

TEP #: 56245


COMPOUND DETAIL
SCALE: 1/16" = 1'-0"
EXISTING TREE LINE
GAS EASEMENT/PIPELINE
EXISTING 50' GAS LINE R/W BOUNDARY PER DEED BOOK 322 PG 522
PROPOSED 15'X15' T-MOBILE LEASE AREA
PROPOSED 10'X12' T-MOBILE EQUIPMENT PAD. SEE SHEET C-4 & C-5 FOR DETAILS
PROPOSED 2" HDPE ICE BRIDGE. SEE SHEET C-6 FOR DETAILS
PROPOSED CHAIN LINK FENCE. SEE SHEET C-9 FOR DETAILS
PROPOSED MONOPOLE SEE SHEET C-3 FOR DETAILS
PROPOSED 6' OF #27 STRAND WIRE FABRIC TO EXTEND 1'-0" OUTSIDE OF FENCE
70'-0"
35'-0"
35'-0"
70'-0"
FUTURE CARRIER LEASE AREA
FUTURE CARRIER LEASE AREA
FUTURE CARRIER LEASE AREA
5'-0"
4'-6"
14'±
24'-0"
PROPOSED SERVICE DRIVE SEE SHEET C-4 FOR DETAILS
PROPOSED 16' ACCESS DRIVE SEE SHEET C-8 FOR DETAILS
15'-0"
10'
PROPOSED 12' ACCESS DRIVE SEE SHEET C-10 FOR DETAILS
PROPOSED CLEARING LIMITS
EXISTING MATURE TREES TO REMAIN WHERE POSSIBLE
0
16
32
SCALE IN FEET
PLANS PREPARED FOR:
TowerCom
5611 HWY 93, SUITE 201
DURHAM, NC 27713
(919)598-2702
PROJECT INFORMATION:
JOHNSON ST.
3559 JOHNSON STREET
HIGH POINT, NC 27265
(GUILFORD COUNTY)
PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
3700 JUNCTION BOULEVARD
RALEIGH, NC 27603-5923
OFFICE: (919) 661-6351
www.towerpro.net
N.C. LICENSE # C-0784
SEAL:
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 039920 KIMBERLY S. MARTIN
Signature (ft), 2014
4 05-01-14 CONSTRUCTION
3 04-30-14 PRELIMINARY
2 04-15-14 PRELIMINARY
1 04-14-14 PRELIMINARY
REV DATE ISSUED FOR:
DRAWN BY: MMH CHECKED BY: SCS
SHEET TITLE:
COMPOUND DETAIL
SHEET NUMBER:
C-2
REVISION:
4
TEP #: 56245



NOTES:

1. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
2. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.

TOWER ELEVATION

SCALE: 1" = 20'

0 20 40

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom.

5551 PIKE RD., SUITE 201
DURHAM, NC 27713
(919)806-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGH POINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5253
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1764

SEAL:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 038270 KIMBERLY S. MARTIN

September 30, 2014

REV.	DATE	ISSUED FOR:
4	10-10-14	CONSTRUCTION
3	09-25-14	PRELIMINARY
2	09-15-14	PRELIMINARY
1	09-14-14	PRELIMINARY

DRAWN BY: MAW/ CHECKED BY: SCD

SHEET TITLE:

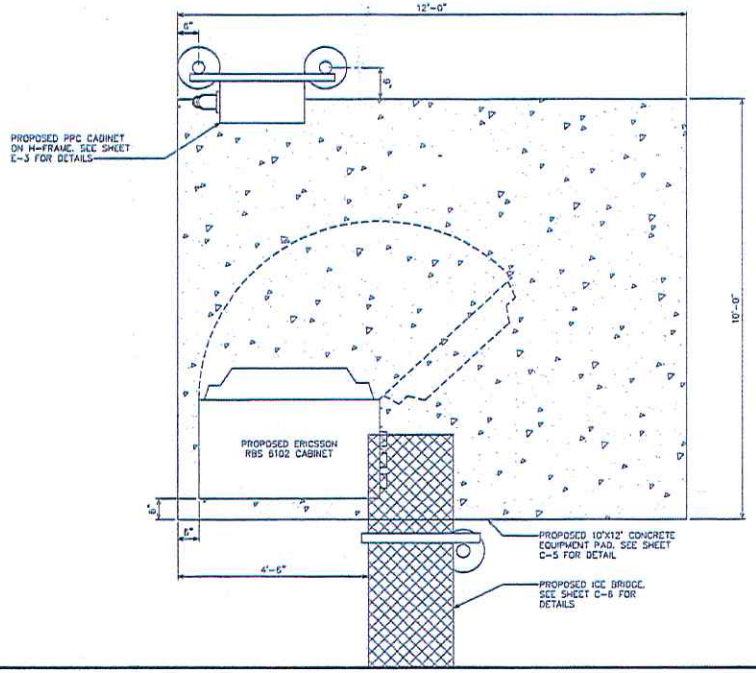
TOWER ELEVATION

SHEET NUMBER: C-3

REVISION: 4

TEP #: 5622.45

NOTE:
CONTRACTOR TO STUB-UP REQUIRED CONDUITS PRIOR TO POURING CONCRETE PER EQUIPMENT CABINET INSTRUCTIONS



EQUIPMENT LAYOUT PLAN
SCALE: ½" = 1'-0"

0 2 4
SCALE IN FEET

PLANS PREPARED FOR:

TowerCom,
5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)566-2906

PROJECT INFORMATION:

JOHNSON ST.
3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1784

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN
September 15, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: CMT | CHECKED BY: GMA

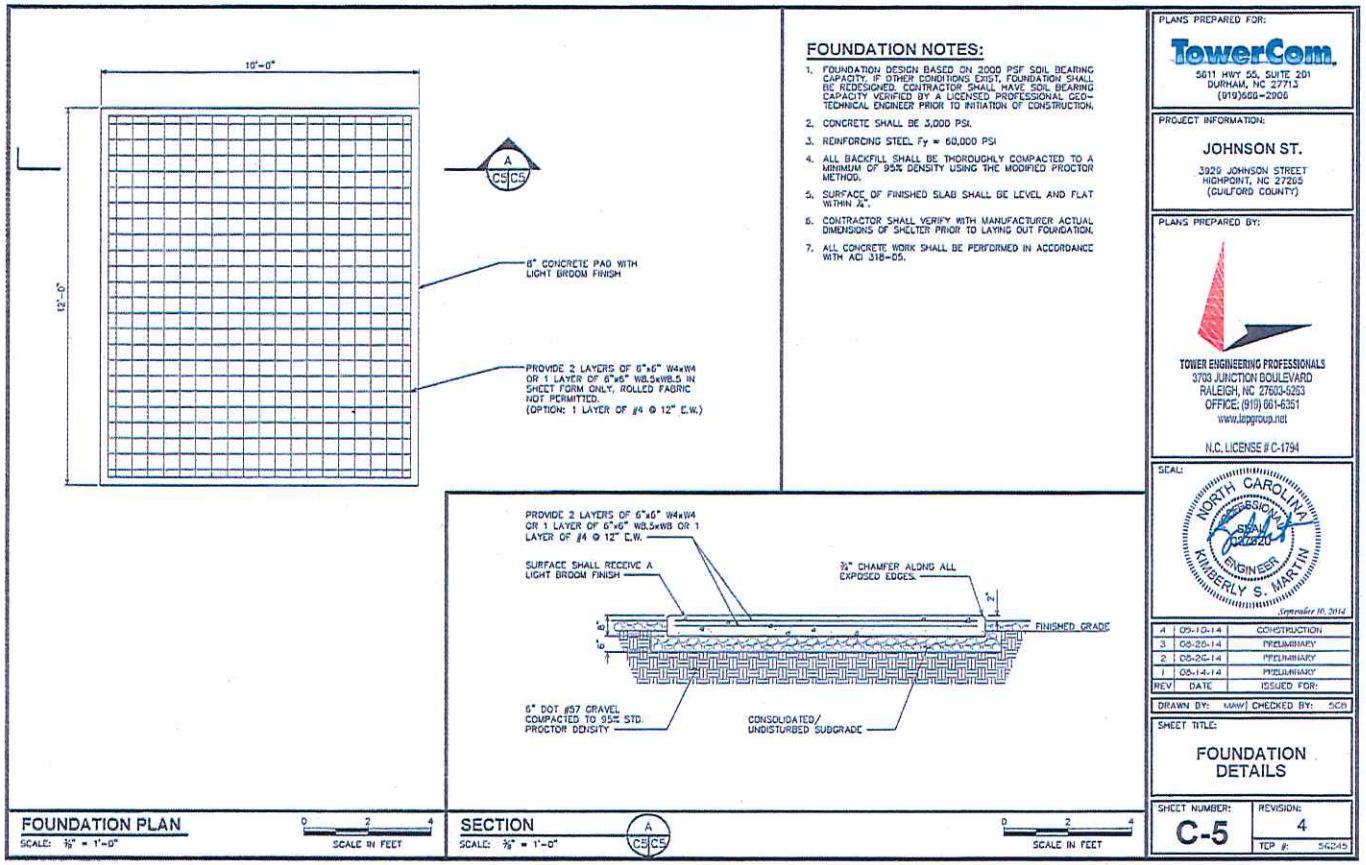
SHEET TITLE:

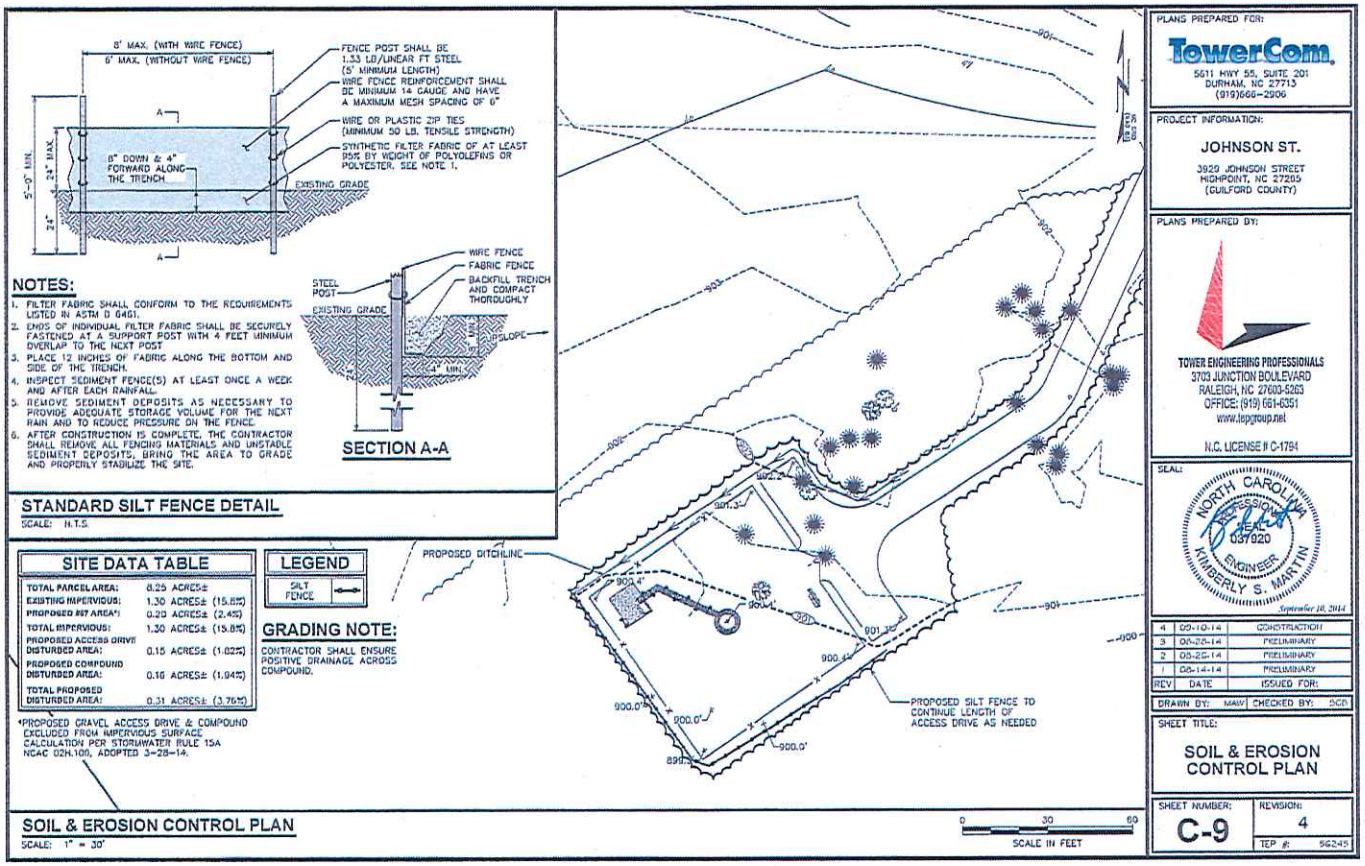
EQUIPMENT LAYOUT PLAN

SHEET NUMBER: **C-4**

REVISION: 4

TEP #: 56245


10'-0"
12'-0"
A
C5
C5
8" CONCRETE PAD WITH LIGHT BROOM FINISH
PROVIDE 2 LAYERS OF 6"x6" W4xW4 OR 1 LAYER OF 6"x6" W8.5xW8.5 IN SHEET FORM ONLY. ROLLED FABRIC NOT PERMITTED. (OPTION: 1 LAYER OF #4 @ 12" C.W.)
FOUNDATION NOTES:
1. FOUNDATION DESIGN BASED ON 2000 PSF SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE REDESIGNED. CONTRACTOR SHALL HAVE SOIL BEARING CAPACITY VERIFIED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION.
2. CONCRETE SHALL BE 3,000 PSI.
3. REINFORCING STEEL Fy = 60,000 PSI
4. ALL BACKFILL SHALL BE THOROUGHLY COMPACTED TO A MINIMUM OF 95% DENSITY USING THE MODIFIED PROCTOR METHOD.
5. SURFACE OF FINISHED SLAB SHALL BE LEVEL AND FLAT WITHIN ¼".
6. CONTRACTOR SHALL VERIFY WITH MANUFACTURER ACTUAL DIMENSIONS OF SHELTER PRIOR TO LAYING OUT FOUNDATION.
7. ALL CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH ACI 318-05.
PROVIDE 2 LAYERS OF 6"x6" W4xW4 OR 1 LAYER OF 6"x6" W8.5xW8 OR 1 LAYER OF #4 @ 12" C.W.
SURFACE SHALL RECEIVE A LIGHT BROOM FINISH
¾" CHAMFER ALONG ALL EXPOSED EDGES.
FINISHED GRADE
6" DOT #57 GRAVEL COMPACTED TO 95% STD. PROCTOR DENSITY
CONSOLIDATED/ UNDISTURBED SUBGRADE
FOUNDATION PLAN
SCALE: ⅜" = 1'-0"
0 2 4
SCALE IN FEET
SECTION
A
C5
C5
SCALE: ⅜" = 1'-0"
0 2 4
SCALE IN FEET
PLANS PREPARED FOR:
TowerCom
5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)660-2900
PROJECT INFORMATION:
JOHNSON ST.
3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)
PLANS PREPARED BY:
TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5253
OFFICE: (919) 661-6351
www.tepgroup.net
N.C. LICENSE # C-1794
SEAL:
NORTH CAROLINA
PROFESSIONAL
SEAL
030220
ENGINEER
KIMBERLY S. MARTIN
September 10, 2014
A 09-10-14 CONSTRUCTION
3 08-28-14 PRELIMINARY
2 08-26-14 PRELIMINARY
1 08-14-14 PRELIMINARY
REV DATE ISSUED FOR:
DRAWN BY: MAW CHECKED BY: SCR
SHEET TITLE:
FOUNDATION DETAILS
SHEET NUMBER:
C-5
REVISION:
4
TCP #: 56245



NOTES:

1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST
3. PLACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.

STANDARD SILT FENCE DETAIL

SCALE: N.T.S.

SITE DATA TABLE

TOTAL PARCEL AREA:	8.25 ACRES±
EXISTING IMPERVIOUS:	1.30 ACRES± (15.8%)
PROPOSED INF AREA*:	0.20 ACRES± (2.4%)
TOTAL IMPERVIOUS:	1.30 ACRES± (15.8%)
PROPOSED ACCESS DRIVE DISTURBED AREA:	0.15 ACRES± (1.82%)
PROPOSED COMPOUND DISTURBED AREA:	0.16 ACRES± (1.94%)
TOTAL PROPOSED DISTURBED AREA:	0.31 ACRES± (3.76%)

*PROPOSED GRAVEL ACCESS DRIVE & COMPOUND EXCLUDED FROM IMPERVIOUS SURFACE CALCULATION PER STORMWATER RULE 15A NCAC 02H.1003, ADOPTED 3-28-14.

LEGEND

SILT FENCE

GRADING NOTE:

CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE ACROSS COMPOUND.

SOIL & EROSION CONTROL PLAN

SCALE: 1" = 30'

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1784

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN
September 18, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-25-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW | CHECKED BY: SCB

SHEET TITLE:

SOIL & EROSION CONTROL PLAN

SHEET NUMBER: **C-9**

REVISION: 4

TEP #: 56245

ESTIMATED IMPACT OF PROPOSED TOWER

In order to estimate the impact, if any, on property values in the vicinity of the proposed tower, I located individual sales of single family residences in High Point and Guilford County which were adjacent to or within one half mile of similar communications towers. In addition to these individual sales, I researched sales data from two specific neighborhoods in High Point which are in close proximity to a cell tower and compared the data to information from sales of comparable properties which are NOT in proximity to a cell tower.

A market study can determine the effects (negative, positive, or no effect) of a variable in the market by comparing the sale price of a property with exposure to a particular variable to the sale of a similar property which is outside of the exposure area. In this case the variable, or element of comparison, is proximity to a communications tower. The definition of the "Elements of Comparison" taken from the 13th Edition of the Appraisal Institute's publication of The Appraisal of Real Estate, states that "Elements of comparison are the characteristic of properties and transactions that help explain the variances in the prices paid for real property." The appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market evidence. The market data, if analyzed properly, will identify the elements of comparison within the comparable sales that are market sensitive.

Real estate prices can fluctuate within any given time period, therefore comparable sales should have sale dates within one year of each other. It is the appraiser's obligation to isolate elements within a market during a specific window of time (typically one year) in order to make a reliable comparative analysis.

I gathered data of single family residential sales from the subject's market of High Point as well as other locations in Guilford County. It should be noted that recent sales data of homes in the vicinity of cellular towers is such a specific variable that the appraiser had to use some sales with older sale dates than normal. All sales data was obtained through Triad MLS and verified through tax records.

As stated in my impact analysis summary, the sales data found and reported in this analysis demonstrates that there is no negative impact on sale prices, property values, or marketability of homes located adjacent to or in close proximity to a cellular communications tower.

SALE 1:

4293 Kelso Drive
High Point, NC 27265

This property sold in August, 2014 for $185,250. According to Triad MLS #710766, the house contains 2010 square feet and sold for $185,250 or $92.16 per square foot. The house was built in 2005 and this was not a distress sale. The house is in close proximity to an existing 166' Lattice Style Communications Tower located at 4401 Johnson Street, High Point, NC.

Front View of 4293 Kelso Drive, High Point, NC

By comparison:

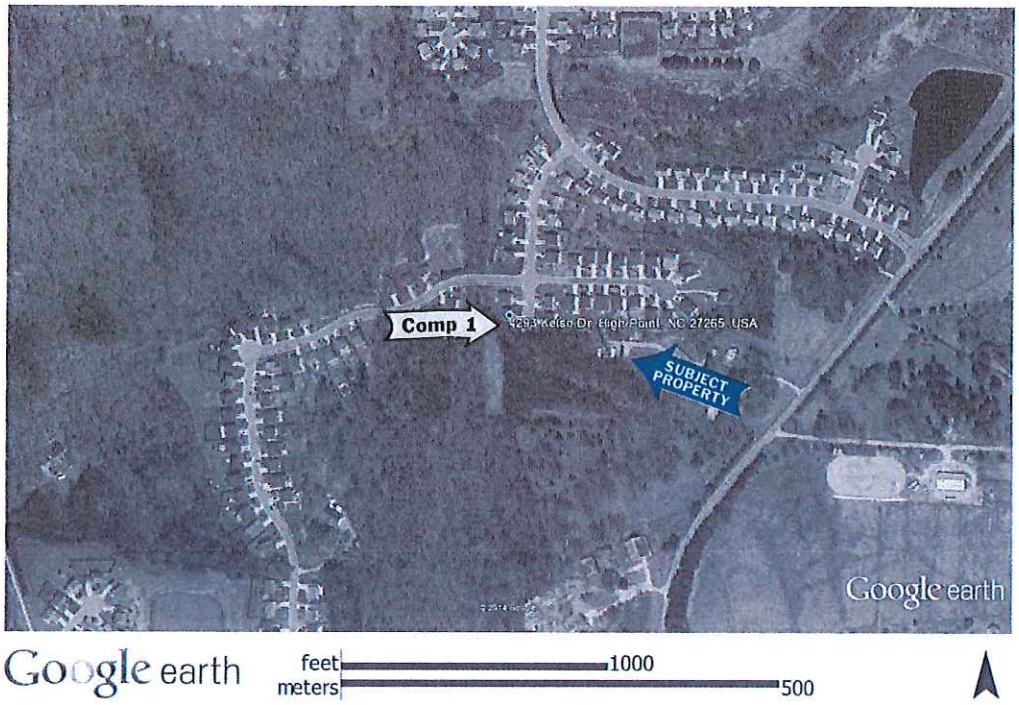
1) 3480 Lamuel Field Lane in High Point, NC (2.6 miles East) sold in March, 2014 for $183,000. Per Triad MLS #687393, this house contains 2066 square feet and sold for $183,000 or $88.57 per square foot. This house was built in 2007 and this was not a distress sale.
2) 2623 White Fence Way in High Point, NC (2.4 miles SE) sold in April, 2014 for $182,000. Per Triad MLS #687598, this house contains 1996 square feet and sold for $182,000 or $91.18 per square foot. This house was built in 1999 and this was not a distress sale.

These two comparable homes sold within 1 year of the house located in close proximity to the tower at 4401 Johnson Street in High Point. They sold for basically the same amount per square foot.

PHOTOGRAPH OF TOWER AT 4401 JOHNSON STREET, HIGH POINT, NC

Photo of Lattice Style Cell Tower at 4401 Johnson Street
High Point, NC

MAP OF 4293 KELSO DR (COMP 1) AND PROXIMITY TO TOWER (LABELED SUBJECT)



Google earth feet 1000 meters 500

SALE 2:

7871 Woodpark Drive
High Point, NC 27265

This property sold in October, 2014 for $115,000. According to Triad MLS #714683 this townhouse contains 1264 square feet and sold for $115,000 or $90.98 per square foot. The townhouse was built in 2004 and this was not a distress sale. The property is located .08 mile south from an existing 230.9' cell phone tower located at 7835 Woodpark Drive, High Point, NC.

Front View of 7871 Woodpark Drive, High Point, NC

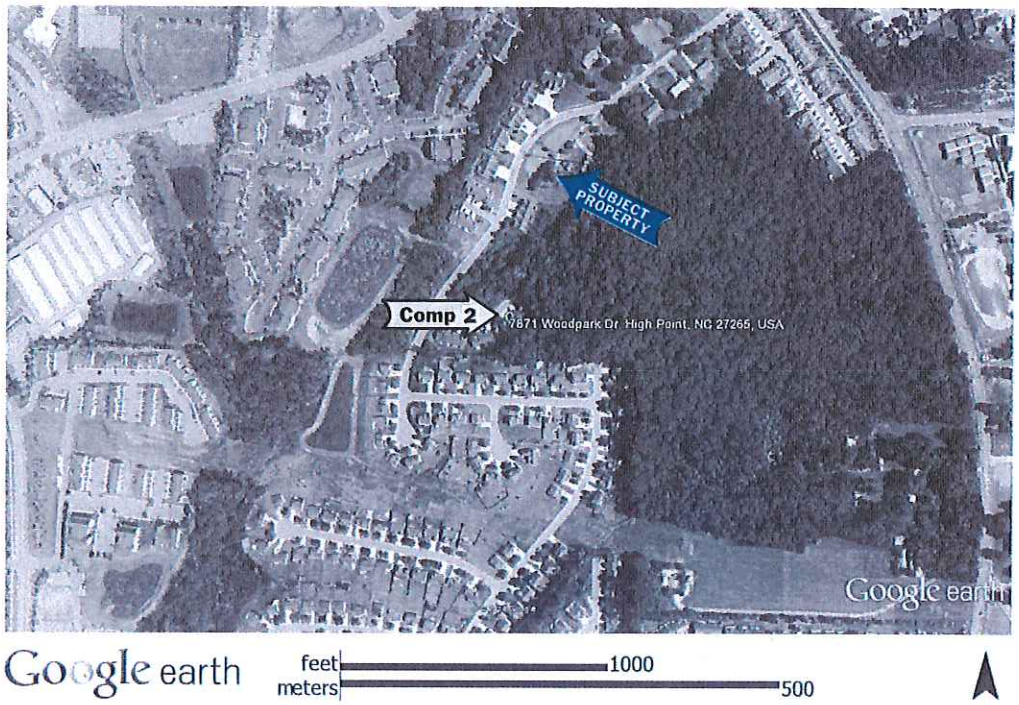
By Comparison:

1) 144 Wyndham Court, High Point NC (5.6 miles West) sold in June, 2014 for $112,000. Per Triad MLS #702790, this townhouse contained 1225 square feet and sold for $112,000 or $91.83 per square foot. This townhouse was built in 2000 and this was not a distress sale.
2) 3889 Hickswood Creek Drive in High Point, NC (1/2 mile SW) sold in October, 2014 for $124,000. Per Triad MLS #711548, this townhouse contained 1426 square feet and sold for $124,000 or $86.95 per square foot. This townhouse was built in 2007 and this was not a distress sale.

These two comparable townhomes sold within 1 year of the townhouse in proximity to the tower on Penny Road. They sold for basically the same amount per square foot.

PHOTOGRAPH OF TOWER AT 7835 WOODPARK DR, HIGH POINT, NC 27265

MAP OF 7873 WOODPARK DR (COMP 2) AND PROXIMITY TO TOWER AT 7835 WOODPARK DR (LABELED SUBJECT)



SALE 3:

1170 Sweetbriar Road
High Point, NC 27262

This property sold in July, 2013 for $160,000. According to Triad/MLS #673004, the house contains 2356 square feet and sold for $160,000 or $67.91 per square foot. The house was built in 1972 and this was not a distress sale. The house is located .17 mile (or 898 feet) from an existing 399' broadcast tower located at 1607 Country Club Drive, High Point.

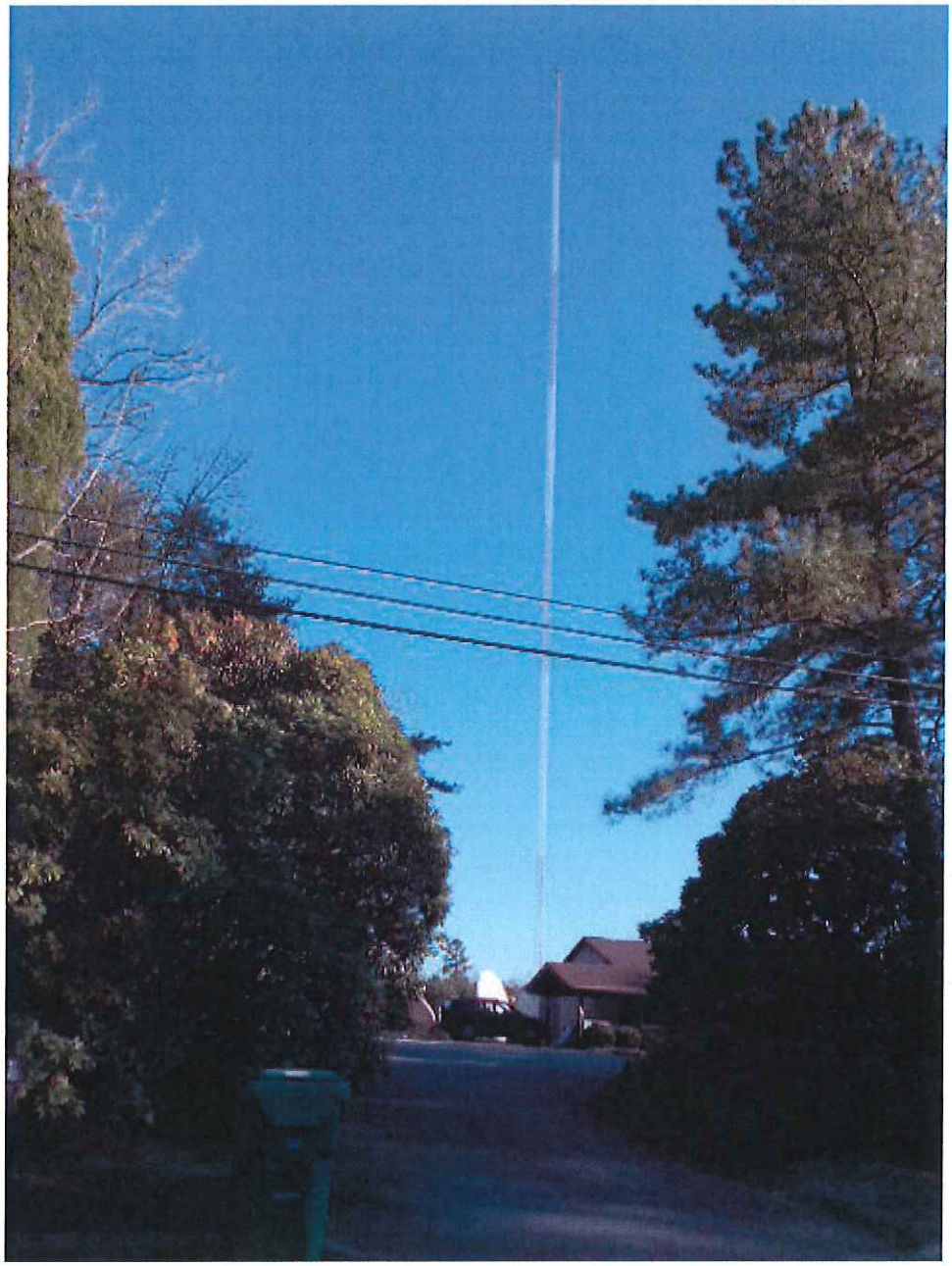
Front View of 1170 Sweetbriar Road (Guilford County)

By comparison:

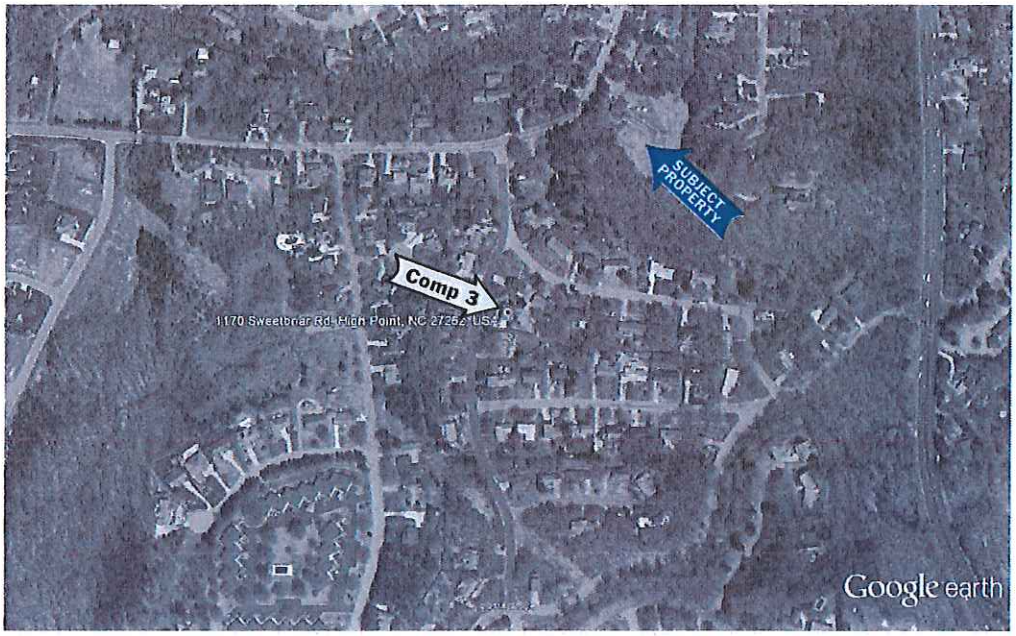
1) 1107 Country Club Drive, High Point, NC (1.34 miles North) sold in March, 2013 for $171,500. According to Triad MLS #663240, this house contained 2773 square feet and sold for $171,500 or $61.84 per square foot. This house was built in 1947 and this was not a distress sale.
2) 1315 Ashley Avenue, High Point, NC (.64 miles NW) sold in April, 2014 for $159,000. According to Triad MLS #677603, this house contained 2232 square feet and sold for $159,000 or $71.23 per square foot. This house was built in 1967 and this was not a distress sale.

These two comparable homes sold within 1 year of the house located in close proximity to the tower on Country Club Drive. They sold for basically the same amount per square foot.

PHOTOGRAPH OF TOWER AT 1607 COUNTRY CLUB DR, HIGH POINT, NC



MAP OF 1170 SWEETBRIAR ROAD (COMP 3) AND PROXIMITY TO TOWER (LABELED SUBJECT)



SALE 4:

7022 Carriage Cove Drive
Oak Ridge, NC 27310

This property sold in April, 2013 for $445,500. According to Triad MLS #657134, the house contains 3572 square feet and sold for $445,500 or $124.58 per square foot. The house was built in 2012 and this was not a distress sale. The house is located immediately west of a 273' Alltel Communications tower. There is one parcel of land separating the two.

Front View of 7022 Carriage Cove Drive, Oak Ridge, NC (Guilford County)

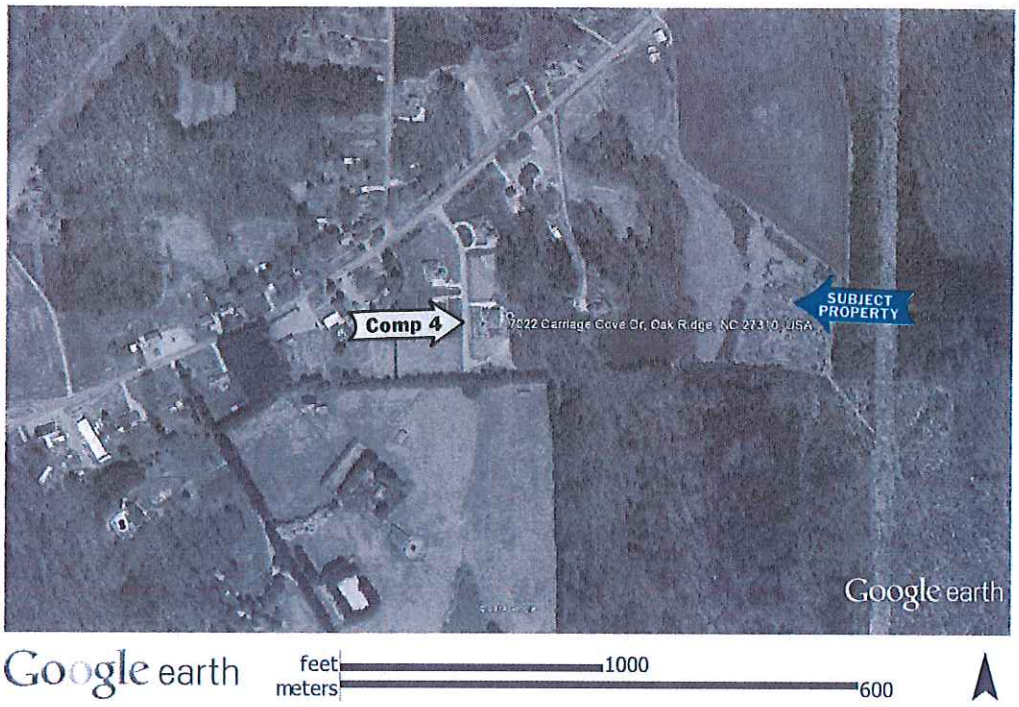
By comparison:

1) 7025 Carriage Cove Drive, Oak Ridge, NC (across the street and north of Comparable 4) sold in May, 2013 for $400,000. Per Triad MLS #661886, this house contains 3944 square feet and sold for $400,000 or $101.41 per square foot. This house was built in 2007 and this was not a distress sale.
2) 7895 Newhaven Drive, Oak Ridge, NC (1.99 miles SW) sold in September, 2012 for $454,990. Per Triad MLS #647839, this house contains 3518 square feet and sold for $454,990 or $129.33 per square foot. This house was built in 2012 and this was not a distress sale.

These two comparable homes sold within 1 year of the house located just west of the tower located at 3016 Oak Ridge Rd, Oak Ridge, NC. They sold for basically the same amount per square foot.

PHOTOGRAPH OF TOWER AT 3016 OAK RIDGE ROAD OAK RIDGE, NC

MAP OF 7022 CARRIAGE COVE DRIVE (COMP 4) AND PROXIMITY TO TOWER (LABELED SUBJECT)



Google earth feet 1000 meters 600

SALE 5

3981 Cobblestone Bend
High Point, NC 27265

This property sold in July, 2014 for $114,000. According to Triad MLS #697381, the townhouse contains 1269 square feet and sold for $114,000 or $89.83 per square foot. The townhouse was built in 1999 and this was not a distress sale. This property is located adjacent to a power line easement AND a cell tower located on Penny Road in High Point.

Front View of 3981 Cobblestone Bend, High Point, NC (Guilford County)
View shows adjacent lines

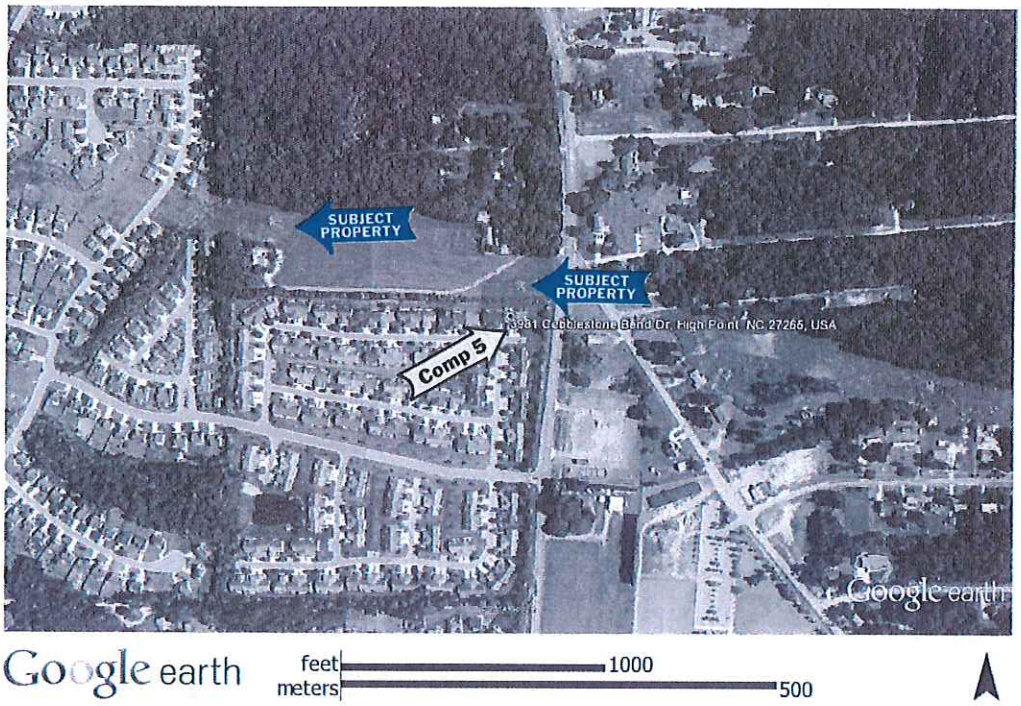
By Comparison:

1) 4414 Single Tree Way in High Point, NC (3.6 miles NW) sold in August, 2014 for $105,000. Per Triad MLS #711346, this townhouse contains 1237 square feet and sold for $105,000 or $84.88 per square foot. This townhouse was built in 1998 and this was not a distress sale.
2) 144 Wyndham Court in High Point, NC (6 miles West) sold in June, 2014 for $112,000. Per Triad MLS #702790, this townhouse contains 1225 square feet and sold for $112,000 or $91.42 per square foot. This townhouse was built in 2000 and this was not a distress sale.

These two comparable townhouses sold within one year of the townhouse located adjacent to a Duke Power line (shown in photo above) AND a cell tower on Penny Road. They sold for basically the same amount per square foot.

PHOTOGRAPH OF CELL TOWER LOCATED ON PENNY ROAD IN HIGH POINT, NC

MAP OF 2981 COBBLESTONE BEND WAY (COMP 6) AND PROXIMITY TO TOWERS (BOTH LABELED SUBJECT)



NEIGHBORHOOD DATA

In addition to the individual sales of properties adjacent to or in close proximity to cell towers, I have collected data from two neighborhoods in High Point with close proximity to cell phone towers and compared the sale prices per square foot to the sale prices of comparable homes in High Point which are not located in close proximity to a cell tower.

Exhibit 1 is the MLS/Triad print out of all sales in the past twelve months in the townhome development in north High Point known as Castle Pines. This development is in close proximity to a cell tower located on Penny Road in High Point. Four units in this development closed in the past 12 months and the average price per square foot is $85.47. All units were built in 2004 and the average number of days on market was 62 days. By comparison I pulled sales from comparable townhouse developments in the 27265 zip code of High Point and all in Guilford County (there are some townhomes in this zip code but located in Davidson County). This multiple listing search is seen in Exhibit 2 and shows eleven townhome sales which closed in the past 12 months, or the same time period as the search in Castle Pines. I searched for sales of townhomes built between 2000-2011 which are similar in quality of construction to Castle Pines. The average sale price per square foot for the eleven townhome sales NOT in the proximity of a cell tower is $80.12 and the average number of days on market is 117. A photograph of the cell phone tower in proximity to the Castle Pines development can be seen on page 19 of this report. The physical address of this tower is 1701 Penny Road, High Point, NC 27265

Exhibit 3 is the MLS/Triad print out of all sales in the past twelve months in the north High Point single family development known as Meadow Creek. This development is in close proximity to a cell tower located on Johnson Street in High Point. Eleven homes in this development closed in the past 12 months and the average price per square foot is $81.25. All homes were built between 2001-2005 and the average number of days on market was 39 days. By comparison I pulled sales of comparable single family homes in the 27265 zip code of High Point. This multiple listing search is seen in Exhibit 4 and shows twelve sales of homes which closed in the past 12 months, or the same time period as the search in Meadow Creek. I searched for sales of single family homes built between 2000-2006 which are similar in quality of construction to the homes in Meadow Creek. The average sale price per square foot for these twelve sales of homes which are NOT in the proximity of a cell tower is $82.25 and the average number of days on market is 42. A photograph of the cell phone tower in proximity to the Meadow Creek development can be seen on page 16 of this report. The physical address of this tower is 4401 Johnson Street, High Point, NC 27265. Exhibit 5 is a city map showing the location of the proposed tower and the locations of the towers found in neighborhoods used in this neighborhood data summary.

Overall this data supports that proximity to a telecommunications structure does not have any impact on property values.

EXHIBIT 1

#	MLS No	Status	Address	Subdivision	DOM	SqFt	BR	FB	HB	Gar	Built	List Price	Closed Price	SP_LP
1	684759	CLOSD	7838 Woodpark Dr	Castle Pines/Hickswood Forest	31	1152	2	2	0	0	2004	$95,000	$90,000	94.737%
2	704507	CLOSD	7873 Woodpark	Castle Pines	13	1128	2	2	0	0	2004	$97,000	$92,000	94.845%
3	677834	CLOSD	7857 Woodpark	Castle Pines @ Hickswood	139	1130	2	2	0	0	2004	$97,900	$95,200	97.242%
4	709481	CLOSD	7828 Woodpark	Castle Pines	65	1266	3	2	0	2	2004	$129,500	$124,000	95.753%

#	MLS No	Status	Address	Subdivision	DOM	SqFt	BR	FB	HB	Gar	Built	List Price	Closed Price	SPLP
1	685936	CLOSD	3719 Spanish Peak Drive	Hickswood Crossing	252	1152	2	2	1	0	2008	$ 99,900	$ 98,900	98.999 %
2	659971	CLOSD	3973 Fountain Village Lane	Village of Fountain Grove	518	1470	2	2	1	1	2003	$ 108,900	$ 105,000	96.419 %
3	695910	CLOSD	3846 Hickswood Creek	Hickswood Twnhms Ph 05d	158	1360	3	2	1	0	2007	$ 115,000	$ 108,000	93.913 %
4	684950	CLOSD	3927 Fountain Village	Village/Fountain Grv	103	1728	3	2	1	1	2002	$ 116,500	$ 110,000	94.421 %
5	702790	CLOSD	144 Wyndham Court	Deerfield Twnhms Ph Vi-Viii	35	1225	2	2	0	1	2000	$ 112,900	$ 112,000	99.203 %
6	697738	CLOSD	4461 Orchard Knob Lane	Orchard Knob Ph 02	5	1469	2	2	0	1	2003	$ 125,000	$ 120,000	96.0 %
7	700785	CLOSD	130 Wyndham	Deerfield Twnhms Ph 08	39	1401	2	2	0	2	2001	$ 124,900	$ 123,000	98.479 %
8	711546	CLOSD	3889 Hickswood Creek	Hickswood Twnhms Ph 05d	84	1426	3	2	1	0	2007	$ 122,500	$ 124,000	101.224 %
9	709724	CLOSD	3951 Fountain Village Lane	The Village at Fountain Grove	48	1707	3	2	1	1	2003	$ 129,900	$ 129,900	100.0 %
10	699531	CLOSD	3954 Fountain Village	Village/Fountain Grove	32	1707	3	2	1	1	2003	$ 129,900	$ 130,900	100.77 %
11	701048	CLOSD	3788 Shadow Ridge Dr	Cottesmore	14	1648	3	2	1	0	2011	$ 139,900	$ 132,500	94.711 %

EXHIBIT 2

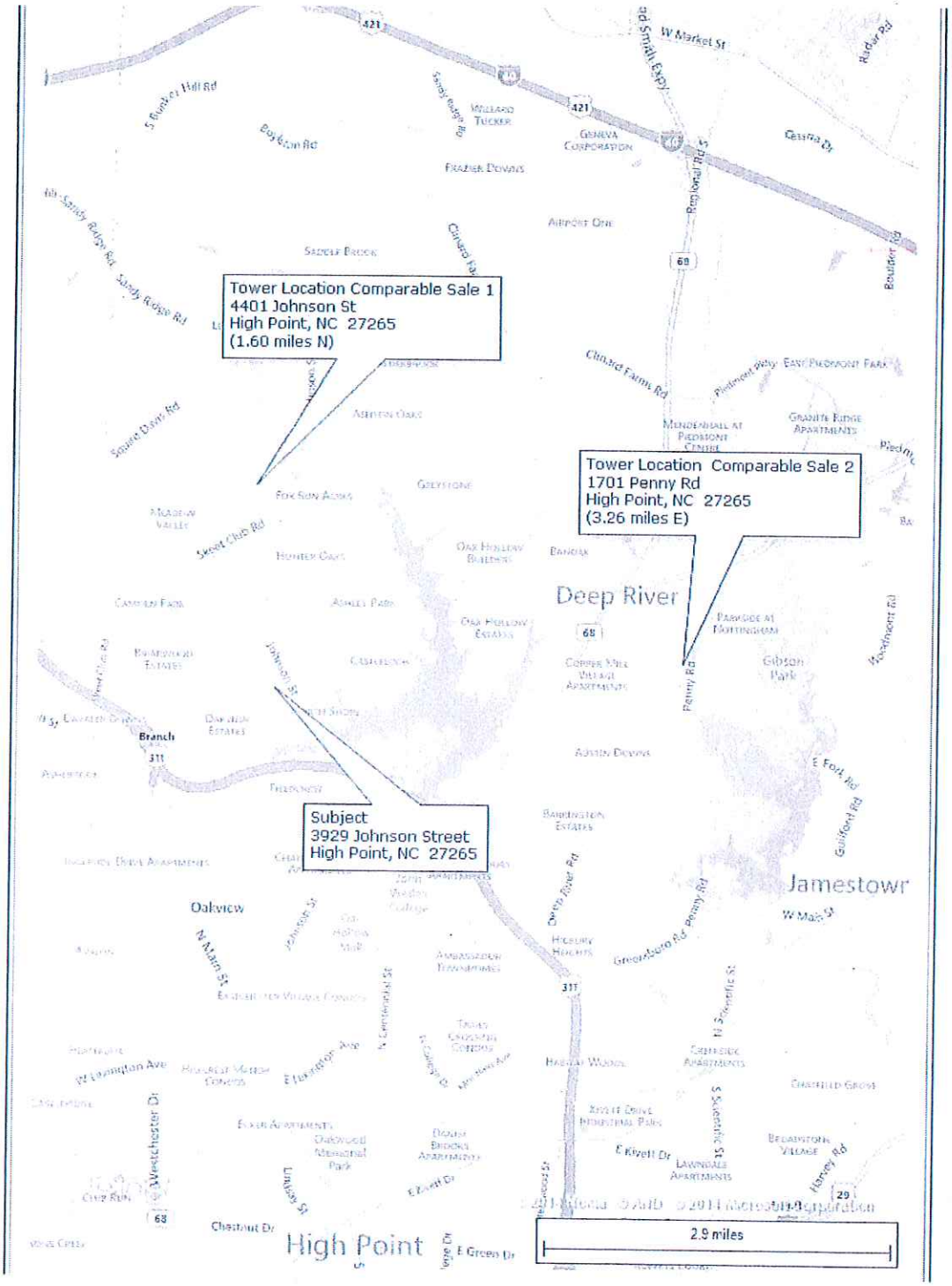
EXHIBIT 3

#	MLS No	Status	Address	Subdivision	DOM	SqFt	BR	FB	HB	Gar	Built	List Price	Closed Price	SPLP
1	691995	CLOSD	1574 Pondhaven Dr	Meadow Creek	8	2167	4	2	1	2	2001	$179,900	$170,000	94.497%
2	685272	CLOSD	4479 Garden Club Street	Meadow Creek West	55	2217	4	2	1	2	2003	$180,000	$175,000	97.222%
3	691587	CLOSD	4544 Fairport	Meadow Creek	11	2400	4	2	1	2	2004	$184,900	$179,000	96.809%
4	701694	CLOSD	4488 Fairport Ct	Meadow Creek Sub Ph 5	19	2184	4	2	1	2	2003	$185,900	$177,650	96.027%
5	695019	CLOSD	1413 Cantwell	Meadow Creek	77	2332	4	2	1	2	2001	$188,000	$178,600	95.0%
6	695125	CLOSD	4536 Wayland	Meadow Creek Ph 04	24	2385	4	2	1	2	2002	$189,500	$189,000	99.736%
7	710766	CLOSD	4293 Kelso Drive	Meadow Creek	50	2010	4	2	1	2	2005	$189,900	$185,250	97.551%
8	694488	CLOSD	1301 Pondhaven Drive	Meadow Creek	72	2410	4	2	1	2	2004	$199,900	$187,000	93.547%
9	701866	CLOSD	1328 Pondhaven Drive	Meadow Creek	41	2295	4	2	1	2	2004	$199,900	$191,500	95.798%
10	703326	CLOSD	4522 Fairport Court	Meadow Creek	52	2710	5	2	1	2	2004	$212,900	$208,500	97.933%
11	711390	CLOSD	1436 Cantwell	Meadow Creek	19	2239	4	2	1	2	2001	$220,000	$210,000	95.455%

EXHIBIT 4

#	MLS No	Status	Address	Subdivision	DOM	SqFt	BR	FB	HB	Gar	Built	List Price	Closed Price	SP:LP
1	707635	CLOSD	3638 Shadow Ridge	Southern Chase/Bent Tree Ph 04	5	2186	3	3	0	2	2003	$175,000	$170,000	97.143%
2	696551	CLOSD	3600 Shadow Ridge Dr	Southern Chase at Bent Tree	8	2046	4	2	1	2	2000	$174,900	$174,900	100.0%
3	716304	CLOSD	1104 Scarlett	Hampton Park	13	2292	3	2	1	2	2004	$175,000	$175,000	100.0%
4	717700	CLOSD	3488 Lamuel Field Ln	Lillefield Ph 01 Sec 01	31	2127	4	2	1	2	2006	$189,900	$179,000	94.26%
5	705159	CLOSD	3689 Shadow Ridge	Southern Chase/ Bent Tree	22	2295	4	2	1	2	2002	$184,500	$180,000	97.561%
6	710106	CLOSD	3949 Brandywine	Oak Hollow Sec V	64	2422	4	2	1	2	2001	$195,000	$187,000	95.897%
7	698459	CLOSD	3752 Georgia Pond Lane	Deep River Farm Ph 01	58	2609	4	2	1	2	2004	$188,000	$188,000	100.0%
8	704228	CLOSD	1170 Double Pond Lane	Johnson Place	89	1966	4	2	1	2	2004	$189,900	$188,500	99.263%
9	708084	CLOSD	2710 Dandelion Dr	Williams Grove Ph II-A	3	2023	3	2	1	2	2006	$192,900	$189,500	98.237%
10	704506	CLOSD	3651 Canopy Oak	Southern Chase/Bent Tree Ph 5	7	2000	4	2	1	2	2001	$189,900	$189,900	100.0%
11	704495	CLOSD	3106 Quail Run Drive	Quail Run Farm	58	2501	3	3	1	3	2000	$192,900	$192,000	99.533%
12	693703	CLOSD	2281 Glen Cove Way	Landing/Waterview	141	2401	4	2	1	2	2005	$219,900	$204,000	92.769%

EXHIBIT 5



Location Map of Proposed Tower & Existing Towers

ASSUMPTIONS and LIMITING CONDITIONS

This Impact Analysis and the certification are made expressly subject to the following assumptions and limiting conditions and any special limiting conditions contained in the letter which are incorporated herein by reference:

The property description, plans and specifications furnished to me are assumed to be correct. I assume no responsibility for matters legal in character nor do I render any opinion as to the title, which is assumed to be good. Unless otherwise specified, all existing liens and encumbrances have been disregarded and the property appraised as though free and clear.

The value estimated is based upon the purchasing power of the dollar as of November 5, 2014.

Any exhibits are included to assist the reader in visualizing the property. I have made no survey of the property, and assume no responsibility in connection with such matters.

I believe to be reliable any information in this report furnished to me by others, but I assume no responsibility for its accuracy.

Possession of this report or copy thereof does not carry with it the right of publication nor does it obligate the appraiser to appear in court, commission or any other capacity unless arrangements are subsequently made. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the appraiser, particularly as to valuation conclusions, or to the identity of the appraisers or appraisal firm represented, or any reference to any appraisal organization or appraisal designation.

By acceptance of this report, the client agrees that this appraisal, its findings, or any part thereof will not be quoted out of context. It is also agreed that this appraisal report is the property of the client and its contents and/or findings will not be disclosed by the appraiser except by express direction of the client or due process of law.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1) The statements of fact contained in this report are true and correct.

2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

1) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

2) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

3) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

4) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

5) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

6) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

7) I have made a personal inspection of the property that is the subject of this report.

8) No one provided significant real property appraisal assistance to the person signing this certification.

9) I have not appraised the subject property or provided any other professional services related to the subject property within 3 years of the date of acceptance of this assignment.

Molly M. Chisholm

November 14, 2014
Date

License

A4075

State of North Carolina

North Carolina Appraisal Board

MOLLY M. CHISHOLM

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a Residential Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a

State-Certified
Residential Real Estate Appraiser

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I hereunto set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:

NORTH CAROLINA APPRAISAL BOARD
APPRAISER QUALIFICATION CARD
Expires June 30, 2015

REGISTRATION / LICENSE / CERTIFICATE HOLDER
MOLLY M CHISHOLM

A4075	C	Y
APPRAISER NUMBER	TYPE	NATIONAL REGISTRY

APPRAISER'S SIGNATURE — EXECUTIVE DIRECTOR

A. Melton Black, Jr.
Executive Director

10/16/95

SIGN BELOW IF YOU ARE AGAINST SPECIAL USE PERMIT CASE 14-03

1. [signature] 403 TRACEWAY RD
2. Monica Hatzudis 403 TRACEWAY RD
3. Kiki Hatzudis 501 Old MILL RD
4. Kay Kiser 503 old Mill Rd.
5. [signature] 503 old Mill Rd
6. [illegible] 502 O/L ~~Rd~~ Mill Rd
7. [signature] 505 OLD MILL RD
8. Teesa D'ANDREA 505 OLD MILL RD
9. [signature] Matthew S Ashby 509 old Mill Rd
10. Chris Kiser 404 TRACEWAY Rd
11. Kasey Kisir 404 Traceway Rd
12. Brett Freeman 405 Traceway Rd
13. Lisa Freeman 405 Traceway Rd

14. Dylan J Culp — 407 Traceway Rd
15. Voula Vakakis — 409 TRACEWAY RD
16. Patricia Salisbury — 410 Traceway Rd.
17. Sharon Stover — 401 Traceway Rd.
18. John Van Kleef — 401 Traceway Rd.
19. Joan Ferguson — 505 Old Mill Rd.
20. Lori Leonard — 3915 Johnson St
21. Loretta Ahl Welker — 3916 Johnson ST. City
22. [signature] — 3909 Johnson st
23. Roxanne Payson — 327 Traceway Rd.
24. [signature] — 325 Traceway Rd
25. Chuck A. Milleka — 326 Traceway Rd
26. Margaret B Yount — 326 Traceway Rd
27. Dustin A Milleka — 326 Traceway Rd
28. Brenda Lewis — 324 Traceway Rd
29. Michael Rucker — 910 WHITNEY CT
30. Antoinette Murphy — 913 Whitney Ct
31. Ken Munn — 913 Whitney ct
32. Charles H Smith — 405 Old Mill Rd HPNC
33. Betsy Smith — 409 Old Mill Rd
34. Bob Smith — 409 Old Mill Rd
35. [signature] — 3912 Johnson St.
36. Glenn Spence — 3912 Johnson St.
37. Adam Phillips — 507 Old Mill Rd
38. Nicole Phillips — 507 Old Mill Rd
39. Wiley Aycock — 411 Traceway Rd.
40. John W. Taylor — 404 OLD Mill Rd.
41 Evelyn W. Smith — 405 Old Mill Rd.
42 Charles H Smith — 405 Old Mill Rd

43 James Helton 1400 Olde Eden Dr
James Helton

44 Rita Helton 1400 Olde Eden Dr

45. Doug and Lisa Bodenheimer 1408 Olde Eden Drive

46. Mike and Ann Current 406 Traceway Rd
Mike Current

47 Tina and Evangelos Kefalianos Alex give us one lot to garden
Tina

48 Vageli Kefalianos Alex gives one lot to garden

49 Christine Prentzas 4115 Quarterstaff D.

50 Evangelitsa Prentzas 4115 Quarterstaff D

51 DIANE TURNER 515 Old Mill Rd.

52 DAVE MCPHERSON 519 OLD MILL RD.

53 Melvin Wilson 520 Old Mill Rd

54 Lue Vernier 3702 Lakeshore Dr. High Point NC 27265

55 Mary Beth Vernier 3702 Lakeshore Dr. High Point NC 27265

56 Geo Sadler 4014 STILLBROOK LANE HIGH POINT, N.C. 27265

57 Sadie Sandis SAME AS ABOVE

58 Colene Lockhart Daisy 3901 Johnson St 27265

59 Malcolm Rogers 3901 Johnson ST 27265

60 Eleanor Foltz 3905 Johnson 27265

61 Patsy Moore 503 Old Mill Rd

62 Robin Kasparian 3932 Johnson ST

63 Beyoki Kashguerian 3932 Johnson ST.

64 Lee Cecil 1401 Wisteria Ct High Point

65 Nadra Cecil 1401 Wisteria Ct High Point

66 Maylene Smith 3706 Lakeshore Dr. Hi Pt 27265

67 Steve Smith 3706 Lakeshore Dr. ~~High Point~~

68 Dimitra Hatzudis 403 TRACEWAY RD

69

70

CITY OF HIGH POINT
AGENDA ITEM

Title: **Special Use Permit Case 14-03**
(TowerCom Enterprise)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: Yes

Advertising Date: November 5 & 12, 2014

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Special Use Permit
D. Supplemental information *(SUP application and supporting documents)*

PURPOSE:
A request by TowerCom Enterprise to allow a Telecommunication Tower exceeding the height limits of the Residential Single Family-12 (RS-12) District. The site is lying along the west side of Johnson Street, approximately 680 feet south of Hampton Park Drive *(3929 Johnson Street).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
A. On October 28, 2014, a public hearing was held before the Planning and Zoning Commission regarding-Special Use Permit Case 14-03. The Planning & Zoning Commission recommended ***approval*** of this request by a vote of 4-3.

B. Staff recommends ***approval*** of the requested Special Use Permit Zoning Case 14-03 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

TowerCom Enterprise **Special Use Permit Case 14-03**

At its October 28, 2014 public hearing, the Planning and Zoning Commission reviewed Special Use Permit Case 14-03 (SUP 14-03). All members of the Commission were present except for Mr. Hough. Mr. Herbert Shannon, Senior Planner, presented SUP14-03 and recommended approval of the request as outlined in the staff report.

Speaking on behalf of the request were the applicant's attorney Ms. Karen Kemerait (Styers & Kemerait, PLLC - Attorneys & Counselors at Law), 1101 Haynes Street, Suite 101-C, Raleigh, NC; the applicant represented by Mr. George Davis, Vice-President & Managing Partner of Tower Com Enterprises, 5611 NC Highway 55, Suite 201, Durham, NC; and Mr. Ron Hale, T-Mobile representative, 1300 Royal Lake Drive, Mt. Pleasant, SC. These speakers provided a detailed overview of the proposal.

- The applicant's attorney outlined the manner in which TowerCom Enterprise has met and exceeded the minimum standards of the Development Ordinance, and documented how they have met all of the required Special Use Permit findings. Since Special Use Permits are reviewed under quasi-judicial standards, the attorney stated that they have met their burden of proof to support approval of this Special Use Permit request;
- Mr. Davis and Mr. Hale outlined how this area of their network has weaker signal strength; therefore, calls are being dropped. The proposed monopole tower would fill this hole in their network. They reviewed for the Commission how they conducted a detailed analysis to determine this area as being the ideal area for their facility; and
- Mr. Davis presented as supporting evidence pictures, with the tower superimposed, depicting the proposed tower as seen from various vantage points in the surrounding neighborhood. He stated that a GPS system was used to document location and topographic elevation for the pictures.

Speaking in opposition to the request were Ms. Grammatiki "Kiki" Hatzudis speaking for her father, who owners property at 505 Old Mill Road; Kevin & Antoinette Murphy, 913 Whitney Court; Jeff & Betsy Smith, 409 Old Mill Road; Mr. Lee Cecil, 1401 Wisteria Court; Mr. Alexandros Hatzudis who owns property at 501 & 505 Old Mill Road and at 403 Traceway Road; and Ms. Voula Vakakis, 409 Traceway Road. These speakers voiced the following concerns:

- The proposed tower will negatively impact their property value, negatively impact view of the area from their property and will be an eyesore;
- Concern with impact from radiation from the proposed tower;
- Do not believe the proposed tower will not harm the health and safety of residents of the area;
- The need for a tower was questioned and recommended the tower be located out of their neighborhood and at another location further north on Johnson Street; and
- Tabernacle Baptist Church members do not reside in the neighborhood and will not have to live with the negative impacts from the proposed tower.

After the public hearing was closed the Commission members has a lengthy deliberation on the request.

Based upon the conditions in the attached Special Use Permit application and the preliminary findings of facts, the Planning & Zoning Commission found the request to be compatible with the surrounding zoning and in harmony with adjacent development in this area. The Planning & Zoning Commission recommended ***approval*** of Special Use Permit Case 14-03 as recommend by staff, by a vote of 4-3.

Dissenting votes were cast by Commission members Davis, Walsh and Armstrong due to concerns the requested tower would not be compatible with the adjacent residential neighborhoods.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
SPECIAL USE PERMIT 14-03
October 28, 2014

Request	
Applicant: TowerCom Enterprise	**Owner:** Tabernacle Baptist Church
Proposal:	A Special Use Permit request to allow a Telecommunication Tower exceeding the height limits of the Residential Single Family-12 (RS-12) District.

Site Information	
Location:	The site is lying along the west side of Johnson Street, approximately 680 feet south of Hampton Park Drive *(3929 Johnson Street).*
Tax Parcel Numbers:	Guilford County Tax Parcel 0198764
Site Acreage:	Approximately 8.25 acres
Current Land Use:	Church
Physical Characteristics:	The site has a gentle to moderately sloping terrain and bisected by a 50-foot wide Colonial Pipeline natural gas line easement. The northern 2/3s of the site, north of the gas line easement, is developed with a 10,000 square foot church structure and a parking lot. The southern 1/3 of the site, south of the gas line easement, is undeveloped and heavily wooded.
Water & Sewer Proximity:	A 16-inch City water line and an 8-inch City sewer line are lying adjacent to the site within Johnson Street.
General Drainage and Watershed:	The site drains in a northeasterly direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site. The site is within Tier 4 of the WCA, which only permits 2 dwelling units per acre or a maximum 50% built-upon area.
Overlay Districts	Oak Hollow Lake Watershed Critical Area (WCA) – Tier 4

Adjacent Property Zoning and Current Land Use			
North:	**RS-15**	Residential Single Family-12 District	Single family dwellings
South:	**RS-12**	Residential Single Family-12 District	Undeveloped parcels
East:	**RS-12**	Residential Single Family-12 District	Single family dwellings *(across Johnson Street)*
West:	**RS-12** **RS-15**	Residential Single Family-12 District Residential Single Family-15 District	Single family dwellings and Undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Not applicable

Land Use Plan Map Classification:	The site has a Low-Density Residential land use classification. 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:	Not applicable
Relevant Area Plan:	Not applicable
Zoning History:	There has been no recent zoning activity in this area.

Transportation Information				
Adjacent Streets:	**Name**		**Classification**	**Approx. Frontage**
	Johnson Street		Major Thoroughfare	424 ft.
Vehicular Access:	Via exiting driveway from Johnson Street			
Traffic Counts: *(Average Daily Trips)*	Johnson Street		10,000 ADT (Summer 2014, 12-hour count)	
Estimated Trip Generation:	No data			
Traffic Impact Analysis:	Required		Comment	
	Yes	No X	None	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.			

School District Information
Not applicable to this zoning case.

Details of Proposal

The Development Ordinance permits telecommunication towers in all residential zoning districts, subject to meeting the height limits of that district. The City's single family zoning districts permit structures up to 50 feet in height and in order to allow a telecommunication tower that exceeds the height limits of a zoning district, a Special Use Permit is required.

The applicant, TowerCom Enterprise, has submitted this application to allow a 165-foot tall telecommunication tower on the property of Tabernacle Baptist Church. Included with this application is a draft Special Use Permit, which includes site development conditions and a site plan. Summary of this proposal is as follows:

1. Location: The communication tower is proposed for the southern portion of the property in a wooded area lying south of the Colonial Pipeline easement.
2. Tower Type and Maximum Height: A 165-foot tall monopole style communication tower is proposed to be installed.
3. Co-location (shared use of tower): A minimum of four (4) antenna locations will be made available.

4. Access: Access for use and maintenance of the communication tower will be from the existing southern driveway access to Johnson Street.

5. Landscaping: Except for land clearing for placement of the tower compound area (100 foot x 100 foot area) and access drive, the remaining trees and vegetation lying south of the gas line easement will be preserved.

Findings

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

Section 9-3-14 of the Development Ordinance requires that certain findings be made before a Special Use Permit may be approved. Based on the applicant's submittal and the proposed conditions the Planning and Development Department offers the following comments relative to these required findings.

That the use will not materially endanger the public health or safety if located where proposed; staff finds	
Compliance	Staff has found no evidence that the placement of the proposed telecommunication tower at this location will be a public safety hazard. Setback and separation standards of the Development Ordinance are being met, and the applicant has submitted a "Determination of No Hazard to Air Navigation" letter from the Federal Aviation Administration (FAA) dated September 8, 2014.

That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) *Greater Restrictions*; staff finds	
Compliance	Staff has reviewed the Special Use Permit site plan and has determined the request meets or exceeds the standards of the Development Ordinance.

That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; staff finds	
Compliance	❖ The proposed telecommunication tower exceeds the minimum setback criteria and will be approximately 300 feet from the nearest single family dwelling. As conditioned in the attached permit, staff has found no evidence to date that placement of a 165-foot tall telecommunication tower at this location will substantially injure the value of adjoining property owners. ❖ Based on proposed tower height and flight patterns in this area, the FAA will not require lighting or markings on this tower. This further ensures limited nighttime impacts on adjacent residential uses.

That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs; staff finds	
Compliance	The applicant is placing the proposed tower in a wooded portion of this property. Conditions in the permit require the applicant only clear that portion of this wooded area needed to install the tower compound area and preserve all other vegetation in this area. This will screen the equipment in the tower compound area from view of the adjacent properties, and assist in ensuring this proposed use will be compatible and in harmony with the surrounding area.

Recommendation

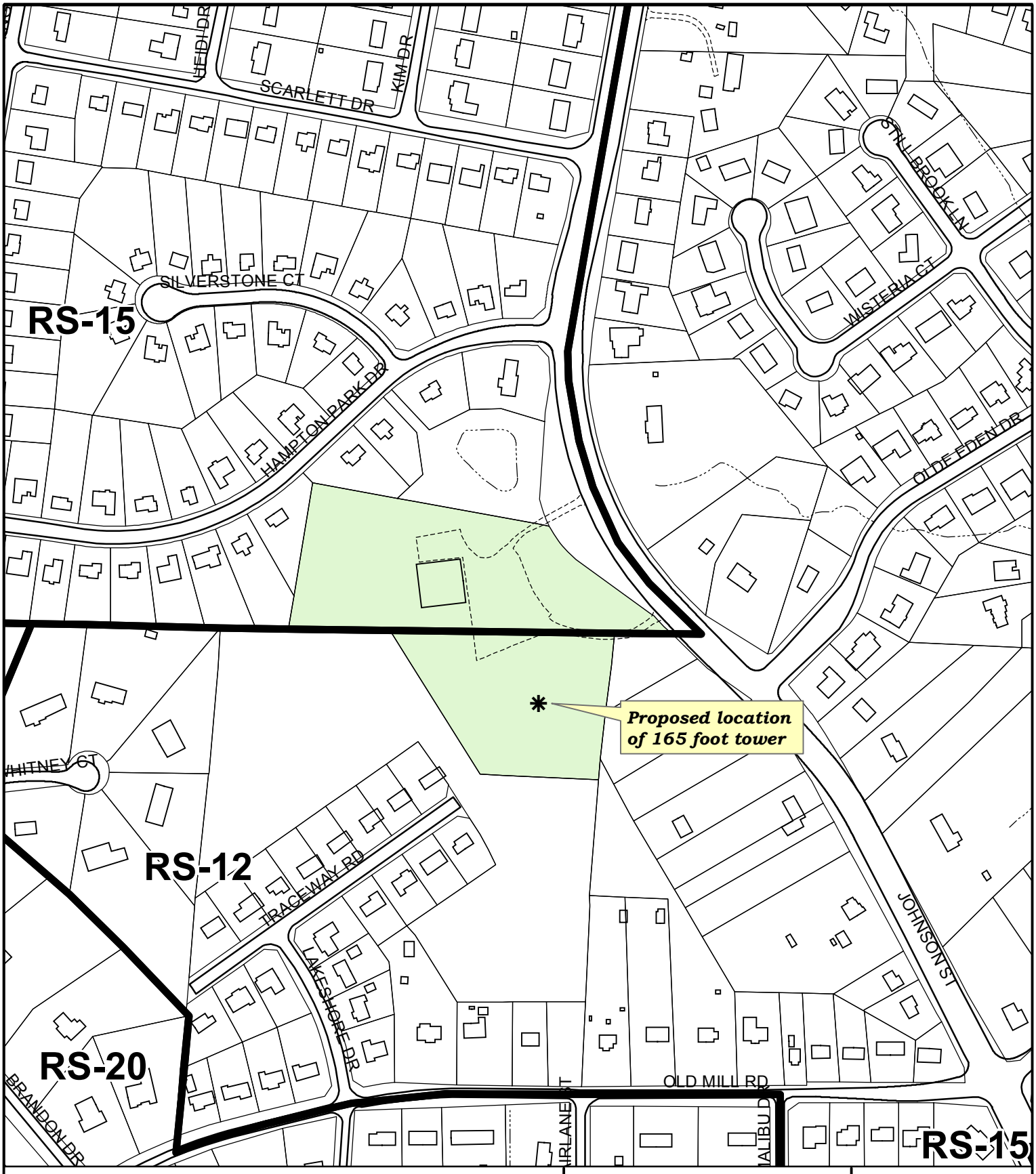
Staff recommends approval

Based upon the conditions in the attached Special Use Permit application and the preliminary findings of facts, staff finds that the request will be compatible with the surrounding zoning and in harmony with adjacent development in this area.

The Planning and Development Department recommends approval of the requested to allow a 165-foot tall Telecommunication Tower in the Residential Single Family-12 (RS-12) District and the accompanying Special Use Permit.

Report Preparation

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



SPECIAL USE PERMIT 14-03

Request: To allow 165-foot tall tower in a Residential Single Family-12 District

Existing Zoning Boundary

Subject Property Boundary

Planning & Development Department

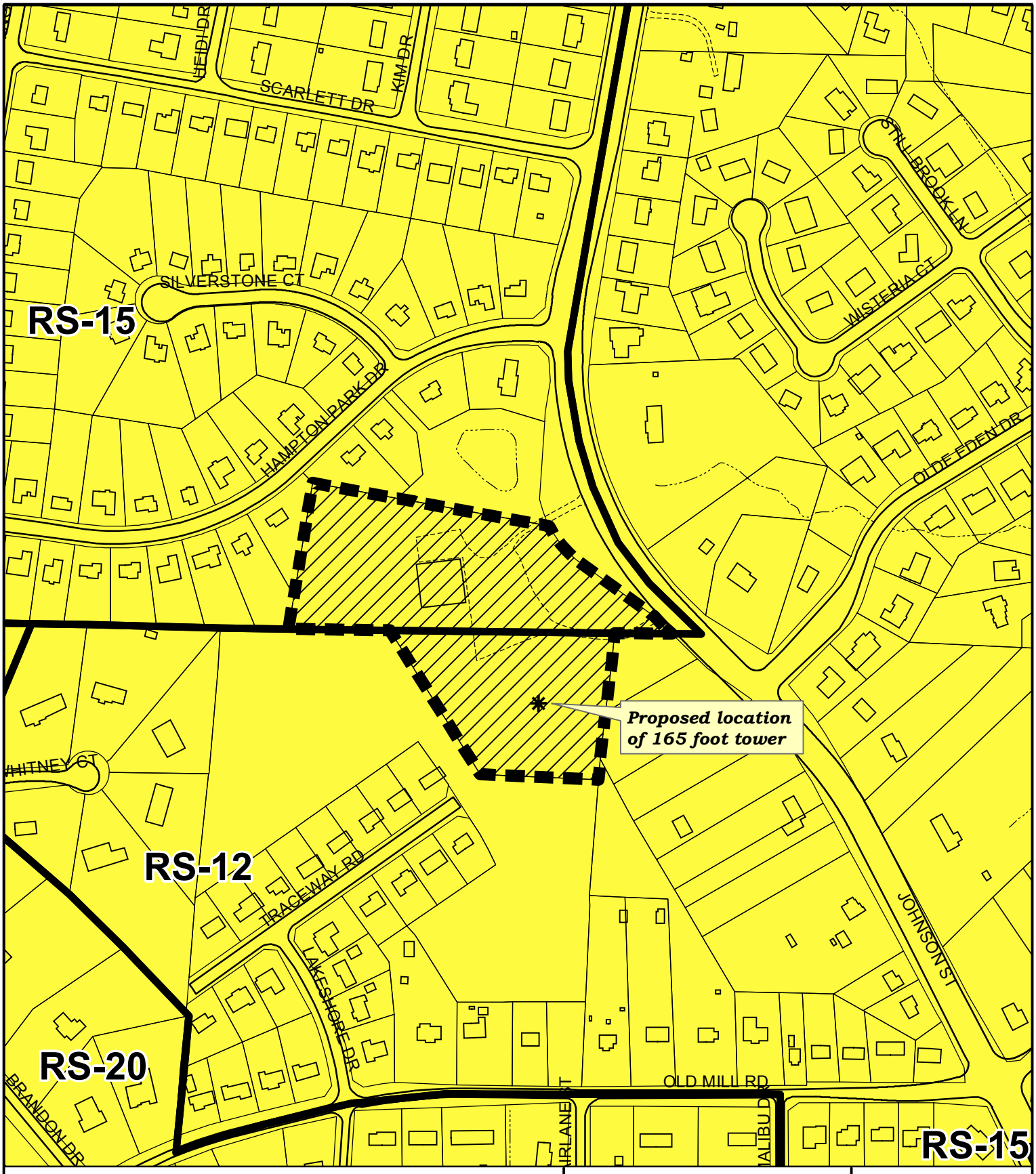
City of High Point

Date: October 14, 2014

N

Scale: 1"=500'

G:/Planning/Secure/ba-pz/2014/pz/sup14-03.mxd



SPECIAL USE PERMIT 14-03

Land Use Plan

Low-Density Residential

Planning & Development Department

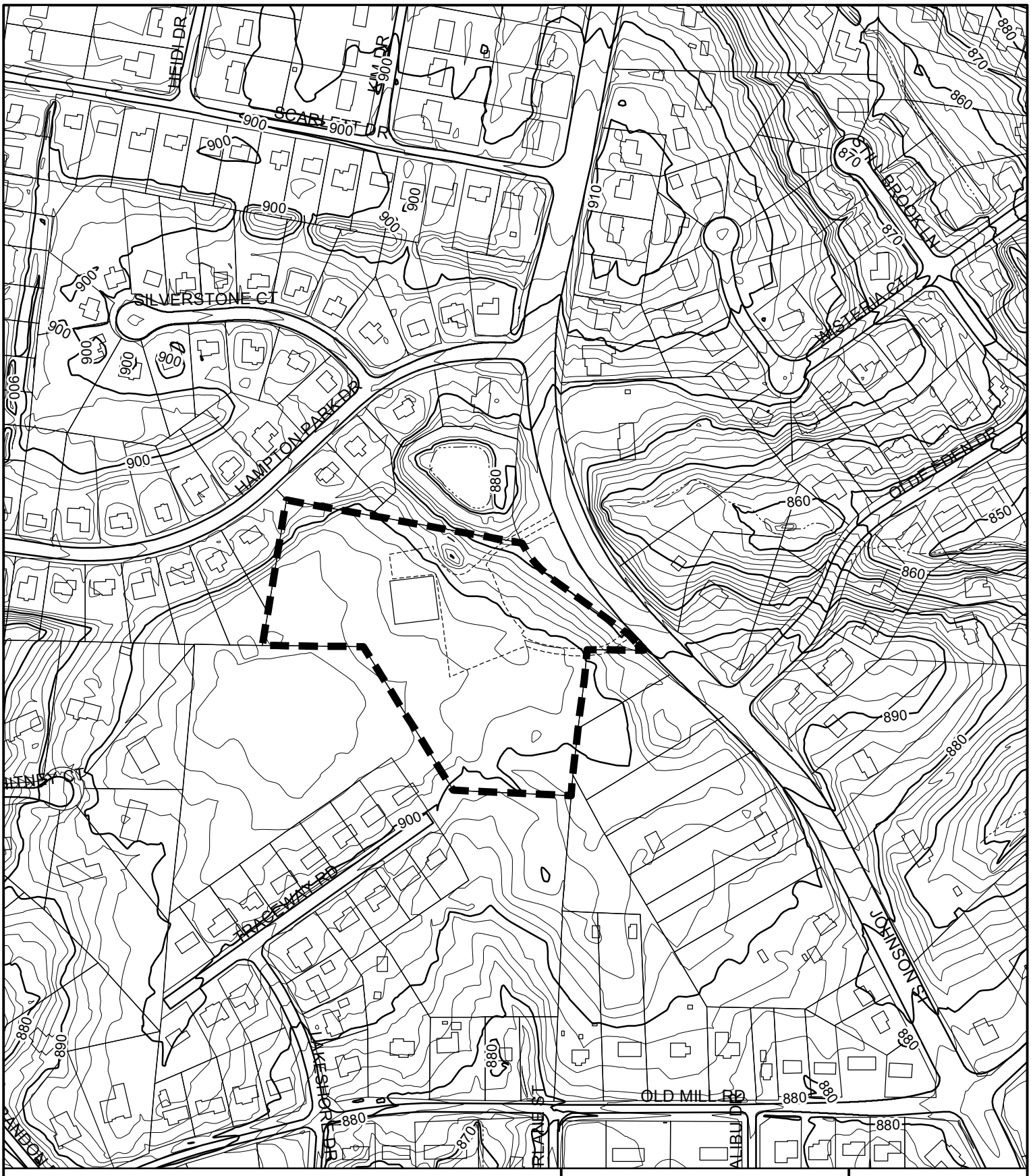
City of High Point

Date: November 11. 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/sup14-03clu.mxd



SPECIAL USE PERMIT 14-03

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: October 17, 2014

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2014/pz/sup14-03topo.mxd

SPECIAL USE PERMIT 14-03
SCARLETT DR
JOHNSON ST
STILLBROOK LN
WISTERIA CT
SILVERSTONE CT
HAMPTON PARK DR
OLDE EDEN DR
WHITNEY CT
TRACEWAY RD
OLD MILL RD
BRANDON DR
LAKESHORE DR
FAIRLANE ST
MALIBU DR

SPECIAL USE PERMIT 14-03
CITY OF HIGH POINT, NORTH CAROLINA

October 28, 2014.
(Submitted)

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

USE:

1. Communication Tower (exceeding height limits of zoning district)
   a. Type – Monopole
   b. Maximum Height – 165-feet
   c. Co-location (shared use of tower): A minimum of four (4) antenna locations will be made available (see Special Use Permit plan).

CONDITIONS:

1. Access:
   Access for use/maintenance of the communication tower shall be from the site's existing driveway access from Johnson Street.

2. Special Use Permit Plan:
   Development shall be in accordance with the attached Special Use Permit site plan. This Special Use Permit and approved site plan are perpetually binding on this property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

3. Landscaping and Preservation/Buffer Area
   a. Except for land clearing for installation of the 100 foot by 100 foot tower compound area and access drive, as depicted on the adopted Special Use Permit Plan, all existing trees and vegetation lying south of gas line easement shall be preserved.
   b. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to occupants of the site or to abutting property owners. Additionally, the property owner shall be permitted to prune existing vegetation within this area in order to maintain the health of the existing vegetation.
   c. Any removal of vegetation in the preservation/buffer area shall be replaced to maintain a minimum fifty (50) foot wide Type A Planting Yard rate to the east, south and west of the tower compound area, and a minimum 14-foot wide Type B Planting Yard rate to the north (between gas line easement and tower compound area).

DESCRIPTION OF PROPERTY:
An approximately 8.25 acres parcel lying along the west side of Johnson Street, approximately 680 feet south of Hampton Park Drive *(3929 Johnson Street).* .

This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established. This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect. If for any reason any condition imposed this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

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

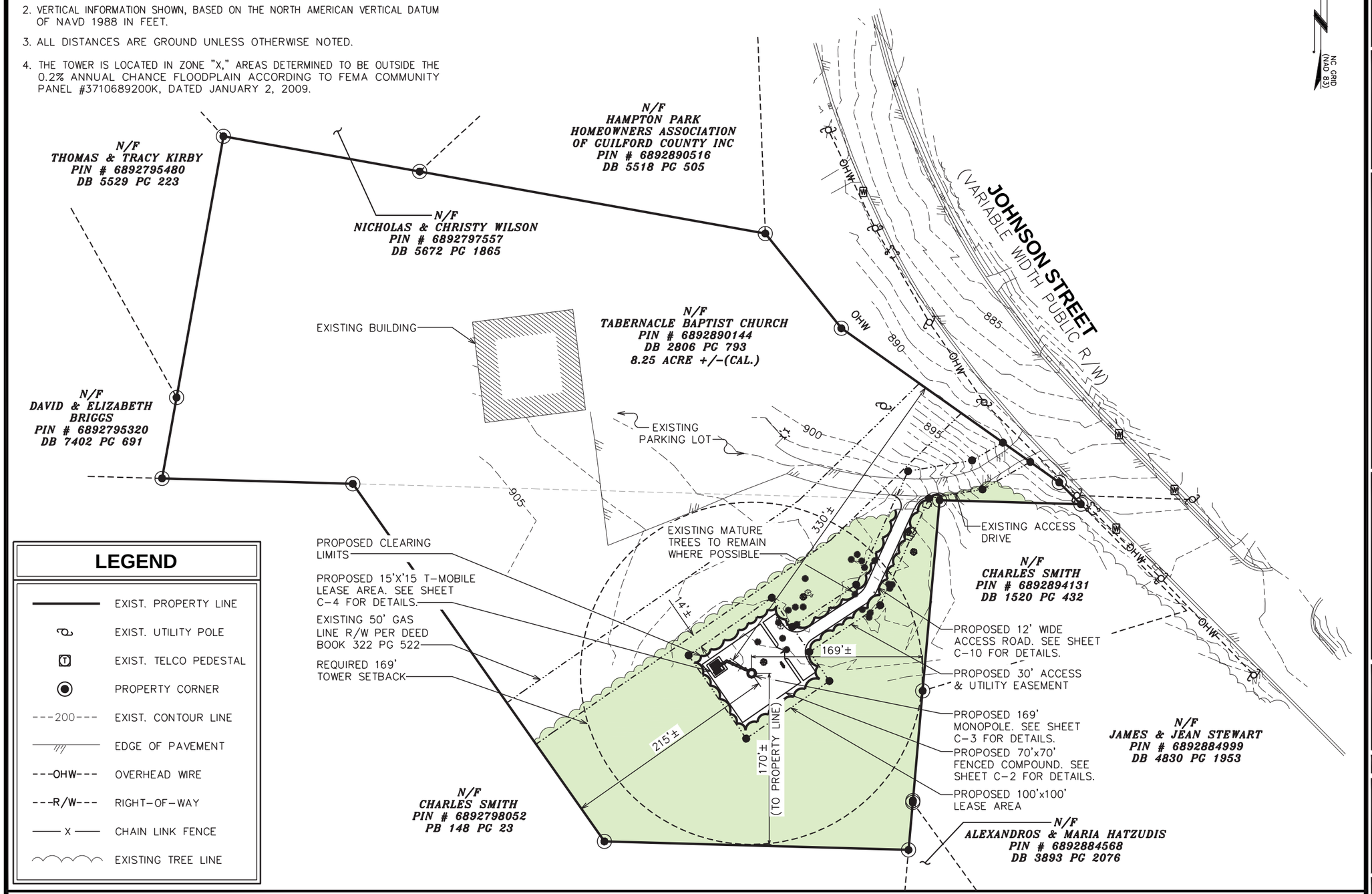
SPECIAL USE PERMIT 14-03 AND THE ACCOMPANYING SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE ____ DAY OF NOVEMBER, 2014.

_____ _____

Lisa B. Vierling Date
City Clerk

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON JULY 18, 2014.
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF NAVD 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3710689200K, DATED JANUARY 2, 2009.



LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- PROPERTY CORNER
- ---200--- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- ---OHW--- OVERHEAD WIRE
- ---R/W--- RIGHT-OF-WAY
- ——X—— CHAIN LINK FENCE
- EXISTING TREE LINE

SITE PLAN

SCALE: 1" = 100'

0 100 200

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

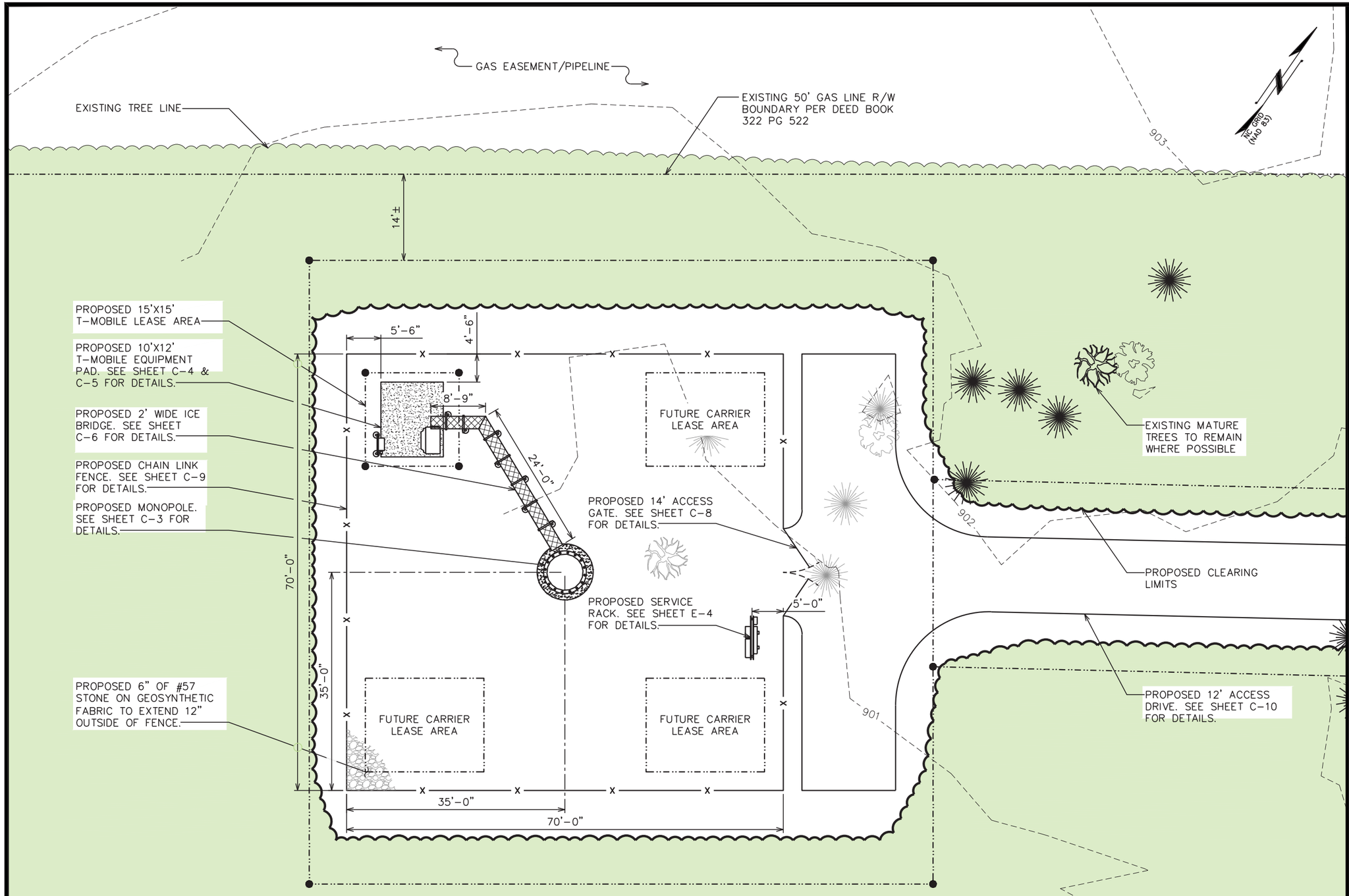
SHEET TITLE:

SITE PLAN

SHEET NUMBER: **C-1**

REVISION: 4

TEP #: 56245



COMPOUND DETAIL

SCALE: 1/16" = 1'-0"

0 16 32

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 037920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY: MAW CHECKED BY: SCB

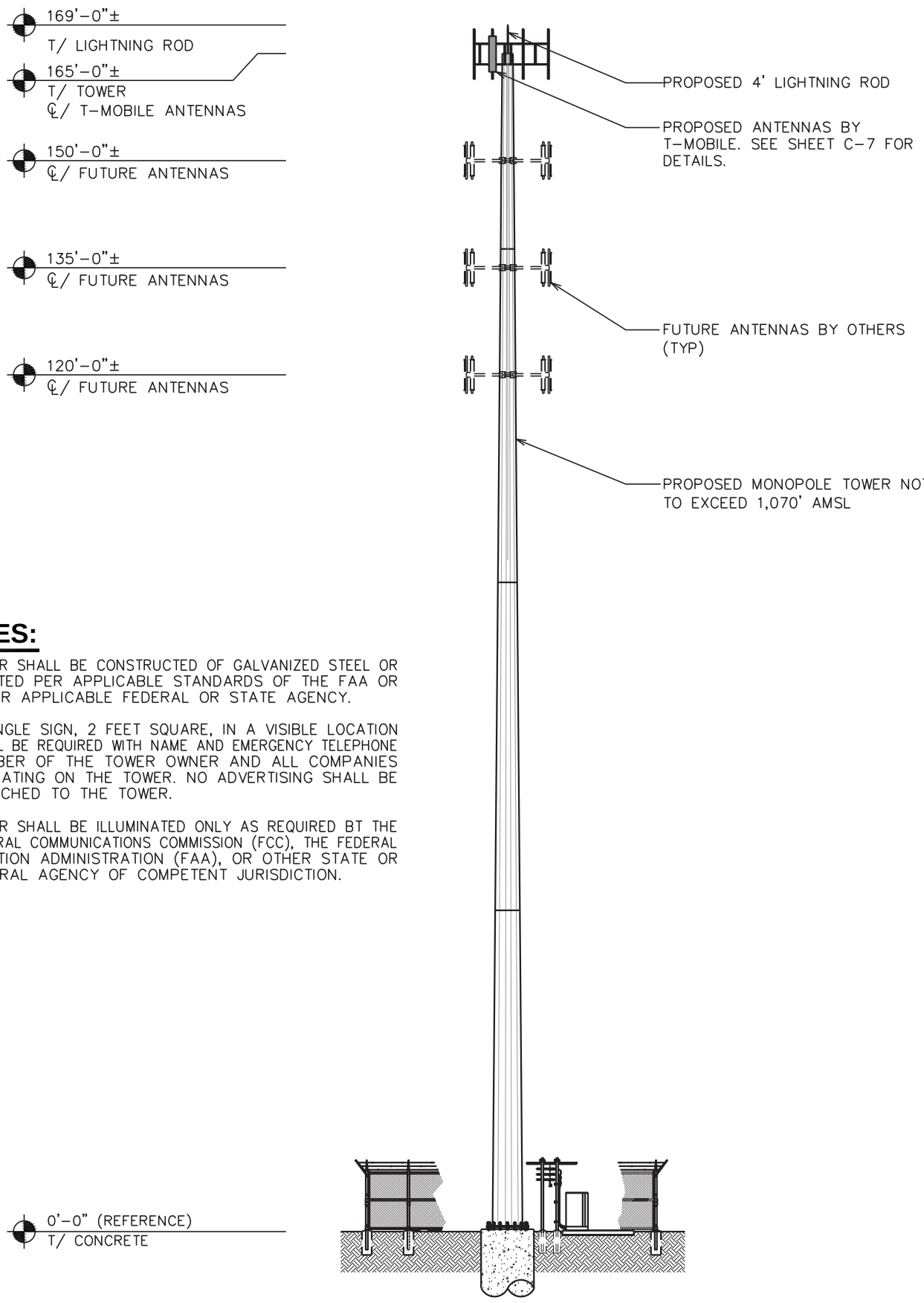
SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER: **C-2**

REVISION: 4

TEP #: 56245



NOTES:

1. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
2. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BT THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.

TOWER ELEVATION

SCALE: 1" = 20'

0 20 40

SCALE IN FEET

PLANS PREPARED FOR:

TowerCom

5611 HWY 55, SUITE 201
DURHAM, NC 27713
(919)666-2906

PROJECT INFORMATION:

JOHNSON ST.

3929 JOHNSON STREET
HIGHPOINT, NC 27265
(GUILFORD COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 027920 ENGINEER KIMBERLY S. MARTIN

September 10, 2014

REV	DATE	ISSUED FOR:
4	09-10-14	CONSTRUCTION
3	08-28-14	PRELIMINARY
2	08-26-14	PRELIMINARY
1	08-14-14	PRELIMINARY

DRAWN BY:	CHECKED BY:
MAW	SCB

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER: **C-3**

REVISION: **4**

TEP #: 56245

Statement of Justification

Special Use Application for Wireless Communication Facility
"Johnson Street"
3929 Johnson Street
High Point, NC 27265

Introduction and Overview

TowerCom ("Applicant" or "TowerCom") is requesting the approval of a Special Use Application for the purpose of developing a one hundred sixty five foot (165') wireless communication facility at 3929 Johnson Street. In addition, the Special Use Application requests the approval of the installation of antennas and related ground equipment for T-Mobile Wireless on this facility.

TowerCom is a developer and owner of telecommunication tower sites across the United States. T-Mobile is a wireless service provider, licensed by the FCC, who is currently improving its network in the High Point, NC area. TowerCom has entered into an agreement with T-Mobile to develop the proposed tower as noted above and allow T-Mobile to immediately place its wireless antennas and related equipment on this site.

Site Need and Justification

As noted above, T-Mobile has determined that this area of High Point lacks sufficient coverage for their network system. The search area is centered on the residential areas south of Tabernacle Baptist Church along Johnson Street and has the objectives of covering portions of Johnson Street, I-74 and surrounding residential and commercial areas. This area of town lacks any existing communication towers or other tall structures of sufficient height and specific location necessary to meet these coverage objectives and provide connectivity to surrounding sites. In addition, existing wireless communication towers, located well outside the search area, are too far away and/or are currently used by T-Mobile, to provide the needed coverages for this area.

Special care was taken to ensure the proposed tower and its location would have minimal visual impact to surrounding residential areas in the immediate vicinity. The diminimus visibility of the proposed communication tower is due to the location, short height, lack of illumination and rolling topography of the surrounding area. The configuration of the facility site and access were carefully considered in effort to conceal the site in an existing stand of trees. In addition, existing vegetation on the subject parcel and surrounding parcels will further screen this site from public view (photos included in construction drawings).

Site Compliance with City of Highpoint Development Ordinance

The proposed site complies with the requirements of the City of High Point Unified Development Ordinance and the specific regulations for Wireless Communication Towers proposed to be Freestanding (Chapter 5, Section 9-5-2 mm) by the following:

Where Required (Section 9.5.2(mm)(2)a.1)

- The proposed communication tower is located on a parcel zoned RS-12. This district allows communication towers subject to the requirements of this section.

Setbacks (Section 9.5.2(mm)(2)a.2.i.)

- The proposed communication tower exceeds the required setbacks for proposed monopoles located on a parcel zoned RS-12 AND adjacent to other Residential or Agricultural zoning districts as noted below:
  Front: *100% Tower Height* ***– 330', EXCEEDS the requirement***
  Side: *100% Tower Height* ***- 169', EXCEEDS the requirement***
  Rear: *100% Tower Height* ***– 215', EXCEEDS the requirement***

Collocation Search Area Requirements (Section 9.5.2(mm)(2)a.3)

- Per a letter dated 8/28/14 and attached to this Special Use application, Gurpreet Singh, T-Mobile's radio frequency engineer for the Greensboro-Winston Salem-High Point markets certifies that there are no existing towers capable of meeting the coverage needs for this particular search area.

Tower Design Requirements (Section 9.5.2(mm)(2)a.4)

- Both the proposed tower structure and fenced compound are designed to accommodate at least four (4) telecommunication users as shown in the attached site drawings. Further, TowerCom will make this tower available to any users who request to collocate on this structure.

Buffers

- In lieu of the required, planted landscaped buffer around the communication tower site, the applicant is proposing a complete preservation of the existing, mature vegetation on the property, except for the clearing required for the fenced compound.,. The proposed tower will be located within heavily dense woods and will be effectively screened from any public, off-site views. Below are photographs of the existing vegetation with views taken from the proposed site. Furthermore, applicant agrees to install additional plantings to supplement existing vegetation as deemed necessary.

VIEW NORTH TO THE SITE

VIEW EAST TO THE SITE

VIEW SOUTH TO THE SITE

VIEW WEST TO THE SITE

Conclusions

T-Mobile has an immediate need in this area of the City of High Point for a new communications tower facility capable of accommodating their equipment and at least three (3) other carriers in order to provide adequate wireless voice and advance broadband services to surrounding community.. The applicant, TowerCom, believes that the proposed facility has been appropriately and carefully located to both meet the coverage and connectivity objectives of T-Mobile and other wireless service providers and to minimize any impact to the neighboring areas.

In addition to this proposed facility's compliance with the development standards for communication towers in the City of Highpoint, the structure will be designed

to accommodate at least four (4) wireless service providers thereby reducing the need for additional communication towers in the immediate vicinity.

As this proposed facility complies with all requirements of the ordinance and since no relief from any of the requirements is requested, TowerCom respectfully requests the approval of this Special Use Application request.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ASO-8762-OE

Issued Date: 09/08/2014

George Davis
TowerCom
5611 NC HWY 55
Suite 201
Durham, NC 27713

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Johnson Street
Location:	High Point, NC
Latitude:	36-01-24.37N NAD 83
Longitude:	80-01-14.24W
Heights:	900 feet site elevation (SE)
	169 feet above ground level (AGL)
	1069 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 03/08/2016 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ASO-8762-OE.

Signature Control No: 226258939-228868345 (DNE)
Angelique Eersteling
Technician

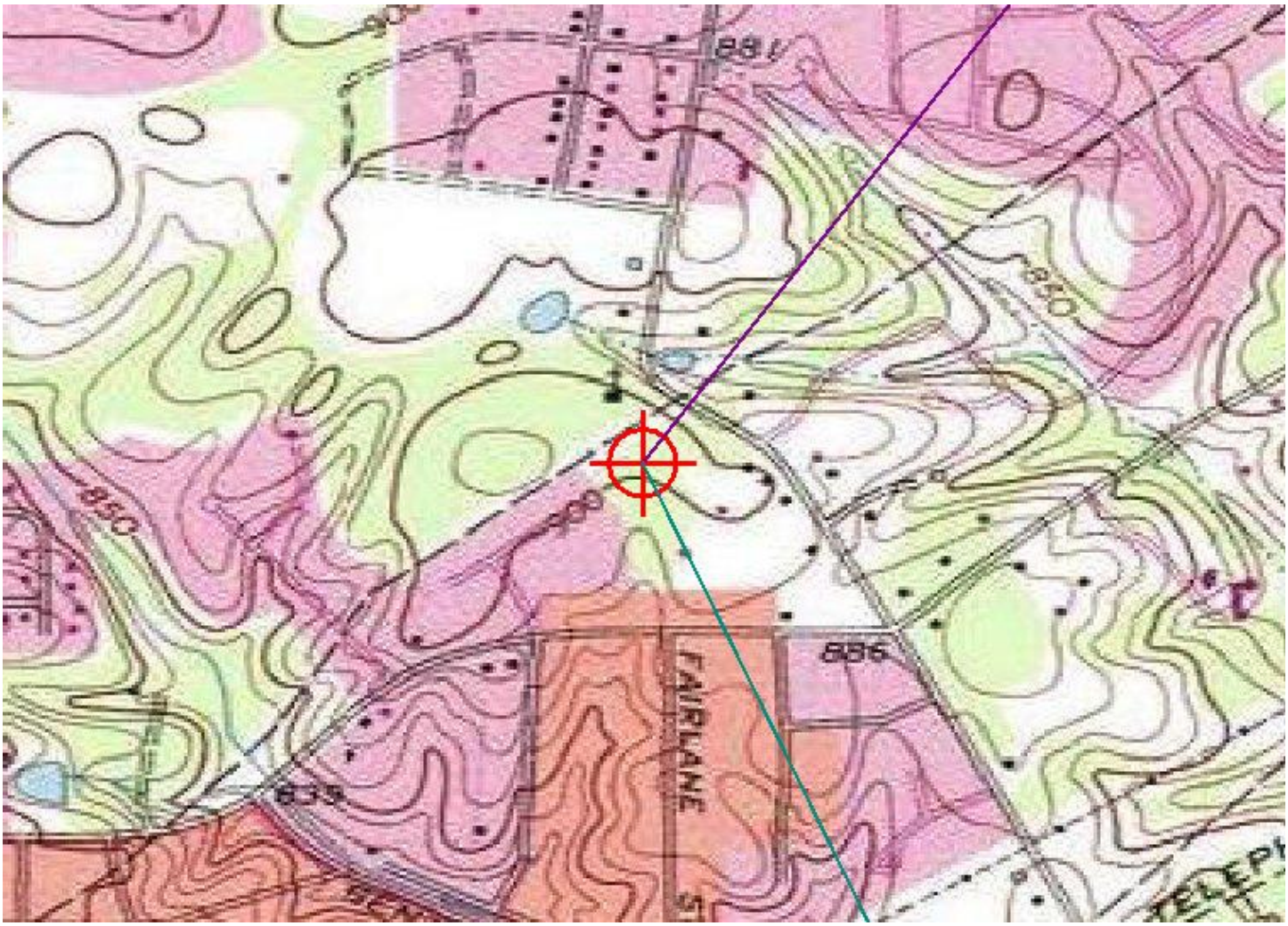
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2014-ASO-8762-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Verified Map for ASN 2014-ASO-8762-OE



8/28/14

City of High Point Department of Planning and Development
Attn: Mr. Herbert K. Shannon, Jr., Senior Planner
PO Box 230
High Point, NC 27261

Mr. Shannon:

Please find attached a T-Mobile statement of need and description of the coverage objective for the proposed TowerCom tower facility at 3929 Johnson St (Tabernacle Baptist Church). This statement is supported with before and after projections of the coverage that this site would provide. It is our sincere hope that the proposed tower be approved so that we may improve our wireless coverage in the area.

The proposed installation has been designed to substantially enhance our network performance for vehicular traffic along Johnson St and in-building coverage in the surrounding residential areas. The design height for this target to achieve the required coverage was 170'. Due to FAA restrictions the maximum tower height allowed at this location is 169' AGL (above ground level). At 165' the proposed tower site best satisfies our coverage objective.

In effort to best meet the intent of section Chapter 5, section 9-5-2(mm)(3) of the ordinance, we have reviewed two Duke Power transmission towers in the vicinity of the proposed tower. The existing, nearby structures noted are:

- **Duke Transmission #1** – 1,000' west of the intersection of Johnson Street and Vinebury Lane; N36° 00' 59.82", W80° 1' 5.08", elevation 842'; 110' approx. structure height.
- **Duke Transmission #2** – 620' south of the intersection of Johnson Street and Hampton Park Drive (directly in front of the subject property); N36° 1' 27.04", W80° 1' 11.71", elevation 890'; 70' approx. structure height.

Per the code:

Towers proposed to be located within a three thousand (3,000) foot radius of another communication tower in agricultural or residential zoning districts, shall require co-location on such other tower, or submit a letter from a certified engineer or other pertinent documentation that co-location is not feasible for reasons including:

i. No available towers or suitable structures are located within the required 3,000 foot search radius to meet the applicant's engineering requirements; ***No other wireless tower sites exist within this radius.***

ii. No existing towers or structures within the search area are of sufficient height to meet the applicant's engineering requirements. ***At 110' and 70', respectively, combined with substantially lower***

(45-60') AMSL elevations, the Duke Power transmission towers will not meet the engineered coverage objective for this area.

iii. No existing towers or structures have sufficient structural strength to support applicant's proposed antenna or related equipment; ***N/A; However, the reviewed structures may not accommodate optimal equipment configuration and designed structural loading for this site to even provide the level of service illustrated in the coverage plots provided.***

iv. Antenna would cause electromagnetic interference with existing antenna on the tower or structure; and ***N/A***

v. Fees or costs required to co-locate on existing tower or structure, or to adapt the existing tower or structure for shared use, are greater than the cost of a new tower. ***N/A***

This information is submitted in effort to comply with Chapter 5, section 9-5-2(mm)(3) of the City of High Point Land Use Development Standards. It is our sincere hope that we have met all of the requirements of this standard.

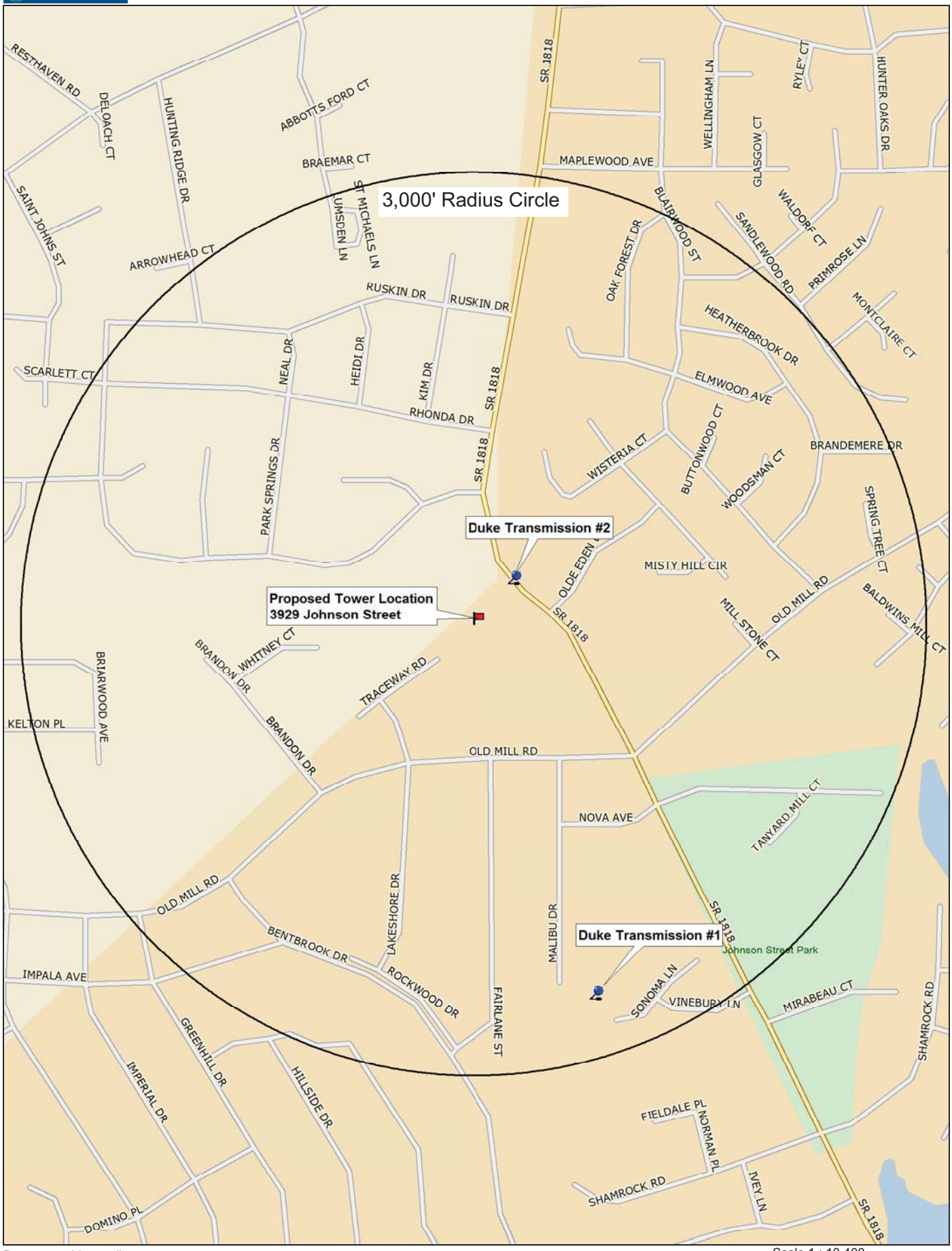
If anything is missing or requires additional information please contact me directly to discuss via email at Gurpreet.singh31@t-mobile.com

Kind Regards,

Gurpreet Singh
RF Design Engineer (NSB)
T-Mobile (Carolinas)

TowerCom - Johnson Street Proposed Tower
3,000' Tower Search Radius

DeLorme Street Atlas USA® 2010



Data use subject to license.
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www.delorme.com

TN
MN (8.2°W)

Scale 1 : 10,400
1" = 866.7 ft
Data Zoom 14-3

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent (ROI) for Street Abandonment Case 14-09**
(alleys lying south of Ferndale Boulevard)

From: Lee Burnette, Planning & Development Director

Meeting Date: November 17, 2014

Public Hearing: No

Advertising Date/ Not applicable

Advertised By:

Attachments:
A. Resolution of Intent (ROI) for Street Abandonment Case 14-09
B. Map of right-of-way proposed to be abandoned

PURPOSE:
Approval of a Resolution of Intent that establishes a public hearing date of December 15, 2014, to consider a request to abandon portions of three alleys lying south of Ferndale Boulevard, between N. Lindsay Street and Oakwood Street.

BACKGROUND:
Resolution of Intent for Street Abandonment Case 14-09 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, December 15, 2014 to hear this request.

Publish four (4) consecutive weeks: **November 21 & 28 and December 5 & 12, 2014**

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(Case # SA14-09)

WHEREAS, the City Council has been petitioned to abandon the following right-of-way: To abandon portions of three alleys lying south of Ferndale Boulevard, between N. Lindsay Street and Oakwood Street.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, December 15, 2014, at 6:15 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

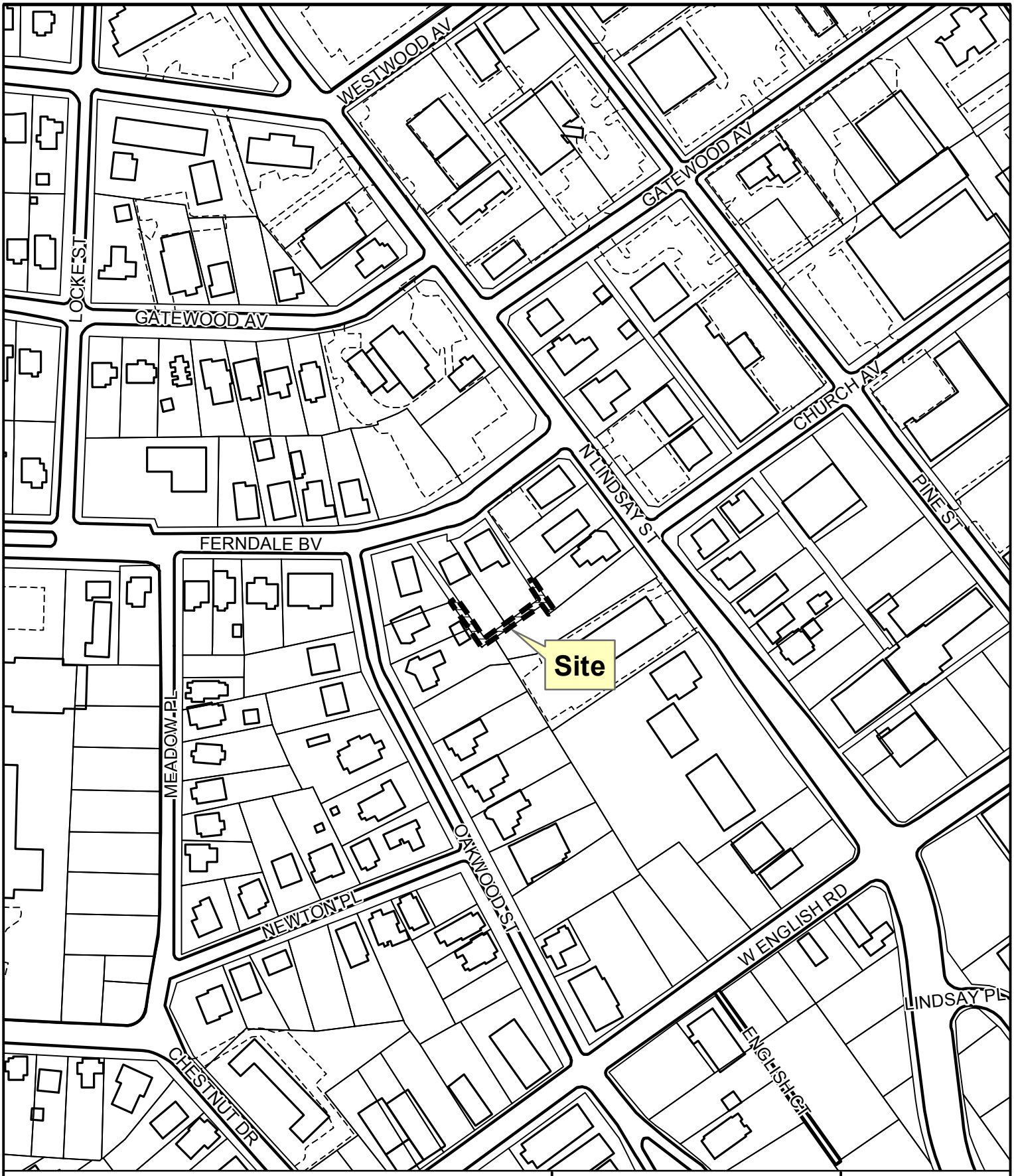
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By Order of the City Council
This the 17th day of November, 2014.

Lisa B. Vierling, City Clerk

Petition Submitted By: Technical Review Committee



STREET ABANDONMENT REQUEST SA14-09

Applicant: City of High Point

Area: 0.06 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 27, 2014

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2014/pz/sa14-09.mxd