

City of High Point

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



Meeting Agenda

Monday, November 5, 2018

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**[2018-449](#)

North Carolina Housing Finance Agency Award
Mike McNair, Director of Community Development and Neighborhood Housing, will present a plaque to the City Council that the City was awarded at the North Carolina Housing Finance Agency (NCHFAF) 2018 Affordable Housing Conference in Raleigh for housing activities such as Operation InAsMuch, and the Southside Neighborhood Redevelopment.

Sponsors: Committee of the Whole

Attachments: [Housing North Carolina Awards Honor Developments Expanding Local Housing](#)
[NC Housing Finance Agency Photo](#)

STRATEGIC PLAN UPDATE[2018-418](#)

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

PUBLIC COMMENT PERIOD[2018-419](#)

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

- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.

- * Persons addressing City Council are asked to limit their comments to 3 minutes.

- * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.

- * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

CONSENT AGENDA ITEMS**FINANCE COMMITTEE - Council Member Moore, Chair**

- [2018-420](#) Contract - Purchase of Decorative Street Lights and Poles for the Stadium Project
Council is requested to award a contract to WESCO in the amount of \$586,269.54 for the purchase of 96 decorative lights for the stadium complex area.
Attachments: [Contract - WESCO - Stadium Decorative Street Lighting](#)
- [2018-421](#) Contract - Renewal with National Meter for 5/8" Water Meters
The Customer Service Department recommends that City Council renew this contract to National Meter (formerly Carolina Meter) in the amount of \$1,295,100.00 for the purchase of 8000 of the 5/8" water meters and authorize the appropriate City Official to execute all necessary documents.
Attachments: [Residential Water Meter 2018-2019](#)
- [2018-422](#) Sole Source Contract - Purchase of Turbidimeters at Ward Water Plant
Council is requested to award a sole source contract to Swan Analytical in the amount of \$42,165.00 for the purchase of ten (10) turbidimeters, verification kit, and the parts required for the installation at the Ward Water Plant to monitor the humidity in the filters.
Attachments: [Contract - Sole Source- Turbidimeters- Ward Plant](#)
- [2018-423](#) Contract - Adkins Road Sewer Improvements
Council is requested to award a contract to KRG Utility Inc. in the amount of \$756,230.00 for the Adkins Road Sewer Improvements as part of the sanitary sewer availability in the City's northwestern jurisdiction.
Attachments: [Contract - Adkins Road Sewer Improvements](#)
- [2018-424](#) Resolution - 2017 Local Water Supply Plan
Council is requested to adopt a Resolution for the 2017 Local Water Supply Plan (LWSP). This is an assessment of the water system's current and future water needs and is required for the City to be compliant with the requirements of the NC General Statute G.S. 143-355(1).
Attachments: [Resolution - CHP Water Supply Plan 2017](#)
- [2018-425](#) Contract - Catalyst Traffic Study
Council is requested to award a contract to Aecom, Inc. in the amount of \$108,796.00 to study the traffic related impacts of the new stadium and associated development around the project.
Attachments: [Contract - Traffic Study for Catalyst Project](#)
- [2018-426](#) Budget Ordinance Amendment - Catalyst Project
Council is requested to adopt a Budget Amendment to properly account for the flow of funds for the reimbursement of the Catalyst Project loan

approved by City Council on April 3, 2017.

Attachments: [Budget Ordinance Amendment - Catalyst Project Reimbursement Amendment](#)

2018-450

State of North Carolina - MOU

The City Council is requested to approve a four party Memorandum of Understanding (MOU) to acquire software that will eventually be used by cities, counties and the State of North Carolina, and authorize the appropriate City Official to execute all necessary documentation.

Sponsors: Committee of the Whole

Attachments: [State treasurer - MOU - Software Product](#)

2018-427

Resolution - Condemnation - 4461 Kendale Road

Council is requested to adopt a Resolution authorizing the City Attorney to proceed with the condemnation of property located at 4461 Kendale Road. This acquisition of this property is needed for the purpose of constructing the Westmoreland Sewer Outfall Project.

Attachments: [4461 Kendale Rd Agenda Memo](#)

[Resolution 4461 Kendall Rd](#)

[Kirkland 4461 Kendale map](#)

2018-428

Resolution - Condemnation - 4604 Johnson Street, Colfax NC

Council is requested to adopt a Resolution authorizing the City Attorney to proceed with the condemnation of property located at 4604 Johnson Street, Colfax, NC. This acquisition of this property is needed for the purpose of constructing the Westmoreland Sewer Outfall Project.

Attachments: [Owens - 4604 Johnson Street Agenda Memo](#)

[Resolution 4604 Johnson - Owens](#)

[owens 4604 Johnson map](#)

2018-429

Resolution - Condemnation - 4510 Johnson Street, Colfax NC

Council is requested to adopt a Resolution authorizing the City Attorney to proceed with the condemnation of property located at 4510 Johnson Street, Colfax, NC. This acquisition of this property is needed for the purpose of constructing the Westmoreland Sewer Outfall Project.

Attachments: [4510 Johnson Street](#)

[Resolution 4510 Johnson Street](#)

[Kirkland 4510 R2 Johnson map - Copy](#)

PENDING ITEMS

2018-169

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

Sponsors: Committee of the Whole

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

Terry Houk gave the presentation on this item.

Mr. Houk stated Cingular Wireless PCS, LLC (AT&T) has requested an amendment to the current license agreement with the City that allows them to use space at the Ward Water plant for the installation of communication equipment. The amendment would result in extending the term of the License by 15 years, resulting in a termination date of October 19, 2042 and provide Cingular first right refusal. Public Service is recommending the City Council approve the Amendment to License Agreement with Cingular Wireless PSC, LLC and authorize the City Manager to execute the agreement. Revenue from this project and two other towers that are under the City's control is about \$227,000.

Council Member Moore asked if it is a 15 year fixed, or five year renewal what does the contract require. Jo Anne Carlyle, City Attorney stated it was 15 years fixed. Jason Ewing stated wireless infrastructure was a hot topic in Washington in how municipalities can manage those on a Municipal level and not get taken advantage of. When does this have to be executed? Mr. Houck stated as soon as possible. Council Member Moore asked if the other towers are uniform in contract. Mr. Houk stated he believed so, we try to be legal and fair. The tower belongs to them but it is on our site. Any modification to the water tanks needs approval by Council. Council Member Ewing asked why do they want an extension on the current lease when they there is still 9 years on the current. Ms. Carlyle stated there was necessary clean up on the contract in general. The company has changed hands and changed names so there have been a few amendments. Council Member Jones asked if this locks the City in regards to the amount of revenue received. Ms. Carlyle stated yes, it is standard compared to other companies.

A discussion ensued regarding the extension of the contract and revenues received.

Council Member Ewing motion to remand this item to Finance Committee in pending. Council Member Moore seconded the motion. Motion carried with a 9-0 vote.

REGULAR AGENDA ITEMS**COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair**

- [2018-431](#) Public Hearing - HUD Section 108 Loan Application - Wynnefield Properties
Monday, November 5th at 5:30pm is the date and time established for a public hearing authorizing staff to prepare a section 108 loan application for HUD approval for Wynnefield Properties to construct the Avondale Trace Apartments.
Attachments: [Public Hearing - HUD Section 108 Loan Application](#)
- [2018-432](#) Reallocation of Public Service Grant Award
Council is requested to approve the reallocation of the 2018-19 Public Service Grant Award from the MIND Group to the agencies requested by the Citizens Advisory Council. Funds will be reallocated to 1) Housing Authority Youth Financial Literacy Project \$3,650, 2) Housing Authority Youth Agriculture Project \$2,150, 3) Carl Chavis YMCA \$2,000.
Attachments: [Reallocation of Public Service Grant Award](#)
- [2018-433](#) Ordinance - Demolition of Structure - 2435 West English Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a condemned structure located at 2435 West English Street.
Attachments: [2435 West English Street](#)
- [2018-434](#) Ordinance - Demolition of Structure - 500 Washington Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a condemned structure located at 500 Washington Street.
Attachments: [Condemnation - 500 Washington Street](#)
- [2018-435](#) Ordinance - Demolition of Structure - 811 Willow Place
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 811 Willow Place belonging to Fredy Machuca and Raul Salagado.
Attachments: [811 Willow Pl. Council Packet](#)
- [2018-436](#) Ordinance - Demolition of Structure - 834 Putnam Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 834 Putnam Street belonging to Heirs of Winifred Holdren.

Attachments: [834 Putnam Council Packet](#)

2018-437

Ordinance - Demolition of Structure - 1208 Leonard Avenue
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 1208 Leonard Avenue belonging to Elly's Place LLC.

Attachments: [1208 Leonard Ave Council Packet Final](#)

2018-438

Ordinance - Demolition of Structure - 337 Wingo Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 337 Wingo Street belonging to Jennings V. and Lucinda Leviner.

Attachments: [337 Wingo St Council Packet](#)

2018-439

Ordinance - Demolition of Structure - 709 Hilltop Street
Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a single-family dwelling belonging to Victor Manuel Campos Rivas and Cynthia Lanto.

Attachments: [709 Hilltop Council Packet 11-5-18](#)

PENDING ITEMS

2018-333

Ordinance - Demolition of Structure - 1700 Edmondson Place
City Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1700 Edmondson Place, belonging to Che Lawrence Reynolds, Jr.

Attachments: [1700 Edmondson Pl Council Packet 1](#)

Lori Loosemoore, Local Codes Enforcement Supervisor, advised this property was originally inspected on May 11, 2017. We were notified by the Fire Department that a fire had occurred on May 7, 2017. A hearing was held on August 15, 2017 in which no one appeared. An order to repair or demolish was issued on August 15, 2017 with a compliance date of September 19, 2017. The current owner purchased the property on October 25, 2017. A Lis Pendens was recorded on August 31, 2017. Mr. Reynolds (owner) told the inspector on 11/30/2017 that he was cleaning the debris out of the yard but he hasn't obtained permits yet for repairs. The inspector did advise Mr. Reynolds of the need of permits to begin work and to keep him updated on the progress. Mr. Reynolds agreed to do this by the middle of December. On December 8, 2017 the inspector called and asked Mr. Reynolds for an update on the property, the owner stated that he hopes to have the work completed by the end of February 2018. Mr. Reynolds told the inspector that he drives a truck and works out of town and would get the permits when he gets back in town.

and would call the inspector to update him on the progress. We heard from Mr. Reynolds last week once he got his letter notifying him of this meeting. He asked for additional time in which he was advised that the case was already scheduled for the City Council meeting.

Mr. Reynolds spoke to the Council in regards to her sons property. She stated it is her sons' desire to repair the property. He has taken a new position that has him on the road which has limited his ability to make the repairs. She stated she is fully prepared to hire a construction company to make the needed repairs. She explained that the pictures that were shown are not current pictures noting there have been some progress made.

Council Member Scarborough asked about the schedule of getting the property repaired. Mr. Reynolds mother stated she is prepared to move forward this week provided the permits are issued etc.

Council Member Golden asked if she has submitted for permits. Mr. Reynolds mother stated she was advised not to do so until after this hearing. Council Member Golden asked when was the last contact with the son. Ms. Loosemore stated he called last week. Previous to that she thought it was the middle of December 2017.

Council Member Moore asked if she and her son was a resident of High Point. Mr. Reynolds mother stated she was a resident and her son was a resident of Greensboro.

Council Member Peters questioned Mr. Reynolds intentions of purchasing the property. Mr. Reynolds mother stated he is going to repair and move into the property in order to save money to purchase a new truck.

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, **Chair**

[2018-440](#)

Resolution of Intent - Street Abandonment 18-02

Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 3, 2018, at 5:30pm to consider a request by Amada North America, Inc. to abandon all of the Executive Drive right-of-way. Executive Drive lies along the west side of Penny Road, approximately 820

feet north Premier Drive.

Attachments: [SA18-02 Council ROI](#)

[2018-441](#)

Bob Uber (Heroes-Our-Hero's) - Minor Amendment to Special Use 17-02
A Minor Amendment to Special Use 17-02 to revise the use of Buildings B, C and D in the adopted SU permit.

The site is lying at the northeastern and southeastern corner of Bridges Drive and Futrelle Drive.

Attachments: [Minor Amendment Report](#)

PUBLIC HEARINGS

[2018-442](#)

Ordinance - Lee Bunemann and Jane Bunemann - Annexation 18-04
A request by Lee Bunemann and Jane Bunemann to consider a voluntary contiguous annexation of approximately 2.6 acres. The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley.

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

[2018-443](#)

Ordinance - Lee Bunemann - Zoning Map Amendment 18-13
A request by Lee Bunemann to rezone approximately 2.6 acres from the Low Density Residential (RS) District, within Davidson County's jurisdiction, to the Residential Single Family - 3 (R-3) District. The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive, and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [Staff Report \(ZA-18-13\)](#)

[2018-444](#)

O'Reilly Automotive Stores, Inc. - Zoning Map Amendment 18-14
A request by O'Reilly Automotive Stores, Inc. to rezone approximately 1.7 acres from the General Business (GB) District and the Residential Multifamily - 16 (RM-16) District to a Conditional Zoning General Business (CZ-GB) District. The site is lying along the west side of S. Main Street, approximately 135 feet south of W. Springfield Road.

Attachments: [Staff Report \(ZA-18-14\)](#)

[2018-445](#)

Presbyterian Homes, Inc. - Annexation 18-05
A request by the Presbyterian Homes, Inc. to consider a voluntary contiguous annexation of approximately 61.1 acres lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road. The property is also known as Guilford County Tax Parcels 0169205 and 0169210.

Attachments: [Annexation Staff Report \(AN-18-05\)](#)

[2018-446](#)

The Presbyterian Homes, Inc. - Plan Amendment 18-05

A request by the Presbyterian Homes, Inc. to change the Land Use Map classification for approximately 127.3 acres from the Future Growth Area classification to the Rural Development classification. The site is generally lying north of Sandy Ridge Road, west of the W. Fork Deep River and east of Idol Wind Lane.

Attachments: [PA-18-05 staff report](#)

[2018-447](#)

The Presbyterian Homes, Inc. - Zoning Map Amendment 18-15

A request by the Presbyterian Homes, Inc. to rezone approximately 61.1 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Agricultural/Rural (AGR) District. The site is generally lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [Staff Report \(ZA-18-15\)a](#)

GENERAL BUSINESS AGENDA

[2018-416](#)

Boards and Commission - ABC Board- Reappointment James Tanner
Council is requested to confirm the reappointment of James Tanner to the ABC Board. Term will be effective November 15, 2018 and expiring November 15, 2021.

Attachments: [ABC Board - Reappointment - James Tanner 11 5 2018](#)

[2018-417](#)

Boards and Commissions - Human Relations Committee - Appointment William Pope, Jr.

Council is requested to appoint William Pope, Jr. to the Human Relations Committee. Term will be effective immediately and expire November 1, 2020.

Attachments: [William Pope, Jr. - Appointment to HRC](#)

[POPE William 2018](#)

[2018-448](#)

Minutes to Be Approved

Finance Committee Meeting; Thursday, September 27th @ 4:00 p.m.

HPCC Special Called Meeting; Monday, October 1st @ 4:00 p.m.

Regular Council Meeting; Monday, October 1st @ 5:30 p.m.

Community Housing, Neighborhood Development and Public Safety

Committee Meeting; October 2nd @ 10:00 a.m.

Attachments: [1. September 27 2018 Finance Committee Minutes.pdf](#)

[2. October 1 2018 High Point City Council.pdf](#)

[3. October 1 2018 High Point City Council Minutes.pdf](#)

[4. October 2 2018 CD HN PS Committee.pdf](#)

ADJOURNMENT



[Hurricane Resources](#)

[Local News](#)

[Events](#)

[Policy & Research](#)

[Careers](#)

[Help](#)

[Contact Us](#)



[ABOUT US](#)

[HOME BUYERS](#)

[CURRENT HOMEOWNERS](#)

[RENTERS](#)

[HOME OWNERSHIP PARTNERS](#)

[RENTAL HOUSING PARTNERS](#)

[PRESS & INVESTORS](#)

[Home](#) > [News](#) >

Housing North Carolina Awards Honor Developments Expanding Local Housing Options

Housing North Carolina Awards Honor Developments Expanding Local Housing Options

October 25, 2018 by Madison Fisler Lewis



RALEIGH — North Carolina's top honor for excellence in affordable housing has been awarded to six developments and neighborhoods that provide opportunities for home buyers, life-changing repairs for homeowners, apartment homes for seniors and families, and permanent supportive housing for adults with intellectual and/or developmental disabilities (IDD).

Sponsored by the North Carolina Housing Finance Agency, the 2018 Housing North Carolina Awards recognize properties in

Recent News

[Housing North Carolina Awards Honor Developments Expanding Local Housing Options](#)

October 25, 2018

[Local Retiree Elected to National Council of State Housing Boards](#)

October 17, 2018

Asheville, Asheboro, Greensboro, Hickory, High Point and Raleigh that serve as models for other communities. In their 29th year, the awards were presented October 24 during the NC Affordable Housing Conference, which hosted nearly 1,000 housing industry professionals at the Raleigh Convention Center.

- **Building Independence, Raleigh**, permanent supportive housing for adults with IDD, developed by Habitat for Humanity of Wake County, the Serving Cup and Lutheran Services Carolinas.
- **Givens Gerber Park, Asheville**, affordable apartment homes for seniors with significant services and close proximity to health care that allows residents to age in place, developed by Opportunities South, LLC, and Givens Estates, Inc.
- **Northstone, Hickory**, a fully-developed, mixed-income neighborhood of single-family homes developed by Habitat for Humanity of Catawba Valley and the City of Hickory.
- **Ole Asheboro Neighborhood and Southside Neighborhood, Guilford County**, a mixture of new homes and rehabilitation of existing homes that expands and preserves affordable housing options for younger buyers and older homeowners, developed by Community Housing Solutions, the City of Greensboro and the City of High Point.
- **The Village at Stone Creek, Asheboro**, rehabilitated affordable apartment homes for families, developed by Halcon Development and East Point Homes.

Editor: A description of each winner and the contact person follows:

Building Independence, Raleigh

Building Independence provides homes with supportive services for nine adults with intellectual and/or developmental disabilities (IDD) that enable them to establish and maintain their independence in the community and provide peace of mind for their families.

An innovative collaboration among Habitat for Humanity of Wake County, the Serving Cup and Lutheran Services

Carolinas, this development increases supportive housing options for adults with IDD in Raleigh. The Serving Cup advocated and planned for the project while Habitat for Humanity of Wake County acquired in-kind donations and mobilized more than 400 volunteers to build the development. Lutheran Services Carolinas secured funds and designed the slate of supportive services.

Building Independence provides a home for six men and three women ranging in age from 21 to 42 years old. Each resident has his or her own bathroom and bedroom with a shared kitchen, dining room and living area in each home. One of the homes features a larger common space to accommodate resident activities. The homes are energy efficient and close to public transportation and shopping, allowing residents to remain independent as they work or volunteer in the community or attend vocational training. The residents or their families pay an affordable monthly fee to cover utilities and supportive services.

Building Independence received funding from the North Carolina Housing Trust Fund.

Contact: Melissa Parrish, director of foundation relations, Lutheran Services Carolinas, 704-603-1683.

Givens Gerber Park, Asheville

Givens Gerber Park provides a unique model of affordable apartment homes for seniors coupled with services and amenities that allow them to age in place. Developed by Opportunity South, LLC, and Givens Estates, Inc., the community offers 120 one- and two-bedroom garden apartments that range in size from 690 to 975 square feet. Rents range from \$255 to \$624, with nearly two thirds of the units serving seniors with extremely low incomes.

The development features a library, fitness room, community room with a fireplace and kitchen, raised garden beds, a screened-in porch, several sitting areas and classes including exercise and arts and crafts.

This winning development was the first phase of a larger community that offers 60 additional tax credit apartments, as

well as another 82 for seniors whose incomes exceed income limits for tax credit developments but are too low for retirement or congregate care facilities. The community features a food pantry and a café that offers moderate-priced meals and a central location for socializing.

Because assisted living and in-home care is potentially out of reach for seniors with low to moderate incomes, the developers paired housing with significant supportive services aimed at letting residents age in place. These include onsite resident service coordinators and a community nurse that coordinate health and wellness education programs and help residents connect with local services such as community-based care.

Located in urban south Asheville, Givens Gerber Park is conveniently located on public transportation routes and within minutes of retail stores, pharmacies and restaurants.

Givens Gerber Park was financed with Housing Credits awarded by the NC Housing Finance Agency.

Contact: Teresa Stephens, Affordable Communities Director, Givens Communities, 828-771-2204

Northstone, Hickory

Identified as having the oldest housing stock in the state, Catawba County has long struggled to meet affordable housing needs. Habitat for Humanity of Catawba Valley has found a way to address that. Weaving together private and public funds, the Habitat purchased a subdivision in 2010 that today stands as the county's first mixed-income community. When finished, Northstone will consist of 10 affordable and 8 market rate single-family homes.

The homes' architecture evokes a traditional 1920s bungalow charm, enhanced with wooden siding, historic paint colors and architectural roofing shingles. The homes range in size from two- to four-bedroom single-family homes from 1,100 to 1,300 square feet. Each home comes with attached storage space at the back of the home.

The homes feature sealed crawl spaces, dehumidification

systems and indoor air quality modifications to improve health of homeowners and their families. Built to the U.S. Department of Energy's Zero Energy Ready standards, Northstone includes two homes that were certified as the first Zero Energy Ready homes in the state in 2016. All homes are handicap accessible and can be easily adapted to accommodate homeowners with disabilities.

Habitat sought to develop the mixed-income community based on research that indicates that children living in mixed-income neighborhoods have 16% higher earnings as adults and generate \$22,000 of additional tax-based revenue in their lifetimes.

Habitat prepares buyers to be successful homeowners with Habitat 101, an intensive pre-purchase curriculum. Buyers also take a financial literacy class and home maintenance and landscaping classes prior to closing on their homes.

The average sales price of the homes is \$130,000. The NC Housing Finance Agency provided zero-interest participation loans to the Habitat for Northstone, and the City of Hickory contributed funds for down payment assistance.

Contact: Mitzi Gellman, executive director, Habitat for Humanity of Catawba Valley, 828-328-4663

Ole Asheboro and Southside, Guilford County

Two communities in Guilford County have gained new housing opportunities for home buyers and homeowners alike through a mixture of construction and rehabilitation. Leveraging public and private dollars and the work of local partners, Community Housing Solutions has preserved and expanded affordable housing options in Greensboro and High Point for older homeowners hoping to age in place and young home buyers raising families in the area.

In both the Ole Asheboro Neighborhood and the Southside Neighborhood, Community Housing Solutions received discounted and vacant lots from the cities of Greensboro and High Point as well as development subsidies for the rehabilitation of existing homes. Both neighborhoods feature new and rehabilitated homes with three bedrooms

approximately 1,500 square feet and sales prices ranging from \$95,000 to \$105,000. All homes are built to SystemVision standards to ensure low heating and cooling costs to help keep the homes affordable for homeowners.

In Ole Asheboro, one of Greensboro's oldest neighborhoods, architectural standards were adopted for the new homes to match the community's 1900s style. These homes are the latest in a two-decade revitalization effort that includes a new church, business growth and the repair of older homes by Community Housing Solutions. These efforts have helped more than 30 homeowners in Ole Asheboro, including elderly and disabled citizens who can now age in place due to critical repairs and accessibility modifications. In Southside, repair of existing homes and the creation of new ones has helped lower crime rates in the community and has inspired ongoing public-private partnerships that have so far brought together 150 volunteers to repair 11 homes for owners who may have otherwise had to move.

The NC Housing Finance Agency provided zero-interest, deferred second mortgages up to 20 percent of the purchase price for new home buyers in both communities, and the state's Housing Trust Fund dollars helped finance the home repairs.

Contact: Gene Brown, executive director, Community Housing Solutions, 336-676-6986.

The Village at Stone Creek, Asheboro

The Village at Stone Creek in Asheboro first opened to residents in 1992, and over the decades, high vacancy rates and escalating crime made the property ripe for a full-scale makeover. The renovation of the development's seven buildings resulted in 56 apartment homes for working families and sparked praise and support from the City of Asheboro and its police force.

The complete rehabilitation of the community by Halcon Development and East Point Homes included extensive demolition and reconstruction, regrading of the land and the installation of new kitchens, bathrooms, mechanical systems and more. The end result are two- and -three-bedroom

garden apartments spanning in size from 800 to 1,000 square feet, with rents ranging from \$474 to \$585.

The renovation ultimately reduced the crime rate in the neighborhood and surrounding community as the new owners and management company worked closely with the Asheboro Police Department and neighbors to address safety concerns and implement crime prevention.

Rehabilitation of the Village at Stone Creek was financed by Housing Credits awarded by the NC Housing Finance Agency and investments from the state’s Housing Trust Fund and Workforce Housing Loan Program.

Contact: Traci Dusenbury, developer, Halcon Development, 804-320-1367

###



HOME
BUYERS

- Buy a Home
- Find a Lender
- Find an Agent

CURRENT
HOMEOWNERS

- Manage Your Loan
- Repair Your Home
- Avoid Foreclosure

HOME OWNERSHIP
PARTNERS

- Online Lender Services
- Our Mortgage Products
- Become a Community Partner

PRESS &
INVESTORS

- Press Releases
- Press Contacts
- Investor Information

RENTAL HOUSING
PARTNERS

- Rental Developers
- Supportive Housing Developers
- Rental Owners and Managers



© 2018. All rights reserved. [Privacy Policy](#). Website design and Drupal development by [Coalmarch](#).

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 25, 2018 and before the City Council of the City of High Point on November 5, 2018 regarding **Zoning Map Amendment Case 18-13 (ZA-18-13)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 16, 2018, for the Planning and Zoning Commission public hearing and on October 24, 2018 and October 31, 2018, 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 5, 2018**.

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: **Residential Single Family – 3 (R-3) District**. The property is approximately 2.6 acres consisting of 1) a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive (Davidson County Tax Parcel 01008D0000002A) and 2) a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley Davidson County Tax Parcels 01008D00000013.

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.

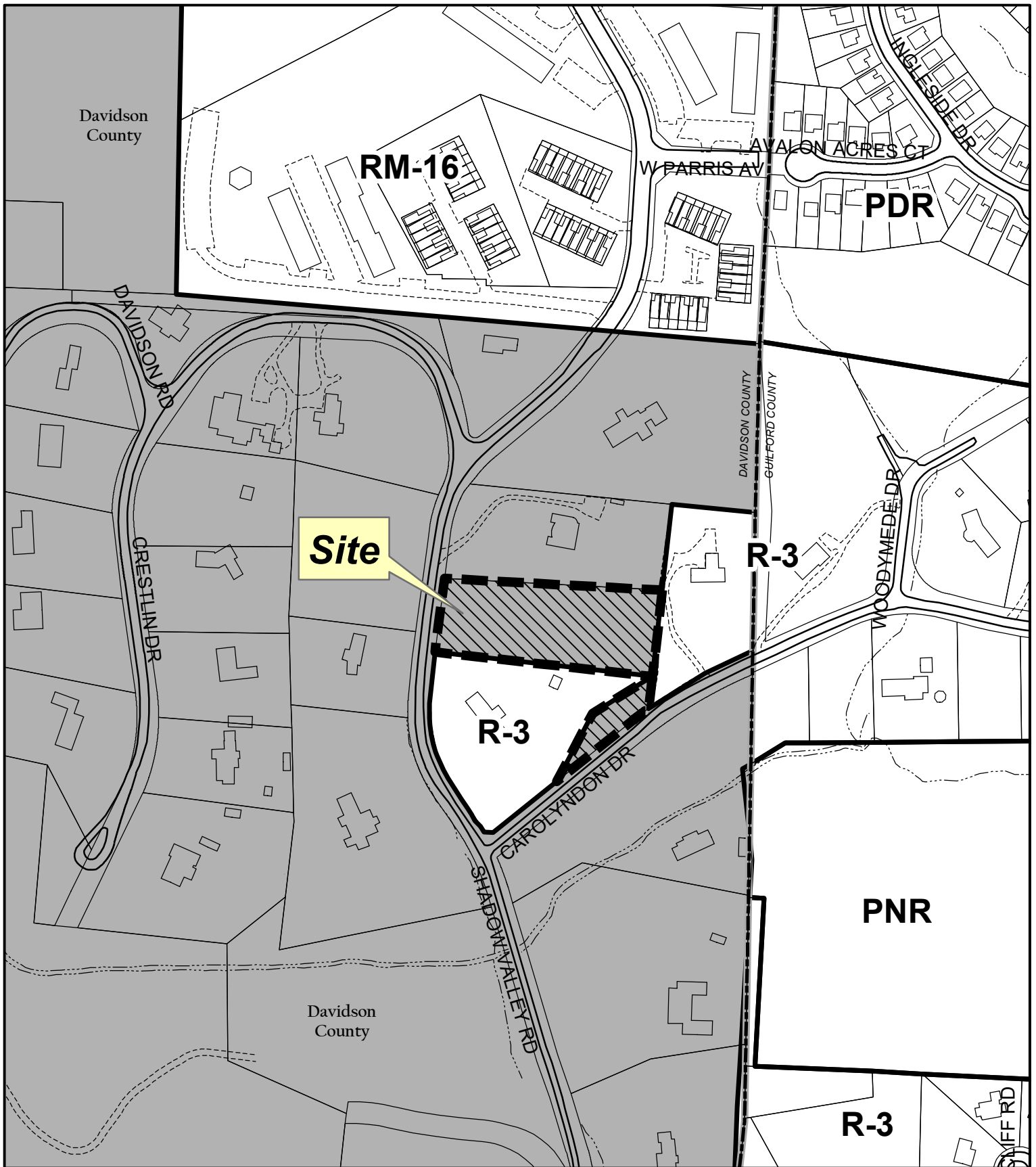
SECTION 3

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.
5th day of November, 2018.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-18-13

**From: Davidson County Residential Single Family (RS)
To: High Point Residential-3 (R-3)**

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

**Planning & Development
Department**

City of High Point



Scale: 1"=300'

G:\Planning\Secure\BAC\ZMA\2018\MXD\za18-13

USE AND OPERATING AGREEMENT

This Use and Operating Agreement ("Agreement") is made and entered into this 31st day of January, 2018 ("Effective Date"), by and among the **CITY OF HIGH POINT, NORTH CAROLINA** ("City"), a municipal corporation, incorporated under the laws of the State of North Carolina, **HIGH POINT BASEBALL, INC.** ("Team"), a non-profit corporation organized and existing under the laws of the State of North Carolina, and **HIGH POINT DOWNTOWN STADIUM FOUNDATION** ("Operator"), a non-profit corporation organized and existing under the laws of the State of North Carolina (City, Team and Operator are sometimes referred to herein individually as a "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS; City intends to construct on the Land (as defined herein) a multi-use sports and entertainment facility with fixed seating capacity for approximately 4,000 attendees for use as the home venue for a minor league professional baseball team and in connection with other sporting and entertainment events ("Stadium"), subject to the terms and conditions set forth herein. City intends for Stadium to help spur economic development in the downtown core, create new jobs, provide additional disaster relief staging areas, and to enhance the quality of life for its citizens; and

WHEREAS, Team, as a non-profit organization, intends to locate and operate a minor league professional baseball team in the City at the Stadium (as defined herein), subject to approval of the Sanctioning Association (as defined herein). Operator, as a non-profit organization, intends to manage, maintain and be responsible for the operation of the Stadium; and

WHEREAS, having a professional baseball team operate a full-season schedule in Stadium with common ownership that shall maintain the Premises (as defined herein) and manage and be responsible for the operation of Stadium is critical to Stadium's long-term sustainability and greatly lessens City's burden associated with downtown economic development and related efforts.

NOW THEREFORE, in consideration of the payments herein required to be made by Operator and Team, and the covenants and agreements hereinafter contained to be kept and performed by City, Team and Operator, City agrees to authorize Team to occupy, and Operator to occupy, manage and operate the Premises (as defined below) for the term and upon and subject to the terms and conditions hereinafter stated:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms, for the purposes of this Agreement, shall have the meanings set forth below:

- (a) "Abandonment of Premises" means that the Premises become vacant or deserted for a continuous period of sixty (60) days, except by reason of Force Majeure.
- (b) "Act of Bankruptcy" means the commencement of a bankruptcy or similar proceeding by or against City, Team or Operator, including, but not limited to, the following: the making of a general assignment for the benefit of creditors, the commencing of a voluntary or involuntary case under the Federal Bankruptcy Code or the filing of a petition thereunder, petitioning or applying to any tribunal for the appointment of, or the appointment of, a receiver, or any trustee for a

substantial part of the assets of such person, commencing any proceeding under any bankruptcy, reorganization, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; provided, however, that with respect to the filing of an involuntary petition in Bankruptcy or other involuntary commencement of a bankruptcy or similar proceeding, such petition or proceeding shall fail to be dismissed within ninety (90) days of its filing or commencement.

- (c) "Affiliate" means a Person who directly or indirectly controls, is controlled by or under common control with, Team or Operator. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.
- (d) "Agreement Year" means each consecutive twelve (12) month period commencing on the Commencement Date and thereafter on each anniversary of the Commencement Date.
- (e) "Architect" means Odell Associates, Inc., or such other architect selected by the City in accordance with City's selection process, to design the Project Improvements.
- (f) "Architect's Contract" means the services contract between City and the Architect for, among other things, the preliminary design of the Project Improvements, and participation on the Design-Build Project, as the same may be amended, supplemented, modified, renewed, extended or replaced from time to time.
- (g) "Authorized Representatives" means such officers, employees or other representatives of City, Team and Operator, respectively, authorized by such party to act on its behalf under Article XIII of this Agreement as certified to the other in writing.
- (h) "Business Day" means any day which is not a Sunday, a Saturday, or a legal holiday of City.
- (i) "Capital Repair, Maintenance and Improvements Account" shall mean the account held by City for the benefit of Capital Repair, Maintenance and Improvements on the Premises and funded and disbursed pursuant to Section 7.3.
- (j) "Capital Repair, Maintenance and Improvements" shall mean any and all design, permitting, labor, repairs, maintenance, materials or other improvements related to any structural modifications, repair or maintenance to Stadium or related to such work which is reasonably necessary to repair, restore, refurbish or replace the Premises' elevators, HVAC system, generator, and fire monitoring and suppression system, if such work is necessitated by: (a) any material defects in design, construction or installation of the Premises by or on behalf of the City; (b) Physical Obsolescence of a portion or component of the Premises (including replacement necessitated by repeated breakdown of a component of the Premises despite efforts to repair or restore it short of such replacement); (c) modifications

required by applicable Governmental Rule; or (d) any other design, permitting, labor, repairs, maintenance, materials or other improvements intended to ensure age, use, ordinary wear and tear and deterioration of the Premises do not materially adversely impact its use or the cost to maintain the Premises, and to prevent Physical Obsolescence of any asset (excluding Operational Maintenance obligations of the Operator pursuant to Section 7.1). The term "Capital Repair, Maintenance and Improvements" shall not include (i) any Operational Maintenance, (ii) any casualty repair work pursuant to Section 12.1, (iii) any condemnation repair work pursuant to Section 12.2, (iv) the portion of any contract for the performance of any of the foregoing, (v) Operator's Remedial Work, (vi) maintenance or repairs on any property, including Removables, owned by Operator or Team, or (vii) the Premises as initially constructed (as of Substantial Completion).

- (k) "City" shall have the meaning ascribed to it in the Preamble or any successor thereto or assignee thereof permitted by this Agreement.
- (l) "City Default" shall have the meaning ascribed to it in Section 11.1.
- (m) "City Event(s)" shall have the meaning ascribed to it in Section 7.16.
- (n) "City's Contribution" shall mean the City's obligation to pay up to Thirty-Six Million One Hundred Thousand Dollars (\$36,100,000.00) toward the payment of Project Costs. Notwithstanding anything herein to the contrary, the Parties understand that any City obligation for Project Costs exceeding Thirty-Six Million One Hundred Thousand Dollars (\$36,100,000.00) shall require the approval of the City.
- (o) "City's Remedial Work" shall have the meaning ascribed to it in Section 13.13.
- (p) "Commencement Date" means the first to occur of (i) the Substantial Completion date or (ii) the date on which Operator opens the Stadium for an open to the public general admission event (excluding pre-opening tours and events for charities, suite holders or season ticket holders). Occurrence of the Commencement Date prior to the Substantial Completion date as contemplated by this definition shall in no event be construed to release or waive City's obligations hereunder to cause Substantial Completion of the Project Improvements Work to occur.
- (q) "Comparable Facilities" means 4,000-6,000 capacity minor league baseball stadiums constructed in the eight (8) years prior to the Effective Date within urban downtown neighborhoods; provided, however, that in determining compliance with any "Comparable Facilities" standard or requirement set forth in this Agreement, such stadiums shall be looked at together and no one stadium nor any individual system or component at any such stadium shall be looked at alone.
- (r) "Default Rate" means the lesser of (i) the Prime Rate plus three percent (3%) and (ii) the maximum per annum rate of interest permitted to be charged either party by applicable Governmental Rule.

- (s) "Design-Build Contract" means the construction contract between City and the Project Contractor for the design and construction of the Project Improvements, as the same may be amended, supplemented, modified, renewed, extended or replaced from time to time with the consent of City.
- (t) "Effective Date" shall have the meaning given it in the Preamble of this Agreement.
- (u) "Environmental Law" means any applicable federal, state, or local Governmental Rule relating to protection of natural resources or the environment.
- (v) "Event of Default" shall have the meaning ascribed to it in Article XI.
- (w) "Exclusive Use Areas" shall mean the areas that are identified in Exhibit "B" attached hereto and made a part hereof which are reserved for the exclusive use of the Team and Operator during the Term. "Exclusive Use Areas" shall include the "home" locker room. The City, Team and Operator intend that the City, Team and Operator will execute the Exclusive Use Lease Agreement prior to the Commencement Date.
- (x) "Exclusive Use Lease Agreement" shall mean that certain Exclusive Use Lease Agreement to be entered by and among City, Team and Operator granting Team and Operator a leasehold interest in the Exclusive Use Areas, substantially in the form attached hereto as Exhibit "C".
- (y) "Final Completion" means the final completion of all aspects of such work and improvements in accordance with all Governmental Rules and in accordance with the Minimum Project Requirements, including, but not limited to, the completion of all punch-list items. Substantial Completion of such work and improvements is a prerequisite to Final Completion of the same.
- (z) "Final Notice" shall have the meaning ascribed to it in Section 11.5.
- (aa) "Force Majeure" means the occurrence of any of the following, but only for the period of time, if any, that the performance of a Party's material obligations under this Agreement are actually delayed or prevented thereby: Acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, fires, restraining of government and people, civil disturbances, explosions, nuclear accidents, wars, part or entire failure of utilities, or any other cause not reasonably within the control of the party claiming inability to perform due to such cause.
- (bb) "Governmental Authority" means any federal, state or local government, agency, court, commission or other body with jurisdiction over the matter in question.
- (cc) "Governmental Rule" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

- (dd) "Hazardous Materials" means any substance or material, including asbestos, now or hereafter defined or listed by any Governmental Authority as a hazardous substance, hazardous material, or hazardous waste, and terms of similar meaning, and shall include, without limitation, petroleum products.
- (ee) "Land" means the land described on Exhibit "A" attached hereto and made a part hereof.
- (ff) "Minimum Concession Improvements Requirements" means the interior and exterior improvements, build out and equipment required for food and beverage concession operations at the Stadium, as described in the Project Plans.
- (gg) "Minimum Personal Property Requirements" means all reasonable improvements, fixtures, equipment, systems, facilities, features and amenities necessary to operate, repair, and maintain the Project Improvements. Minimum Personal Property Requirements shall not include equipment intended for on-field use solely by the members of the minor league baseball team in connection with the playing of baseball games, warm-ups, practices, training rooms or weight training activities.
- (hh) "Minimum Project Requirements" shall mean the improvements, fixtures, equipment, systems, facilities, features and amenities required pursuant to this Agreement, including, without limitation, the Minimum Stadium Requirements, the Minimum Personal Property Requirements and the Minimum Concession Improvements Requirements, the Project Construction Documents, all applicable Governmental Rules, the Project Plans and the requirements of the Sanctioning Association.
- (ii) "Minimum Stadium Requirements" means all improvements, fixtures, equipment, systems, facilities, features and amenities which are described in the Project Plans.
- (jj) "Mortgage" shall have the meaning ascribed to it in Section 10.5.
- (kk) "Naming Rights" shall have the meaning ascribed to it in Section 7.10.
- (ll) "Management Commissions" shall have the meaning ascribed thereto in Section 4.3.
- (mm) "Management License Fee" shall have the meaning ascribed thereto in Section 4.3.
- (nn) "Operational Maintenance" shall have the meaning ascribed to it in Section 7.1.
- (oo) "Operator" shall have the meaning ascribed to it in the Preamble or any successor thereto or assignee thereof permitted by this Agreement.
- (pp) "Operator or Team Default" shall have the meaning ascribed to it in Section 11.3.

- (qq) "Operator Event(s)" shall mean any event that is conducted or sponsored, organized or scheduled by the Operator, its licensee or designee, but not including Team Games or City Events.
- (rr) "Operator's Remedial Work" shall have the meaning ascribed to it in Section 13.12.
- (ss) "Person" means any association, individual, corporation, governmental entity, partnership, joint venture, business association, estate or any other organization or entity.
- (tt) "Physical Obsolescence" and "Physically Obsolete" means any Project Improvements (and, for the avoidance of doubt, not including Removables or any other property owned by Team or Operator) which does not comply with applicable Governmental Rule or has become dysfunctional due to defects in design, materials or workmanship or ordinary wear and tear other than as a result of Operator's failure to perform its Operational Maintenance obligations under the Agreement. For purposes of determining Physical Obsolescence or Physically Obsolete, any equipment, fixture, furnishing, facility, surface, structure or any other component shall be deemed dysfunctional if such equipment, fixture, furnishing, facility, surface, structure or any other component has deteriorated to a degree that cannot be remedied through Operational Maintenance (including replacement necessitated by repeated breakdown of a component despite efforts to repair or restore it short of replacement).
- (uu) "Premises" means (i) the Land; (ii) the Stadium; and (iii) any other buildings, structures, additions, improvements, equipment, fixtures and facilities directly related to the Stadium, and all appurtenances to the same, which are in the future constructed on the Land, pursuant to the terms and conditions herein.
- (vv) "Prime Rate" means the per annum rate of interest from time to time published by the *Wall Street Journal* as the "prime rate".
- (ww) "Priority Dates for City Events" shall have the meaning ascribed to it in Section 7.16.
- (xx) "Project" means the Stadium, together with all the other Project Improvements.
- (yy) "Project Change Order" shall have the meaning ascribed to it in Section 3.6.
- (zz) "Project Contractor" means Samet Corporation, or such other general contractor for the Project as may be selected by the City in accordance with City's selection process.
- (aaa) "Project Construction Documents" means any and all contracts, documents or other instruments entered into by or on behalf of City for the design, management, monitoring or performance of the Project Improvements Work, including, but not limited to, the Project Plans and Design-Build Contracts.
- (bbb) "Project Costs" means all of the costs incurred or to be incurred on behalf of City in order to cause Final Completion of the Project Improvements Work, including,

but not limited to: (a) all amounts payable under any of the Project Construction Documents; (b) costs for project management services; (c) all other costs incurred by City and paid to third parties to fulfill its obligations under the Agreement and Project Construction Documents to develop, construct, equip or furnish the Project including management fees and fees and expenses of architects, engineers, testing firms, or other consultants (not including legal costs, accountants, attorneys or other administrative personnel) necessary to complete the design, development, construction, equipping and furnishing of the Project Improvements, including approved Project Change Orders and including off-Premises allowances for upfit of Team's office space, team store and ticket office; (d) all other costs in connection with the operation and maintenance of the Land prior to the Commencement Date, including all remediation and abatement costs arising from removal of Hazardous Materials or addressing environmental conditions; (e) development costs and fees associated with the Project Improvements, (f) all finance issuance costs incurred by City, and/or on behalf of City, with respect to the Project including any reserve funds or capital or repair accounts; and (g) and all insurance premiums on all policies of insurance required to be carried by City prior to Substantial Completion. Notwithstanding anything herein to the contrary, City agrees to fund the City's Contribution toward the Project Improvements, and Operator agrees to fund the costs of Project Improvements in excess of City's Contribution, but only to the extent that Operator has initiated and consented to any such Project Improvements in accordance with Article III of this Agreement, and specifically in accordance with Sections 3.2 and 3.6 therein. The term "Project Costs" excludes, however, costs not directly related to the fulfillment of City's obligations under this Agreement to cause Final Completion of the Project Improvements Work, including: (i) any costs paid from the proceeds of insurance recoveries; (ii) Land acquisition costs, (iii) costs to obtain (other than those on the Premises) any necessary easements, rights of way, or other infrastructure improvements; or (iii) legal costs, accountants, and attorneys.

- (ccc) "Project Improvements" means the Stadium and all other improvements, fixtures, equipment, systems, facilities, features, amenities and appurtenances to be situated on the Land and owned by City, all as described more fully in this Agreement, including the Minimum Project Requirements, and specifically excluding Removables.
- (ddd) "Project Improvements Work" means the design, development, construction, furnishing, equipping and placement in service and Final Completion of the Project Improvements at and within the Land in accordance with the Minimum Project Requirements.
- (eee) "Project Plans" means individually and collectively, the concept drawings, schematic drawings, design development drawings and detailed working drawings and specifications for the Project Improvements (including the Minimum Project Requirements) dated as of November 20, 2017 (as may be amended thereafter upon mutual agreement among Project Contractor, City and Operator) and prepared by the Project Contractor and/or Architect. The Project Plans are attached hereto and incorporated by reference herein at Exhibit D.
- (fff) "Removables" shall have the meaning ascribed thereto in Section 5.4.

- (ggg) "Sanctioning Association" means the Atlantic League of Professional Baseball, its entities or affiliates, and any other baseball association that Operator certifies to City's reasonable satisfaction is a comparable baseball association that sanctions professional baseball teams.
- (hhh) "Seat Rights" shall have the meaning ascribed thereto in Section 7.9.
- (iii) "Stadium" shall have the meaning ascribed to it in the Recitals.
- (jjj) "State" means the State of North Carolina.
- (kkk) "Substantial Completion" (or "Substantially Complete") means the stage in the progress of the Project Improvements Work when the Project Improvements Work is (i) sufficiently complete in accordance with the Minimum Project Requirements so that Operator can occupy and use the Project Improvements for their intended purpose, (ii) the Minimum Project Requirements and substantially all other improvements, equipment and systems included in the Project Improvements are operational as designed and scheduled, (iii) all governmental inspections and certifications required for occupancy and operation have been made and posted, (iv) the Project Contractor's instruction of Operator's designated personnel in the operation of material equipment and systems has been completed, and (v) the only Project Improvements Work that remains is minor in nature, has been identified on a punch list, and may be completed without interfering with Operator's operation of the Premises.
- (lll) "Team" shall have the meaning ascribed to it in the Preamble or any successor thereto or assignee thereof permitted by this Agreement. Team further means a minor league professional baseball club approved by the Sanctioning Association to play baseball in the Stadium beginning in 2019.
- (mmm) "Team Game(s)" shall mean all minor league professional baseball games, including, without limitation, preseason games, exhibition games, regular season games, postseason games and any all-star game.
- (nnn) "Term" shall have the meaning ascribed thereto in Section 4.2.
- (ooo) "Unacceptable Condition" shall mean the existence of any one of the following conditions but only to the extent the same is not the result of the failure of Operator to perform its obligations as required under this Agreement:
 - (i) The Premises are not in compliance with rules and regulations in effect on the Effective Date of the applicable Sanctioning Association for any reason, the result of such non-compliance is that the Sanctioning Association, or its rules, prohibit Operator or Team from conducting sanctioned games or authorizes the Sanctioning Association to assess fines or penalties, and City fails to cause the same to be placed into compliance within a reasonable time following City's receipt of written notice of such non-compliance (City hereby agreeing to perform such work as necessary to keep the Premises in compliance);

- (ii) The use or occupancy of the Premises for baseball games is not permitted under applicable Governmental Rule or is restricted in any material respect under applicable Governmental Rule, including, but not limited to, denial of access; or
- (iii) The use or occupancy of thirty percent (30%) or more of any of the public seating areas, or other public areas, collectively, within the Premises is materially restricted by City or are unusable (and not replaced by suitable temporary accommodations) for a period of sixty (60) consecutive days or ninety (90) days out of any consecutive one hundred eighty (180) day period; or
- (iv) The use or occupancy of thirty percent (30%) or more of the private suites or thirty percent (30%) or more of the concession areas within the Premises is materially restricted by City or unusable during the Team's season for a period of sixty (60) consecutive days or ninety (90) days out of any consecutive one hundred eighty (180) day period.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties by City. City makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) City is a municipal corporation, incorporated under the laws of the State, existing and in good standing under the laws of the State, and has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The execution, delivery and performance by City of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of City.
- (b) Each of the agreements related to the subject matter of this Agreement to which City is a party, including this Agreement, have been duly executed and delivered by duly authorized representatives of City, and constitute valid and binding obligations of City, enforceable against City in accordance with their respective terms
- (c) There is no litigation now pending or, to City's knowledge, threatened challenging the powers of City with respect to this Agreement or that is expected to have a material adverse effect on the ability of the City to perform its obligations under this Agreement.
- (d) The execution, delivery and performance of this Agreement and any of the transactions or documents contemplated hereby or thereby or compliance with the terms and provisions hereof or thereof do not and will not (i) violate any Governmental Rule of any Governmental Authority applicable to City, which violation would materially and adversely affect the ability of City to perform its obligations under this Agreement or the transactions or documents contemplated hereby or thereby; (ii) conflict with or would result in the breach of, or constitute a default under, this Agreement or the transactions or documents contemplated hereby or thereby or any other contract, lease, indenture, loan agreement,

mortgage, deed of trust or other agreement or instrument to which City is a party or by which City or its property may be bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of City under the term of any instrument or agreement which conflict, breach, default or encumbrance would materially and adversely affect the ability of City to perform its obligations under this Agreement or any of the transactions or documents contemplated hereby or thereby; or (iii) violate the charter of City. No consent, approval, authorization or order of any Governmental Authority or other regulatory authority, agency, commission or board of arbitration was or will be required in connection with the execution, delivery and performance by City of this Agreement or the transactions or documents contemplated hereby or thereby, or compliance with the terms and provisions hereof or thereof, except (i) such as have been obtained and are in full force and effect, (ii) any permits required to be obtained with respect to the construction of the Project, (iii) the approval of the North Carolina Local Government Commission with respect to the issuance of any debt, and (iv) the approvals contemplated by Section 13.23.1.

- (e) To the best of City's knowledge, no event has occurred and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default, breach, or default with respect to or on the part of City under this Agreement, any of the Project Construction Documents to which it is a party, or that could materially adversely affect the ability of City to perform its obligations hereunder or thereunder.

Section 2.2. Representations and Warranties by Operator. Operator makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Operator is a non-profit corporation duly organized under the laws of the State of North Carolina and duly qualified to do business in the State, is in good standing in the State and has power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The execution, delivery and performance by Operator of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Operator.
- (b) Each of the agreements to which it is a party related to the subject matter of this Agreement, including this Agreement, have been duly executed and delivered by duly authorized officers of Operator, and constitute valid and binding obligations of Operator, enforceable against Operator in accordance with their respective terms.
- (c) There is no litigation now pending or, to Operator's knowledge, threatened, challenging the corporate existence of Operator and there is no pending, or to Operator's knowledge, threatened action or proceeding before any court or administrative agency that individually (or in the aggregate in the case of any group of related lawsuits) is expected to have a material adverse effect on the financial condition of Operator or the ability of Operator to perform its obligations under this Agreement.

- (d) The execution, delivery and performance of this Agreement and any of the transactions or documents contemplated hereby or thereby or compliance with the terms and provisions hereof or thereof do not and will not (i) violate any Governmental Rule of any Governmental Authority applicable to Operator or any of its Affiliates, which violation would materially and adversely affect the ability of Operator to perform its obligations under this Agreement or the transactions or documents contemplated hereby or thereby; (ii) conflict with or would result in the breach of, or constitute a default under, this Agreement, or any other contract, lease, indenture, loan agreement, mortgage, deed of trust or other agreement or instrument to which Operator is a party or by which Operator or its property may be bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Operator under the term of any instrument or agreement, which conflict, breach, default or encumbrance would materially and adversely affect the ability of Operator to perform its obligations under this Agreement or the transactions or documents contemplated hereby or thereby; or (iii) violate the charter, articles of incorporation or bylaws of Operator. No consent, approval authorization or order of any Governmental Authority or other regulatory authority, agency, commission or board of arbitration was or will be required in connection with the execution, delivery and performance by Operator of this Agreement or the transactions or documents contemplated hereby or thereby or compliance with the terms and provisions hereof, except (i) such as have been obtained and are in full force and effect, (ii) any permits required to be obtained with respect to the construction of the Project and (iii) the approvals contemplated by Sections 13.23.1 and 13.23.5.
- (e) Operator has duly and validly obtained all material certificates, licenses and permits from all public authorities, both federal and state, required as of the Effective Date to enable Operator to carry on its business as it is now conducted and to enter into this Agreement.
- (f) To the best of Operator's knowledge, no event has occurred and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default with respect to or on the part of Operator under this Agreement or that could materially adversely affect the ability of Operator to perform its obligations hereunder.

Section 2.3. Representations and Warranties by Team. Team makes the following representations and warranties as the basis for the undertakings on its part herein contained:

- (a) Team is a non-profit corporation duly organized under the laws of the State of North Carolina and duly qualified to do business in the State, is in good standing in the State and has power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The execution, delivery and performance by Team of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Team.
- (b) Each of the agreements to which it is a party related to the subject matter of this Agreement, including this Agreement, have been duly executed and delivered by

duly authorized officers of Team, and constitute valid and binding obligations of Team, enforceable against Team in accordance with their respective terms.

- (c) There is no litigation now pending or, to Team's knowledge, threatened, challenging the corporate existence of Team and there is no pending, or to Team's knowledge, threatened action or proceeding before any court or administrative agency that individually (or in the aggregate in the case of any group of related lawsuits) is expected to have a material adverse effect on the financial condition of Team or the ability of Team to perform its obligations under this Agreement.
- (d) The execution, delivery and performance of this Agreement and any of the transactions or documents contemplated hereby or thereby or compliance with the terms and provisions hereof or thereof do not and will not (i) violate any Governmental Rule of any Governmental Authority applicable to Team or any of its Affiliates, which violation would materially and adversely affect the ability of Team to perform its obligations under this Agreement or the transactions or documents contemplated hereby or thereby; (ii) conflict with or would result in the breach of, or constitute a default under, this Agreement, or any other contract, lease, indenture, loan agreement, mortgage, deed of trust or other agreement or instrument to which Team is a party or by which Team or its property may be bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Team under the term of any instrument or agreement, which conflict, breach, default or encumbrance would materially and adversely affect the ability of Team to perform its obligations under this Agreement or the transactions or documents contemplated hereby or thereby; or (iii) violate the charter, articles of incorporation or bylaws of Team. No consent, approval authorization or order of any Governmental Authority or other regulatory authority, agency, commission or board of arbitration was or will be required in connection with the execution, delivery and performance by Team of this Agreement or the transactions or documents contemplated hereby or thereby or compliance with the terms and provisions hereof, except (i) such as have been obtained and are in full force and effect, (ii) any permits required to be obtained with respect to the construction of the Project and (iii) the approvals contemplated by Sections 13.23.1 and 13.23.5.
- (e) Team has duly and validly obtained all material certificates, licenses and permits from all public authorities, both federal and state, required as of the Effective Date to enable Team to carry on its business as it is now conducted and to enter into this Agreement.
- (f) To the best of Team's knowledge, no event has occurred and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default with respect to or on the part of Team under this Agreement or that could materially adversely affect the ability of Team to perform its obligations hereunder.
- (g) Team or its Affiliate has entered into a binding purchase agreement to secure the right to own and operate a member club of the Atlantic League of Professional Baseball team in City beginning in the 2019 playing season, and pursuant to such binding purchase agreement, such right shall be granted by Sanctioning

Association; Team or its Affiliate shall locate such team in City and play all Team Games and any all-star games awarded to Team by the Sanctioning Committee at the Stadium.

ARTICLE III PROJECT DEVELOPMENT

Section 3.1. Project Design. City will enter into the Design-Build Contract and, except as set forth herein, shall be solely responsible for the payment of all fees and reimbursable expenses due and payable from time to time under the Design-Build Contract, in an amount up to and not to exceed City's Contribution. Subject to Force Majeure, City shall be responsible for the timely completion of the design of the Project. The Project Plans shall be in compliance with applicable written rules and regulations of the Sanctioning Association in effect on the Effective Date. Team and Operator agree to assist City with respect to ensuring such compliance with the applicable rules and regulations of the Sanctioning Association.

Section 3.2. Project Improvements. City agrees to fund the City's Contribution toward the Project Costs, including the Project Improvements. Moreover, should Operator require any changes to the Minimum Project Requirements or the Project Plans, or if Operator proposes a Project Change Order which is approved pursuant to this Agreement, and such changes or Project Change Order result in the Project Costs exceeding City's Contribution, unless otherwise mutually agreed, Operator agrees to be solely responsible for the payment of such amounts in excess of City's Contribution, and shall timely deposit with City in such manner as City and Operator shall determine such additional amounts for the purpose of funding the Project Improvements, including any applicable Project Change Orders. City shall enter into a Design-Build Contract for the Project Improvements Work for the Project Improvements, in accordance with the Minimum Project Requirements. The Project Plans (including detailed plans and specifications) shall be developed and prepared by the Architect at City's expense and direction. Any changes to the final Project Plans shall be subject to the prior approval of City.

Section 3.3. Access to the Project. Operator and its agents, contractors, licensees, and concessionaires shall have the right of access at normal construction hours during the construction period, for themselves and their authorized representatives, to the Land and the Project Improvements and all portions thereof for the following purposes, without charges or fees, provided Operator and all such agents, contractors, licensees, and concessionaires (i) notify City at least two Business Days in advance of such proposed entry (except in the case of tours pursuant to Section 3.3(e), herein, for which reasonable notification and documentation is required), (ii) do not hinder or interfere with the Project Improvements Work or the activities of City's contractors, (iii) take such reasonable protective precautions or measures as City or the Project Contractor may request, given the stage of the Project Improvements Work at the time of such entry; and (iv) comply with the provisions of the Design-Build Contract relating to City's rights to access: (a) conducting inspections for purposes of determining compliance with this Agreement; (b) construction and installation of any improvements permitted by the Agreement so long as, in either case, Operator does not unreasonably interfere with the construction of the Project Improvements Work by the Project Contractor; (c) equipping locker room and related facilities for Team or Operator; (d) installation of any additional fixtures or equipment desired by Team or Operator; (e) tours of the Land and Project Improvements sponsored by Team or Operator; and (f) the erection and maintenance of billboards and signs during the construction period consistent with Team's or Operator's advertising rights under this Agreement. Prior to Operator starting any work on the Premises, it shall obtain and cause all of its contractors and subcontractors to obtain insurance in amounts and upon terms reasonably acceptable to City (but not exceeding the requirements City imposes on contractors working on City property). Any entry, access or occupancy provided to Operator pursuant to the terms of this Section 3.3 shall not be deemed to be acceptance of the Project Improvements Work or commence the Term. Team and Operator

shall cooperate with City in all aspects of the development and construction of the Stadium and not unreasonably hinder, delay or interfere with the development and construction of the Project Improvements.

Section 3.4. Schedule for Substantial Completion. City shall use its best efforts to cause Substantial Completion of the Project Improvements Work to occur, or to obtain a temporary certificate of occupancy for the Project Improvement Work (a "Temporary CO") on or before ten (10) days prior to the first scheduled home Team Game of the 2019 ALPB season.

Section 3.5. Performance and Payment Bonds. For any construction work at Premises to be performed by or on behalf of Operator, prior to Operator commencing any construction project estimated to cost greater than Five Hundred Thousand Dollars (\$500,000), Operator (or its contractor(s)) shall provide to City for its approval a statutory form payment and performance bond for such project. The requirement to provide such bond may be waived by the City in its sole discretion.

Section 3.6. Change Orders. No changes in plans or specifications shall be made to the Project, the Project Plans or the Minimum Project Requirements unless agreed to in a written change order ("Project Change Order") approved in writing by City and Operator. City shall consider, in good faith, any requests or suggestions made by Operator with respect to any Project Change Order. Unless otherwise agreed with respect to any specific Project Change Order, the Party submitting the proposed Project Change Order shall be responsible for all costs (and shall receive the benefit of any deduction): (i) relating to the preparation of such Project Change Order, and (ii) associated with the additional Project Improvements Work resulting from such approved Project Change Order. If a Project Change Order is submitted by Operator and approved in accordance with this Section, Operator must submit the budgeted costs of the resulting Project Improvements Work to City prior to commencement of such Project Improvement Work, as described more fully in Sections 3.1 and 3.2 herein.

ARTICLE IV ENGAGEMENT OF THE OPERATOR; TERM; FEES

Section 4.1. Engagement of the Operator.

4.1.1 In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the City hereby engages the Operator, and the Operator hereby accepts such engagement, to manage, operate and promote the Premises, with the right, consistent with Operator's not-for-profit status, to exploit the economic rights arising out of or relating to the Premises as provided for in this Agreement. On the Commencement Date, subject to the terms and conditions of this Agreement and except as may be expressly set forth otherwise in this Agreement, City will give and deliver to Operator the exclusive right to manage, operate and promote the Premises free of all tenancies, licenses, and parties in possession of such Premises (other than those arising by, through or under Operator). City shall make the Premises available to Operator on the Commencement Date and shall ensure that the Premises are in good condition and repair.

4.1.2 City covenants for the Term that Operator, upon paying the Management License Fee and Management Commissions, and upon keeping, observing and performing the terms, covenants and condition of this Agreement to be kept, observed and performed by Operator, including, without limitation, the terms, covenants and conditions set forth in Article VI of this Agreement, shall and may manage, occupy, and use the Premises on behalf of City, and enjoy the Premises without interference by or from City, subject only to the terms and provisions set forth herein.

- 4.1.3 City covenants that Operator's rights to manage and use the Premises arising under this Agreement shall be senior and prior to any lien, lease or other encumbrance existing, created or arising in connection with the acquisition, development, or construction or financing of the Premises or the Project Improvements Work or any portion thereof, except for lien rights of bondholders created to facilitate the financing of the Project. The foregoing does not extend to any liens, leases or encumbrances arising by, through or under Team, Operator or their respective agents acting in such capacity.

Section 4.2. Term. The term (the "Term") of this Agreement shall commence upon the Commencement Date and shall continue for a period which shall expire upon the earlier of: (i) twenty (20) years thereafter, or (ii) thirty (30) days following the twentieth (20th) consecutive baseball playing season thereafter; unless earlier terminated in accordance with the terms hereof.

Section 4.3. Management License Fee; Management Commissions.

- 4.3.1 It is the intent of the Parties that City has a secure and definite annual revenue stream from the operations of the Project. The amounts agreed to in this Section shall be a combination of the lease payments made by Team and Operator under the Exclusive Use Lease Agreement, as well as the Management License Fee and the Management Commissions pursuant to this Section.
- 4.3.2 The lease payments payable by Team and Operator to City pursuant to the Exclusive Use Lease Agreement shall be set forth in the Exclusive Use Lease Agreement. Operator may subtract the amount of such annual lease payments from Operator's annual payment of the Management License Fee (as defined herein).
- 4.3.3 In partial consideration of the rights granted to Operator as set forth in this Agreement, Operator shall pay to City on or before October 31st of each Agreement Year the sum of Three Hundred Thousand Dollars (\$300,000) (the "Management License Fee"), without deduction or setoff (except as otherwise expressly provided in this Agreement), at City's address provided for in this Agreement or as otherwise specified by City in writing.
- 4.3.4 In partial consideration of the rights granted to Operator as set forth in this Agreement, Operator shall pay (or cause to be paid) to City on or before October 31st of each Agreement Year the Management Commissions, without deduction or setoff (except as otherwise expressly provided in this Agreement), at City's address provided for in this Agreement or as otherwise specified by City in writing. "Management Commissions" shall include and shall be defined as follows:
- (a) No less than Five Hundred Thousand Dollars (\$500,000) for Naming Rights (as defined herein) for each of the first fifteen (15) Agreement Years. Such annual sum shall be payable as Management Commissions by Operator to City regardless of the identity of the parties to, or term of, any applicable naming rights sponsorship agreement, and regardless of the early termination of any applicable naming rights sponsorship. Operator may offset its obligation as set forth in this Section 4.3.4(a) to the extent that City receives sums for Naming Rights pursuant to any applicable naming rights sponsorship agreement prior to the Commencement Date;
 - (b) For Naming Rights in each of the sixteenth (16th) through the twentieth (20th) Agreement Years, fifty percent (50%) of the gross amount of annual fees from

Naming Rights; *provided, however*, that in the event that the identity of the Naming Rights sponsor differs from the Naming Rights sponsor during first fifteen (15) Agreement Years, then for the 16th Agreement Year only, the amount payable to City pursuant to this Section 4.3.4(b) shall be fifty percent (50%) of the net amount of annual fees from Naming Rights, following deduction for costs incurred by Operator in implementing such name change at Stadium. Such amounts shall be payable as Management Commissions by Operator to City regardless of the identity of the parties to, or term of, any applicable naming rights sponsorship agreement, and regardless of the early termination of any applicable naming rights sponsorship. Moreover, such amounts paid to City in each of the sixteenth (16th) through the twentieth (20th) Agreement Years shall be first applied to any outstanding debt of City which is applicable to the Premises, and if no such debt is remaining, then such amounts shall be deposited by City in the Capital Repair, Maintenance and Improvements Account;

- (c) Three Dollars for each Team Game ticket sold during the prior Agreement Year, calculated by multiplying the total number of Team Game tickets sold (at any price) during the prior Agreement Year by three; and
- (d) For all Operator Events held during the prior Agreement Year, the greater of (i) Two Dollars for each Operator Event ticket sold, or ten percent (10%) of gross ticket revenue for all Operator Events.

4.3.5 In order to reasonably preserve the benefit of the bargain struck by the parties in respect of the Management Commissions, Team and Operator agree that they shall not issue or otherwise distribute more than ten percent (10%) of tickets which would otherwise be sold at face value for Team Games or Operator Events on a complimentary basis or at a discount of more than fifty percent (50%) of the face value of any such ticket. The ten percent (10%) threshold shall be determined by tickets sold for all Team Games during each Agreement Year, as well as tickets sold for all Operator Events during each Agreement Year, and shall be subject to City's audit rights as detailed herein. For purposes of calculating the Management Commissions, any tickets issued or distributed on a complimentary basis or discounted as noted above which exceed, in the aggregate, the ten percent (10%) threshold shall be deemed to have been sold at the average price for such tickets during the Agreement Year. Separate calculations shall be made for Team Games and for Operator Events. Neither the tickets distributed to City pursuant to Section 7.20 nor a maximum of Three Thousand Five Hundred (3,500) player/coach/umpire/staff tickets for all Team Games during each Agreement Year shall be counted for purposes of the calculations noted in this Section 4.3.5.

Section 4.4. Audit. Team and Operator shall maintain books and records with respect to all receipts and expenditures relating to the sale of tickets and Naming Rights as provided in this Agreement, consistent with generally accepted accounting principles. City shall have the right, upon reasonable notice and during normal business hours, to inspect and audit those portions of Team's and Operator's books and records relating to such subject matter. Errors revealed by such inspection and audit shall be rectified by Team or Operator (as applicable) and any differences in payments shall be remitted to City by Operator within ten (10) days of notice from City. City shall bear the cost of such inspections and audits, unless a discrepancy of more than five percent (5%) of the amounts due to City is revealed, in which case Team and Operator shall bear the reasonable cost of any such inspections and audits.

Section 4.5. Permitted Uses. Throughout the Term, Team and Operator shall occupy and use the Premises for the primary purposes of conducting Team Games (including radio and television broadcasting or other transmission of same) in accordance with the rules and regulations of the Sanctioning Association. In addition to the foregoing, the Operator's permitted uses shall include Operator Events, including without limitation the conduct of meetings, trade shows, exhibitions, concerts, public entertainment events, private events, baseball games other than Team Games, other sporting events, and other similar traditional baseball functions that will encourage economic development and tourism in City; and for purposes related and incidental thereto including, without limitation, operation of concession facilities in the Stadium (during games and events and at other times), sale of food and beverages (alcoholic and non-alcoholic), conducting tours, and for any other lawful purpose that is not a prohibited use described in Section 4.8.

Section 4.6. Compliance with Laws. Team and Operator shall, throughout the Term, and at no expense to City, promptly comply or cause compliance in all material respects with all laws, ordinances, orders, rules, regulations and requirements of duly constituted Governmental Authorities, which may be applicable from time to time to its use of the Premises and its operation, repair and alteration thereof.

Section 4.7. Obligations of Operator Unconditional. The obligations of Operator under this Agreement including, but not limited to, the obligations to pay the Management License Fee and Management Commissions, to maintain the Premises and to pay the premiums or charges necessary to maintain or cause to be maintained the insurance required herein, and to provide the indemnities required herein shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise except as expressly permitted by this Agreement.

Section 4.8. Prohibited Uses. Operator shall not allow the Premises to be used for any of the following purposes: public nuisance (as defined by City ordinance); any use violating Governmental Rule; or use as an industrial site or waste disposal facility. City acknowledges that Team or Operator plans to utilize fireworks displays on multiple occasions throughout each Agreement Year, subject to applicable permit approvals and Governmental Rule. If conducting professional baseball games at the Stadium shall be or become prohibited uses under this Section 4.8, then Team or Operator may terminate this Agreement.

ARTICLE V BEGINNING CONDITION, ALTERATIONS AND IMPROVEMENTS

Section 5.1. Beginning Condition. On the Commencement Date, City shall turn over the Premises to Operator for Operator's exclusive use, and for Operator to begin management and operation thereof with all Project Improvements Work being Substantially Complete and in good working order and condition (subject only to immaterial items which can be completed by City or the Project Contractor without interfering with Operator's operation of the Premises). In no event shall Operator's acceptance of the Premises pursuant to this Section be construed to release or waive City's obligations hereunder to cause Substantial Completion of the Project Improvements Work to occur.

Section 5.2. Alterations. Any alterations, additions, or construction of new improvements on or in the Premises subsequent to the Commencement Date must be consistent with the permitted uses of the Premises as set forth in Section 4.5 and must be consistent with the then appearance of the Premises and the uses being made thereof; and must be approved in advance in writing by City in its sole discretion; provided, however, that Operator is not required to obtain City's prior approval for (a) non-structural remodeling, installation or removal of Removables or other trade fixtures and equipment; (b) temporary improvements or alterations to accommodate particular events; or (c) any other nonstructural alterations. For the avoidance of doubt, Operational Maintenance does not require the prior consent or approval of City. Operator may not, without the consent of City, construct additional facilities upon the Land or

make any structural alterations to the Stadium or Premises. For work requiring City's approval, Operator shall submit the plans, specifications and construction drawings to City with Operator's request for approval.

Section 5.3. Compliance with Regulatory Requirements. Operator agrees that all additions and alterations on or to the Premises constructed by it shall be constructed in accordance with all applicable ordinances and statutes of Governmental Authority as well as the codes of City. Operator shall, at its sole cost and expense, procure or cause to be procured all necessary building permits, other permits, licenses and other authorizations required for the lawful and proper addition to or alteration, use, occupation, operation, and management of the Premises.

Section 5.4. Ownership of Improvements. Title to and ownership of the Premises during the Term of this Agreement shall be and remain in City, except for trade fixtures, furniture, equipment, furnishings and their personal property installed in or affixed to the Premises by or on behalf of Team or Operator and owned by Team or Operator (collectively, the "Removables"), all of which shall remain Team's or Operator's (as applicable) sole property. At the expiration or other termination of the Agreement, all alterations, additions, and improvements to the Premises (except for the Removables) must remain upon and be surrendered with the Premises. For the avoidance of doubt, any trade fixtures, furniture, equipment, furnishings and items of personal property included in the Project Improvements, or those paid for by City as part of City's Contribution or out of the Capital Repair, Maintenance and Improvements Account, shall be the property of City.

Section 5.5. City's Right of Inspection. Prior to City giving or withholding its consent to any proposed construction, alteration, addition to the Premises requiring such consent as set forth in Section 5.2, City may review Operator's conceptual design drawings and construction drawings for such construction work. Upon completion of any new construction or alteration or addition to existing improvements for which City's approval is needed under the terms of this Agreement, Operator shall obtain a written certification addressed to City from a licensed architect or engineer reasonably acceptable to City stating that the construction has been completed substantially in accordance with the construction drawings and that, to the best of each professional's knowledge, the completed improvements are in compliance with all applicable ordinances, statutes, and the requirements of all Governmental Authority. Additionally, City may, at its sole discretion, cost and expense, have the Premises inspected by an inspector qualified to determine compliance with the standards and regulations of the Sanctioning Association, in order to determine whether or not Operator is maintaining the Premises commensurate with the standards and regulations of the Sanctioning Association and/or whether or not Operator is maintaining the Premises at a level commensurate with the Comparable Facilities, as required in Section 6.1.4 herein.

ARTICLE VI OPERATION AND MANAGEMENT

Section 6.1. Management. Subject to City's rights to host City Events (as defined below), Operator shall be the exclusive manager and operator of the Stadium and shall have the exclusive right and the obligation to contract for its license or use during the Term in a manner that will promote and further the purposes for which the Stadium has been constructed. Operator shall do all things and take all commercially reasonable actions necessary for the operation and maintenance of the stadium as a baseball stadium and sports and entertainment facility in accordance with this Agreement and in a manner generally consistent with the operation and maintenance of the Comparable Facilities as of the Effective Date, subject to normal wear and tear. Operator may license or permit use and occupancy of the Premises by vendors, concessionaires and others; *provided, however*, that any proposed lease of the Premises or any portion thereof must be tendered to City for approval and execution. Records, reports, invoices and receipts required to be maintained or submitted by Team or Operator for, to, or on behalf of City pursuant

to this Section 6.1 shall be maintained in accordance with North Carolina's Records Retention and Disposition Schedule for Municipalities. Without limiting the generality of the foregoing, Operator is authorized to and shall:

- 6.1.1 charge and collect all operating revenue, concession revenue, and seat and suite use charges for the Stadium and Premises and, in connection therewith, use all commercially reasonable efforts to obtain all fees, rents and other amounts due from licensees, concessionaires and other users of the Stadium and Premises; and shall cause notices to be served upon such licensees and other users to quit and surrender space occupied or used by them where desirable or necessary in the opinion of Operator and shall ask for, demand, collect and give receipts for all amounts which at any time may be due from any licensees and other users of the Stadium and Premises;
- 6.1.2 commence, defend and settle in good faith such legal actions and proceedings concerning the operation of the Stadium (except for City Events) as are necessary or required in the opinion of Operator and shall retain counsel in connection therewith;
- 6.1.3 employ, pay and supervise all personnel that Operator determines to be necessary for the operation of the Stadium (such personnel, during the course of such employment, shall be employees of Operator and shall not be employees of City); determine all matters with regard to such personnel, including without limitation, compensation, bonuses, fringe benefits, hiring and replacement and shall prepare, on its own behalf and file when due, all forms, reports and returns required by law relating to the employment of such personnel;
- 6.1.4 maintain the Stadium in accordance with Comparable Facilities subject to normal wear and tear, and maintain and operate the Stadium in compliance with all requirements necessary for the conduct of all Team Games;
- 6.1.5 prepare, coordinate, implement, revise as necessary and administer a preventative maintenance plan and program for the Stadium, its machinery and equipment, and provide a maintenance log for each prior Agreement Year;
- 6.1.6 from and after the Commencement Date, arrange for and provide all utility and other services for the Stadium and pay or cause to be paid when due all charges for water, sewer, gas, light, heat, telephone, electricity, and other utilities and services rendered to or used on or about the Stadium (City and/or the Project Contractor shall be responsible for providing permanent utility services infrastructure and hook-ups for Operator's use);
- 6.1.7 maintain or cause to be maintained all necessary licenses, permits and authorizations for the operation of the Stadium;
- 6.1.8 furnish to City a statement on or before the 15th day of the first month following the end of each calendar quarter during the Term showing the following for the prior quarter and year to date:
 - (a) a current user summary and detailed use activity report;
 - (b) invoices for reimbursement from City or the Capital Repair, Maintenance and Improvements Account;

- (c) expenses and receipts for all City Events;
- (d) all expenditures by Operator with respect to Operator's Operational Maintenance obligations;
- (e) a detailed accounting of attendance at Team Games, Operator Events and City Events; and
- (f) such other related information as the City may reasonably request; it being understood, however, that Operator shall not be required to generate any special reports pursuant to this clause (f) but rather just make available to City any reports already prepared by Operator in the normal conduct of its business.

Receipt and acceptance of any statement furnished by Team or Operator or payments paid by Team or Operator to City hereunder shall not preclude City from questioning the correctness thereof after such receipt and acceptance, for a period equal to the greater of three (3) years or the amount of time required for maintenance of the records supporting any such statement, as set forth in North Carolina's Records Retention and Disposition Schedule for Municipalities. In the event any errors are disclosed, either through questioning or as the result of an audit of such statements, all erroneous statements shall be rectified and any differences in payments shall be remitted to City by Team or Operator (as applicable) within ten (10) days. In the event that an audit reveals an underpayment by Team or Operator, Team or Operator (as applicable) shall, in addition to the payment and interest provided for in this Agreement, reimburse City for reasonable costs and expenses of such audit if the underpayment is five percent (5%) or more than the amount required to be paid for the applicable period that was audited.

6.1.9 permit City (including its accountants, attorneys and other representatives designated by City) to inspect and copy such books and records during the Term and for five (5) years thereafter at Team's or Operator's office (as applicable), at all reasonable times upon not less than forty-eight (48) hours' written notice; provided, that, the books and records subject to inspection by City include only the books, records and data related to the Premises itself and activities thereat (such as attendance records, facilities maintenance records, City Events records and accounting, ticket sales records, etc.) not of Team or Operator itself (such as, without limitation, Team's or Operator's tax returns) and neither Operator nor Team shall be required to provide its private financial information of any kind whatsoever not otherwise required to be provided under this Agreement.

6.1.10 for a period of five (5) years after the end of the calendar year to which they pertain, Operator shall keep and maintain the following books, records and documents at Operator's office at the Premises and, upon expiration or termination of this Agreement, Operator shall provide City with a complete and accurate copy of such books and records for immediate access and use by City:

- (a) executed use agreements for Operator Events, or other use or license agreements relating to the Premises, original insurance certificates, and related correspondence, all of which may be maintained by Operator in electronic form;
- (b) maintenance and repair files;

- (c) accounting books and records and supporting documentation for amounts payable to City pursuant to this Agreement;
 - (d) operation files, including HVAC, concessions, and equipment maintenance schedules, warranties, and operation manuals;
 - (e) service contracts, including cleaning, maintenance, landscaping, trash removal, etc.;
 - (f) permits and licenses;
 - (g) copies of insurance policies; and
 - (h) such other books, records and documents as City may reasonably require Operator to maintain.
- 6.1.11 procure and negotiate contracts with concessionaire(s) for the operation of consumable and/or non-consumable concessions at the Stadium (unless Operator shall self-operate such concessions);
- 6.1.12 provide adequate supervision and security and shall strictly enforce all rules, regulations, and safety procedures that are required by law or regulation and usual and customary for Comparable Facilities and that are required in general for the safe and orderly use of the Premises. At all times the Premises shall be under the supervision and security of Operator;
- 6.1.13 control the issuance of and issue all credentials for events at the Stadium; and
- 6.1.14 employ commercially reasonable methods to protect City's assets from theft, gross negligence or fraudulent activity on the part of Operator's employees or other agents. Uninsured losses arising from theft, gross negligence or fraud of Operator, its employees or agents are to be borne by Operator and not as an operating expense of the Premises.

Section 6.2. Promotions and Marketing. Operator's obligation to operate the Stadium generally consistent with Comparable Facilities shall not apply to promotional, event, or marketing activities, and Operator shall have the discretion to adopt and implement such promotional and marketing practices as Operator deems appropriate for the operation of its business at the Premises, subject to Governmental Rule.

ARTICLE VII MAINTENANCE AND REPAIRS; ADDITIONAL COVENANTS OF CITY AND OPERATOR

Section 7.1. Maintenance of the Premises. Operator shall, at its sole cost and expense, perform all Operational Maintenance (as defined below) required to keep, maintain, and operate the Premises, including the interior and exterior, structural (to the extent such maintenance is non-structural in nature) and nonstructural portions of the improvements, in as good repair as exists on the Commencement Date and in compliance with all applicable Governmental Rules of any Governmental Authority applicable to the Premises from time to time, and generally consistent with the operation and maintenance practices of the Comparable Facilities, subject to ordinary wear and tear, Force Majeure events and events of condemnation. "Operational Maintenance" includes all work performed and expenses incurred for routine,

regular, and/or ordinary course maintenance and repairs reasonably necessary for the cleaning, upkeep and/or operation of any equipment, facility, structure (to the extent such maintenance and repairs are non-structural in nature) or other component of the Premises. Subject to City's obligations as set forth in Section 7.16 below, City has no obligation to perform or incur expenses related to Operational Maintenance. "Operational Maintenance" shall not include Capital Repair, Maintenance and Improvements. "Operational Maintenance" shall include, by way of example only and without limitation, baseball field maintenance and repair, maintenance of other natural landscaped areas of Stadium, janitorial services, performing all preventative and routine maintenance as recommended by equipment manufacturers in operating manuals or maintenance bulletins, replacing light bulbs, fuses and circuit breakers, cleaning services, seat repair, maintenance and repair of Exclusive Team Use Areas and touch-up painting.

Section 7.2. Capital Repair, Maintenance and Improvements.

- 7.2.1** Beginning with the sixth (6th) Agreement Year and then annually thereafter, on or before September 30th of each such year, Operator shall present to City a list of proposed Capital Repair, Maintenance and Improvements (the "Proposed Improvements") together with a proposed schedule for and estimated budget for such Proposed Improvements for the upcoming calendar year. City shall review such Proposed Improvements, budget and schedule and respond to Operator regarding each of such Proposed Improvements, and the budget and schedule for such items. The Proposed Improvements together with the estimated budget and schedule for each Capital Repair, Maintenance and Improvement shall be subject to the approval of City's Manager.
- 7.2.2** City's Manager shall not unreasonably withhold approval of the Proposed Improvements so long as (i) the Proposed Improvements are consistent in exterior appearance with the architectural theme of the Stadium, (ii) when completed, the Proposed Improvements will not have reduced the overall utility of the Stadium or weakened or impaired the structural integrity of the Stadium and (iii) there are sufficient funds in the Capital Repair, Maintenance and Improvements Account to complete such Proposed Improvements in addition to any expected Capital Repair, Maintenance and Improvements as scheduled by City to occur in subsequent years, in City's reasonable discretion; provided, however, that if such approval is withheld solely as a result of clause (iii), the Parties shall approve such Proposed Improvements if Operator agrees in writing to pay for (x) the balance of the cost of such Proposed Improvements not paid for out of the Capital Repair, Maintenance and Improvements Account and (y) the cost of any Capital Repair, Maintenance and Improvements scheduled for subsequent years if the payment for the Proposed Improvements shall cause the Capital Repair, Maintenance and Improvements Account to have insufficient funds to pay for future scheduled Capital Repair, Maintenance and Improvements, as determined reasonably and in good faith by City.
- 7.2.3** City or City's vendors shall perform all Capital Repair, Maintenance and Improvements approved pursuant to this Section 7.2; provided, however, that, Operator and City may mutually agree that the approved Capital Repair, Maintenance and Improvements shall be performed by Operator, or indirectly by Operator's vendors, and Operator shall be reimbursed from the Capital Repair, Maintenance and Improvements Account for the cost of any such work. If, in Operator's reasonable discretion, it is necessary to immediately perform any Capital Repair, Maintenance and Improvements to protect the safety of fans, players and/or operate of the Premises without interruption, Operator may perform such improvement without the approvals required hereunder and submit to the City's Manager for reimbursement from the Capital Repair, Maintenance and Improvement Account.

Approval of such reimbursement shall be subject to the same standards as approval and payment of Capital Repair, Maintenance and Improvements as set forth above in this Section 7.2.

Section 7.3. Capital Maintenance and Improvement Account. On or before September 30 of each Agreement Year, City shall contribute the sum of Three Hundred Sixty Thousand Dollars (\$360,000) to the Capital Repair, Maintenance and Improvements Account, and Operator shall contribute a sum equal to one percent (1%) of Project Costs in excess of City's Contribution to the Capital Repair, Maintenance and Improvements Account. The parties agree to confirm in writing the amount of Operator's contribution on or before August 31 of the first Agreement Year. Upon written approval by City of Operator's Proposed Improvements pursuant to Section 7.2 herein, subject to appropriation by the High Point City Council, and subject to Operator's compliance with all applicable statutory requirements, City shall reimburse Operator for such approved expenditures (to the extent that Operator performs such work pursuant to Section 7.2.3) through the Capital Repair, Maintenance and Improvements Account. If City performs such work, then City may use funds available in the Capital Repair, Maintenance and Improvements Account. Moreover, notwithstanding the six-year limitation in Section 7.2.1, Operator may access immediately only those amounts which Operator has contributed to the Capital Repair, Maintenance and Improvements Account for the purpose of paying for Capital Repair, Maintenance and Improvements which have been performed by Operator and which have been approved by City pursuant to the process set forth in Section 7.2.

Section 7.4. Taxes and Other Charges. Operator shall pay prior to delinquency, in addition to the payment of Management License Fee and Management Commissions, each and every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, by reason of Operator's interest in the Premises or any portion thereof or by reason of or in any manner connected with or arising out of Operator's possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Premises, or any part thereof. Operator shall pay and discharge, prior to the delinquency thereof, all lawful assessments, ad valorem taxes (if any) sales taxes, business and occupation taxes, occupation license taxes, electrical charges, water charges, sewage disposal charges, or other utility charges imposed on the Premises and Operator's use and occupancy of the Premises, and all other governmental taxes, impositions, and charges of every kind and nature, ordinary or extraordinary, general or special, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing, and all applicable interest and penalties, if any, which at any time during the Term becomes due and payable by Operator because of its rights or obligations under this Agreement and which is lawfully levied, assessed or imposed on Operator or its interest in the Premises under or by virtue of any present or future law, statute, ordinance, regulation or other requirement of any Governmental Authority, whether federal, state, county, city, municipal, school or otherwise. Operator also shall pay or cause to be paid all lawful charges for gas, water, sewer, electricity, light, heat, power, telephone, and other utilities and services used, rendered or supplied to, upon or in connection with the Premises (Operator to pay or cause to be paid all of such charges directly to the provider thereof). Operator shall furnish to City promptly upon request, proof of the payment or timely contest of any such tax, assessment or other governmental or similar charge, or any utility charge which is payable by Operator, or evidence of the deposit of such funds into a reserve account, all as set forth above. The provisions of this paragraph shall expressly survive the expiration or sooner termination of this Agreement.

Section 7.5. Liens and Encumbrances. Team and Operator covenant and agree that, except for this Agreement, they will not create or suffer to be created by, through or under Team or Operator any lien, encumbrance or charge upon the Premises. Team and Operator shall satisfy or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same occurs, all such claims and demands for labor, materials, supplies or other items which, if not satisfied, might by law become a lien upon the Premises or any part thereof. If any such lien is filed or asserted against Team or

Operator or the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied on or to Team or Operator or the Premises at the request or with the permission of Team or Operator or of anyone claiming under them, Team and Operator shall, within sixty (60) days after receipt of notice of the filing thereof or the assertion thereof against the Premises, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof, by contest, payment, deposit, bond, order of court or otherwise.

Section 7.6. Team Liens. Team may, at any time or from time to time, grant liens upon its membership rights with Sanctioning Association or any other of its personal property (the "Team Rights"); provided, however, that (i) any such liens shall be made or granted in compliance with and subject to the requirements and obligations of Team and Operator pursuant to this Agreement, (ii) if any person, entity or combination thereof acquires the Team Rights pursuant to any foreclosure or other transaction under any such liens, such occurrence shall be an Event of Default by Team or Operator and (iii) any person, entity or combination thereof who acquires the Franchise pursuant to any foreclosure or other transaction under any such liens shall take the Team Rights strictly subject to and assume the covenants and obligations of Team and Operator (as applicable) pursuant to this Agreement. Upon any such granting of such liens, Team and Operator shall obtain from each such lien holder a written acknowledgment and acceptance of the terms, provisions, and restrictions contained herein and shall provide an executed copy thereof to City and shall state in the instruments creating and perfecting such lien that any transfer is subject to the terms herein. In the event involuntary liens or material encumbrances are placed on the Team Rights that, upon foreclosure, would result in a violation hereof, Team and Operator will use good faith efforts to promptly remove such liens or material encumbrances after reasonable contest periods.

Section 7.7. Vacation of Premises. Upon the termination of this Agreement, Team and Operator shall vacate the Premises (including all improvements thereon) in a condition which would have been in compliance with the Operational Maintenance requirements of Section 7.1 of this Agreement had the Agreement not terminated, reasonable wear and tear and damage by casualty and condemnation excepted. Team and Operator shall take all Removables upon so vacating the Premises.

Section 7.8. Operation Obligation and Standards. Operator agrees to operate and maintain the Premises throughout the Term in a condition necessary to conduct the permitted uses described in Section 4.5, consistent with the general quality of operations at Comparable Facilities. Except as provided herein, Operator may not assign any rights, duties or obligations to operate and maintain the Premises throughout the Term to any party, other than its Affiliates, without the prior written consent of City. City acknowledges that the foregoing does not prohibit Operator from contracting with third parties to provide services such as concessions, security, janitorial and similar services. Operator acknowledges and agrees that one of the primary reasons for City's financial and other commitments to build the Stadium and enter into this Agreement is to provide for the betterment of the community generally. Operator will make reasonable efforts to provide opportunities for local and regional charities and non-profits to utilize and gain exposure through the Premises. Team and Operator acknowledge that use of the Premises reflects upon the image and goodwill of City, and Team and Operator agree that no Operator Event, signage at the Premises, promotion of Operator Events, or any other use of the Premises by Team or Operator or their respective agents, contractors or sublicensees shall be inconsistent with prevailing community standards. Without limiting the generality of the foregoing, and unless otherwise approved by City in writing, no signage, advertising or other promotions at the Premises shall be authorized or permitted by Team or Operator for any of the following: political candidates or matters, cigarettes, tobacco, firearms, contraceptives, adult entertainment, sports gaming/gambling, or any illegal or illicit activities of any kind or nature, nor shall Team or Operator authorize or permit any advertising or promotions which violate applicable Governmental Rules. Notwithstanding the foregoing, signage, advertising or other promotions at the Premises are authorized for the North Carolina State Lottery.

Section 7.9. Right of Operator to Revenues. Except as provided in Sections 7.10 (with respect to Naming Rights) and 7.16, and except as set forth herein with respect to City Events, Team and Operator shall be entitled to, and are hereby granted the exclusive right to, contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the Premises, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (a) all advertising rights (but not Naming Rights), (b) all broadcast rights, (c) promotion of events at the Premises, (d) the sale of food, beverages at the Premises, (e) the sale of merchandise, programs and other goods and wares of any nature whatsoever at the Premises, and (f) all telecommunications rights. Team and Operator shall have the right, without the prior consent of City, to sell or grant rights to purchase future tickets for reserved seats, club seats and luxury suites, including personal seat licenses (collectively, "Seat Rights"). All Seat Rights shall be subject and subordinate to the provisions of this Agreement and shall not survive the termination or expiration of this Agreement. Team and Operator shall have no responsibility or obligation to sell Seat Rights and City shall not have any liability or responsibility to assure the sale of Seat Rights. Team and Operator shall be entitled to, and are hereby granted the exclusive right to, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the sale or other distribution of Seat Rights, tickets or passes (including general admission) for any seats in the Premises. City shall have the right to sell and retain revenue generated from the sale of advertising associated with City Events, including temporary signage, advertising on the scoreboard and any other video displays, print media and broadcast media. Such advertising shall be provided at City's cost and shall not replace or cover existing signage, nor shall advertising displayed by City at the Premises for a City Event conflict with promotional category exclusivities granted by Team or Operator with respect to the Premises for which Team or Operator (as applicable) has provided City a copy of the applicable sponsorship agreement which details the scope of any such exclusivities.

Section 7.10. Naming Rights. Operator and City agree to name the Stadium as determined by the Winston-Salem Foundation, with the consent of Operator and City (which consent shall not be unreasonably withheld), in accordance with the terms and conditions of that certain Charitable Grant Agreement by and among the Winston-Salem Foundation, Branch Banking and Trust Company, Operator, City and High Point Community Foundation, entered into as of January 31, 2018. The identity of any future sponsor of the name of Stadium (the "Naming Rights") shall be determined mutually by Operator and City, and any proceeds therefrom shall be apportioned in accordance with Section 4.3.4(b), herein. With regard to future fees, charitable contributions or any other gross revenue generated from a sale of or grant of Naming Rights, those amounts shall be paid to City, except as set forth expressly in Section 4.3, herein. The name of the Stadium shall be a name that is appropriate for a City-owned facility and shall not be in bad taste, offensive to City's image, a potential source of embarrassment to City or in conflict with community standards. Any advertising, documents or media information prepared by or within the control of Team or Operator describing any event at the Stadium shall identify City as the location of the Stadium. The Parties reserve the right to change the name of the Stadium from time to time subject to the provisions of Sections 4.3 and 7.10 of this Agreement. Any agreement executed by Team or Operator that sells or grants the right to name the Stadium shall provide that should the party to whom said right has been sold or granted perform or be the subject of any Act of Bankruptcy, Team and Operator shall have the right to immediately terminate such agreement and have the right to seek a new agreement with respect to the Naming Rights for the Stadium. Notwithstanding anything herein to the contrary, the Naming Rights shall be subject to and subordinate to this Agreement.

Section 7.11. Sponsorship, Display and Broadcast Rights. Except as set forth herein with respect to City Events, Team and Operator have the exclusive right to enter into agreements with others whereby such others may display names, logos, trademarks, advertisements, slogans, emblems, brand names, and the like in or about the Premises. Except as set forth herein with respect to City Events, Operator also

retains exclusive rights of control over, and the right to grant to others, the rights to broadcasts to and from the Premises, regardless of the medium used (e.g., television, radio, internet, satellite) and all revenues therefrom. City retains exclusive rights of control over, and the right to grant to others, the rights to broadcasts to and from the Premises with respect to City Events, regardless of the medium used (e.g., television, radio, internet, satellite) and all revenues therefrom.

Section 7.12. Advertising Content. Team and Operator agree that no advertising shall be allowed on the Premises for political candidates or matters, cigarettes, tobacco, firearms, contraceptives, adult entertainment, sports books, or any illegal activities of any kind or nature.

Section 7.13. Notification of Certain Events. Team and Operator shall promptly notify City in writing if Team or Operator becomes aware of any of the following:

- 7.13.1 Any breach or alleged breach by Team or Operator under this Agreement or the occurrence of an Event of Default specifying the details of such Event of Default and the action that Team or Operator proposes to take with respect thereto;
- 7.13.2 any litigation or potential litigation affecting the Premises or City, or any litigation or potential litigation affecting Team or Operator that could reasonably be expected to have a material and adverse effect on Team or Operator and/or its services or obligations under this Agreement;
- 7.13.3 any bankruptcy filings, whether voluntary or involuntary with respect to Team or Operator or, to the extent of Team's or Operator's actual knowledge (and without any obligation of due inquiry or investigation) any party performing any Capital Repair, Maintenance or Improvements;
- 7.13.4 any casualty, loss, injury, claim or other event relating to the Premises that might result in a claim against City or under any applicable insurance policies;
- 7.13.5 any violation or alleged violation of applicable Governmental Rules or insurance requirements; and
- 7.13.6 any involuntary lien filed against the Premises.

Section 7.14. City to Provide Signage. City shall provide and install at the Stadium, at its cost and expense and as part of Project Plans and City's Contribution, wayfinding signage and other signage as may be required by Governmental Rule and meeting the Minimum Project Requirements, the requirements of the Sanctioning Association and of comparable quality of signage at Comparable Facilities. City will coordinate reasonably with the United States and North Carolina Departments of Transportation and other appropriate Governmental Authorities in an effort to alter or construct new directional signage on freeways and other major thoroughfares, directing vehicles to the Premises. City will reasonably assist Operator in obtaining permission and approval to hang banners within City limits (subject to reasonable restrictions) to generate interest in the Stadium and in major events to be held at the Premises.

Section 7.15. City's Right of Entry and Inspection. City retains and shall have the right, at reasonable times, upon reasonable request, or, at such time as City has reason to believe that an emergency situation exists at the Premises, to enter upon the Premises, for the purpose of inspecting the same and verifying Team's and Operator's compliance with the terms and conditions of this Agreement.

Section 7.16. Use of Premises.

7.16.1 City shall have the right to schedule up to five (5) events at the Premises during each Agreement Year (the "City Event(s)"). City's right to City Events may be assigned to other persons or entities. City shall be responsible for all direct costs associated with a City Event, including, without limitation, maintenance and preparation of the Premises, ticket-takers, ushers, in-stadium security, scoreboard/sound and other personnel, trash removal, repairs, supplies, and all other direct event costs in connection with all City Events. City shall not be responsible for any share of Operator's indirect operational costs in conjunction with City Events, including without limitation taxes imposed on Operator, utilities, insurance, and other administrative costs, which shall be the sole responsibility of Operator. City or its assignee or designee shall retain all revenue generated from City Events, including, without limitation, ticket, sponsorship, merchandising and other sales revenue. In connection with City Events, Operator shall operate all food and beverage concessions at the Premises; provided, City shall receive fifty percent (50%) of Operator's share of revenues (based on Operator's agreement for food and beverage concessions) generated by the concessions operations at the City Event. For the avoidance of doubt, Operator shall retain the remaining fifty percent (50%).

7.16.2 Throughout the Term, Operator or Team shall provide to City its preferred Team Game scheduling dates as initially submitted to the Sanctioning Association, for each upcoming baseball season during the Term. Such preferred dates shall be provided to City within ten (10) days after they are provided to Sanctioning Association. City shall have thirty (30) days, after receipt of such preferred dates, to reserve up to five (5) priority dates for City Events ("Priority Dates for City Events") during the upcoming calendar year. Priority Dates for City Events shall not be among the preferred Team Game scheduling dates received from Operator, and shall not unreasonably interfere with or otherwise materially disrupt Operator's use, operation, preparation or maintenance of the Premises for Team Games, including, without limitation, the baseball playing surface. Rights to use the Premises shall be in accordance with the following order of priority: 1) Team Games; 2) Priority Dates for City Events; and 3) then, on a first-come-first served basis, Operator Events and other City Events. Except with respect to Team Games (including, without limitation, tentative postseason home games), which take priority over all other events, once an event is approved and scheduled, that event cannot be cancelled as a result of a subsequently requested event without the express written approval of the entity that scheduled the currently scheduled event, which permission may be granted or denied in the sole and absolute discretion of that entity; provided, however, that, to assure full, equitable usage of the Premises and to provide community access, City and Operator will each consider requests to reschedule events if requested by the other party and will negotiate in good faith to reschedule smaller or movable events to accommodate larger and/or less movable events, provided that the party requesting that the other party reschedule an event shall be responsible for reimbursing the other party for any incremental costs actually incurred in rescheduling such event. If City or Operator has reserved the Premises for a City Event or Operator Event, respectively, and such event is cancelled or is not otherwise scheduled to occur on the reserved date, the reserving party

shall notify the other party that no City Event or Operator Event, as applicable, will occur on such date, as early as practicable after learning or determining that no such event will occur. No event may unreasonably interfere with or otherwise materially disrupt Operator's use, operation, preparation or maintenance of the Premises for Team Games, including, without limitation, the baseball playing surface.

7.16.3 If City identifies to Operator certain City Events which would potentially recur during each Agreement Year (for example and without limitation, graduations or other similar recurring civic events), then Operator agrees to use commercially reasonable efforts to (a) schedule such recurring City Events around the same dates during each Agreement Year, and (b) take such recurring City Events into consideration when scheduling future Team Games and Operator Events.

7.16.4 City Events shall not be scheduled which would be so substantially similar in nature to traditional Operator Events or Team Games such that they would compete with such Operator Events or Team Games. Moreover, City Events shall not be scheduled during the bi-annual High Point Furniture Market, and Operator shall have both the right and the obligation to schedule and promote Operator Events during the High Point Furniture Market in such a manner as to serve the economy, citizens and guests of City.

7.16.5 Notwithstanding anything to the contrary in this Section, Team and Operator shall have the exclusive right to use the Exclusive Use Areas as set forth in the Exclusive Use Lease Agreement.

Section 7.17. Obligation to Provide Professional Baseball Team. Team and Operator agree that during the Term of this Agreement they will ensure that Team continuously uses the Premises for all Team Games. All Team Games shall be played at the Premises (subject to temporary changes in "home" vs. "away" status as may be directed from time to time by the Sanctioning Association). If Team or Operator shall lose or relinquish its minor league professional baseball team, Team Rights or league affiliation, then Team and Operator shall continue to be obligated to field a team sanctioned by a Sanctioning Association. Failure to provide said Team will be considered as an Operator or Team Default under Section 11.3.

Section 7.18. Concession Improvements; Access. City shall cause the food and beverage concession areas to be constructed at City's sole cost and expense, as part of the Project Plans, to meet the Minimum Concessions Improvements Requirements and to the extent within City's Contribution. Food and beverage concession improvements shall be of a quality generally consistent with concession improvements at Comparable Facilities. However, if Operator desires for any concessionaire to build out and upfit their own concession area, the City will not be responsible for said cost. City agrees that Operator and its agents, contractors, licensees, and concessionaires shall, subject the requirements of City's insurers, have the right of access, for themselves and their authorized representatives, to the Premises, without charges or fees, as described in Section 3.3.

Section 7.19. Security. City shall provide security for Stadium patrons as is reasonably necessary outside the Stadium, at levels determined by City's law enforcement officials, in City's sole discretion. Operator is responsible for patron security within the Premises (including Stadium), pursuant to Article VI, herein.

Section 7.20. City Tickets to Events. Operator shall provide to City thirty (30) tickets to all Team Games and Operator Events, unless otherwise notified by City. The use of such tickets shall be for economic development, tourism and other official business of City. Tickets for Team Games shall be

located in the lower seating tier of Stadium and between first and third base along the infield, if available, and shall be provided to City at no cost. Tickets for Operator Events shall be located in the seating areas of the Stadium with the highest cost tickets for such Operator Event (exclusive of suites), if available, and shall be provided to City at the greater of either (a) no cost, or (b) at Operator's purchase cost for such tickets as required by the promoter or organizer of such Operator Event.

Section 7.21. Use for Disaster Recovery Efforts and Disaster Preparedness. If City or surrounding area is threatened by a hurricane or some other emergency situation, Operator shall comply with all lawful orders of City Manager under City's disaster preparedness plan. In the event of a declared federal, state, or local emergency as allowed by law or in the event of an actual or imminently threatened event of Force Majeure or similar emergency situation (a "Declared Emergency") City shall have the right to use the Premises, but not including the Exclusive Use Areas, as a staging area for disaster preparations, response or other related uses and purposes. In connection with a Declared Emergency use, City shall be responsible for the costs of any damage to the Premises, personal injury, bodily injury and /or loss of life caused by City's use, provided that City shall not be responsible to Team or Operator for any damage, cost, or other loss arising from the underlying Declared Emergency event. Nothing herein shall diminish Team's or Operator's right to claim loss of use, business interruption or similar damage under any applicable insurance policy or federal, state or local regulation or program for disaster recovery.

Section 7.22. Parking for Team and Operator Staff. City shall make available to Operator at no cost to Operator forty-five (45) parking spaces located within one-half (1/2) mile of the Stadium for use by Team and Operator full-time employees only. Team and Operator may not accept value from Event patrons or Team/Stadium sponsors in consideration for access to such parking spaces, and City's obligation to make available such parking spaces shall extend only for so long as City continues to own the right to use such parking spaces.

Section 7.23. Permits. City will assist Operator in the procurement of all licenses, permits and clearance from all public authorities, both federal and state, required to enable Operator to carry on its business as required or permitted hereunder, including, without limitation, the acquisition of a liquor license(s) and rights to use and display fireworks shows.

Section 7.24. Competitive Bidding. When required by applicable Governmental Rule, all contracts for repairs, capital improvements, goods and services with respect to the Premises will be awarded on the basis of competitive bidding or other process required by applicable Governmental Rule that is conducted in accordance with applicable Governmental Rule. Even if not required by Governmental Rule, Operator agrees to use its good faith efforts to ensure that local and local disadvantaged business enterprises and minority businesses have an equal opportunity to participate in the procurement of contracts relating to Operational Maintenance and Capital Repair, Maintenance and Improvements and will actively seek and identify qualified local and local disadvantaged business enterprises and minority businesses and offer them the opportunity to participate in the procurement of contracts relating to Operational Maintenance and Capital Repair, Maintenance and Improvements.

Section 7.25. Membership in Recognized Professional Baseball League. Team and Operator shall at all times throughout the Term own and maintain in good standing a Team that (a) is a full-season minor league baseball team in a recognized professional baseball league, and (b) is authorized by the Sanctioning Association to play its home games at the Premises.

ARTICLE VIII INSURANCE

Section 8.1. Operator Insurance Policies. Operator shall, effective as of the date that Operator is permitted to occupy the Premises pursuant hereto, obtain and maintain throughout the Term of this Agreement Commercial General Liability coverage including bodily injury, personal injury, property damage, and contractual liability in combined single limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate; automobile liability coverage with limits of One Million Dollar (\$1,000,000) combined covering all owned, non-owned, leased and hired vehicles; umbrella excess liability with limits of at least Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate; and workers compensation coverage to protect Operator's permanent and temporary employees. Such coverage shall be evaluated by the Parties every fifth (5th) year during the term hereof and if the amount of coverage falls below industry standards, coverage will be increased to conform to industry standards. Operator will name City as additional insured on the commercial general liability and umbrella policies and will provide City certificates of all required insurance policies herein at least thirty (30) days prior to the Commencement Date. Insurance coverage required herein shall be placed with carriers licensed to do business in North Carolina, and have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to City. Operator shall maintain All-Risk property insurance on all assets within the Premises that are owned by Operator on a full replacement cost basis.

Section 8.2. City Insurance Policies.

8.2.1 City shall maintain property insurance on the Premises (other than for assets therein owned by Operator), against damage or destruction by fire, flood, hurricanes, tornados, terrorism or other casualty under a standard "all risk" policy ("Damage"). Insurance shall be for one hundred percent (100%) replacement value. City shall be responsible for paying deductible costs, except that in the event the damage by fire or by other casualty is due to any fault or neglect of the Operator, then the Operator shall be responsible for paying a reasonable deductible, not to exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate. City shall also maintain the following insurance coverages: (a) Commercial General Liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily liability, premises and operations, personal and advertising injury; products and completed operations; contractual liability; (b) Excess Umbrella with minimum limits of \$5,000,000 per occurrence and in the aggregate; (c) Workers' Compensation covering City's employees meeting statutory limits in compliance with the applicable state and federal laws. Operator will be named as additional insured on such policies and City will provide to Operator certificates of insurance evidencing such coverage. Certificates of insurance shall be produced to Operator prior to the Commencement Date. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of North Carolina.

8.2.2 In lieu of purchasing insurance policies as described in Section 8.2.1, the City may self-insure or participate in pooled coverage with other governmental units, with reserves adequate to provide equivalent coverage to that listed in Section 8.2.1.

Section 8.3. Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting City which arise out of any of the matters relating to this Agreement or otherwise, Team and Operator shall notify City promptly upon becoming aware of same and Team and Operator shall give City all pertinent information possessed by Team and Operator and

reasonable assistance in the defense or other disposition thereof. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting Team or Operator which arise out of any of the matters relating to this Agreement or otherwise, City shall notify the Operator promptly upon becoming aware of same and City shall give Operator all pertinent information possessed by City and reasonable assistance in the defense or other disposition thereof.

ARTICLE IX INDEMNIFICATION

Section 9.1. Indemnification.

9.1.1 Team and Operator shall, except as otherwise provided in this Section 9.1.1, defend, protect, indemnify and hold City and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property resulting from, arising out of or in connection with (i) the use or occupancy of the Premises by Team or Operator, or by Team's or Operator's respective contractors, employees, officers, directors or agents on or after the Commencement Date, (ii) Team's or Operator's failure to comply with its obligations under this Agreement or (iii) the negligence or intentional misconduct of Team or Operator, or of Team's or Operator's contractors, employees, officers, directors or agents. Notwithstanding the provisions of the preceding paragraph, Team and Operator shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a person or any damage to property (including loss of use) to the extent of the gross negligence or intentional misconduct of City, its employees, officers, directors, contractors, agents or invitees;
- (b) City's violation of any provisions of this Agreement or any applicable Governmental Authority or deed restriction or insurance policy, now or hereafter in effect and applicable to City;
- (c) The existence of any Hazardous Materials in, on or under the Premises prior to the Commencement Date; or
- (d) Any environmental event caused by City or any of its employees, officers, directors, contractors, agents or invitees.

9.1.2 To the extent permitted by law, City shall, except as otherwise provided in this Section 9.1.2, defend, protect, indemnify and hold Team and Operator and their respective officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property resulting from, arising out of or in connection with (i) the use or occupancy of the Premises prior to the Commencement Date, (ii) City's failure to comply with its obligations under this Agreement, or (iii) the negligence or intentional misconduct of City or City's contractors, employees, officers, directors, agents or invitees. Notwithstanding the provisions of the preceding paragraph, City shall not be liable for any liabilities, damages, suits, claims and judgments of any

nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

- (a) Any injury to or death of a person or any damage to property (including loss of use) to the extent of the gross negligence or intentional act of Team or Operator, or their respective employees, officers, directors, contractors, agents or invitees;
- (b) Team's or Operator's violation of any provisions of this Agreement or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Team or Operator;
- (c) Any Hazardous Materials that are introduced to the Premises after the Commencement Date by Team or Operator, or any of their respective employees, officers, directors, contractors, or agents; or
- (d) Any environmental event caused by Team or Operator, or any of their respective employees, officers, directors, contractors, or agents.

The provisions of this Section 9.1 are solely for the benefit of City, Team and Operator and are not intended to create or grant any rights, contractual or otherwise, to any other Person.

Section 9.2. Indemnification Procedures. In case any claim shall be brought or, to the knowledge of any indemnitee, threatened against any indemnitee in respect of which indemnity may be sought, such indemnitee shall promptly notify the other in writing; provided, however, that any failure so to notify shall not relieve the indemnitor of its obligations under Section 9.1 or 9.2, as applicable, unless (i) such failure so to notify precludes investigation and defense of such claims as a matter of law, and (ii) the indemnitor does not otherwise have knowledge, either actual or constructive, of such claim. The indemnitor shall have the right (and obligation, subject to the terms below) to assume the investigation and defense of all claims, including the employment of counsel, reasonably acceptable to the indemnitee, and the payment of all expenses. Each indemnitee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such indemnitee unless (i) the employment of such counsel has been specifically authorized by indemnitor, in writing, (ii) indemnitor has failed after receipt of notice of such claim to assume the defense and to employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both parties, and the indemnitee, after consultation with its counsel, reasonably believes that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnitor (in which case, if such indemnitee notifies the indemnitor in writing that it elects to employ separate counsel at indemnitee's expense, indemnitor shall not have the right to assume the defense of the action on behalf of such indemnitee; provide, however, that indemnitor shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnitee, which firm shall be designated in writing by the indemnitees). Each indemnitee shall cooperate with the indemnitor in the defense of any action or claim. The indemnitor shall not be liable for any settlement of any action or claim without its consent, but if any such action or claim is settled with the consent of the indemnitor or there be final judgment or agreement for the plaintiff in any such action or with respect to any such claim, the indemnitor shall indemnify and hold harmless the indemnitees from and against any damages by reason of such settlement or judgment.

Section 9.3. Survival Right to Enforce. The provisions of this Article IX shall survive the termination of this Agreement. In the event of failure by an indemnitor to observe the covenants, conditions and

agreements contained in this Article IX, any indemnitee may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the indemnitor under this Article IX. Except as otherwise provided in Article X below, the obligations of the parties under this Article IX shall not be affected by any assignment or other transfer of its rights, titles or interests under this Agreement and will continue to inure to the benefit of the indemnitees after any such transfer.

ARTICLE X ASSIGNMENTS; MORTGAGES

Section 10.1. Assignment.

10.1.1 Except as provided below, Team and Operator shall not assign their respective interests in this Agreement, in whole or in part, or any of their respective rights or obligations hereunder without the prior written consent of City, which consent may be withheld if in City's sole judgment such assignment might materially and adversely affect the financial condition or operations of the Stadium or if, in City's sole judgment, such assignment is to a party that is less credit-worthy than Team or Operator.

10.1.2 Upon any assignment or transfer as described above, the assignor shall be released from liability under this Agreement (other than any liabilities arising or accruing prior to the date of assignment).

Section 10.2. Notice of Intent. If Team or Operator shall, at any time during the Term, desire to assign this Agreement or all or part of its interests under this Agreement to a party, Team or Operator (as applicable) shall give notice thereof to City, which notice shall be accompanied by: (a) a conformed or photo static copy of the proposed assignment; (b) a statement setting forth, in reasonable detail, the identity of the proposed assignee and the nature of its business; (c) current financial information with respect to the proposed assignee, including its most recent financial statement (which may take into account the effects of the transfer); (d) banking and business references of the proposed assignee; and (e) evidence satisfactory to City that the proposed assignee has been approved by a Sanctioning Association to own and operate a minor league baseball team and have its home games played at the Stadium.

Section 10.3. Conditions Upon City's Consent to Assignment. In the event that Team or Operator complies with all of the provisions of Sections 10.1 and 10.2 and provided no Event of Default then exists, City's consent to a proposed assignment shall not be unreasonably withheld or delayed, provided and upon condition that: (a) the proposed assignee is a reputable person or entity of good standing in the business community and with financial worth (after giving effect to the transfer) not less than that of Team or Operator (as applicable) as of the date hereof, and City has been furnished with reasonable proof thereof; (b) the proposed assignment shall be in a form reasonably satisfactory to City and shall comply with the provisions of this Agreement; and (c) Team or Operator shall reimburse City on demand for any costs and overhead that may be incurred and substantiated by City in connection with said assignment, including the costs of making investigations as to the acceptability of the proposed transferee and reasonable legal costs incurred in connection with the granting or withholding of any requested consent. If the foregoing conditions to an assignment are satisfied and the assignment is made, then upon such assignment the named Team or Operator (as applicable) herein shall be released herefrom with respect to obligations, covenants, and agreements to be observed and performed by the named Team or Operator under this Agreement after such date, unless otherwise agreed by the parties or unless otherwise set forth expressly in this Agreement.

Section 10.4. Assignments and Concession Arrangements. Notwithstanding the foregoing, this Section 10 shall not limit or otherwise restrict Team's or Operator's exercise of its rights or performance of its obligations hereunder, including, without limitation, Team's or Operator's right to enter into or grant certain contractual rights, subcontracts, sublicenses, and other arrangements for concessions, retail, security, services and other providers as Team or Operator may desire, all without consent from City, to the extent such contracts, subcontracts, sublicenses and other arrangements do not circumvent any prohibition or restriction on the assignment of Team's or Operator's rights or obligations hereunder as a whole.

Section 10.5. Mortgages. Team and Operator shall have no right to encumber by mortgage, deed of trust, security agreement or other instrument in the nature thereof (collectively, a "Mortgage") or otherwise to encumber or affect in any way the titles, interests, or estates of City in or to the Land or the Premises, but Team and Operator may encumber Team's or Operator's receivables, accounts, or revenue streams from the Premises, and Removables, all without the need for obtaining City's consent.

ARTICLE XI DEFAULT

Section 11.1. City Default. The occurrence of any of the following shall be an "Event of Default" by City or a "City Default": (a) the failure of City to pay any of its monetary obligations under this Agreement when due and payable under this Agreement if such failure continues for thirty (30) days after Team or Operator gives notice to City that such amount was not paid when due; (b) abandonment of the Project by City or any termination, in whole or in part, of any of the Design-Build Contract or any of the work thereunder by City, unless pursuant to a right of termination based upon the existence of an event of default under such Design-Build Contract; (c) any suspension of the Project Improvements Work by City for longer than sixty (60) consecutive days or one hundred twenty (120) days in any three hundred sixty-five (365) day period for any reason other than Force Majeure; (d) the failure of City to substantially perform or substantially observe any of the obligations, covenants or agreements to be performed or observed by City under this Agreement, including the non-appropriation of any funds, if necessary, to fulfill City's monetary obligations prior to the date such obligations are due, within thirty (30) days after notice from Team or Operator of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then no Event of Default by City shall occur unless City fails to commence such performance or observance within such thirty (30) day period and fails to diligently prosecute such performance or observance to conclusion thereafter; provided further, however, that if such performance or observance has not been accomplished within one hundred twenty (120) days after notice from Team or Operator to City of such failure (notwithstanding City's diligent prosecution of its curative efforts), then such failure shall constitute an Event of Default by City hereunder; or (e) the occurrence of an Act of Bankruptcy with respect to City.

Section 11.2. Team's and Operator's Remedies. If a City Default shall have occurred and be continuing, Team or Operator (as applicable) may, at its sole discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Agreement: (a) Team or Operator may terminate this Agreement, as provided in Section 11.5 (except that the notice requirements of Section 11.5 shall not be required with respect to City Default specified in Section 11.1(e) above); (b) enforce the performance of this Agreement by seeking specific performance or injunctive relief or by any other means; and (c) Team or Operator may exercise any and all other remedies available to Team or Operator at law or in equity, but subject to any limitations set forth in this Agreement.

Section 11.3. Operator or Team Default. The occurrence of the following shall be an "Event of Default" by Operator or Team, or an "Operator or Team Default": (a) the failure of Team or Operator to pay any

of its monetary obligations to City under this Agreement when due and payable if such failure continues for thirty (30) days after City gives notice to Team or Operator that such amount was not paid when due; (b) the failure of Team or Operator to substantially perform or substantially observe any of the obligations, covenants or agreements to be performed or observed by Team or Operator under this Agreement or the Exclusive Use Lease Agreement within thirty (30) days after notice from City of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such thirty (30) day period, then no Event of Default by Operator or Team shall occur unless Team or Operator fails to commence such performance or observance within such thirty (30) day period and fails to diligently prosecute such performance or observance to conclusion thereafter; provided further, however, that if such performance or observance has not been accomplished within one hundred twenty (120) days after notice from City to Team or Operator of such failure (notwithstanding Team's or Operator's diligent prosecution of its curative efforts), then such failure shall constitute an Event of Default by Operator or Team hereunder; (c) the occurrence of an Act of Bankruptcy with respect to Team or Operator; (d) abandonment of Premises by Team or Operator; (e) failure to maintain location in City of the Team, as required in Section 2.2(g), Section 4.5, and Section 7.17 herein; (f) failure to maintain approval and good standing by a Sanctioning Association of the Team, as required in Section 2.2(g) and Section 7.17 herein; (g) failure to maintain the Premises commensurate with Sanctioning Association's facilities standards and regulations and/or at a level commensurate with the Comparable Facilities, whichever level is determined to be a higher standard by a qualified inspector, as referenced in Section 5.5 herein; or (h) the transfer of the Team or Team Rights as set forth in Section 7.6(ii).

Section 11.4. City's Remedies. If any Operator or Team Default shall have occurred and be continuing, City may, at its sole discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Agreement: (a) City may terminate this Agreement or Team's or Operator's right of possession of the Premises as provided in Section 11.5 (except that the notice requirements of Section 11.5 shall not be required with respect to the Operator or Team Default specified in Section 11.3(c) above); (b) seek another professional or amateur (including collegiate) baseball team to conduct its regularly scheduled home games at the Stadium; (c) City may, in its own name and for its own account, without impairing the ability of City to pursue any other remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute, institute such action against Team or Operator as may appear necessary or desirable to collect such Management License Fees, Management Commissions and any other amounts then due under this Agreement, or to enforce performance and observance of such covenant, condition or obligation of Team or Operator hereunder, or to recover damages for Team's or Operator's non-payment, non-performance or non-observance of the same; (d) City may exclude Team or Operator from possession of the Premises and reenter the same and take whatever action at law or in equity as may appear necessary or desirable to collect the Management License Fees, Management Commissions and any other amounts then due, to enforce performance and observance of any covenant, condition or obligation of Team or Operator hereunder, or to recover damages for Team's or Operator's non-payment, nonperformance or non-observance of the same; provided that City shall be required to mitigate its damages to the extent required by law and Section 11.6(b) hereof; (e) enforce the performance of this Agreement by seeking specific performance or injunctive relief or by any other means; and (f) exercise any and all other remedies available to City at law or in equity, but subject to any limitations set forth in this Agreement.

Section 11.5. Termination. Upon the occurrence of a City Default as described in Section 11.1 or an Operator or Team Default as described in Section 11.3, the non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give to the defaulting Party notice (a "Final Notice") of the non-defaulting Party's intention to terminate this Agreement or, in the event of an Operator or Team Default, Team's or Operator's right of possession of the Premises, after the expiration of a period of ninety (90) days from the date such Final Notice is delivered unless the Event of Default is cured, and upon expiration of such ninety (90) day period, if the Event of Default is not cured, this Agreement shall

terminate and/or Team's or Operator's possessory interest shall terminate, as applicable, without liability to the non-defaulting Party. If, however, within such ninety (90) day period the defaulting Party cures such Event of Default, then this Agreement shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, no Final Notice shall be required and the non-defaulting Party may declare this Agreement immediately terminated if the Event of Default with respect to the defaulting Party is an Act of Bankruptcy. In the event of a termination of this Agreement by either Party under this Section 11.5, then notwithstanding anything to the contrary set forth in this Agreement all obligations of the Parties hereunder automatically shall terminate also, without liability to the other Party except for those obligations which, by their terms, are intended to survive termination of the Agreement.

Section 11.6. Team and Operator to Remain Liable for Payments; Replacement of Operator.

11.6.1 Notwithstanding the exercise by City of its remedies pursuant to Section 11.4 hereof (other than termination), Team and Operator shall continue to be liable for the payment of all amounts payable under Section 4.3 hereof and other amounts, if any, payable under this Agreement. Team and Operator shall make such payments at the same times and in the same manner as provided in this Agreement.

11.6.2 In the event City elects to exclude Team or Operator from management and possession of the Premises and re-enter same, then City shall use commercially reasonable efforts to find a new operator for the Premises for the maximum Management License Fee, Management Commissions, or other similar operating fees which it may reasonably obtain, provided, however, that City shall have no obligation to engage as a new operator for the Premises any person who will not use the Premises for the purposes set forth in Section 4.5 hereof. Any such amounts received prior to the stated termination date of this Agreement shall be applied first to the payment of reasonable expenses incurred by City in connection with finding and engaging a new operator, and second, to reimburse City for Management License Fees and Management Commissions due hereunder.

Section 11.7. No Remedy Exclusive. No remedy herein conferred upon either party is intended to be exclusive of any other available remedy or remedies, and each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default granted under this Agreement shall impair any right or power or shall be construed to be a waiver thereof, and any such right or power may be exercised from time to time and as often as may be deemed expedient, and the exercise of any one right or remedy shall not impair the right to any or all other remedies under this Agreement. **NOTWITHSTANDING ANY CONTRARY PROVISIONS HEREOF IN NO EVENT SHALL CITY, TEAM OR OPERATOR BE LIABLE TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF CITY, TEAM OR OPERATOR OR ANY OF THEIR AFFILIATES OR RELATED PARTIES. WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF CITY, TEAM OR OPERATOR FOR RECOVERY OF SUCH DAMAGES PURSUANT TO ARTICLE IX TO THE EXTENT SUCH DAMAGES WERE AWARDED TO A THIRD PARTY AGAINST CITY, TEAM OR OPERATOR, AS APPLICABLE.**

Section 11.8. No Additional Waiver Implied By One Waiver; Consents to Waiver. The waiver of a party of any breach by another party of any covenant, condition or obligation under this Agreement shall

not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, condition or obligation under this Agreement, nor shall any forbearance by a non-defaulting party not breaching to seek a remedy for any breach by another party be a waiver by such non-defaulting party not breaching any of its rights and remedies with respect to such breach or any subsequent breach of the same or with respect to any other breach.

Section 11.9. Delay not a Waiver. No delay or omission in the exercise of any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein, and every power or remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient. Any party may waive any default which in its opinion has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedies under this Agreement. No such waiver shall extend to or affect any other existing or subsequent default or impair any rights or remedies consequent thereon.

Section 11.10. Declaratory or Injunctive Relief. Each Party acknowledges and agrees that (a) a breach or threatened breach by such Party of certain of its obligations under this Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by such Party of any such obligations occurs, then, in addition to the remedies set forth in this Article XI, the Parties shall be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, and declaratory relief with respect to any matter under this Agreement.

Section 11.11. Interest on Overdue Obligations. If any sum due hereunder is not paid on the due date thereof, the Party hereto owing such obligation to the other Party shall pay to the other Party interest thereon at the Default Rate, concurrently with the payment of the amount from the date such amount was due until paid. Any payment of interest at the Default Rate pursuant to this Agreement shall not excuse or cure any default hereunder.

Section 11.12. Attorney's Fees. The defaulting Party shall pay all of the non-defaulting Party's reasonable fees and expenses, including reasonable attorneys' fees, in enforcing any covenant to be observed by the defaulting Party or pursuing any remedy upon an Event of Default with respect to such Party.

ARTICLE XII DAMAGE AND CONDEMNATION

Section 12.1. Damage and Destruction.

- 12.1.1** If the Premises are destroyed (in whole or in part) or are damaged by fire or other casualty, Operator shall promptly give written notice thereof to City. All applicable insurance proceeds shall be applied by City either to repair, rebuild or restore the property damaged or, if the parties determine and mutually agree that it is impracticable to rebuild the Premises, subject to the provisions of Section 12.1.2, such proceeds shall be used to effect the defeasance or prior redemption of obligations issued for the construction of the Stadium. Any remaining balance after payment for such repair, rebuilding or restoration shall be deposited into the Capital Repair, Maintenance and Improvements Account, and City shall receive a corresponding credit against its future funding obligations to same, as described in Section 7.3 herein.

12.1.2 City will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by City after consultation with Operator and which will not impair productive capacity or the character of the Premises. City shall consider, in good faith, any requests or suggestions made by Operator with respect to any such changes, alterations and modifications. If such damage results in an Unacceptable Condition, all Management License Fees shall abate on a prorata basis during the period of repair and restoration. Notwithstanding the foregoing, in the event that (a) substantially all of the improvements shall be damaged or destroyed by casualty at any time during the final five (5) years of the Term creating an Unacceptable Condition or (b) any portion of the Premises shall be damaged or destroyed by casualty at any time during the Term and the Governmental Rules then applicable to the Premises do not permit the restoration of the Premises so as to eliminate an Unacceptable Condition, then either City or Operator may, at such party's option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after such damage or destruction), terminate this Agreement by serving upon the other parties hereto notice within such period setting forth City's or Operator's, as applicable, election to terminate this Agreement as a result of such damage or destruction as of the end of the calendar month in which such notice is delivered to the other parties hereto. Upon the service of such notice and the making of such payments within the foregoing time period, this Agreement shall cease and terminate on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the expiration date of this Agreement and no parties shall have any further obligations hereunder, except for any obligations which, by their terms, are intended to survive termination of the Agreement.

Section 12.2. Condemnation.

12.2.1 In the event that title to the Premises or the interest of Team or Operator created by this Agreement or any part of either thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under Governmental Authority, or shall be conveyed in lieu thereof, this Agreement shall terminate. Any condemnation award attributable to any interest of Team or Operator created by this Agreement shall be paid to Team or Operator (as applicable) and any condemnation award attributable to the temporary use or temporary condemnation of the Premises shall be divided equitably among Operator, Team and City based on Operator's, Team's and City's scheduled use of the Premises during such period. If only a part of the Premises or interest of Team or Operator is taken, City will cause any proceeds received by it from any award made in such eminent domain proceedings with respect to the Premises, to be applied towards the restoration of the Premises to allow for the operation of the Premises in substantially the same manner and to the extent that it was operated prior to the exercise of the said power of eminent domain. City shall use good faith and reasonable diligence to restore the Premises. If City does not restore the Premises as set forth above, then Team or Operator (as applicable) may terminate this Agreement and shall have no further obligations hereunder, except for any obligations which, by their terms, are intended to survive termination of the Agreement.

12.2.2 City shall cooperate fully with Team and Operator in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof and will, to the extent it may lawfully do so, permit Team or Operator to

litigate in any such proceedings for the purpose of seeking and obtaining a separate award for damage to the Removables, the value of Team's or Operator's interest, and damage to Team's or Operator's business. In no event will City voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the value of Team's or Operator's interest, and damage to Team's or Operator's business without the written consent of Team or Operator (as applicable), which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, if as a result of any condemnation, an Unacceptable Condition exists or if the damage caused thereby occurs during the last three (3) years of the Term, City, Team or Operator may terminate this Agreement by providing written notice to the other parties hereto to such effect whereupon this Agreement shall terminate as of the date set forth in such notice and City, Team and Operator shall have no further obligations hereunder, except for any obligations which, by their terms, are intended to survive termination of the Agreement. The provisions of this Article XII shall survive the termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.1. Amendments, Changes and Modification. No amendment, change, addition to or waiver of any of the provisions of this Agreement shall be binding upon the parties hereto unless in writing signed by an Authorized Representative of Operator, Authorized Representative of Team, and an Authorized Representative of City.

Section 13.2. Applicable Law; Venue. The Agreement shall be governed exclusively by the provisions hereof and by the applicable Governmental Rules of the State of North Carolina, without giving effect to the principles of conflicts of law. Venue for any proceeding to enforce this Agreement shall be in Guilford County, North Carolina. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 13.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the Term such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

Section 13.4. Notices and Demands. Any notices or other communications required or desired to be given to the other party hereto shall be given in writing and delivered by courier, overnight delivery service, facsimile transaction or through the U.S. postal service, postage prepaid and by certified mail, return receipt requested, at the following addresses:

To City: City of High Point
 211 South Hamilton

High Point, NC 27260
Attention: City Attorney

and

City of High Point
211 South Hamilton
High Point, NC 27260
Attention: City Manager

With copy to: Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
Attention: Bruce Ashley

To Operator
or Team: 449 S. Wrenn Street
High Point, NC 27260
Attn: Coy O. Williard, Jr.

With copy to: Kilpatrick Townsend, LLP
4208 Six Forks Road, Suite 1400
Raleigh, NC 27609
Attention: James P. Cain

Section 13.5. References. All references in this Agreement to particular Articles or sections are references to Articles or sections of this Agreement, unless otherwise indicated. Article and section headings are furnished for convenience only and do not constitute a part of this Agreement. References in the singular number in this Agreement shall be considered to include the plural, if and when appropriate, and vice versa. Any times referred to herein shall be deemed references to High Point, North Carolina time.

Section 13.6. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 13.7. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 13.8. Recordation. City, Team and Operator shall not record this Agreement, but both parties agree, on request of the other, to execute a memorandum of this Agreement in recordable form and complying with applicable Governmental Rules of the State, which memorandum may be recorded by the requesting party.

Section 13.9. Attorneys' Fees. The prevailing party in any litigation related to this Agreement shall be entitled to recover from the non-prevailing party or parties the reasonable attorneys' fees and costs incurred by such prevailing party in connection with such litigation.

Section 13.10. Time is of the Essence. Time is expressly declared to be of the essence in this Agreement.

Section 13.11. Parties' Relationship. It is the intent of the Parties, as evidenced by this Agreement, that the relationship among City, Team and Operator is solely a contractual relationship pursuant to which Team will own and operate a professional baseball team to play its games at Stadium and Operator will

provide specified third-party management and operational services necessary for the operation of the Premises as set forth herein. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, or by any third party, to create the relationship between City and either Team or Operator of partnership, joint venture, or landlord and tenant (except to the extent set forth in the Exclusive Use Lease Agreement), but only a contractual relationship pursuant to which Team and Operator will act as third-party service providers having all the rights and obligations conferred upon and assumed by Team and Operator as herein set forth. The employees or agents of City may not be, nor be construed to be, the employees or agents of Team or Operator for any purpose, and the employees or agents of Team and Operator may not be, nor be construed to be, employees or agents of City for any purpose.

Section 13.12. Operator's Remedial Work. Operator shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Authority to be performed with respect to (i) any violation of Environmental Law caused by Team or Operator or any of their respective agents, contractors or subcontractors or (ii) environmental contamination from any Hazardous Materials that were introduced to the Premises on or after the Commencement Date by Team or Operator or their respective agents, contractors or subcontractors at any time ("Operator's Remedial Work"). Operator shall promptly inform City and all applicable Governmental Authorities of any such violation of Environmental Law or any Hazardous Materials discovered by Team or Operator (or any agent, contractor or subcontractor of Team or Operator) in, on or under the Premises, promptly furnish to City any and all reports and other information available to Team or Operator concerning the matter, and diligently undertake such actions required by the Governmental Authority pursuant to Environmental Law.

Section 13.13. City's Remedial Work. City shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental Authority to be performed with respect to (i) any violation of Environmental Law caused by City or any of its agents, contractors or subcontractors or (ii) environmental contamination from Hazardous Materials that were introduced to the Premises on or before the Commencement Date (but excluding Hazardous Materials introduced by Team or Operator or their respective agents, contractors or subcontractors at any time) (the "City's Remedial Work"). City shall promptly inform Operator and all applicable Governmental Authorities of any such violation of Environmental Law or any Hazardous Materials discovered by City (or any agent, contractor or subcontractor of City) in, on or under the Premises, promptly furnish to Operator any and all reports and other information available to City concerning the matter, and diligently undertake such actions required by the Governmental Authority pursuant to Environmental Law.

Section 13.14. Binding on Successors and Assigns. The Parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications, and recitals contained in this Agreement, except as otherwise expressly stated herein, shall extend to, inure to the benefit of and bind, City, Team and Operator, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Agreement, such that this Agreement shall always bind the successors of Operator, Team and City, or any portion thereof, and shall bind predecessors thereof except as otherwise expressly provided herein.

Section 13.15. Non-Appropriation.

13.15.1 Current Expenses. Except for the funds to be provided pursuant to Section 3.2, the obligations of City for payment and other monetary obligations under this Agreement are each subject to an appropriation and, accordingly, (i) shall constitute a current expense of City in the fiscal year of City to which an obligation applies and (b) shall not constitute an indebtedness of City within the meaning of any applicable Governmental Rule.

Nothing herein shall constitute a pledge by City of any funds, other than funds designated pursuant to lawful appropriations from time to time to pay any money or satisfy any other monetary obligation under any provision of this Agreement.

13.15.2 Result of Non-Appropriation. If a non-appropriation occurs in response to a request for a proposed appropriation, City shall provide Operator with written notice of such non-appropriation on or before the twentieth (20th) day after the non-appropriation.

Section 13.16. Authority to Execute. Each of the Parties acknowledges that the individual who has executed this Agreement has been duly authorized to execute this Agreement. A certified copy of the required City resolution or action of Team's and Operator's board of directors has been furnished by each Party to the other Party for attachment to this Agreement.

Section 13.17. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

Section 13.18. Limitations Regarding Premises. City does not warrant its title to the Premises. This Agreement and the rights and privileges granted Operator in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Agreement may be construed to imply the conveyance to Team or Operator of rights in the Premises that exceed those owned by City.

Section 13.19. Non-Discrimination. Team and Operator warrant that they are and will continue to be Equal Opportunity Employers. Team and Operator covenant and agree that Team and Operator will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services at, on, or in the Premises, on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State. City hereby reserves the right to take action to enforce this covenant.

Section 13.20. Not for Benefit of Third Parties. This Agreement is only for the benefit of City, Team and Operator, and no third party has any rights or claims under this Agreement. No provision of this Agreement creates a third party claim against City, Team or Operator beyond that which may legally exist in the absence of any provision of this Agreement.

Section 13.21. Other City Ordinances. This Agreement and the ordinance that authorized the execution of this Agreement do not operate to repeal, rescind, modify, or amend any ordinances or resolutions of City relating to the use or obstruction of streets, the granting of permits, and any regulations relating to the preservation of order and movement of traffic, or any other ordinances, resolutions, or regulations not specifically set forth in the ordinance authorizing this Agreement. Notwithstanding the foregoing, if any of such ordinances or resolutions prohibit Team or Operator from:

13.21.1 operating professional baseball games at the Stadium in accordance with the terms and conditions of this Agreement, then Team and Operator shall have the right to terminate this Agreement in accordance with Section 11.5, including after giving effect to any applicable cure periods, without further liability to City; or

13.21.2 staging Operator Events at the Stadium in accordance with the terms and conditions of this Agreement, then Operator and City shall negotiate in good faith to reduce the amount of the Management License Fee to reflect the loss to Operator caused by its inability to stage such Operator Events.

Section 13.22. Surrender. Team and Operator acknowledge and understand that City's agreement to engage Operator to operate the Premises as provided by this Agreement is expressly conditioned on the understanding that the Premises must be surrendered, upon the expiration, termination, or cancellation of this Agreement, in as good a condition as received, reasonable use and wear, Force Majeure events, acts of God, fire and flood damage or destruction where Team and Operator are without fault, excepted.

Section 13.23. Conditions Precedent. This Agreement and the obligations of City, Team and Operator hereunder shall not become effective unless and until all the following conditions are met, unless otherwise waived in writing by the party against whom such condition is charged:

13.23.1 The High Point City Council must approve this Agreement together with the Exclusive Use Lease Agreement and the Project Construction Documents and all other governmental approvals, including any required approval of the North Carolina Local Government Commission with respect to the financing of the Project, must have been obtained;

13.23.2 City or its designee shall have acquired fee ownership of the Land on commercially reasonable terms;

13.23.3 City shall have secured bond financing, on commercially reasonable terms (as determined by City, in its sole discretion), for the development of the Premises;

13.23.4 Operator or Team shall have acquired (or have proof of a contractual right to acquire, in a form acceptable to City) an Atlantic League professional baseball team to play at the Premises;

13.23.5 Operator or Team shall have acquired all necessary baseball approvals from the Sanctioning Association, in a form reasonably satisfactory to City, with respect to (a) the transactions contemplated by Section 13.25.4 above, (b) the relocation of a full season minor league baseball team High Point, North Carolina, which will be the Team, (c) the Team to play its home games at the Stadium, and (d) such other approvals as are required by the Sanctioning Association with respect to the transactions contemplated by this Agreement;

13.23.6 Operator or Team shall have demonstrated to City's reasonable satisfaction acquisition of an amount of initial operating capital necessary to begin operation of the Stadium and Team, as measured against Comparable Facilities and other minor league independent professional baseball teams; and

13.23.7 Operator or Team shall have entered into a binding agreement with BB&T Bank for Naming Rights, and such agreement shall include provisions for payment of at least Five Hundred Thousand Dollars per Agreement Year for the first fifteen (15) Agreement Years hereunder.

The Parties agree to work in good faith and use commercial best efforts to assure that all of the conditions set out in this section are satisfied. If any of the foregoing conditions are not satisfied on or before January 31, 2018, as it may be extended by mutual agreement of the Parties, either Party may terminate this Agreement upon written notice to the other, whereupon it shall be null and void and neither Party shall have any further obligations to the other under this Agreement. Upon satisfaction of the foregoing conditions either Party may request execution of a supplement to this Agreement establishing the satisfaction of the foregoing conditions.

Section 13.24. City Approvals. Except as expressly set forth herein or as may be required by applicable Governmental Rule, any provision in this Agreement requiring the consent or approval of the City, such consent or approval shall be given by the City Manager of the City or his/her designee.

Section 13.25. Survival. Articles XI and XIII shall survive termination of this Agreement together with any other provisions hereof which, by their terms, are intended to survive termination of the Agreement.

Section 13.26. No Waiver of Immunity. Nothing contained in this Agreement shall be construed as any waiver of governmental immunity to the extent that it is possessed or enjoyed by the City, provided that the City shall not be entitled to assert, nor will the City assert, governmental immunity as a bar to enforcement by Team or Operator of any of the City's obligations under this Agreement.

[Signatures Appear on Following Page]

EXECUTED IN DUPLICATE, each of which shall be considered an original, to be effective as of the Effective Date.

CITY:

ATTEST:

CITY OF HIGH POINT, NORTH CAROLINA

Lisa B. Vierling, City Clerk

Jay W. Wagner, Mayor

Date: _____

Date: _____

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

Jeff Moore, Financial Services Director

HIGH POINT DOWNTOWN STADIUM FOUNDATION:

By: _____
Name: Coy O. Williard, Jr.
Title: ~~President~~ Chairman

Date: _____

HIGH POINT BASEBALL, INC.:

By: _____
Name: Coy O. Williard, Jr.
Title: Chairman of the Board

Date: _____

GENERAL NOTES

SURVEY AND ACCURACY

14. BROCKLEY D. PHILLIPS, CERTIFY: THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (NEED CORRECTION RECORDED IN D.E. 72917, PG 2833) DATE 7/25/93, FOR THE 1016 D.B. 72944, P. 274, O.B. 72945, P. 275, T.O.B. 72946, P. 276, D.E. 72947, P. 277, D.E. 72948, P. 278, D.E. 72949, P. 279, D.E. 72950, P. 280, D.E. 72951, P. 281, D.E. 72952, P. 282, D.E. 72953, P. 283, D.E. 72954, P. 284, D.E. 72955, P. 285, D.E. 72956, P. 286, D.E. 72957, P. 287, D.E. 72958, P. 288, D.E. 72959, P. 289, D.E. 72960, P. 290, D.E. 72961, P. 291, D.E. 72962, P. 292, D.E. 72963, P. 293, D.E. 72964, P. 294, D.E. 72965, P. 295, D.E. 72966, P. 296, D.E. 72967, P. 297, D.E. 72968, P. 298, D.E. 72969, P. 299, D.E. 72970, P. 300, D.E. 72971, P. 301, D.E. 72972, P. 302, D.E. 72973, P. 303, D.E. 72974, P. 304, D.E. 72975, P. 305, D.E. 72976, P. 306, D.E. 72977, P. 307, D.E. 72978, P. 308, D.E. 72979, P. 309, D.E. 72980, P. 310, D.E. 72981, P. 311, D.E. 72982, P. 312, D.E. 72983, P. 313, D.E. 72984, P. 314, D.E. 72985, P. 315, D.E. 72986, P. 316, D.E. 72987, P. 317, D.E. 72988, P. 318, D.E. 72989, P. 319, D.E. 72990, P. 320, D.E. 72991, P. 321, D.E. 72992, P. 322, D.E. 72993, P. 323, D.E. 72994, P. 324, D.E. 72995, P. 325, D.E. 72996, P. 326, D.E. 72997, P. 327, D.E. 72998, P. 328, D.E. 72999, P. 329, D.E. 73000, P. 330, D.E. 73001, P. 331, D.E. 73002, P. 332, D.E. 73003, P. 333, D.E. 73004, P. 334, D.E. 73005, P. 335, D.E. 73006, P. 336, D.E. 73007, P. 337, D.E. 73008, P. 338, D.E. 73009, P. 339, D.E. 73010, P. 340, D.E. 73011, P. 341, D.E. 73012, P. 342, D.E. 73013, P. 343, D.E. 73014, P. 344, D.E. 73015, P. 345, D.E. 73016, P. 346, D.E. 73017, P. 347, D.E. 73018, P. 348, D.E. 73019, P. 349, D.E. 73020, P. 350, D.E. 73021, P. 351, D.E. 73022, P. 352, D.E. 73023, P. 353, D.E. 73024, P. 354, D.E. 73025, P. 355, D.E. 73026, P. 356, D.E. 73027, P. 357, D.E. 73028, P. 358, D.E. 73029, P. 359, D.E. 73030, P. 360, D.E. 73031, P. 361, D.E. 73032, P. 362, D.E. 73033, P. 363, D.E. 73034, P. 364, D.E. 73035, P. 365, D.E. 73036, P. 366, D.E. 73037, P. 367, D.E. 73038, P. 368, D.E. 73039, P. 369, D.E. 73040, P. 370, D.E. 73041, P. 371, D.E. 73042, P. 372, D.E. 73043, P. 373, D.E. 73044, P. 374, D.E. 73045, P. 375, D.E. 73046, P. 376, D.E. 73047, P. 377, D.E. 73048, P. 378, D.E. 73049, P. 379, D.E. 73050, P. 380, D.E. 73051, P. 381, D.E. 73052, P. 382, D.E. 73053, P. 383, D.E. 73054, P. 384, D.E. 73055, P. 385, D.E. 73056, P. 386, D.E. 73057, P. 387, D.E. 73058, P. 388, D.E. 73059, P. 389, D.E. 73060, P. 390, D.E. 73061, P. 391, D.E. 73062, P. 392, D.E. 73063, P. 393, D.E. 73064, P. 394, D.E. 73065, P. 395, D.E. 73066, P. 396, D.E. 73067, P. 397, D.E. 73068, P. 398, D.E. 73069, P. 399, D.E. 73070, P. 400, D.E. 73071, P. 401, D.E. 73072, P. 402, D.E. 73073, P. 403, D.E. 73074, P. 404, D.E. 73075, P. 405, D.E. 73076, P. 406, D.E. 73077, P. 407, D.E. 73078, P. 408, D.E. 73079, P. 409, D.E. 73080, P. 410, D.E. 73081, P. 411, D.E. 73082, P. 412, D.E. 73083, P. 413, D.E. 73084, P. 414, D.E. 73085, P. 415, D.E. 73086, P. 416, D.E. 73087, P. 417, D.E. 73088, P. 418, D.E. 73089, P. 419, D.E. 73090, P. 420, D.E. 73091, P. 421, D.E. 73092, P. 422, D.E. 73093, P. 423, D.E. 73094, P. 424, D.E. 73095, P. 425, D.E. 73096, P. 426, D.E. 73097, P. 427, D.E. 73098, P. 428, D.E. 73099, P. 429, D.E. 73100, P. 430, D.E. 73101, P. 431, D.E. 73102, P. 432, D.E. 73103, P. 433, D.E. 73104, P. 434, D.E. 73105, P. 435, D.E. 73106, P. 436, D.E. 73107, P. 437, D.E. 73108, P. 438, D.E. 73109, P. 439, D.E. 73110, P. 440, D.E. 73111, P. 441, D.E. 73112, P. 442, D.E. 73113, P. 443, D.E. 73114, P. 444, D.E. 73115, P. 445, D.E. 73116, P. 446, D.E. 73117, P. 447, D.E. 73118, P. 448, D.E. 73119, P. 449, D.E. 73120, P. 450, D.E. 73121, P. 451, D.E. 73122, P. 452, D.E. 73123, P. 453, D.E. 73124, P. 454, D.E. 73125, P. 455, D.E. 73126, P. 456, D.E. 73127, P. 457, D.E. 73128, P. 458, D.E. 73129, P. 459, D.E. 73130, P. 460, D.E. 73131, P. 461, D.E. 73132, P. 462, D.E. 73133, P. 463, D.E. 73134, P. 464, D.E. 73135, P. 465, D.E. 73136, P. 466, D.E. 73137, P. 467, D.E. 73138, P. 468, D.E. 73139, P. 469, D.E. 73140, P. 470, D.E. 73141, P. 471, D.E. 73142, P. 472, D.E. 73143, P. 473, D.E. 73144, P. 474, D.E. 73145, P. 475, D.E. 73146, P. 476, D.E. 73147, P. 477, D.E. 73148, P. 478, D.E. 73149, P. 479, D.E. 73150, P. 480, D.E. 73151, P. 481, D.E. 73152, P. 482, D.E. 73153, P. 483, D.E. 73154, P. 484, D.E. 73155, P. 485, D.E. 73156, P. 486, D.E. 73157, P. 487, D.E. 73158, P. 488, D.E. 73159, P. 489, D.E. 73160, P. 490, D.E. 73161, P. 491, D.E. 73162, P. 492, D.E. 73163, P. 493, D.E. 73164, P. 494, D.E. 73165, P. 495, D.E. 73166, P. 496, D.E. 73167, P. 497, D.E. 73168, P. 498, D.E. 73169, P. 499, D.E. 73170, P. 500, D.E. 73171, P. 501, D.E. 73172, P. 502, D.E. 73173, P. 503, D.E. 73174, P. 504, D.E. 73175, P. 505, D.E. 73176, P. 506, D.E. 73177, P. 507, D.E. 73178, P. 508, D.E. 73179, P. 509,

PROFESSIONAL AND SYMPHONY

CERTIFICATE OF GS 47-30(f)(1)(i)d

MR. BRADLEY D. PHILLIPS, PLS CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION OR EXCEPTIONS TO THE NOTION OF SUBDIVISION.

EXCISE & NEW TAX
THE PURPOSE OF THIS MAP IS TO RECOMMEND EXISTING PARCEL NO. SHOWING AND

Bradley D. Phillips
BRADLEY D. PHILLIPS, PLS REGISTRATION NO. L-50398

I, BRADLEY D. PHILLIPS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GRS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) Class of survey: A
- (2) Positional accuracy: 0.07'
- (3) Type of GPS field procedure: RTK
- (4) Dates of survey: 11-29-2017
- (5) Datum/EPOCH: NAD 83 (2011)
- (6) Published/Fixed-control use: NCNRS
- (7) Geoid Model: 12A
- (8) Combined grid factor(s): 0.999909045
- (9) Units: U.S. Feet

OWNERSHIP AND DEVOTION:

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) OWNERSHIP OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND HEREBY DEVOTE(S) THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED AND HEREBY DEDICATE(S) TO PUBLIC USE STREETS, PLAYGROUNDS, PARKS, DRAMMAGEWAY AND OPEN SPACE, AND AUTHORIZES FOREVER ALL AREA SO SHOWN OR INDICATED ON SAID PLAT, AND AUTHORIZE(S) THE CITY OF GILFORD POINT TO RECORD THIS PLAT IN THE OFFICE OF THE REGISTER OF DEEDS OF GILFORD COUNTY, NORTH CAROLINA.

OF GUILFORD COUNTY, NORTH CAROLINA

SIGNED Randy E. McCarlin 12/31/17 DATE

ATTEST Virginia L. Lindsey 12/31/17 DATE

1999/11/15 08:50:00

APPROVED FOR RECORDATION BY THE CITY OF HIGH POINT, NORTH CAROLINA ON THE
5TH DAY OF DECEMBER, 2017 PURSUANT TO
THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE.

Robert L. Rodino 12/5/17
DIRECTOR OF PLANNING & DEVELOPMENT DATE

STATEMENT THAT NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

THIS PLAY DOES NOT REQUIRE CERTIFICATE OF APPROVAL BY THE N.C. DIVISION OF HIGHWAYS AS PROVIDED IN G.S. 136-102.6 SUBSECTION (C).

1) 2) 3) 4) 5) 6) 7)

- 1) THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND IS BASED ON EXISTING CORNERS FOUND ON SITE.
- 2) THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM A FLOOD INSURANCE RATE MAP DATED JAN. 16, 2002, SUBJECT TO NOTIFICATION BY DETAILED FLOOD MAP STUDY. SEE CDMA.
- 3) ALL PLANS ARE HORIZONTAL. GROUND SURVEYING UNLESS NOTED OTHERWISE.
- 4) EXISTING BUILDINGS NOT SHOWN AT THIS TIME.
- 5) MARKET PRICES AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 6) METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
- 7) THE RATIO OF PRECISION IS 1:10,000+.
- 8) THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP BE-
CAUSE THE PROPERTY AND RIGHT THEREON BE DISCLOSED BY AN ATTORNEY'S TITLE OPINION WHICH AS OF DATE SHOWN HEREON
DAVIS-MARTIN-POHLL ENGINEERS & SURVEYORS. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING
CORRESPONDING SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NC2100), AND NAD83 (2011), AND NAD83 (2022)
USING THE TICKERS SYSTEM.
- 9) GSD FACTOR 0.29550845
- 10) ZONED: MIXED USE DOWNTOWN (MX-D)
- 11) LAND USE: GENERAL BUSINESS AND OFFICE INSTITUTIONAL
- 12) STREET ABUTMENT CASE 17-04 (D.B. 2001, PG. 3272)
- 13) THE FOLLOWING UTILITY INFORMATION IS APPLICABLE TO ALL OF THE REQUESTED ABANDONMENTS:
1) RETENTION OF A 30-FOOT WIDE CITY OF HIGH POINT ELECTRICAL EASEMENT CENTERED OVER THE EXISTING CITY OF THE
WYNN AND CROSSING THESE HIGH-OF-WAYS.
2) RETENTION OF A 30-FOOT WIDE SUTHER LINE EASEMENT CENTERED OVER EXISTING SENIOR LINES WITHIN OR CROSSING 1.
3) RETENTION OF A 30-FOOT WIDE EASEMENT CENTERED OVER EXISTING WATER LINES WITHIN OR CROSSING 1.
4) RETENTION OF A 30-FOOT WIDE STRUTHEIMER LINE EASEMENT CENTERED OVER EXISTING STRUTHEIMER LINES WITHIN OR
CROSSING 1.
5) RETENTION OF A 30-FOOT WIDE PERMANENT NATURAL GAS EASEMENT CENTERED OVER EXISTING GAS LINES WITHIN OR C.
6) RETENTION OF A 30-FOOT WIDE WYNN ENERGY EASEMENT CENTERED OVER EXISTING WYNN POWER LINES (OVERHEAD &
RIGHT-OF-WAYS).
- 14) THE PURPOSE OF THIS MAP IS TO RECOMBINE EXISTING PARCELS TO MAKE 6 NEW LOTS.

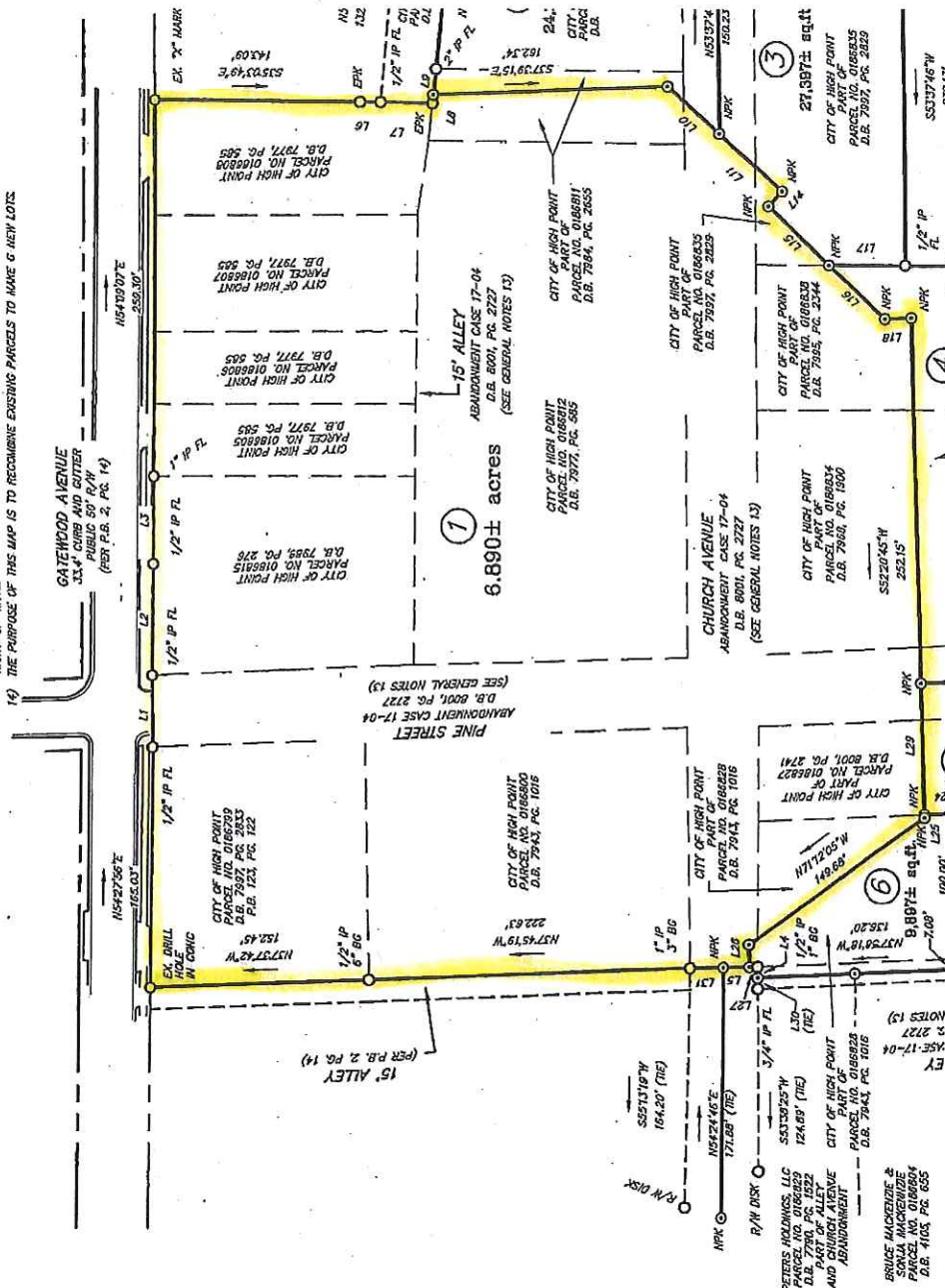


EXHIBIT B
Exclusive Use Areas

EXCLUSIVE USE AREA LEASE AGREEMENT

THIS EXCLUSIVE USE AREA LEASE AGREEMENT (the "Lease") is made and entered into as of the _____ day of _____, 2018, by and between **THE CITY OF HIGH POINT, NORTH CAROLINA** (hereinafter called "City" or "Landlord"), **HIGH POINT BASEBALL, INC.** ("Team"), a non-profit corporation organized and existing under the laws of the State of North Carolina and **HIGH POINT DOWNTOWN STADIUM FOUNDATION** ("Operator"), a non-profit corporation organized and existing under the laws of the State of North Carolina. City, Team and Operator are sometimes each referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, the Parties agree for themselves and their successors and assigns as follows:

1. DESCRIPTION OF DEMISED PREMISES

(a) Use and Operating Agreement. The Parties have entered into a "Use and Operating Agreement" dated January 31, 2018 ("Agreement"), that governs the construction and management of a Stadium (as that term is defined in the Agreement) on certain Land (as that term is defined in the Agreement) within the City of High Point, North Carolina. The Agreement is attached to this Lease as Exhibit A and is incorporated into this Lease by reference. Defined terms used in this Lease shall have the meanings assigned to them in the Agreement.

(b) Demised Premises Defined. The Agreement states the Exclusive Use Areas are those areas of Stadium, identified in this Lease, which shall be reserved for the exclusive use of Team and Operator during the Term. The Exclusive Use Area is comprised of the following spaces, and any necessary space associated with use of such spaces:

- (i) Team Locker Room
- (ii) Showers and Toilets
- (iii) Trainer's Office
- (iv) Training Room
- (v) Equipment Manager/Storage Room
- (vi) Laundry
- (vii) Weight Room
- (viii) Coaches Locker Room
- (ix) Manager's Office and Locker Room
- (x) Coaches and Manager's Shower and Toilet Room
- (xi) Custodial
- (xii) Team Lounge/Buffer area (including kitchenette)
- (xiii) Major League Storage
- (xiv) Batboy Lockers
- (xv) Family Waiting Lounge (including toilet)
- (xvi) Circulation
- (xvii) Ticketing Room
- (xviii) Video Production Room

The Exclusive Use Area comprised of those spaces listed in this Paragraph 1(b)(i)-(xvi), shall be referred to collectively as the "Demised Premises" in this Lease.

(c) Lease of Demised Premises. Landlord hereby leases to Team and Operator, and Team and Operator hereby accept and rent from Landlord, in accordance with this Lease's terms and conditions, the "Demised Premises."

2. TERM

(a) Initial Term. The term of this Lease shall commence on the date (the "Lease Commencement Date") that is the Commencement Date under the Agreement and shall continue for a period of ten (10) years from the Lease Commencement Date (the "Initial Term"). Once the Lease Commencement Date is established, Landlord, Team and Operator agree to execute a document confirming the Lease Commencement Date, and the Memorandum of Lease to be recorded as required by Paragraph 21 of this Lease shall reflect the Lease Commencement Date and scheduled expiration date of this Lease. Upon expiration of the Initial Term and provided that the Agreement is still in effect, City, Team and Operator shall use their best efforts to enter into a new lease agreement on substantially the same terms and conditions as contained herein.

(b) Occupancy of the Demised Premises. During each calendar year during the Initial Term and during any Renewal Periods, Team and Operator shall have the right to control, occupy, and use the Demised Premises pursuant to this Lease at all times, and Landlord shall not have the right to control, occupy, and use (and grant to others the right to control, occupy, and use) the Demised Premises. Nothing in this paragraph, however, shall affect any rights that Team, Operator or Landlord may have with respect to the Demised Premises by virtue of the Agreement.

(c) Automatic Termination. Notwithstanding anything herein to the contrary, this Lease shall terminate automatically upon the termination of the Agreement.

3. RENTAL AND OTHER TENANT PAYMENTS

(a) Rental.

(i) Initial Term Rental. During the Initial Term, on or before the Lease Commencement Date and then each year on or before the anniversary of that date, Team or Operator shall pay to Landlord, without notice, demand, reduction, setoff or any defense in accordance with the payment instructions set forth in Paragraph 3(f) below, an annual rental (the "Initial Term Rental") equal to a market rate lease payment calculated and agreed to by the parties for the Exclusive Use Areas based on the square footage of the Exclusive Use Areas to be determined after final plans and construction drawings for the Project are agreed to by the Parties and the exact nature and square footage of the Exclusive Use Areas is determined. It is the Parties' intention that after final plans and construction drawings for the Project are agreed to by the Parties and the exact nature and square footage of the Exclusive Use Areas is determined, this Paragraph 3(a)(i) will be amended to reflect the actual amount of the Initial Term Rental.

(ii) The Initial Term Rental and any extension or holdover period are sometimes hereinafter referred to as "Rental."

(b) Taxes. Team or Operator shall pay all ad valorem taxes (or any tax hereafter imposed in lieu thereof) assessed against this Lease pursuant to applicable provisions of North Carolina law. Team and Operator shall further pay all taxes assessed against its respective personal property in the Demised Premises. Team and Operator shall have the right to contest the applicability or amount of any tax by appropriate proceedings.

(c) Operating and Maintenance Costs. The Parties' obligations with respect to the payment of operating expenses, including maintenance costs, with respect to the Stadium, including the Demised Premises, are set forth in the Agreement.

(d) Documentary Tax. In the event that any documentary stamp tax, sales tax or any other tax or similar charge (exclusive of any income tax payable by the Landlord as a result hereof) levied on the rental, leasing or letting of the Demised Premises, whether local, state or federal, is required to be paid due to the execution hereof or otherwise with respect to this Lease or the payments due hereunder, the cost thereof shall be borne by Team and Operator and shall be paid promptly and prior to same becoming past due. Team or Operator shall provide Landlord with copies of all paid receipts respecting such tax or charge promptly after payment of same.

(e) Late Payment. All unpaid Rental and other sums of whatever nature owed by Team and Operator to Landlord under this Lease shall bear interest from the due date thereof until paid at an interest rate per annum (the "Default Rate") that is two percent (2%) per annum over the "prime rate" of interest announced, reported or published from time to time in *The Wall Street Journal* on the Money Rates Page (or a similar publication if *The Wall Street Journal* is no longer published or no longer announces, reports or publishes such rate), changing as and when said "prime rate" changes, unless a lesser rate is then the maximum rate permitted by law with respect thereto, in which event said lesser rate shall apply. Acceptance by Landlord of any payment from Team or Operator hereunder in an amount less than that which is currently due shall in no way affect Landlord's rights under this Lease and shall in no way constitute an accord and satisfaction. In the event Landlord reasonably determines no "prime rate" may be attained as set forth in this subparagraph, Parties agree to negotiate in good faith to determine a reasonable interest rate for late payments.

(f) Payment Instructions. All rental and other payments required of Team and Operator hereunder shall be made payable to Landlord and mailed or hand delivered to Landlord at the address for notices set forth in Section 13.4 of the Agreement or at such other address as shall be designated in writing by Landlord.

4. DELIVERY OF POSSESSION

Landlord will deliver the Demised Premises to Team and Operator on or before the Lease Commencement Date with Landlord's work on the Stadium completed as and to the extent required by the Agreement.

5. ALTERATIONS AND IMPROVEMENTS BY OPERATOR

Except as set forth in the Agreement, Team and Operator shall make no permanent changes or other alterations, additions, or improvements to the Demised Premises without the prior written consent of City.

6. USE OF DEMISED PREMISES

(a) Compliance. Team and Operator shall comply with all laws, ordinances, orders, regulations or zoning classifications of any lawful governmental authority, agency or other public or private regulatory authority (including insurance underwriters or rating bureaus) having jurisdiction over the Demised Premises. Team and Operator shall not do any act or follow any practice relating to the Demised Premises that shall constitute a nuisance or detract in any way from the reputation of Stadium as a first-class facility. Team's and Operator's duties in this regard shall include allowing no material noxious or offensive odors, fumes, gases, smoke, dust, steam or vapors, or any unusual loud or disturbing

noise or vibrations to emit from Stadium. City acknowledges that Team or Operator plans to utilize fireworks displays on multiple occasions throughout each Agreement Year, subject to applicable permit approvals and Governmental Rule.

(b) Toxic or Hazardous Waste. Without limiting the generality of (a) above, the Demised Premises shall not be used for the treatment, storage, transportation to or from, use or disposal of toxic or hazardous wastes, materials, or substances in violation of law.

(c) Due Care. Team and Operator shall exercise due care in their respective use and occupancy of the Demised Premises and shall not commit or allow waste to be committed on any portion of the Demised Premises; and at the expiration or earlier termination of this Lease, subject to the provisions of Paragraph 3(c) hereof, Team and Operator shall deliver the Demised Premises to City in as good condition as on the Commencement Date, ordinary wear and tear and acts of God alone excepted.

(d) Indemnification. Team and Operator shall indemnify, defend, and save Landlord harmless from any claims, liabilities, penalties, fines, costs, expenses or damages resulting from the failure of Team or Operator to comply with the provisions of this Section 6. This indemnification shall survive the termination or expiration of this Lease.

7. TAXES

Team and Operator shall pay any taxes or assessments of any nature imposed or assessed upon this Lease or upon Team's or Operator's respective trade fixtures, equipment, machinery, inventory, merchandise or other personal property located on the Demised Premises and owned by or in the custody of Team or Operator (as applicable) as promptly as all such taxes or assessments may become due and payable without any delinquency.

8. INSURANCE COVERAGE

The Parties' obligations with respect to insurance shall be governed by the Agreement.

9. REPAIRS AND MAINTENANCE

The Parties' obligations with respect to the repair and maintenance of Stadium, including the Demised Premises, are set forth in the Agreement.

10. UTILITIES

The Agreement requires Operator to pay for the utilities of Stadium, which includes the Demised Premises.

11. DAMAGE OR DESTRUCTION OF DEMISED PREMISES

Damage or destruction of all or any portion of the demised premises shall be governed by Article XII of the Agreement.

12. COMPLIANCE WITH LAWS

Team and Operator agree, at their own expense, to comply promptly with all laws that may be in effect from time to time that are applicable to Team's and Operator's use or occupancy of the Demised Premises.

13. INDEMNIFICATION

(a) Indemnification by Team and Operator. Team and Operator shall, except as otherwise provided in this Section 13, defend, protect, indemnify and hold City and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property resulting from, arising out of or in connection with (i) the use or occupancy of the Demised Premises by Team or Operator, or by Team's or Operator's respective contractors, employees, officers, directors, agents on or after the Commencement Date, (ii) Team's or Operator's failure to comply with its obligations under this Agreement or (iii) the gross negligence or willful misconduct of Team or Operator, or of Team's or Operator's respective contractors, employees, officers, directors or agents. Notwithstanding the provisions of the preceding paragraph, Team and Operator shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(i) Any injury to or death of a person or any damage to property (including loss of use) to the extent of the gross negligence or willful misconduct of City, its employees, officers, directors, contractors, agents or invitees;

(ii) City's violation of any provisions of this Agreement or any applicable Governmental Authority or deed restriction or insurance policy, now or hereafter in effect and applicable to City;

(iii) The existence of any Hazardous Materials in, on or under the Demised Premises prior to the Commencement Date; or

(iv) Any environmental event caused by City or any of its employees, officers, directors, contractors, agents or invitees.

(b) Indemnification by City. To the maximum extent permitted by applicable Governmental Rule, City shall, except as otherwise provided in this Paragraph 13(b), defend, protect, indemnify and hold Team and Operator and their respective officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a person or any damage to property resulting from, arising out of or in connection with (i) the use or occupancy of the Demised Premises prior to the Commencement Date, (ii) City's failure to comply with its obligations under this Agreement, or (iii) the gross negligence or willful act of City or City's contractors, employees, officers, directors or agents. Notwithstanding the provisions of the preceding paragraph, City shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(i) Any injury to or death of a person or any damage to property (including loss of use) to the extent of the gross negligence or willful act of Team or Operator, or of their respective employees, officers, directors, contractors, agents or invitees;

(ii) Team's or Operator's violation of any provisions of this Agreement or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Operator;

(iii) Any Hazardous Materials that are introduced to the Demised Premises after the Commencement Date by Team or Operator, or any of their respective employees, officers, directors, contractors, or agents; or

(iv) Any environmental event caused by Team or Operator, or any of their respective employees, officers, directors, contractors, or agents.

The provisions of this Section 13 are solely for the benefit of City, Team and Operator and are not intended to create or grant any rights, contractual or otherwise, to any other person.

(c) Indemnification Procedures. In case any claim shall be brought or, to the knowledge of any indemnitee, threatened against any indemnitor in respect of which indemnity may be sought, such indemnitee shall promptly notify the other in writing; provided, however, that any failure so to notify shall not relieve the indemnitor of its obligations under this Paragraph 13(a) or (b), as applicable, unless (i) such failure so to notify precludes investigation and defense of such claims as a matter of law, and (ii) the indemnitor does not otherwise have knowledge, either actual or constructive, of such claim. The indemnitor shall have the right (and obligation, subject to the terms below) to assume the investigation and defense of all claims, including the employment of counsel, reasonably acceptable to the indemnitee, and the payment of all expenses. Each indemnitee shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such indemnitee unless (i) the employment of such counsel has been specifically authorized by indemnitor, in writing, (ii) indemnitor has failed after receipt of notice of such claim to assume the defense and to employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both parties, and the indemnitee, after consultation with its counsel, reasonably believes that there may be one or more legal defenses available to it which are different from or additional to those available to the indemnitor (in which case, if such indemnitee notifies the indemnitor in writing that it elects to employ separate counsel at indemnitee's expense, indemnitor shall not have the right to assume the defense of the action on behalf of such indemnitee; provided, however, that indemnitor shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the indemnitee, which firm shall be designated in writing by the indemnitees). Each indemnitee shall cooperate with the indemnitor in the defense of any action or claim. The indemnitor shall not be liable for any settlement of any action or claim without its consent, but if any such action or claim is settled with the consent of the indemnitor or there be final judgment or agreement for the plaintiff in any such action or with respect to any such claim, the indemnitor shall indemnify and hold harmless the indemnitees from and against any damages by reason of such settlement or judgment.

(d) Survival Right to Enforce. The provisions of this Section 13 shall survive the termination of this Agreement. In the event of failure by an indemnitor to observe the covenants, conditions and agreements contained in this Section 13, any indemnitee may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the indemnitor under this Section 13. Except as otherwise provided herein, the obligations of the parties under this Section 13 shall not be affected by any assignment or other transfer of its rights, titles or interests under this Agreement and will continue to inure to the benefit of the indemnitees after any such transfer.

14. LANDLORD'S RIGHT OF ENTRY

Landlord, and those persons authorized by it, shall have the right to enter the Demised Premises at all reasonable times and upon reasonable notice for any reasonable purpose, including making inspections or showing the same to lenders and other interested parties, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Demised Premises or the Stadium. Except in the case of any emergency, Team and Operator shall have the right to have a representative of Team or Operator accompany Landlord or persons authorized by Landlord while in the Demised Premises. Further, during the last six (6) months of the Initial Term or of any Renewal Period, Landlord and those persons authorized by it shall have the right at reasonable times and upon reasonable notice to show the Demised Premises to prospective tenants.

15. EVENTS OF DEFAULT AND REMEDIES

(a) The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) Team's or Operator's failure to pay when due any rental or other sum of money payable hereunder and such failure is not cured within thirty (30) days after written notice thereof;

(ii) Team's or Operator's failure to perform any other of the material terms, covenants or agreements contained in this Lease to be performed by Team or Operator if not remedied within thirty (30) days after receipt of written notice thereof, or if such default cannot be remedied within such period, Team or Operator does not within thirty (30) days after written notice thereof commence such act or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;

(iii) Team or Operator shall commit an Act of Bankruptcy (as such term is defined in the Agreement); or

(iv) There is an Operator or Team Default under the Agreement.

(b) Upon the occurrence and during the continuation of any Event of Default by Team or Operator hereunder, City shall have the following rights and remedies, it being understood that, notwithstanding anything to the contrary in this Lease, City shall not have any right to terminate this Lease as a result of an Event of Default by Team or Operator hereunder unless such Event of Default causes a termination of the Agreement in accordance with the Agreement's provisions:

(i) To institute any and all proceedings or claims permitted by law or equity to recover all unpaid sums and amounts then due and payable by Team or Operator under this Lease, and any and all amounts necessary to compensate City for all the damage proximately caused by Team or Operator's failure to perform its obligations under this Lease; and/or

(ii) To institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to Team's or Operator's obligations under this Lease and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel Team or Operator to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Lease.

(c) Notwithstanding anything contained herein to the contrary, if a court of competent jurisdiction has determined pursuant to a final non-appealable order that an Event of Default has occurred under this Lease and such Event of Default is continuing under this Lease, Landlord shall have the right, in addition to any other rights it may have pursuant to this Lease, to cure such Event of Default on behalf of Team or Operator, and Team or Operator (as applicable) shall reimburse the Landlord upon demand for any sums paid or costs incurred by Landlord in curing such Event of Default, including interest thereon at the Default Rate and reasonable attorneys' fees and other legal expenses.

16. PRIORITY OF LIEN OF LEASE

This Lease and any permitted or approved subleases shall at all times be superior and senior in lien to the lien of any and all mortgages or deeds of trust now or hereafter placed on the property of which the Demised Premises are a part.

17. ASSIGNING AND SUBLETTING

Except to the extent authorized by this paragraph, Team and Operator may not assign, sublet, mortgage, pledge or encumber this Lease, the Demised Premises, or any interest in the whole or in any portion thereof, directly or indirectly, without the prior written consent of Landlord, which Landlord may withhold in its sole discretion. Notwithstanding the foregoing, Team or Operator may assign its interest in this Lease without Landlord's consent to the same extent, and to the same assignee, that Team or Operator may assign its interest in the Agreement without Landlord's consent in accordance with Article X of the Agreement. Landlord's consent to one assignment or sublease will not waive the requirement of its consent to any subsequent assignment or sublease as required herein.

18. COVENANT OF QUIET ENJOYMENT

Landlord represents that Landlord has full right and authority to lease the Demised Premises and Team and Operator shall peacefully and quietly hold and enjoy the Demised Premises for the full term hereof, subject to the provisions of this Lease.

19. ESTOPPEL CERTIFICATES

Within ten (10) days after a request by Landlord, Team or Operator shall deliver a written estoppel certificate, in form supplied by or acceptable to the landlord, certifying, to the extent true, that this Lease is in full force and effect, that, to Team's or Operator's knowledge, no default exists on the part of Landlord, Team or Operator, that Team and Operator are in possession, that Team or Operator has commenced the payment of Rental, that Team and Operator claim no defenses or offsets with respect to payment of Rental under this Lease, and such other matters as may reasonably be requested. Likewise, within ten (10) days after a request by Team or Operator, Landlord shall deliver to Team or Operator a similar estoppel certificate covering such matters as are reasonably required by Team or Operator.

20. PROTECTION AGAINST LIENS

Team and Operator shall do all things necessary to prevent the filing of any mechanics, materialmen's or other types of liens whatsoever, against all or any part of the Demised Premises by reason of any claims made by, against, through or under Team or Operator. If any such lien is filed against the Demised Premises, Team and Operator shall either cause the same to be discharged of record within thirty (30) days after filing or, if Team or Operator in its discretion and in good faith determines that such lien should be contested, it shall furnish such security as may be necessary to prevent any foreclosure proceedings against the Demised Premises during the pendency of such contest. If Team or

Operator shall fail to discharge such lien within said time period or fail to furnish such security, then Landlord may at its election, in addition to any other right or remedy available to it, discharge the lien by paying the amount claimed to be due or by procuring the discharge by giving security or in such other manner as may be allowed by law. If Landlord acts to discharge or secure the lien then Team or Operator shall immediately reimburse Landlord for all sums paid and all costs and expenses (including reasonable attorneys' fees) incurred by Landlord involving such lien together with interest on the total expenses and costs at the maximum lawful rate.

21. MEMORANDUM OF LEASE

Landlord, Team and Operator shall execute a recordable Memorandum of Lease specifying the term of this Lease and such other terms as the parties shall mutually determine, and the Memorandum of Lease shall be recorded in the Office of the Register of Deeds of Guilford County, North Carolina.

22. FORCE MAJEURE

In the event Landlord, Team or Operator shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of Force Majeure (as defined in the Agreement), the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delay period. However, the provisions of this paragraph shall in no way be applicable to Team's or Operator's obligations to pay Rental or any other sums, monies, costs, charges or expenses required by this Lease.

23. REMEDIES CUMULATIVE – NONWAIVER

Unless otherwise specified in this Lease, no remedy of Landlord, Team or Operator shall be considered exclusive of any other remedy, but each shall be distinct, separate and cumulative with other available remedies. Each remedy available under this Lease or at law or in equity may be exercised by Landlord, Team or Operator from time to time as often as the need may arise. No course of dealing among Landlord, Team and Operator or any delay or omission of Landlord, Team or Operator in exercising any right arising from the other party's default shall impair such right or be construed to be a waiver of a default.

24. HOLDING OVER

If Team or Operator remains in possession of the Demised Premises or any part thereof after the expiration of the term of this Lease, whether with or without Landlord's acquiescence, Team or Operator (as applicable) shall be deemed only a tenant at will and there shall be no renewal of this Lease without a written agreement signed by both parties specifying such renewal. The annual rental payable by Team or Operator during any such tenancy at will period shall be one hundred percent (100%) of the Rental being paid in the most recent period until the thirtieth anniversary of the date hereof, after which the annual rental payable by Team or Operator during any such tenancy at will period shall be two hundred percent (200%) of the Rental being paid in the most recent period. Team or Operator (as applicable) shall also remain liable for any and all damages, direct and consequential, suffered by the Landlord as a result of any holdover without Landlord's unequivocal written acquiescence.

25. NOTICES

Any notice allowed or required by this Lease shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail,

return receipt requested, with proper postage prepaid and addressed as provided in Section 13.4 of the Agreement.

26. LEASING COMMISSION

Landlord, Team and Operator represent and warrant each to the other that they have not dealt with any broker(s) or any other person claiming any entitlement to any commission in connection with this transaction. Landlord, Team and Operator agree to indemnify and save each other harmless from and against any and all claims, suits, liabilities, costs, judgments and expenses, including reasonable attorneys' fees, for any leasing commissions or other commissions, fees, charges or payments resulting from or arising out of their respective actions in connection with this Lease.

27. MISCELLANEOUS

(a) Evidence of Authority. If requested by Landlord, Team and Operator shall furnish appropriate legal documentation evidencing the valid existence and good standing of Team and Operator and the authority of any parties signing this Lease to act for Team and Operator.

(b) Nature and Extent of Agreement. This Lease, together with the Agreement, contain the complete agreement of the parties concerning the lease by Team and Operator of the Demised Premises, and there are no oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein or therein. This Lease creates only the relationship of landlord and tenant between the parties, and nothing herein shall impose upon either party any powers, obligations or restrictions not expressed herein.

(c) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(d) Captions and Headings. The captions and headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

(e) Governing Law. This Lease shall be governed by the laws of the State of North Carolina.

(f) Counterparts. This Lease may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one instrument. All signatures need not be on the same counterpart.

(g) Conflicting Terms. In the event of any conflict or inconsistency between the terms set forth in this Lease and the terms set forth in the Agreement, the terms set forth in the Agreement shall govern and control.

(h) Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be ruled by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

[Signature Pages to Follow]

CITY:



ATTEST:

Lisa B. Vierling
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT, NORTH CAROLINA

Jay W. Wagner
Jay W. Wagner, Mayor

Date: 1-31-2018

Date: 1-31-2018

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

Jeff Moore 1/31/2018
Jeff Moore, Financial Services Director

OPERATOR:

By: Cory W. Siskind Jr.

Date: 1-31-18

TEAM:

By: Cory W. Siskind Jr.

Date: 1-31-18

[Add pre-audit certificate.]

EXHIBIT A
Use and Operating Agreement

CHARLOTTE 205606.5



Building Structures. Building Relationships.

City of High Point Multi-Use Stadium Project

Schematic Design Estimate

November 20, 2017

Samet Corporation
309 Gallimore Dairy Road, Suite 102 | Greensboro, NC 27409
Greensboro | Charlotte | Raleigh | Charleston
www.sametcorp.com

**SPECIAL USE 17-02
CITY OF HIGH POINT, NORTH CAROLINA**

January 16, 2018
(Adopted)

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 2.4.11, SPECIAL USE, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

USE:

Major Social Service Facility

CONDITIONS:

1. Development of the site shall be generally consistent with the attached SUP Sketch Plans (SU Plan Option #1 or SU Plan Option #2).
2. Access: Access to the site will be from Bridges Drive and Futrelle Drive. No access from Eastchester Drive shall be permitted.
3. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

DESCRIPTION OF PROPERTY:

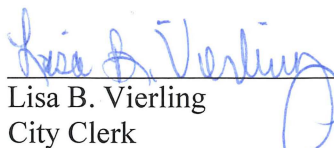
The property is approximately 7.2 acres lying at the northeastern and southeastern corner of Bridges Drive and Futrelle Drive. The property is also known as Guilford County Tax Parcels 0199739, 0199674 and 0199680.

This Special Use and approved site plan(s) 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.

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 approval 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 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 17-02 AND THE ACCOMPANYING AMENDED SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE 16TH DAY OF JANUARY, 2018.



Lisa B. Vierling
City Clerk

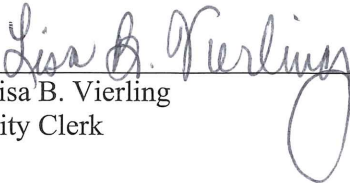


1-16-2018

Date

Minor Amendment to SU Sketch Plan

SPECIAL USE PERMIT 17-02 AND THE ACCOMPANYING AMENDED SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE 5TH DAY OF NOVEMBER, 2018.

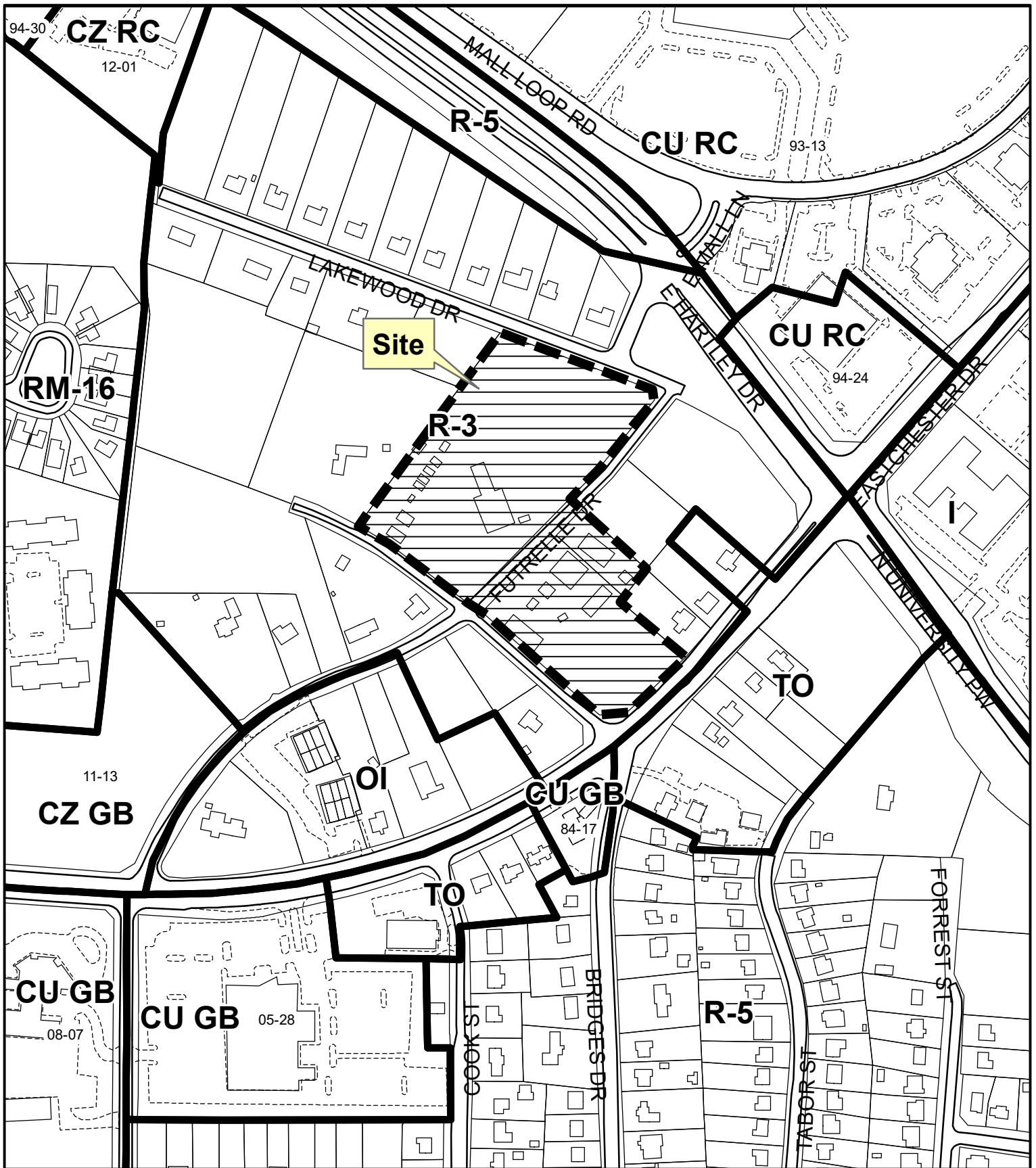


Lisa B. Vierling
City Clerk



12-27-2018

Date



SPECIAL USE PERMIT SU-17-02

Request: To permit a Major Social Service Facility

Existing Zoning Boundary
Subject Property Boundary

**Planning & Development
Department**

City of High Point

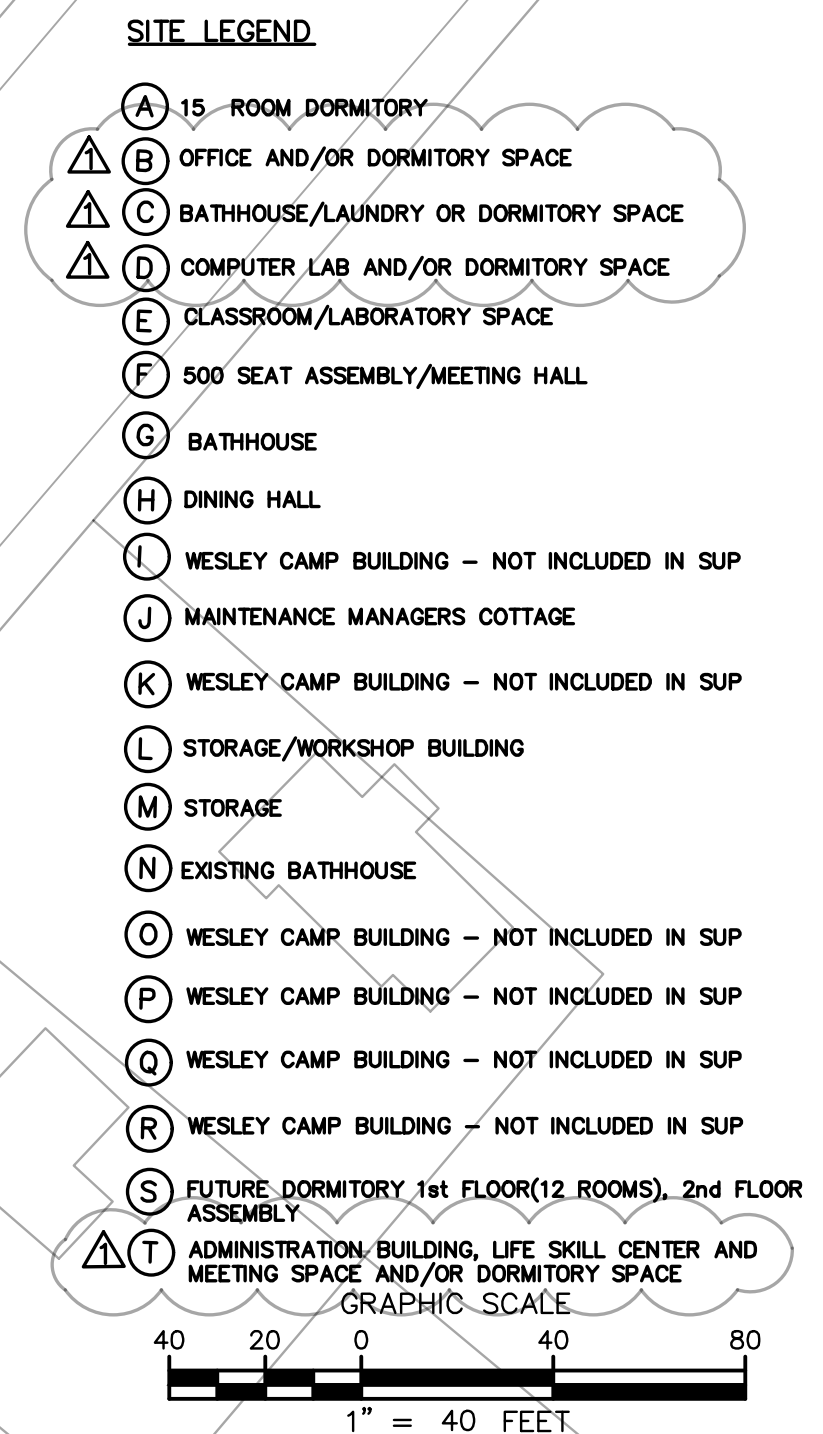


Scale: 1"=300'

G:/Planning/Secure/ba-pz/
2017/pz/su17-02.mxd

Amended Nov. 5, 2018

1. OWNER: JOHN WESLEY CAMP ASSOCIATION
P.O. BOX 6003 HIGH POINT NC 27262
2. DEVELOPER: HEAL OUR HEROES
1580 EASTCHESTER DRIVE
HIGH POINT, NORTH CAROLINA 27265
(336) 430-8414
CONTACT: BOB UBER
1500 BRIDGES DRIVE
HIGH POINT, NORTH CAROLINA 27265
3. ADDRESS OF SITE: 0199739, 0199674, 0199680
PB 40 PG 30
4. PARCEL ID: RS-12
5. DEED BOOK/PG: 4.90 ACRES, 0.39 ACRES AND 1.98 ACRES
6. CURRENT ZONING: BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM MAPS BY OTHERS – NO FIELD WORK OR SURVEYS BY DAVIS MARTIN
COWELL AT THIS TIME.
7. THIS PROPERTY IS LOCATED WITHIN A DETAILED FLOOD HAZARD AREA AS SCALED FROM MAPS BY FEMA DATED MARCH 16, 2009, 2009. SEE COMMUNITY PANEL #371056891000.
8. UNDERGROUND UTILITIES WHERE NOT DISCLOSED BY SURFACE APPURTENANCES (MANHOLES, VALVES, CATCH BASINS, ETC.) ARE SHOWN PER INFORMATION OBTAINED FROM ENGINEERING PLANS, UTILITY ENTITIES, SITE PLANS, AND OTHERS. SIZE AND LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES. CONTRACTOR SHALL EXPLORE AHEAD OF ALL WORK TO VERIFY UTILITY DEPT. RECORDS. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY AT NOT ADDITIONAL COST TO THE OWNER.
10. CONTRACTOR SHALL COORDINATE REMOVAL OF ANY UTILITY WITH THE UTILITY PROVIDER.
11. CONTRACTOR SHALL COORDINATE REMOVAL OF ANY UTILITY WITH THE UTILITY PROVIDER (ELECTRICAL, GAS, TELEPHONE, SANITARY, ETC.).
12. ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM SITE AND DISPOSED OF IN AN APPROVED CONSTRUCTION DEBRIS LANDFILL.
13. NO MATERIAL WILL BE ALLOWED TO BE BURIED ON SITE.



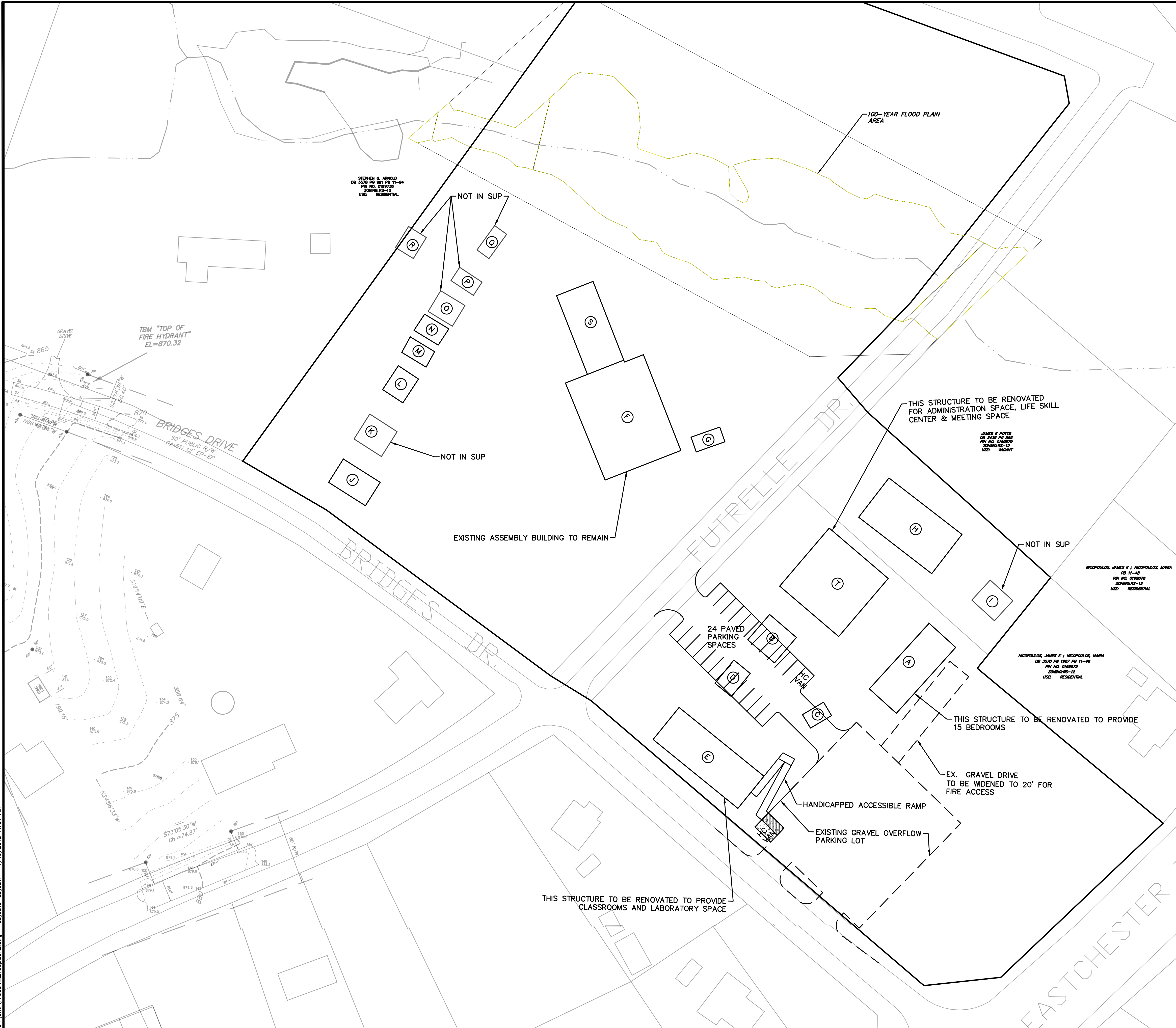
F. _____

Adopted SU Sketch Plan (Option #2)

Adopted Jan. 16, 2018

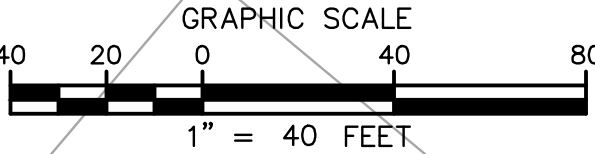
GENERAL NOTES:

- OWNER: JOHN WESLEY CAMP ASSOCIATION
P.O. BOX 6003 HIGH POINT NC 27262
- DEVELOPER: HEAL OUR HEROS
1380 EASTCHESTER DRIVE
HIGH POINT, NORTH CAROLINA 27265
(336) 430-8414
CONTACT: BOB UBER
1500 BRIDGES DRIVE
HIGH POINT, NORTH CAROLINA 27265
0199739, 0199674, 0199680
PB 40 PG 30
RS-12
- ADDRESS OF SITE: 1500 BRIDGES DRIVE
HIGH POINT, NORTH CAROLINA 27265
0199739, 0199674, 0199680
PB 40 PG 30
RS-12
- PARCEL ID: 4.90 ACRES, 0.39 ACRES AND 1.98 ACRES
- DEED BOOK/PG: 4.90 ACRES, 0.39 ACRES AND 1.98 ACRES
- CURRENT ZONING: RS-12
- AREA OF TRACT: 4.90 ACRES, 0.39 ACRES AND 1.98 ACRES
- BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM MAPS BY OTHERS - NO FIELD WORK OR SURVEYS BY DAVIS MARTIN POWELL AT THIS TIME.
- THIS PROPERTY IS LOCATED WITHIN A DETAILED FLOOD HAZARD AREA AS SCALED FROM MAPS BY FEMA DATED MARCH 16, 2009, 2009. SEE COMMUNITY PANEL #3710689100K.
- UNDERGROUND UTILITIES WHERE NOT DISCERNABLE BY SURFACE APPURTENANCES (MANHOLES, VALVES, CATCH BASINS, ETC.) ARE SHOWN PER INFORMATION OBTAINED FROM ENGINEERING PLANS, UTILITY ENTITIES, SITE PLANS, AND OTHERS. SIZE AND LOCATIONS SHOULD BE CONSIDERED APPROXIMATE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES. CONTRACTOR SHALL EXPLORE AHEAD OF ALL WORK TO VERIFY UTILITY LOCATIONS. ANY UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY AT NOT ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL COORDINATE REMOVAL OF ANY UTILITY WITH THE UTILITY PROVIDER.
- CONTRACTOR SHALL COORDINATE WITH THE UTILITY PROVIDER ANY NEW SERVICE (ELECTRICAL, GAS, TELEPHONE, SANITARY, ETC.)
- ALL DEMOLITION MATERIALS SHALL BE REMOVED FROM SITE AND DISPOSED OF IN AN APPROVED CONSTRUCTION DEBRIS LANDFILL. NO MATERIAL WILL BE ALLOWED TO BE BURIED ON SITE.



SITE LEGEND

- A 15 ROOM DORMITORY
- B EXISTING BUILDING TO BE REMOVED
- C EXISTING BUILDING TO BE REMOVED
- D EXISTING BUILDING TO BE REMOVED
- E CLASSROOM/LABORATORY SPACE
- F 500 SEAT ASSEMBLY/MEETING HALL
- G BATHHOUSE
- H DINING HALL
- I WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- J MAINTENANCE MANAGERS COTTAGE
- K WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- L STORAGE/WORKSHOP BUILDING
- M STORAGE
- N EXISTING BATHHOUSE
- O WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- P WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- Q WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- R WESLEY CAMP BUILDING - NOT INCLUDED IN SUP
- S FUTURE DORMITORY 1st FLOOR(12 ROOMS), 2nd FLOOR ASSEMBLY
- T ADMINISTRATION BUILDING, LIFE SKILL CENTER AND MEETING SPACE



REV	DATE	DESCRIPTION	BY	PROJECT
1				170304
2				DATE JAN. 2018
3				DESIGNED
4				DRAWN
5				CHECKED
6				SCALE AS NOTED
				SURVEYED N/A

THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

6415 OLD PLANK RD, HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4458 | WWW.DMP-INC.COM | LICENSE: F-0245

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

CONCEPT SITE PLAN-ALTERNATE PLAN
HEAL OUR HEROS
1500 BRIDGES DRIVE
HIGH POINT, NORTH CAROLINA

SHEET NO.



OF

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.

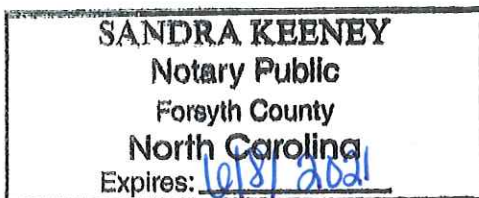


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Sandra Keeney, 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 6th day of November 2018.



Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021

ORDINANCE

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

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

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

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

PROPERTY LOCATION

1208 Leonard Ave.

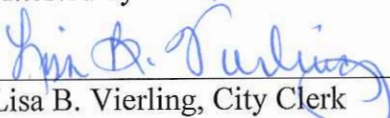
OWNER (S)

Elly's Place LLC
P O Box 1104
Asheboro, NC 27205

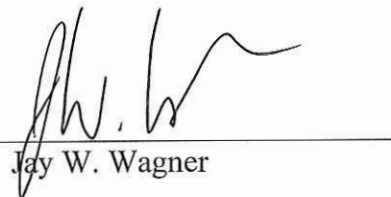
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

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

Adopted by City Council,
This the 5th day of November, 2018
Attested by


Lisa B. Vierling, City Clerk




Jay W. Wagner

CITY OF HIGH POINT

AGENDA ITEM

**Title: Reallocation of Public Service Grant Award****From:** Michael E. McNair, Director**Meeting Date:** 11/5/2018**Public Hearing:** N/A**Advertising Date /****Advertised By:****Attachments:**

PURPOSE:

Reallocate a public service grant award approved as part of the 2018-19 Annual Action Plan to other agencies who had applied for funding but were not approved previously by the CAC.

BACKGROUND:

Due to a noncompliance resulting in a breach of contract by a 2017-18 subrecipient, a contract was not issued for the same activity in in the 2018-19 Annual Action Plan. In order to utilize the funding in the current program year, the Citizens Advisory Council has requested the reallocation of an award to The MIND Group in the amount of \$7,800 as follows:

- \$3,650 - Housing Authority - Youth Financial Literacy Project
- \$2,150 - Housing Authority - Youth Agriculture Project
- \$2,000 - Carl Chavis YMCA

Upon Council approval, contracts will be issued to these agencies to conduct their programs over the remainder of the program year.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of reallocation of the 2018-19 Public Service Grant Award from the MIND Group to the agencies requested by the Citizens Advisory Council and that the appropriate City official and/or employee be authorized to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –709 Hilltop St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/5/18

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 709 Hilltop St.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 1/26/17. No action occurred by the compliance date of 2/27/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

709 Hilltop St.

OWNER:

Victor Manuel Campos Rivas & Cynthia Lanto

**FIRST
INSPECTION:**
1/4/17

Summary of Major Violations

1. Repair holes and rotten flooring at bathroom
2. Repair or replace sheetrock on walls and ceiling throughout
3. Repair or replace rotten wood exposed near backdoor
4. Repair or replace hanging electrical panel
5. Inspection need for possible termite damage

**HEARING
RESULTS:**
1/24/17

Mrs. Campos appeared for the Hearing. She indicated they plan to start repairs this summer. Later in the Hearing Ms. Campos stated they may give the house to her sister and her husband. She was advised of the minimum housing process and permits would need to be obtained no matter who owns it. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

**ORDER(S)
ISSUED:**
1/26/17

Order to Repair or Demolish
Date of 2/27/17

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

None

EXTENSIONS:

The inspector spoke to the owner Mrs. Campos on 7/21/17. She indicated that they are leaving the country. The inspector asked when they would be back and the owner stated she didn't know. The inspector advised that the case is being prepared to go to City Council with a request for demolition but that she would give her an additional 30 days since they are going to be out of the country. Mrs. Campos stated they will see about obtaining a loan so the property can be repaired at one time.

ADDITIONAL:

Ms. Campos has conceded to me that they will not be able to make the repairs to the property. She intended to demolish the property but due to extenuating circumstances is unable to do so. She gave me permission to enter the property to take the interior pictures on 10/26/18.



709 Hilltop Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: August 10, 2017



Scale: 1"=200'
G:/Planning/Secure/ba-pz/
Inspections/ord-demo.mxd





















FILED
DAVIDSON COUNTY, NC
DAVID T. RICKARD
REGISTER OF DEEDS
November 09, 2018 08:42:05 AM
DEED BOOK 2337
PAGE 509 - 512
INSTRUMENT # 2018000022995
DOCTYPE: ORD
RECORDING:\$26.00

Deputy: TWARD

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7464/18-93

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 5th day of November, 2018; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 5, 2018.

ANNEXATION DESCRIPTION

Lee M. Bunemann and Jane E. and Lee M. Bunemann
Annexation Case 18-04 (AN-18-04)

ANNEXATION AREA "A" (2.281 acre parcel)

Commencing at an ½" EIP at the intersection of Carolyndon Drive and Shadow Valley Road; Thence along the eastern right of way of Shadow Valley Road the following four (4) courses and distances to the point of beginning:

- 1) A curve to the left having a chord bearing of N33 deg 45 min 17 sec W, a chord distance of 95.45 feet and a radius of 416.94 feet to a ½" EIP; Thence

- 2) N 39 deg 33 min 40 sec W 62.59 feet to a $\frac{3}{4}$ " EIP; Thence
- 3) A curve to the right having a chord bearing of N 17 deg 00 min 46 sec W, a chord distance of 152.86 feet and a radius of 183.64 feet to a NIR; Thence
- 4) N 7 deg 8 min 46 sec E 158.02 feet to a 1 $\frac{1}{2}$ " EIP the Point and Place of Beginning

Thence, from said Beginning point continuing along the eastern right of way of Shadow Valley Road, N 6 deg 23 min 56 sec E 172.30 feet to a $\frac{1}{2}$ " EIP; Thence leaving said right of way with the southern property line of Joshua McCoy and Kevin M. Covell (Deed Book 2218 Page 1133), S 88 deg 47 min 2 sec E 507.40 feet to a $\frac{1}{2}$ " EIP, the southeast corner of the aforementioned Joshua McCoy and Kevin M. Covell in the western line of David T. & Karen H. Kiefer (Deed Book 2102 Page 1525 and Plat Book 8 page 73) Lot 3A, Thence continuing with the line of Lot 3A, S 6 deg 59 min 34" W 222.01 feet to a 1" EIP, the northeastern corner of Lee M. & Jane E. Bunemann (Deed Book 1686 Page 798) Lot 1 of Plat Book 8 Page 73; Thence continuing along the northern line of Bunemann, N 83 deg 9 min 39 sec W 503.04 feet to the point an place of beginning and **containing 2.281 Acres**

ANNEXATION AREA "B" (0.354 acre parcel)

Commencing at an $\frac{1}{2}$ " EIP at the intersection of Carolyndon Drive and Shadow Valley Road; Thence along the northern right of way of Carolyndon Drive the following two (2) courses and distances to the point of beginning:

- 1) N 89 deg 59 min 56 sec E 25.24 feet to a $\frac{3}{4}$ " EIR, Thence
- 2) N 49 deg 43 min 20 sec E 168.97 feet to an NIR the Point and Place of Beginning

Thence, from said Beginning point, leaving the right of way of Carolyndon Drive, N 26 deg 35 min 58 sec E 198.87 feet to a $\frac{3}{4}$ " EIP; Thence N 58 deg 50 min 37 sec E 161.61 feet to a 1" EIP, the northeast corner of Lee M. & Jane E. Bunemann (Deed Book 1686 Page 798) Lot 1 of Plat Book 8 Page 73; Thence leaving Lot 1, S 7 deg 00 min 26 sec W 75.52 feet to a $\frac{3}{4}$ " EIP on the right of way of Carolyndon Drive; Thence along the right of way of Carolyndon Drive; a curve to the left having a chord bearing of S 50 deg 46 min 46 sec W, a chord distance of 117.39 feet and a radius of 1661.95 feet; Thence S 48 deg 34 min 9 sec W 169.64 feet to the point of beginning and **containing 0.354 Acres** and also known as Tract A, Section 'C' of Emerywood Estates of Plat Book 11 Page 53.

SECTION 2. Upon and after **November 5, 2018** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Davidson County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

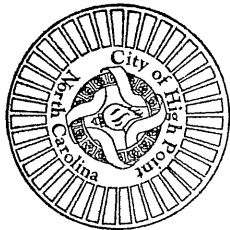
Adopted by City Council,
this the **5th** day of **November, 2018**.
Lisa B. Vierling, City Clerk

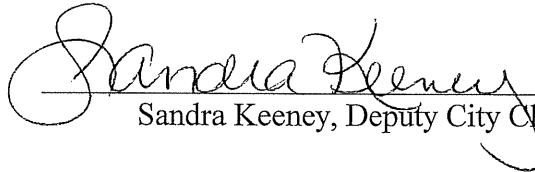
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Sandra Keeney, Deputy City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of November 2018.

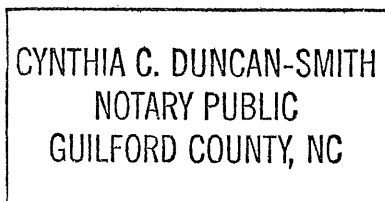


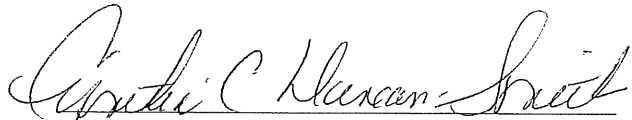

Sandra Keeney, Deputy City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 8th day of November 2018.




Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

STATEMENT NO APPROVAL IS REQUIRED BY
NCDOT DIVISION OF HIGHWAYS:

This plat does not require certificate of approval by the NC
Division of Highways as provided in GS. 136-102.6 Subsection (g).

I, **ERIC P. MORGAN** certify that this plat was drawn
under my supervision from an actual survey made under my supervision (deed
description recorded in Book and page numbers as shown hereon) (other); that
the boundaries not surveyed are clearly indicated as drawn from information
found in Book and page number: as shown hereon; that the ratio of precision or
positional accuracy as calculated is 1 : 10,000-; that this plat was prepared in
accordance with G.S. 47-30 as amended.
Witness my original signature, license number and seal this 10 day
of AUG A.D. 2018
(Surveyor's Seal)

PROFESSIONAL LAND SURVEYOR
LICENSE NO. 3058

The Annexation Ordinance for this property was
approved by the High Point City Council on
NOV. 5, 2018
with the effective date of annexation being
NOV. 5, 2018
and the following ordinance number
7464/18-93
SIGNED: [Signature] MAYOR

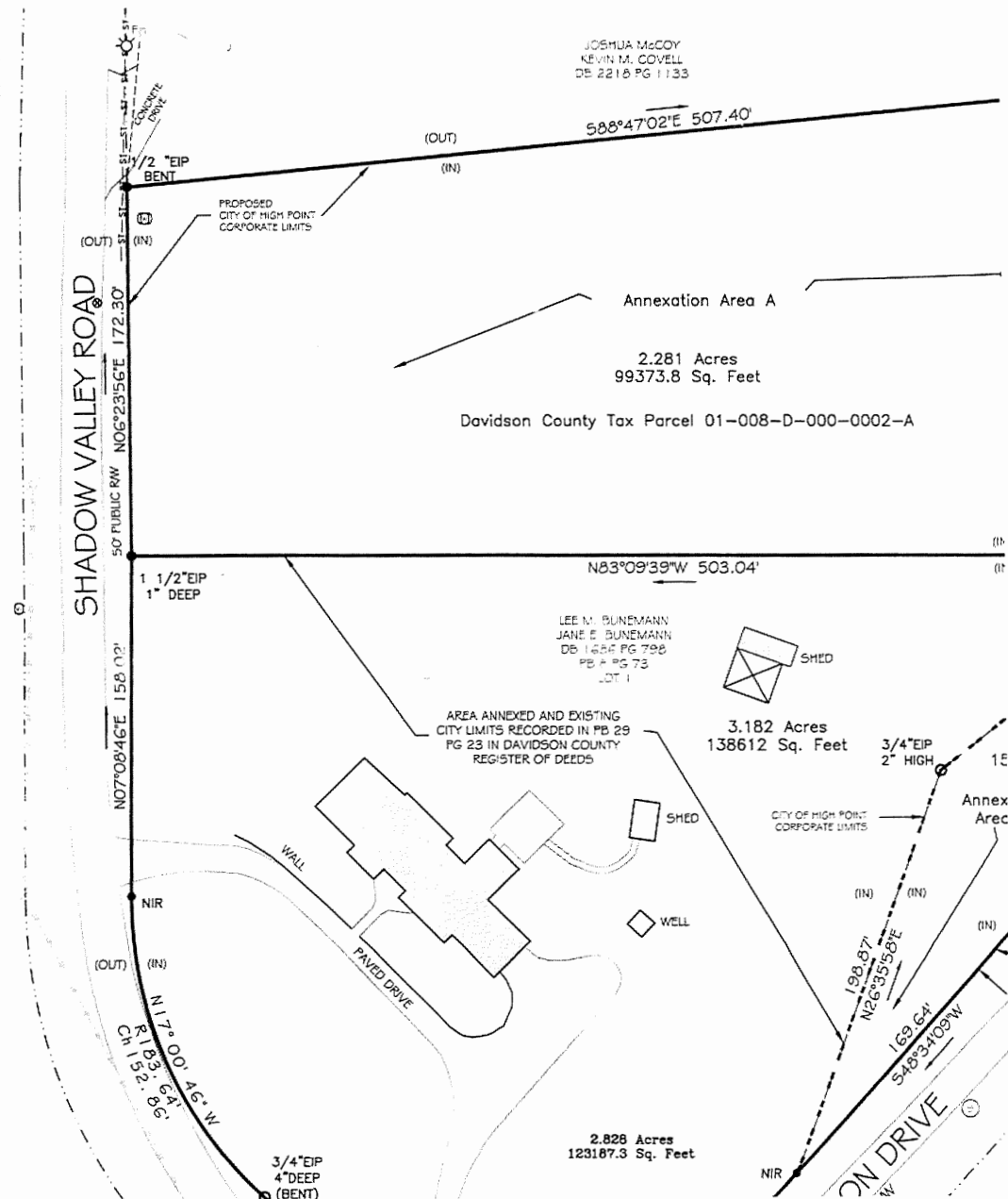
STATEMENT OF JURISDICTION

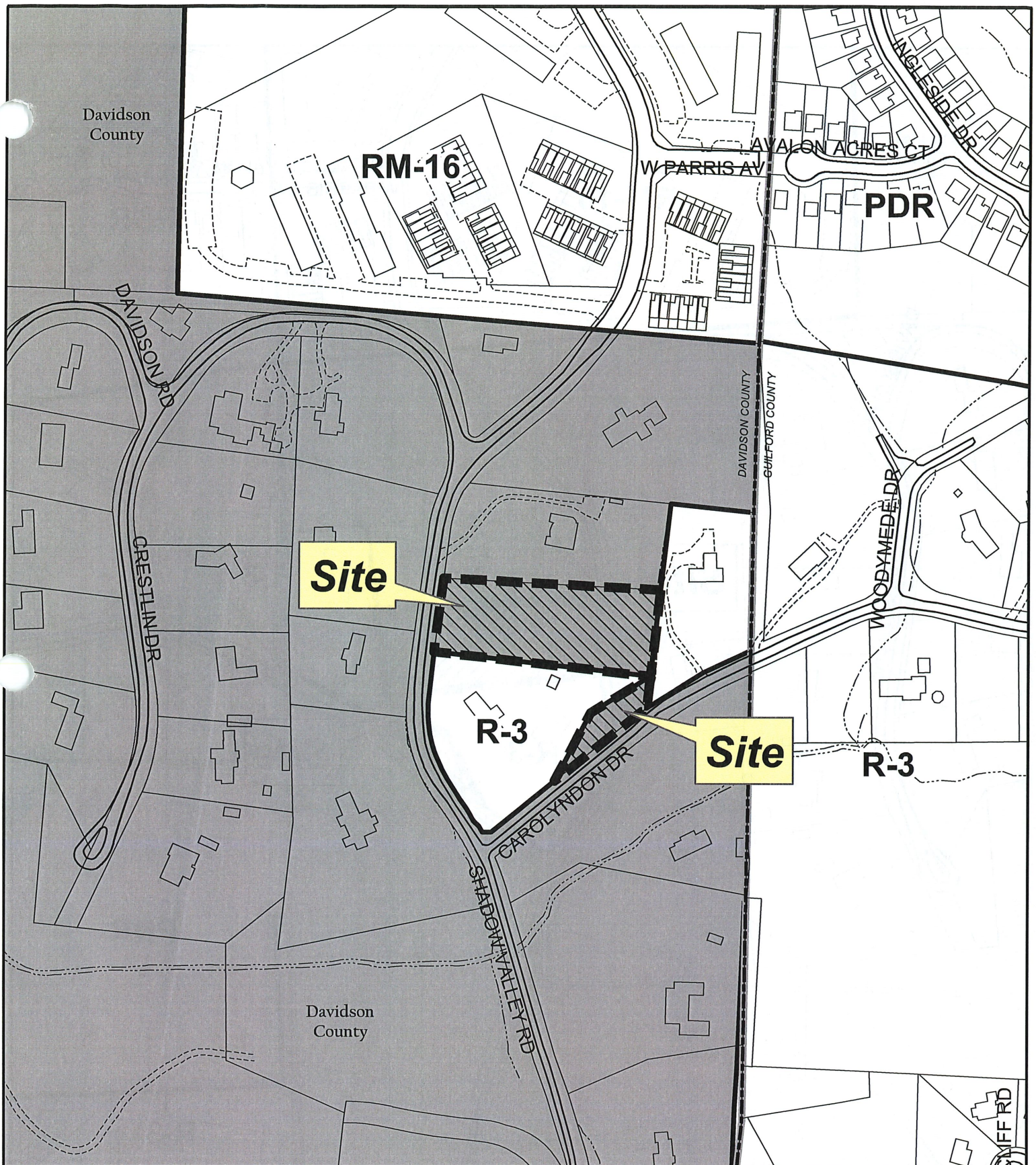
I, Eric P. Morgan as signed and sealed hereon additionally
certify that this survey is of an existing parcel or parcels of
land or one or more existing easements and does not create
a new street or change an existing street. For the purposes
of this subsection, and "existing parcel or "existing easement"
is an area of land described in a single, legal description or
legally recorded subdivision that has been or may be legally
conveyed to a new owner by deed in its existing configuration.

LEGEND	
	Utility Pole
	Light Pole
	Signal Pole
	Guy Wire
	Signal Head
	Phone Pole
	Signal Box
	Parking Meter
	Mail Box
	Sign
	Survey Control Point
	Existing Iron Pipe
	Existing Iron Rod
	Computed Point
	Right of Way Monument
	Temporary Bench Mark
	Spot Elevation
	Hydrant
	Water Valve
	Water Meter
	Sanitary Manhole
	C.O. Open Out
	Storm Drain Manhole
	Curb Inlet
	Grate or Drop Inlet
	Yard Inlet
	Gas Valve
	Telephone Manhole
	Electrical Manhole
	R/R Control Box
	Transmission Tower
	Lane Direction
	Water Line
	Gas Line
	Sanitary Sewer
	Storm Sewer
	Fence
	Overhead Power
	Underground Power
	Underground Phone
	Fiber Optic Cable
	TV Cable
	Railroad Tracks
	Guardrail

NOTES

1. Total Area = 2.281 Acres (Annexation Areas A and B)
Area computations done by AutoCAD polyline.
2. Total Number of Lots - 2
3. Deed Reference - DB 1686 PG 798 & DB 2322 PG 602
4. Tax Map No. - 01008D0000002A (Area "A")
01008D00000013 (Area "B")
5. Horizontal Global Positioning for this survey was based on a GPS





ANNEXATION REQUEST AN-18-04

Applicant: Jane E. and Lee M. Bunemann

Area: 2.63 acres (approximate)

Existing Zoning Boundary

Subject Property Boundary



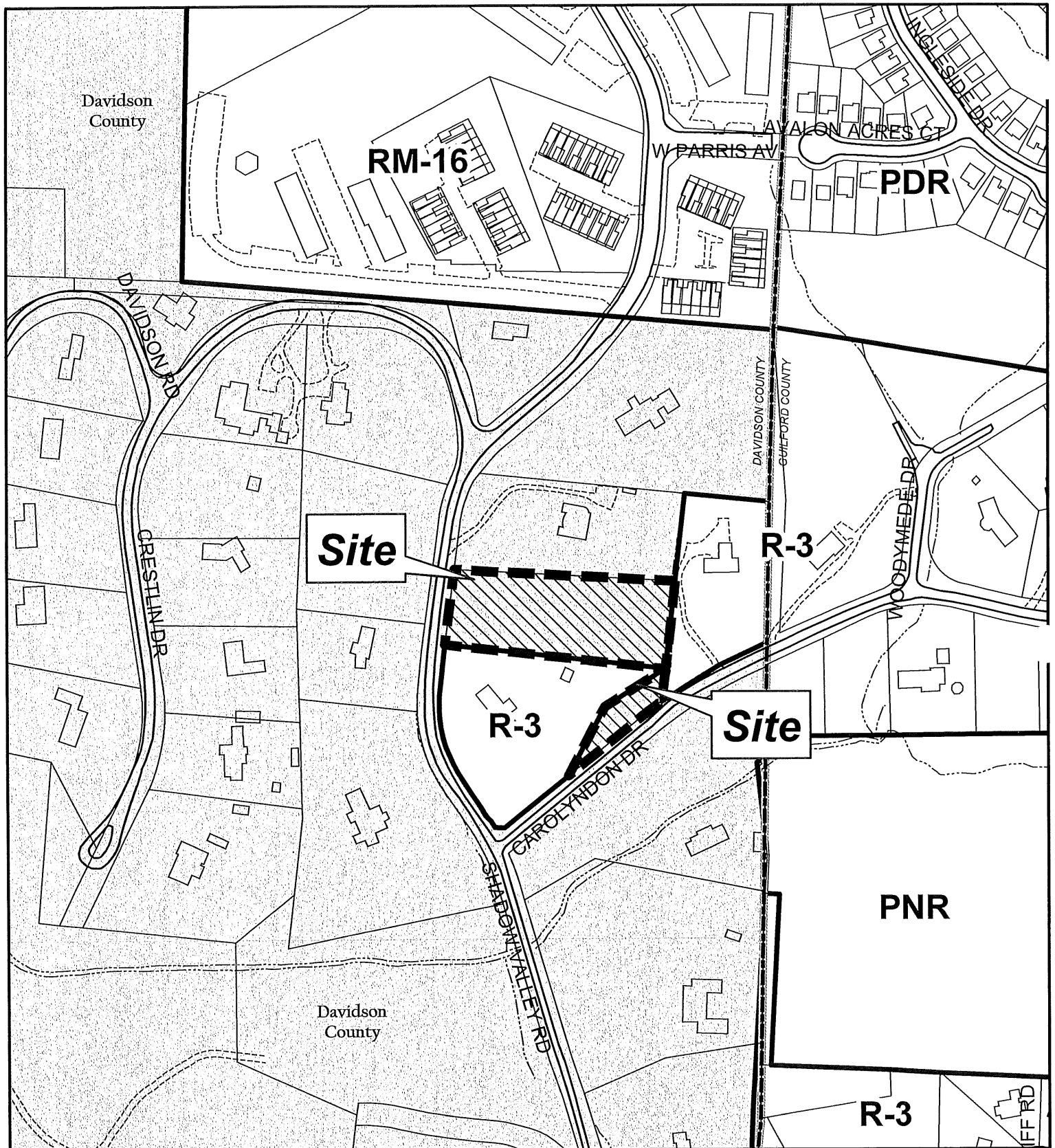
Planning & Development
Department

City of High Point



Scale: 1"=300'

G:\Planning\Secure\BAC\Anx\2018\MXDslan18-04



ANNEXATION REQUEST AN-18-04

Applicant: Jane E. and Lee M. Bunemann
Area: 2.61 acres (approximate)

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

**Planning & Development
 Department**

City of High Point



Scale: 1"=300'

G:\Planning\Secure\BAC\
 Anx\2018\MXD\stan18-04

STATEMENT NO APPROVAL IS REQUIRED BY
NCDOT DIVISION OF HIGHWAYS:

This plat does not require certificate of approval by the NC
Division of Highways as provided in GS. 136-102.6 Subsection (g).

I, **ERIC P. MORGAN** certify that this plat was drawn
under my supervision from an actual survey made under my supervision (deed
description recorded in Book and page numbers as shown hereon) (other); that
the boundaries not surveyed are clearly indicated as drawn from information
found in Book and page number as shown hereon; that the ratio of precision or
positional accuracy as calculated is 1 : 10,000+; that this plat was prepared in
accordance with G.S. 47-30 as amended.

Witness my original signature, license number and seal this 10 day
of AUG A.D. 2018

(Surveyor's Seal)

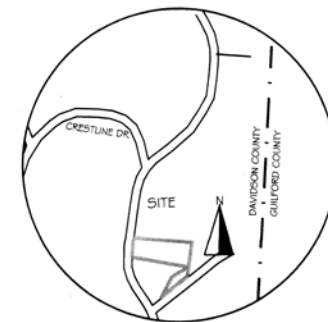
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 3058

The Annexation Ordinance for this property was
approved by the High Point City Council on
NOV. 5, 2018
with the effective date of annexation being
NOV. 5, 2018
and the following ordinance number
746118-93

SIGNED: [Signature]
MAYOR

STATEMENT OF JURISDICTION

I Eric P. Morgan as signed and sealed hereon additionally
certify that this survey is of an existing parcel or parcels of
land or one or more existing easements and does not create
a new street or change an existing street. For the purposes
of this subsection, and "existing parcel or "existing easement"
is an area of land described in a single, legal description or
legally recorded subdivision that has been or may be legally
conveyed to a new owner by deed in its existing configuration.



VICINITY MAP
SCALE 1"=2000' +/-

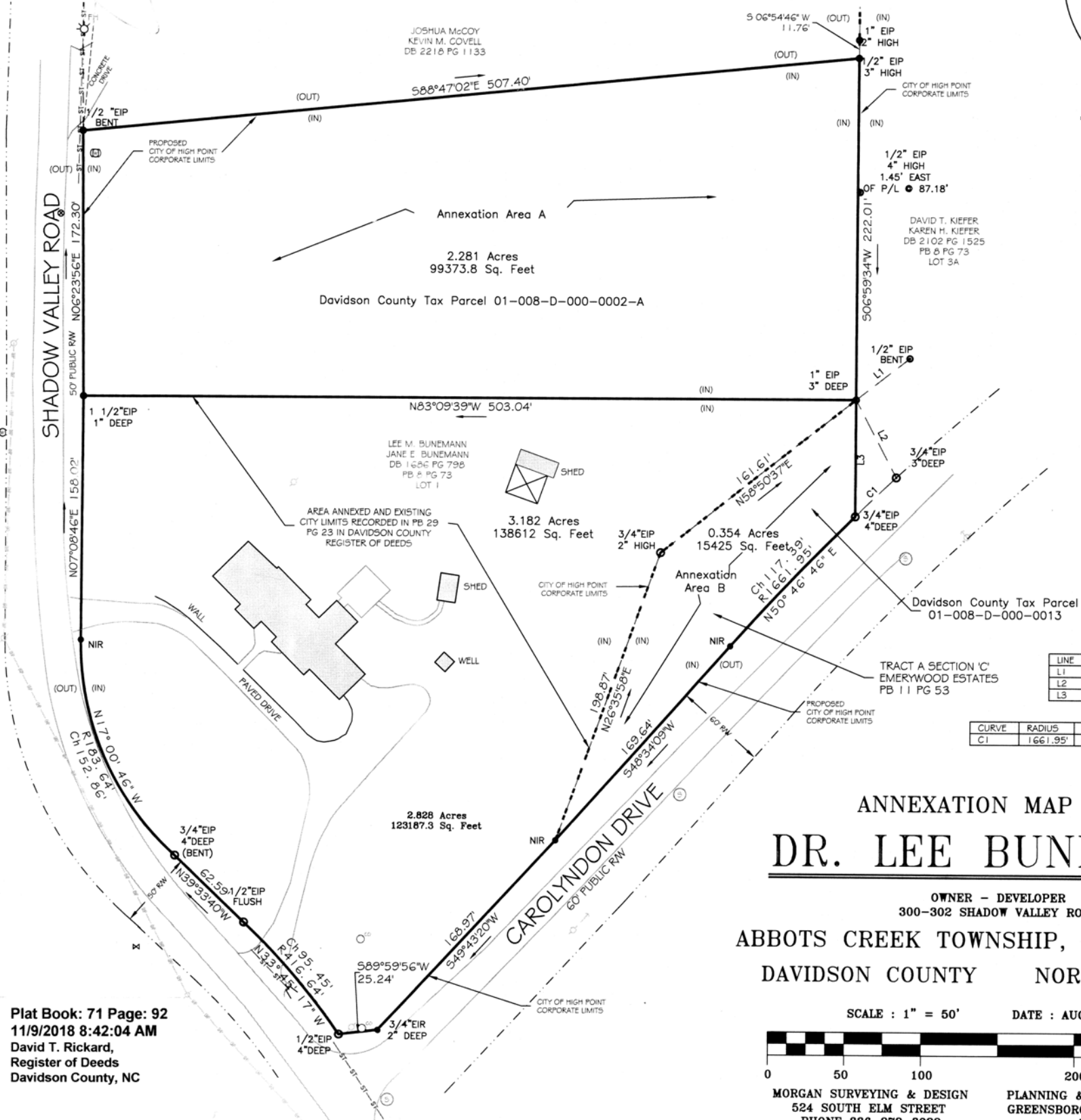
LEGEND

	Utility Pole
	Light Pole
	Signal Pole
	Guy Wire
	Signal Head
	Phone Pole
	Signal Box
	Parking Meter
	Mail Box
	Sign
	Survey Control Point
	Existing Iron Pipe
	Existing Iron Rod
	Computed Point
	Right of Way Monument
	Temporary Bench Mark
	Spot Elevation
	Hydrant
	Water Valve
	Water Meter
	Sanitary Manhole
	C.C.O. Clean Out
	Storm Drain Manhole
	Curb Inlet
	Grate or Drop Inlet
	Yard Inlet
	Gas Valve
	Telephone Manhole
	Electrical Manhole
	R/R Control Box
	Transmission Tower
	Lane Direction
	Water Line
	Gas Line
	Sanitary Sewer
	Storm Sewer
	Fence
	Overhead Power
	Underground Power
	Underground Phone
	Fiber Optic Cable
	TV Cable
	Railroad Tracks
	Guardrail

NOTES

- Total Area = 2.281 Acres (Annexation Areas A and B)
Area computations done by AutoCAD polyline.
- Total Number of Lots - 2
- Deed Reference - DB 1686 PG 798 & DB 2322 PG 602
- Tax Map No. - 01008D0000002A (Area "A")
01008D00000013 (Area "B")
- Horizontal Global Positioning for this survey was based on a GPS
(VRS) survey meeting the following standards:
Survey dated 03/07/2018.
Class of survey A
Positional Accuracy: 0.05'
Type of GPS field procedure: VRS
Datum/Epoch: NAD 83 (2011)
Geoid Model: 12A
Combined Gnd Factor 0.99992049
Units: US FEET
- Location work shown hereon was derived by above ground
indicators only, unless otherwise noted.
- This survey is subject to any additional information
found by a legal title search.
- Based upon the information available, this is a true
and accurate representation of the property shown
hereon until the contrary can be proven.

Plat Book: 71 Page: 92
11/9/2018 8:42:04 AM
David T. Rickard,
Register of Deeds
Davidson County, NC



LINE	BEARING	DISTANCE
L1	N 58°59'36" E	44.06'
L2	S 20°42'39" E	56.88'
L3	S 07°00'26" W	75.52'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1661.95'	36.52'	S 53°25'58" W

ANNEXATION MAP FOR: DR. LEE BUNEMANN

OWNER - DEVELOPER
300-302 SHADOW VALLEY ROAD
ABBOTS CREEK TOWNSHIP, HIGH POINT
DAVIDSON COUNTY NORTH CAROLINA

SCALE : 1" = 50'

DATE : AUGUST 10, 2018



MORGAN SURVEYING & DESIGN
524 SOUTH ELM STREET
PHONE 336-272-8922

PLANNING & SURVEYING SERVICES
GREENSBORO, NORTH CAROLINA
ZIP 27406

COMP # 18081301.SHA300NEW

CITY OF HIGH POINT

AGENDA ITEM



Title: Condemnation for 500 Washington Street

From: Inspection Services

Meeting Date: 11/05/2018

Public Hearing:

Advertising Date /

Advertised By:

Attachments: Pictures
Sequence of Events

PURPOSE:

Inspection Services is requesting approval to move forward with the demolition of unsafe portions of a condemned structure at 500 Washington Street.

BACKGROUND:

Inspection services received a complaint regarding loose masonry falling from 500 Washington Street. Access to the interior of building made and it was confirmed during inspection building has suffered partial collapse at the left rear corner at old- stairwell location. Building condemned and photographs taken.

BUDGET IMPACT:

Dependent upon environmental challenges.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to consider a motion to demolish the portion(s) of 500 Washington Street that are failing.

Sequence of events 500 Washington Street

8-10-17 we received complaint regarding loose masonry falling from this building. The following actions have been taken:

8-10-17 R.Hucks and D.Long visited site to verify complaint. Building is secure and interior access cannot be made at this time to substantiate complaint.

8-17-17 "Corrective Action" letter sent to owner requesting access after receiving contact information from Sharon Livengood.

9-22-17 Received voice mail from Aaron Alexander stating that he was owners representative. He is in California and will provide access through Craven Johnson Pollock.

10-11-17 Access to the interior of building made through CJP (Chip Culler) and at the direction of Aaron Alexander. R.Hucks and D.Long present and it was confirmed during inspection building has suffered partial collapse at the left rear corner at old- stairwell location. Building condemned and photographs taken.

10-12-17 Title search conducted by Sharon Livengood to confirm and verify ownership.

10-13-17 "Condemnation Notice" sent to owner requesting written response within 10 days.

10-23-17 Aaron Alexander acknowledged receipt of notice and stated he would respond in writing within 10 days.

11-17-17 Notice of Hearing sent out after no written response had been received from Aaron Alexander. Hearing date set for 12-5-17.

12-4-17 Aaron Alexander responded to Notice of Hearing" requesting 90 days stating that his company A&R International had just became owners of property and that the time is needed to formulate a plan for stabilization and repair of the areas of concern.

12-14-17 Following hearing, 90 Day Order" was issued with a compliance date of 3-14-18.

4-26-18 Aerial photographs taken by High Point Fire Department.

4-30-18 Order posted on building and published in local newspaper.

5-22-18 Sharon Livengood notified Building Inspections that the building was sold 3-8-18 and a new title search conducted to confirm owner(s) as A\$R International Exports 109 East 17 St. Suite 63 Cheyenne, Wyoming 82001 Attn: Jason Scott and Aaron Alexander

7-11-18 Notice of Condemnation sent to both Jason Scott and Aaron Alexander requesting response within 10 days of receipt after case had been started over due to new ownership.

8-31-18 No response ever received. Notice of hearing sent out to both parties above. Hearing date set for 9-10-18.

8-31-18- Hearing Notice posted on building

9-8-18 Copy of Notice posted in newspaper













**HIGH POINT CITY COUNCIL
SPECIAL MEETING
October 1, 2018 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

MINUTES

Present (9):

Mayor Jay Wagner, and Council Members Don Scarborough (At Large), Jeffrey Golden (Ward 1), Monica Peters (Ward 3), Wesley Hudson (Ward 4), Victor Jones (Ward 5) [arrived at 4:17 p.m.], and Jason Ewing (Ward 6)

Absent (2):

Mayor Pro Tem Chris Williams (Ward 2) and Britt Moore (At Large)

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Bob Martin, Director of Customer Service; Annette Smith, Customer Service Analyst; Jeron Hollis, Director of Communications & Public Engagement; Ryan Ferguson, Marketing Manager; Eric Olmedo, Budget & Administrative Director; Laura Altizer, Senior Budget Analyst; Sandra Keeney, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

*Chad Essick, Attorney with Poyner & Spruill
David Woodard, Attorney with Poyner & Spruill*

News Media:

None present

Note: The PowerPoint presentation by the Customer Service Department regarding Paymentus- Electronic Payments will be attached as a permanent part of these proceedings.

Call to Order

Mayor Wagner called the meeting to order at 4:00 p.m. and turned the meeting over to Deputy City Manager Randy McCaslin. Mr. McCaslin advised that an issue has arisen regarding electronic payments and noted that out of 40,000-45,000 customers, there are small handful of customers that could end up costing the city one-half million dollars due to their choice of payment methods. He then referred to Bob Martin to address the situation and a possible solution to the dilemma.

Presentation by Customer Service- Paymentus (Electronic Payments)

Bob Martin, Director of Customer Service, introduced Annette Smith, Customer Service Analyst. He explained earlier this year, staff embarked on a search for a new electronic payment processor due to poor service with the one that was being used at that time. After receiving and reviewing the proposals, the new vendor selected was Paymentus. He advised there was one key piece of information that was not available as a result of

the agreement with Paymentus regarding the size/amount of a transaction and the rewards card component, which resulted in additional charges in the amount of \$47,000 the first month of using Paymentus as compared to what was anticipated as a normal monthly billing of \$30,000. If a customer pays with a rewards card, the city is charged \$1.55 for the transaction, plus an additional 3.5% of the payment amount.

Mr. Martin noted that even the small transactions make a big difference. He explained an extreme case for one of the city's largest utility customers for a \$400,000 utility bill and the model was built on a \$4,000 transaction, so this could result in 100 payments with a card because of the way that some of the larger customers like to break up the payments in an effort to take advantage of the system to get under the limit.

He further explained if a customer pays a utility bill with an Echeck, an Echeck is based on \$25,000 components, so \$25,000 divided into \$400,000 is 16 times at .45 per transaction for a total of \$7.20. A normal credit card (not a rewards card) would result in 100 fees (\$4,000 times \$1.55, to get a \$400,000 payment).

Mr. Martin noted in order to eliminate the additional fees and get the total charge on reward cards below 10% or in the \$500,000 a month threshold, staff has been working with Paymentus to develop the following steps to minimize the impact of these rewards/commercial cards that should drive it below that threshold.

- 1. Amend the Paymentus contract to reduce the non-qualified charge from 3.5% to 2.65%.*
- 2. Reduce the maximum credit card transaction amount to \$800 (from \$4,000); Echeck maximum amount remains at \$450,000.*
- 3. Add velocity rule to allow no more than two (2) credit card and Echeck transactions per customer (account) per thirty (30) days.*
- 4. Block all accounts using a third (3rd) party payment provider as specified in Terms & Conditions (the Paymentus agreement does not allow this).*

Staff explained that if no action is taken, the annual budget expense will increase by \$500,000 and pointed out the recommended actions identified above are both legal and compliant to credit card standards. Mr. Martin reiterated that the large commercial customers that are taking advantage of the system are very minimal (about 25).

Because the city is responsible for absorbing these additional costs, Mr. Martin pointed out that staff is looking to make these changes quickly with required change orders that have been signed by Deputy City Manager Randy McCaslin. He further explained that the city's model is built on absorbing the fee, and not charging a convenience fee to our customers because it allows access to the lowest cost of utility rate on the charge cards. Additionally, the city chose not to pass along this fee to the utility rate customers due to the adoption rate. If the city starts charging a fee, it would drive down the adoption rate which means more people would start walking in to pay their payments or more people would start mailing in checks and this would drive internal costs up.

Council Member Peters suggested offering some kind of incentive such as a discount or credit to the large commercial customers to pay the city directly with a check. Mr. McCaslin advised this would still result in a cost that would have to be passed on and the utility rate customers would have to make up the difference. He strongly urged that the city should move forward quickly with the change order to the contract, or it would raise the city's cost by \$1.5 million a year.

In response to a question posed by Council Member Ewing about whether or not the City Council would have to approve the change order to the contract, Mr. Martin replied that it could be handled administratively by staff.

Council Member Ewing asked what would happen if these recommended changes are made and the city is still over the 10% threshold. Mr. Martin suggested the next step would be to do some investigation as to whether or not to differentiate between commercial, industrial, and residential and possibly only offer the service to residential customers, but he hoped that we would not have to go to that step. He noted that staff should know if these steps are working after one billing cycle.

Council Member Peters asked if staff could explain the changes. Annette Smith explained that the maximum \$4,000 credit card allowance would be reduced to \$800, then only two payments would be allowed per month. She further explained that this prevents a customer from making multiple \$800 payments because this behavior has been observed as well.

Council Member Hudson questioned why the Echeck transfers would be limited as this is the least expensive method. Mr. Martin replied that the process is convoluted, and he was told from a best practice standpoint and a system standpoint, it would be much easier to do it this way. He clarified that the walk-in traffic customers are not part of this model.

Mr. McCaslin again expressed the urgent need to go ahead and do the change order to the Paymentus contract. He then entertained questions.

Several Council Members asked staff what explanation they should give to customers that call them and they were informed to refer all inquiries to Mr. Martin in Customer Service.

Council Member Jones suggested adding a 3% processing fee to the utility bill for payments over the \$800. Mr. McCaslin explained that the utility rate on the merchant card side would not allow the city to select who is charged a fee and who is not.

There being no further discussion, Mayor Wagner announced the need to go into Closed Session for attorney-client privilege.

Prior to the Closed Session, the following staff members departed the meeting: Bob Martin, Annette Smith, Jeron Hollis, Eric Olmedo, Laura Altizer, and Ryan Ferguson.

2018-402 Closed Session

At 4:27 p.m. Council Member Golden moved to enter into Closed Session pursuant to N.C. General Statute 143-318(a)(3) for attorney-client privilege. Council Member Ewing made a second, which carried by a 7-0 unanimous vote.

Council reconvened into Open Session at 5:10 p.m. upon motion duly made by Council Member Ewing and second by Council Member Golden.

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

Adjournment

There being no further business to come before Council, the meeting adjourned at 5:10 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

*Lisa B. Vierling, MMC
City Clerk*

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
October 1, 2018 – 5:30 P.M**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

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

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

Present (7):

Mayor Jay W. Wagner, Council Member Donald Scarborough (At Large), Council Member Jeffrey Golden (Ward 1), Council Member Monica Peters (Ward 3), Council Member Wesley Hudson (Ward 4), Council Member Victor Jones (Ward 5), and Council Member Jason Ewing (Ward 6)

Absent (2):

Mayor Pro Tem Chris Williams (Ward 2) and Council Member Britt Moore (At Large)

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

RECOGNITIONS AND PRESENTATIONS

2018-401 Proclamation - Domestic Violence Awareness Month

Ms. Catherine H. Johnson, Guilford County Family Justice Center Director and Chief Kenneth Shultz will be present to accept from Mayor Wagner proclaiming the month of October 2018 as “Domestic Violence Awareness Month.”

Mayor Wagner read the Proclamation declaring the month of October 2018 as "Domestic Violence Awareness Month" into the record and presented it to Police Chief Kenneth Shultz.

Chief Shultz advised that it was nine years ago that the High Point Police Department decided to do a different approach for dealing with domestic violence, and the initiative has been extremely successful. He pointed out the idea of a Family Justice Center came about as a result and was designed specifically for domestic violence. At this time, he introduced Catherine Johnson, Director of the Family Justice Center.

Ms. Johnson invited everyone to attend the ribbon cutting ceremony for the grand opening of the Family Justice Center in High Point on October 23rd. She then introduced some of the many partners that will be working at the Family Justice Center representing law enforcement, social services, legal services, and community-based advocates. There will be over 35 professionals from 12 different organizations working together to make our community safer. In closing, Ms. Johnson thanked all the partners and expressed appreciation for the partnership with the City of High Point, the High Point Police Department, and all the collaborative partners to make this a successful effort.

[applause] [photo opportunity followed]

2018-353 Human Relations Commission Student Ambassadors

Council Member Victor Jones, Human Relations Commission Liaison, will introduce the Human Relations Commission Student Ambassadors.

As the Council Liaison to the Human Relations Commission, Council Member Jones announced that the Human Relations Commission would now have five high school students and two college students that would be non-voting members on the Commission. This action is taken pursuant to Section 2-3-3(a) of Article A- Human Relations Program and Commission of the High Point Code of Ordinances. Tonight, these students were officially appointed by general consensus of the City Council to the Human Relations Commission.

At this time, Council Member Jones introduced Fanta Dorley, Human Relations Manager, who recognized the following students who were chosen to be representatives on the Human Relations Commission.

- *Ryan Austin (High Point Central)*
- *Nelson Brooks (Southwest High School)*
- *Parker Harris (High Point University)*
- *Hailey Hmiel (Southwest High School)*
- *Taylor McGhee (High Point University)*
- *Tashaun Staples (Andrews High School)*
- *Kayla Bostic (Penn Griffin School for the Arts)*

Each student received a Certificate.

[applause] [photo opportunity followed]

2018-364 Workforce Development Board Update

Ms. Lillian Plummer, Executive Director of Workforce Development Board, will be in attendance to update City Council on the work being done by the board.

Lillian Plummer, Executive Director for the Guilford County Workforce Development Board, provided an overview of programs under the Workforce Innovation and Opportunity Act (WIOA) and the services that are provided by the Workforce Development Board and the NCWorks Career Center. [The Powerpoint presentation will be attached in Legistar as a permanent part of these proceedings].

Ms. Plummer advised that the work of the Workforce Development Board is more critical now than ever because the economy is changing, the poverty level is improving, but it is moving much too slowly. The Guilford County Workforce Development Consortium was formed in 1970 by the City of Greensboro, City of High Point, and Guilford County for the purpose of bringing public and private dollars into Guilford County to service the workforce. It was reaffirmed in 2015 by all three governmental units when they switched to the Workforce Innovation and Opportunity Act. Greensboro was designated as the

administrative entity to manage the funds and the Mayor of the City of Greensboro is the official signatory. The law requires at least 51% of the Workforce Development Board represent the private sector. The purpose of the WIOA is to achieve and maintain an integrated, job-driven workforce system that links the workforce to businesses and improves the quality of life for citizens and is based on three key pillars:

- 1. One-Stop career centers provide first-rate customer service to jobseekers, workers, and businesses.*
- 2. The demands of businesses and workers drive workforce solutions.*
- 3. The workforce system supports strong regional economies.*

There are two centers located in Guilford County: one in High Point located at 607 Idol Street and one in Greensboro. Ms. Plummer noted the High Point Center opened in 2010, about four years before the State actually required it. She applauded the City of High Point for acquiring the building, took care of the renovations, and made it possible for them to consolidate their workforce location and what was formally the Employment Security Commission into this one facility.

For the period of July 1, 2017 to June 30, 2018, they provided services to over 28,000 visitors at these two centers. Ms. Plummer proceeded to share about the services that the Workforce Development Board provides at these two centers. She also shared the demographics of the population they serve and noted they have a good mix of ages all based on the High Point population. Ms. Plummer admitted they need to work on helping individuals who have some training to look for better jobs, to get on a career path, to regroup all the skills they have so they can better position themselves in a job paying more wages.

They also work with businesses and companies when they're having layoffs or dislocations. This involves going in and working with the company, working with the individuals who are impacted, helping them either find another job, rebuild their skills, or get new skills.

Regarding their funding/budget, Ms. Plummer advised they average somewhere around \$5 million a year.

It was reported that Guilford County was certified as an ACT Work Ready Community in February 2018 and they are one of only 33 counties in North Carolina that have received the designation and the only one in the Piedmont Triad Region.

Ms. Plummer then recognized members of her staff that were present: Kim Fernandez, Executive Assistant; and Chris Rievera, Assistant Director. The Workforce Development Board members that were present were provided an opportunity to introduce themselves and the companies they represent.

- ✓ Karl Robinson, Chairman- Workforce Development Board (R & R Transportation)*
- ✓ Dave Robinson (United Health Care in Guilford County)*
- ✓ Donna Newton (Community Foundation of Greater Greensboro)*
- ✓ David Ramsey (Greensboro Chamber of Commerce)*
- ✓ Bernita Sims (Welfare Reform Liaison Project)*
- ✓ Curtis Wilson (Graco Supply)*

- ✓ *Sandy Dunbeck (High Point Economic Development Corporation and Guilford County Economic Development Alliance)*

Other High Point representatives serving on the Workforce Development Board that were not present were:

- ✓ *Audrey McManess (Thomas Built Bus)*
- ✓ *George Jordan (The MT Company)*

STRATEGIC PLAN UPDATE

2018-365

Strategic Plan Update

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

Connect HP

Council Member Jason Ewing, Chairman of the Prosperity & Livability Committee, introduced Taz Ameen, current Connect HP chair and asked him to provide a brief update on their activities.

Mr. Ameen reported that Connect HP has had three events this year:

- ✓ **May 30th-** *YP Meet & Greet, held at the High Point Theatre.*
- ✓ **June 22nd-** *YP Meet & Greet, held at the String & Splinter Club.*
- ✓ **July 17th-** *Viewing party for a High Point young professional, Chef Mockenjay, who was a finalist on the Food Network show, "Chopped," and came in second place. The event was very well-attended and was held at the High Point Theatre.*

Mr. Ameen then shared about an upcoming event, the YP Summit, which will be held on November 27th at Villa de l'Amour. One of the breakout session topics will be "Meet Your City Council." They will partner with United Way of Greater High Point and Business High Point to kick off the event.

Additionally, Connect HP is involved with the High Point Rockers organization and helps them promote the Progress Parties for the stadium. The final Progress Party will be held on Thursday, October 4th and will be Halloween themed.

Council Member Ewing stated he was definitely looking forward to the breakout sessions and felt it would be a great opportunity for Council to interact and get feedback from the young professionals.

Blight

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

32 - Minimum Housing Complaints
310 - Active Minimum Housing Cases
1 - Active Backlog Cases (270 original)
4 - City Demolished Houses
157 - Public Nuisance Complaints
279 - Active Public Nuisance Cases
37 - City Abated Public Nuisance Cases
100 - Owner abated Public Nuisance Cases
23 - Zoning Complaints (vehicles, signs, Banners etc.)
88 - Active Zoning Cases
51 - Signs Collected

Lori Loosemore, Local Codes Enforcement Supervisor, shared some before and after photographs of public nuisances and abatements that were completed.

PUBLIC COMMENT PERIOD

2018-366 Public Comment Period

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

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

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

Mayor Wagner opened the Public Comment Period and asked if there was anyone present who would like to speak. There being no one present to address Council, the Public Comment Period was closed.

CONSENT AGENDA ITEMS

Council Member Ewing chaired the Finance Committee portion of the agenda due to the absence of Finance Chair Britt Moore.

Council Member Ewing reported that the Finance Committee did meet as scheduled on Thursday, September 27th and placed all the Finance-related matters on the Consent Agenda with a favorable recommendation for approval.

Council Member Ewing made a motion, seconded by Council Member Ewing, to approve the finance-related items on the Consent Agenda. The motion carried unanimously with the following 9-0 vote:

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons.

Prior to taking a vote on the motion to approve the Finance-Related Agenda Items on the Consent Agenda, Mayor Wagner asked if the State has been informed that the kudzu is growing back where the improvements to the Broad Avenue Railway were made. Keith Pugh, Director of Engineering Services, stated that he did let them know so they are aware that the kudzu is growing back. Mayor Wagner asked staff to please stay on top of this with the State.

FINANCE COMMITTEE - Council Member Moore, Chair

Committee Members: Moore, Hudson, Ewing, and Jones

2018-367 Contract - Purchase of Equipment - Electric Bucket Truck

Council is requested to approve a contract with Altec to purchase a new International truck with an Altec AA-55 body in the amount of \$207,784.00 and declare the old truck as surplus and disposing through the online auction process.

Approved award of a contract with Altec to purchase a new International truck with an Altec AA-55 body in the amount of \$207,784.00 and declared the old truck as surplus to be disposed of through the online auction process.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-368 Contract - Purchase of Equipment - Signal Bucket Trucks

Council is requested to approve a contract with Terex to purchase two (2) new Ford F550 trucks with a Terex LTM40 body in the amount of \$306,224.00 and declare the old trucks as surplus and disposing through the online auction process.

Approved award of a contract with Terex to purchase two (2) new Ford F550 trucks with a Terex LTM40 body in the amount of \$306,224.00 and declared the old trucks as surplus to be disposed of through the online auction process.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-369 Contract - Sole Source Annual Contract - Westside WWTP

Council is requested to approve a contract with Piedmont Technical Services in the amount of \$30,000.00. Contract will allow for six service visits per year at 2-month intervals for maintenance at the Westside WWTP's Trojan UV 4000 Plus Disinfection System.

Approved award of a Sole Source annual contract with Piedmont Technical Services in the amount of \$30,000.00, which will allow for six service visits per year at 2-month intervals for maintenance to the Trojan UV 4000 Plus Disinfection System at the Westside WWTP.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-370 Contract - Sole Source Annual Contract - Eastside WWTP

Council is requested to approve a contract with Piedmont Technical Services in the amount of \$45,000.00. Contract will allow for six service visits per year at 2-month intervals for maintenance at the Eastside WWTP's Trojan UV 4000 Disinfection System.

Approved award of a Sole Source annual contract with Piedmont Technical Services in the amount of \$45,000.00, which will allow for six service visits per year at 2-month intervals for maintenance to the Trojan UV 4000 Disinfection System at the Eastside WWTP.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-371 Extension of Contract - Corrosion Inhibitor Ward Water Treatment Plant

Council is requested to approve an extension to the contract with Sterling Water Technologies in the amount of \$95,964.00 for corrosion inhibitor at the Ward WWTP.

Approved an extension to the contract with Sterling Water Technologies in the amount of \$95,964.00 for the corrosion inhibitor at the Ward WWTP.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract extension be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-372 Contract - Resurfacing of City Streets

Council is requested to approve contract with Blythe Construction, Inc in the amount of \$2,661,308.62 for resurfacing of specific streets throughout the city.

Approved award of a contract with Blythe Construction, Inc. in the amount of \$2,661,308.32 for the resurfacing specific streets identified on the FY 2019 City Streets Resurfacing List that is attached in Legistar as a permanent part of these proceedings. Only the base bid was used to determine the low bidder. Alternate Bid #1 involves the Contractor incorporating an asphalt anti-rutting polymer additive into their asphalt mix on specific portions of Trinity Avenue and Bethel Drive as part of a test pilot for Kao Specialties America, which is an international company with its US headquarters based in High Point. The cost associated with Alternative Bid #1 will be fully reimbursed to the City by Kao Specialties America.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-373 Contract - Rain for Rent - Riverdale Pump Station Emergency Pump Bypass

Council is requested to approve the emergency purchase order to Rain for Rent in the amount of \$121,443.84 to assist with repairs at the Riverdale Pump Station. During the past storm event the pump station flooded, damaging the three (3) pumps. Currently Public Services has one of the three pumps operational. To complete the repairs, the pump station will need to be bypassed.

Approved award of a contract with Rain for Rent in the amount of \$121,443.84 to assist with emergency bypass pump repairs at the Riverdale Pump Station as a result of damage caused to the three pumps due to the recent Hurricane Florence storm event.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-374 Contract - Broad Avenue Roadway Improvements

Council is requested to award a contract to P&S Grading, LLC in the amount of \$196,665.32. The purpose of this contract is to install curb and gutter (on the RR side of Broad Avenue) for storm drainage control and resurface Broad Avenue to complete the overall city obligations for improvements between Wrenn Street and Centennial Street.

Approved award of a contract to P & S Grading, LLC in the amount of \$196,665.32 to install curb and gutter on the railroad side of Broad Avenue for storm drainage control and to resurface Broad Avenue to complete the overall city obligations for improvements between Wrenn Street and Centennial Street.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-375 Contract - Purchase of Six (6) Steel Transmission Poles I-74 & NC-68 NCDOT Widening Project

Council is requested to award a contract to Valmont (Lekson Associates) in the amount of \$93,172.00 to purchase six (6) steel transmission poles for North Carolina Department of Transportation (NCDOT) intersection widening project at I-74 and NC-68.

Approved award of a contract with Valmont (Lekson Associates) in the amount of \$93,172.00 to purchase six (6) steel transmission poles for the North Carolina Department of Transportation (NCDOT) intersection widening project at I-74 and NC Highway 68.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-376 Contract - Pavement Markings - City Streets

Council is requested to award a contract to Triad Road Maintenance in the amount of \$171,822.96 for the maintenance of pavement markings on streets within the Corporate Limits of the City of High Point. This is a three-year contract (\$57,822.96 annually) and renewable for two (2) additional years.

Approved award of a contract to Triad Road Maintenance in the amount of \$171,822.96 for the maintenance of pavement markings on streets within the Corporation Limits of the City of High Point.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-377 Resolution - Exchange of Property - High Point University - Portion of McCain Park

Council is requested to adopt a resolution authorizing the exchange of land between the City of High Point and High Point University. The City of High Point will receive two tracts of land located on Irwin Avenue, while conveying two tracts of land, a portion of McCain Park located off of East Lexington Avenue to High Point University.

Adopted a Resolution authorizing the exchange of land between the City of High Point and High Point University.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this resolution be adopted. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1787/18-49
Resolution Book, Volume XX, Page 49
Introduced: 10/1/2018; Adopted 10/1/2018**

2018-379 Resolution - Sale of City Owned Property - 2425 Martin Luther King Jr. Drive

Council is requested to adopt a Resolution authorizing the sale of the property located at 2425 Martin Luther King Jr. Drive through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269. Pogg Enterprises LLC, owner of 2423 Martin Luther King Jr. Drive has offered a bid of \$2,000.

Adopted a Resolution authorizing the sale of the property located at 2425 Martin Luther King, Jr. Drive through the upset bid procedure of N.C. General Statute 160A-269 and directed the City Clerk to publish a public notice of the proposed sale in accordance with N.C. General Statute 160A-269.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this resolution be adopted. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1788/18-50
Resolution Book, Volume XX, Page 50
Introduced 10/1/2018; Adopted 10/1/2018**

2018-380 Resolution - Condemnation - 225 N. Elm Street

Council is requested to adopt a Resolution authorizing the Finance Director to issue a check in the amount of \$234,840.00 to the Clerk of Superior Court; and authorize the City Attorney to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the needed easement at 225 N. Elm Street.

Adopted a Resolution authorizing the issuance of a check in the amount of \$234,840.00 by the Finance Director to the Clerk of Superior Court and authorized the City Attorney to file the necessary proceedings related to the condemnation under Chapter 40A of the North Carolina General Statutes to acquire the needed easement at 225 N. Elm Street.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this resolution be adopted. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1789/18-51
Resolution Book, Volume XX, Page 51
Introduced 10/1/2018; Adopted 10/1/2018**

2018-381 Budget Ordinance Amendment - Transfer of Funds to the Core City CDC

Council is requested to adopt an ordinance amending the 2018-2019 Budget Ordinance of the City of High Point, North Carolina to transfer funds in the amount of \$80,000 to the Core City CDC to purchase properties.

Adopted an Ordinance amending the 2018-2019 Budget Ordinance to transfer funds in the amount of \$80,000.00 to the Core City CDC to purchase properties that have been identified that will help achieve the goal of redeveloping and strengthening the Core City.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this budget ordinance amendment be adopted. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Ordinance No. 7452/18-81
Ordinance Book, Volume XX, Page 81
Introduced 10/1/2018; Adopted 10/1/2018**

2018-400 Contract - Habitat for Humanity - Affordable Housing

Council is requested to approve a contract with Habitat for Humanity in the amount of \$80,000; and to construct two affordable homes in the neighborhood adjacent to Washington Terrace Park (209 Murray Street; 1807 Brooks Avenue); and authorize the appropriate City Staff to execute all necessary documents.

Approved a contract with Habitat for Humanity in the amount of \$80,000.00 to construct two affordable homes in the neighborhood adjacent to Washington Terrace Park (209 Murray Street and 1807 Brooks Avenue), and authorized the appropriate City staff to execute all necessary documents.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this contract be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-382 Closure of the Water Reserve Fund and the Sewer Reserve Fund

City Council is requested to adopt a resolution to close the Water Capital Reserve Fund and to close the Sewer Capital Reserve Fund; and to adopt a budget amendment in the amount of \$4,106,777 to appropriate the funds into the Water Sewer Capital Projects Fund for the Incinerator Project at the Eastside WWTP.

Adopted a Resolution closing the Water Capital Reserve Fund and the Sewer Capital Reserve Fund, and adopted an Ordinance amending the 2018-2019 Budget Ordinance in the amount of \$4,106,777.00 to appropriate the funds into the Water/Sewer Capital Project fund for the Incinerator Project at the Eastside WWTP.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this matter be approved. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution No. 17901/18-52
Resolution Book, Volume XX, Page 52
Introduced 10/1/2018; Adopted 10/1/2018

Ordinance No. 7457/18-86
Ordinance Book, Volume XX, Page 86
Introduced 10/1/2018; Adopted 10/1/2018

2018-383 Resolution - Final Authorization-Issuance of Series 2018 General Obligation Public Improvements (2/3) Bonds

Council is requested to approve the attached "Order Authorizing \$6,600,000 General Obligation Bonds, Series 2018"; and approve the attached "Resolution Repealing the Unissued Balance of a General Obligation Refunding Bond Order Adopted September 6, 2016."

Approved the "Order Authorizing the Sale and Issuance of \$6,600,000.00 General Obligation Bonds, Series 2018," and Adopted the "Resolution Repealing the Unissued Balance of a General Obligation Refunding Bond Order" that was adopted on September 6, 2016.

A motion was made by Council Member Ewing, seconded by Council Member Jones that this resolution be adopted. This action was taken on the consent vote. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution Providing for the Sale and Issuance of \$6,600,000 General Obligation Public Improvement Bonds, Series 2018

Resolution No. 1791/18-53
Resolution Book, Volume XX, Page 53
Introduced 10/1/2018; Adopted 10/1/2018

Resolution Repealing the Unissued Balance of a General Obligation Refunding Bond Order Adopted by the City Council on September 6, 2016.

Resolution No. 1800/18-63
Resolution Book, Volume XX, Page 53
Introduced 10/1/2018; Adopted 10/1/2018

REGULAR AGENDA ITEMS**PUBLIC HEARINGS**

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

2018-384 Public Hearing - Public Transportation Program Resolution for State Funding

Monday, October 1, 2018 at 5:30pm is the date and time established to receive public comments on the Public Transportation funding program. City Council is requested to 1) adopt the resolution enabling the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project; and 2) authorize the submittal of the grant application to FTA and the execution of the grant by the City Manager upon award.

The public hearing for this matter was held as duly advertised on Monday, October 1, 2018 at 5:30 p.m.

Angela Wynes, Transit Manager, advised that this is a required public hearing for submittal of a grant application for State funding to be used for vehicle match money, technology projects, and it is also a Federal grant application for operating assistance that is coming from Congestion Mitigation and Air Quality (CMAQ) funds to help with the funding of the two new routes that the City will be implementing and the additional service on the Jamestown-GTCC route.

Council Member Golden inquired about when the two new routes would be implemented. Ms. Wynes replied that they are still struggling to hire qualified operators and once Hi tran is adequately staffed, the new routes would begin.

Council Member Ewing opened the public hearing and asked if there was anyone present who would like to offer comment. There being no one present to comment, the public hearing was declared closed.

Adopted the Public Transportation Program Resolution for State Funding enabling the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project; and authorized the submittal of the grant application to the FTA and authorized the City Manager to execute the grant upon award.

A motion was made by Council Member Ewing, seconded by Council Member Hudson that this matter be approved. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution No. 1792/18-54
Resolution Book, Volume XX, Page 54
Introduced 10/1/2018; Adopted 10/1/2018

PENDING ITEMS

2018-169 Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)

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

Note: This matter was initially heard by the City Council at the May 21, 2018 Meeting and action was taken at that time to refer the matter to the Finance Committee for further discussion.

At the Finance Committee Meeting held on August 16, 2018, City Attorney JoAnne Carlyle provided an update. This is the 5th amendment to this license. She advised this should actually be a Lease Agreement rather than a License Agreement as this equipment is installed for more than 30 days on real city property. She explained that she has been corresponding with the attorney representing Cingular to correct the language in the Agreement.

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE -

Council Member Golden, Chair

Committee Members: Golden, Peters, Scarborough, and Williams

2018-386 Ordinance - Demolition of Structure - 512 Hill Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 512 Hill Street belonging to Todd and Tonia Crook.

Lori Loosemore, Local Codes Enforcement Supervisor, reported the original inspection for this dwelling was conducted on January 26, 2017. The property was identified due to a combination of fire reports that were provided to staff and it was also listed and contained in the study from UNC-G. The inspectors held a hearing on July 25, 2017 and no one appeared for the hearing. An Order to Repair or Demolish was issued on September 19, 2017 with a compliance date of October 20, 2017. Ms. Loosemore advised that she has had no contact with the owners and they have not made any appeals or applied for any permits to make the repairs.

No one was present to speak on behalf of the property located at 512 Hill Street.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of the structure located at 512 Hill Street.

A motion was made by Council Member Golden, seconded by Council Member Ewing that this demolition ordinance be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Ordinance No. 7453/18-82

Ordinance Book, Volume XX, Page 85

Introduced 10/1/2018; Adopted 10/1/2018

2018-387 Ordinance - Demolition of Structure - 303 Phillips Avenue

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 303 Phillips Avenue belonging to J. William Herndon, Jr.

Lori Loosemore, Local Codes Enforcement Supervisor, advised that the condition of his property was discovered based on the fire report in the UNC-G study. The original inspection was conducted on April 7, 2017. A hearing was held on May 17, 2017 and the owner, Mr. Herndon, did appear. At the hearing, Mr. Herndon stated that he had plans to make repairs to the house and presented documentation showing truss plans dated May 20, 2017. He indicated that he did plan to apply for the necessary permits in the next 30-60 days. An Order to Repair or Demolish was issued on May 17, 2017 with a compliance date of June 19, 2017.

Ms. Loosemore then shared some recent photographs taken of the property and pointed out no repairs have been made and no permits have been applied for.

Bill Herndon, owner of the property located at 303 Phillips Avenue, addressed Council. He advised he is still attempting to make the repairs to the property and shared that he plans to use some money he has recently inherited from a family member's estate. He agreed that the structure is in disrepair but felt the structure itself is sound. He asked Council to allow him an additional six months to raise the funds and get the work underway. He reported that he has invested well over \$50,000 of his own money in the property and he hopes to complete the repairs to the property.

Council Member Peters asked Mr. Herndon how we plans on raising the money to do the repairs in the next six months. Mr. Herndon replied that he has inherited several hundred acres in Randolph County that is ready to be tree harvested and he is currently awaiting a report from the Tree Forestry officials to see how he can proceed. He stated he was unsure how long this would take due to a complication with a fraudulent lien that was filed against the property.

Council Member Scarborough asked if the roof was protecting the structure. Mr. Herndon explained that the house was moved from a location on Quaker Lane to Phillips Avenue and noted that this was actually a temporary roof on the structure. He pointed out that although it was not providing good protection, it was providing some protection to the interior of the home.

Council Member Hudson questioned that there have not been any permits pulled in the past 18 months. Mr. Herndon affirmed that to be correct and explained he had been using his money to take care of a sick relative who has now passed and because of that, he is now paying for the choices that he made.

Chairman Golden asked Ms. Loosemore if she sees a need to grant Mr. Herndon a 6-month extension. Ms. Loosemore stated she does not and explained prior to the meeting she was approached by Mr. Herndon and he asked for an extension, so he could sell the property. She expressed concerns with staff being placed in the middle of instances where property is being off-loaded and she was unsure of Mr. Herndon's intentions.

At this time, Council Member Golden moved to adopt the Ordinance for demolition of the property at 303 Brooks Avenue. Council Member Jones made a second to the motion.

For further discussion, Council Member Ewing inquired about the value of the property and Ms. Loosemore replied the building on the property was appraised at \$92,000.

Council Member Peters inquired about the cost of demolition. Ms. Loosemore advised that she was unsure of the cost to demolish until bids are received but noted the estimate from the inspector for the necessary repairs to the property was \$61,089.00.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of the structure located at 303 Phillips Avenue.

A motion was made by Council Member Golden, seconded by Council Member Jones that this demolition ordinance be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Ordinance No. 7454/18-83
Ordinance Book, Volume XX, Page 83
Introduced 10/1/2018; Adopted 10/1/2018**

2018-388 Ordinance - Demolition of Structure - 1227 Pearson Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1227 Pearson Street belonging to Monument of Praise Ministries, Inc.

Lori Loosemore, Local Codes Enforcement Supervisor, advised this housing case was brought before Council initially in January 2018 and was placed on the pending list for the Community Housing, Neighborhood Development & Public Safety Committee on March 19, 2018. On May 7, 2018, the housing case was removed from the agenda and referred back to staff as the church did produce a contract they entered into with KC's Home Improvements and agreed to submit plans and obtain building permits for the completion of the project in 8

weeks. Although permits were applied for on March 15, 2018, after an inspection, the inspector noted that the house had been cleaned and taken back to the original framing, but no repairs had been started and no inspections had been called in or requested as of September 20, 2018.

Ms. Loosemore shared some recent pictures taken of the interior of the property, and noted she was not aware of any repairs that were completed within the past week to cause her to change her mind about bringing the property back to the Council for demolition.

Neither the property owner, nor a representative was present.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1227 Pearson Street.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Ordinance No. 7455/18-84

Ordinance Book, Volume XX, Page 84

Introduced 10/1/2018; Adopted 10/1/2018

A motion was made by Council Member Golden, seconded by Council Member Ewing that this demolition ordinance be adopted. The motion carried unanimously by the following 7-0 vote.

2018-144 Ordinance - Demolition of Structure - 1505 East Avenue

City Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1505 East Avenue belonging to SHJ Capital, LLC.

Lori Loosemore, Local Codes Enforcement Supervisor, requested this property be removed from the pending list and placed on tonight's agenda for demolition.

Council Member Golden moved to remove this matter from the pending list and place it on tonight's agenda for consideration for the adoption of a demolition ordinance. Council Member Ewing made a second to the motion which carried by a 7-0 unanimous vote.

Ms. Loosemore advised that this matter was initially brought before Council on May 7, 2018 and at that time she reported the property had been sold on April 16, 2018. The new property owner, TAK Homes, asked for additional time, so staff recommended the matter be placed in pending. Ms. Loosemore reported that TAK Homes did email her an outline of their plan for repairing the property and noted they would apply for the permits and start the repairs on August 20th with an anticipated completion date of November 15, 2018. However, as of September 21, 2018, no permits have been applied for and the structure has continued to deteriorate.

Chairman Golden asked Ms. Loosemore if she had any other communication with the new property owner. Ms. Loosemore replied that she had not, but she did email him on a couple of occasions to ask about his plans, but never heard back from anyone. She noted that the property owner has purchased other properties and it seems to be a reoccurring owner popping up on some of these abandoned properties.

There was no one present to speak on behalf of the property at 1505 East Avenue.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of the structure at 1505 East Avenue.

A motion was made by Council Member Golden, seconded by Council Member Ewing that this demolition ordinance be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Ordinance No. 7454/18-85
Ordinance Book, Volume XX, Page 85
Introduced 5/7/2018; Adopted 10/1/2018**

2018-389 Resolution - Conveyance of Property to Habitat for Humanity - 209 Murray St & 1807 Brooks Ave

Council is requested to adopt a resolution to convey the properties located at 209 Murray Street and 1807 Brooks Avenue to Habitat for Humanity to construct affordable housing in the Southside and Washington Terrace area.

Mike McNair, Director of Community Development and Housing, advised this is a companion action to the contract that was previously approved with Habitat for Humanity to build two homes at 209 Murray Street and 1807 Brooks Avenue in the Southside and Washington Terrace area. Staff is requesting Council adopt the resolution conveying these two properties to Habitat for Humanity.

Adopted a Resolution conveying the property at 209 Murray Street and 1807 Brooks Avenue to Habitat for Humanity to construct affordable housing in the Southside and Washington Terrace area.

A motion was made by Council Member Golden, seconded by Council Member Ewing that this resolution be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1793-18-55 & 1780/18-62
Resolution Book, Volume XX, Page 55**

Introduced 10/1/2018; Adopted 10/1/2018**2018-390 Resolution - Transfer of Property Core City CDC**

City Council is requested to adopt the Resolution authorizing the transfer of 228-230 Gordon Street to the Core City CDC and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Adopted a Resolution authorizing the transfer of 228-230 Gordon Street to the Core City CDC, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Golden, seconded by Council Member Ewing that this resolution be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1794/18-56
Resolution Book, Volume XX, Page 56
Introduced 10/1/2018; Adopted 10/1/2018**

PENDING ITEMS**2018-333 Ordinance - Demolition of Structure - 1700 Edmondson Place**

City Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1700 Edmondson Place, belonging to Che Lawrence Reynolds, Jr.

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

In the absence of Chairman Williams, Mayor Wagner chaired this portion of the meeting for the Planning and Development Committee.

2018-391 Resolution of Intent - Annexation 18-04

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 5, 2018, at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 2.6 acres. The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive (Davidson County Tax Parcel 01008D0000002A) and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley (Davidson County Tax Parcel 01008D00000013).

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 5, 2018 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 2.6 acres consisting of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive in Davidson County, and a 0.3-acre parcel

lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley Road in Davidson County.

A motion was made by Mayor Wagner, seconded by Council Member Ewing that this Resolution of Intent be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution No. 1795/18-57

Resolution Book, Volume XX, Page 57

Introduced 10/1/2018; Adopted 10/1/2018

2018-392 Resolution of Intent - Annexation 18-05

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 5, 2018, at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 61.1 acres lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road. The property is also known as Guilford County Tax Parcels 0169205 and 0169210.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 5, 2018 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 61.1 acres lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road.

A motion was made by Mayor Wagner, seconded by Council Member Ewing that this Resolution of Intent be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution No. 1796/18-58

Resolution Book, Volume XX Page 58

Introduced 10/1/2018; Adopted 10/1/2018

2018-393 Resolution of Intent - Annexation 18-06

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 19, 2018, at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 6.7 acres lying approximately 1,200 east of S. Highway 66 and north of Thomas Street. The property is also known as Forsyth County Tax Parcels 6882-88-2913.00.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 19, 2018 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 6.7 acres lying approximately 1,200 feet east of S. Highway 66 and North of Thomas Street.

A motion was made by Mayor Wagner, seconded by Council Member Ewing that this Resolution of Intent be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1797/18-59
Resolution Book, Volume XX, Page 59
Introduced 10/1/2018; Adopted 10/2/2018**

2018-394 Resolution of Intent - Annexation 18-07

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 19, 2018, at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 7.7 acres lying at the northeast corner of Thomas Street and S. Highway 66. The property is also known as Forsyth County Tax Parcels 6882-78-1725.00, 6882-68-9726.00, 6882-78-4954.00 and 6882-69-9041.00.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 19, 2018 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 7.7 acres lying at the northeast corner of Thomas Street and S. Highway 66.

A motion was made by Mayor Wagner, seconded by Council Member Ewing that this Resolution of Intent be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

**Resolution No. 1798/18-60
Resolution Book, Volume XX, Page 60
Introduced 10/1/2018; Adopted 10/1/2018**

2018-395 Resolution of Intent - Street Abandonment 18-01

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 19, 2018, at 5:30 p.m. to consider a request by High Point University to abandon the eastern 655 feet of Barbee Avenue right-of-way and to abandon the eastern 305 feet of Willow Place right-of-way.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 19, 2018 at 5:30 p.m. to consider a request by High Point University to abandon the eastern 655

feet of Barbee Avenue right-of-way and to abandon the eastern 305 feet of Willow Place right-of-way.

A motion was made by Mayor Wagner, seconded by Council Member Ewing that this Resolution of Intent be adopted. The motion carried unanimously by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

Resolution No. 1799/18-61

Resolution Book, Volume XX, Page 61

Introduced 10/1/2018; Adopted 10/1/2018

GENERAL BUSINESS AGENDA

2018-396 ElectriCities Board of Directors - Deputy City Manager Randy McCaslin

Council is requested to support and endorse the election of Randy McCaslin to serve on the ElectriCities Board of Directors as a weighted voting member with term ending December 31, 2021.

Mayor Wagner moved to support and endorse the election of Randy McCaslin to serve on the ElectriCities Board of Directors as a weighted voting member with term ending December 31, 2021. Council Member Ewing made a second to the motion, which carried by the following 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-397 Appointment/Reappointment - High Point Housing Authority

Council is requested to confirm the appointment of Dr. N'Tuma Jah to the High Point Housing Authority effective immediately and expiring December 22, 2019. Confirm the reappointments of Matt Witmeyer and Roosevelt Swinnie (Resident Commissioner) effective December 22, 2018 with terms expiring December 22, 2023.

Approved the preceding appointments/reappointments to the High Point Housing Authority.

A motion was made by Mayor Wagner, seconded by Council Member Ewing, that this matter be approved. The motion carried by the following unanimous 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-398 Reappointments - Library Board of Trustees

Council is requested to confirm the following reappointments to the Library Board of Trustees:

Mayor Jay Wagner is recommending the reappointment of David Ruden effective October 31, 2018 with term expiring October 31, 2021; Council Member Don Scarborough is recommending the reappointment of Yvonne Matlosz effective October 31, 2018 with term expiring October 31, 2021; Council Member Jeff Golden is recommending the reappointment of Yvonne Bostic effective immediately with term expiring October 1, 2020; Council Member Peters is recommending the reappointment of Ann Lynch effective October 31, 2018 with term expiring October 31, 2021.

A motion was made by Mayor Wagner, seconded by Council Member Golden, that the preceding reappointments to the Library Board of Trustees be approved. The motion carried by the following unanimous 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

2018-399 Minutes to be Approved

- Finance Committee Meeting; September 13th @ 4:00 p.m.
- HPCC Special Called Meeting; September 17th @ 3:00 p.m.
- Regular Council Meeting; September 17th @ 5:30 p.m.

A motion was made by Council Member Ewing, seconded by Council Member Peters, that the preceding minutes be approved as submitted. The motion carried by the following unanimous 7-0 vote.

Aye (7): Mayor Wagner, Council Member Scarborough, Council Member Golden, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Ewing

Absent (2): Mayor Pro Tem Williams and Council Member Moore

ADJOURNMENT

Prior to adjournment, Mayor Wagner reminded everyone about the following events.

- ✓ Final Progress Party for the Stadium (Thursday, October 4th), and
- ✓ Harvest Fest Event @ the Library Plaza (Friday, October 5th).

There being no further business to come before Council, the meeting was adjourned at 6:51 p.m. upon motion duly made by Council Member Ewing and second by Council Member Hudson.

Respectfully submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.

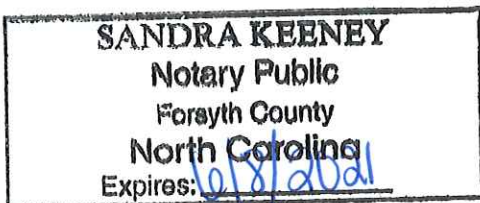


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Sandra Keeney, 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 6th day of November 2018.



Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021

ORDINANCE

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

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

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

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

PROPERTY LOCATION

834 Putnam St.

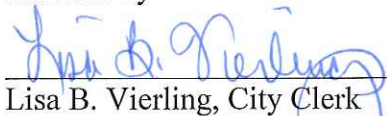
OWNER (S)

Heirs of Winifred K. Holdren
834 Putnam St.
High Point, NC 27262

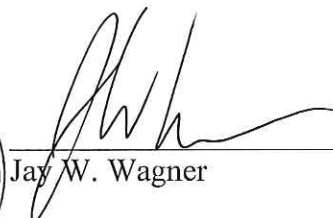
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

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

Adopted by City Council,
This the 5th day of November 2018
Attested by


Lisa B. Vierling, City Clerk




Jay W. Wagner



COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT & PUBLIC SAFETY COMMITTEE

Chaired by Councilman Golden

Committee Members: Golden, Peters, Scarborough, and Williams

October 2, 2018 – 10:00 a.m.

3rd Floor Lobby Conference Room

MINUTES

Present:

Chair Jeff Golden: Committee Members: Monica Peters, Don Scarborough and Christopher Williams

Staff Present:

Randy McCaslin, Deputy City Manager; JoAnne Carlyle, City Attorney; Mike McNair, Community Development Director; Nena Wilson, Community Development Assistant Director; Michelle McNair, Community Resource Manager; Lori Loosemore, Local Codes Enforcement Supervisor; Toni Jackson, Housing Specialist; Meredith Green, Housing Specialist, Fanta Dorley, Human Relations Manager; Eric Olmedo, Budget and Administrative Director; Lisa Vierling, City Clerk and Sandra Keeney, Deputy City Clerk

Others Present:

Jim Bronnert, Citizen Advisory Council
Bruce Davis
Jerry Mingo, Citizen Advisory Council
Judy Stalder, TREBIC

Media: Pat Kimbrough, High Point Enterprise

Chair Golden called the meeting to order at 10:00 a.m.

Regular Agenda

2018-408 **Discussion of Section 108 Loan Application.**

Mike McNair, Community Development Director, advised when the 2018 HUD allocations were released last budget year there was inadequate time to make significant adjustments to the action plan before submitting it to HUD. The City's 2018 CDBG allocation increased by \$105,997 thereby increasing the eligible borrowing capacity. The current eligible borrowing capacity for High Point, based on the 2018 CDBG grant agreement is estimated to be \$996,960. Council previously authorized a loan commitment of HOME program funds in the amount of \$650,000 to Wynnefield Properties to construct Avondale Trace apartments. Given the increase in the City's section 108 borrowing capacity, the City would be able to reprogram the HOME funds committed to the apartments to help address additional affordable housing needs. Staff recommends preparing an application to HUD that would allow the City to utilize section 108 funds in the Avondale Trace development instead of HOME funds. The next step would be to conduct a Public Hearing. He explained what section 108 is, noting that the City is authorized to borrow five times it's entitlement from HUD. The original loan was for \$3.9 million dollars in 2015, and we used that for the Kirkwood, Addington Ridge and Hartley Drive developments. The City would like to apply the increase to Avondale Trace and use the remainder for the next project in April.

By general consensus it was decided to allow Community Development to move forward with the next steps for this project.

2018-409 **Operation InAsMuch Update.**

Sofia Crisp, Executive Director, Housing Consultants Group, explained that Operation InAsMuch is a day of service in the City of High Point in which homes in a neighborhood are identified as needing repairs in which the home owner can not physically or financially do themselves. She shared a video of Operation InAsMuch that was completed in the Washington Street neighborhood in May 2018 noting it was a great success in that 18 homeowners were helped with renovations. She invited the Committee to participate in the upcoming Operation InAsMuch which will be held on October 27th in the Westend neighborhood. She stated she would send the committee information regarding times, and locations of the cook out as well as information regarding volunteering.

2018-411 **Code Enforcement Update.**

Lori Loosemore, Code Enforcement Supervisor, advised last May the City Council passed an ordinance regarding towing junk vehicles on private property. She gave the definition of a Junked Motor Vehicle:

Junked motor vehicle - an abandoned motor vehicle that is also (1) partially dismantled or wrecked; or (2) cannot be self-propelled or moved in the manner in which it was originally intended to move; or (3) is more than five years old and worth less than \$500.00.

She shared photographs of vehicles that would be eligible to tow under the ordinance. She said property owners would be notified by placing a sticker on the vehicle and/or on the front door of the property indicating they are in violation of the ordinance. She said the timeline to start enforcing this ordinance is October 18, 2018 - Advertise for Request for Proposals, November 16, 2018 - Bid Opening and January 1, 2019 begin towing junked vehicles.

Committee Member Monica Peters asked who is responsible for paying the towing fees. Ms. Loosemore stated the City will pay for the towing and storage. If the owner chooses to retrieve the vehicle they would be responsible for paying the towing company's towing and storage charges. Committee Member Peters asked if the owner does not retrieve the vehicle can the City sell it for junk parts. Ms. Loosemore replied in the state statute there are guidelines regarding disposing of the vehicles. In the towing contract the towing company will be responsible for disposing of the vehicle. JoAnne Carlyle, City Attorney, stated this releases the responsibility from staff of the additional paperwork and man power and there would be a clause in the contract stating if there is value beyond the fees, the City would get credit. She stated the Police Department's contracts are coming for renewal; it is the goal to get everyone on the same contract.

Chair Jeff Golden asked if the vehicles meet all the criteria and they have a valid license plate on the vehicle can the City tow it. Ms. Carlyle answered yes. Chair Golden asked if part of the bidding process would include space for storage. Ms. Loosemore replied yes. Chair Golden asked if the towing and storage fees could be placed as liens on property taxes. Ms. Carlyle stated no, there is not a state statute that allows attaching them as liens.

This item was for informational purposes only.

2018-412

Core City Homebuyer Incentive Program Update.

Mike McNair, Community Development Director, stated the Core City Homebuyer Incentive program has been very effective and there has been a lot of interest by the citizens. He noted there has been some reductions in funds regarding the down payment/closing cost assistance which lowered from \$7,500 to \$5,000. Some demographics of the citizens taking advantage of the incentive have an average income of \$45,000 which is at the median and the average age is 39. The objective is to get middle income home buyers to move into the core. He explained the hope is that with having middle income residents moving into the core of the city it would help eliminate food deserts and help the core stabilize. Since inception \$820,000 has been committed or expended for the program. We have put things in place to make things easier on staff, such as having the buyer to make a reservation and have the banks to give us a 30-day lead time to help us manage. He stated one of the things that makes this program unique is there is no income cap, only a price cap.

Chair Golden asked how much is budgeted annually for this. Mr. McNair replied \$200,000.

Committee Member Peters asked how the public is made aware of the program. Mr. McNair replied mostly through the real estate agents, and classes such as homebuyer education classes as well as the Mortgage companies.

2018-413

Consolidated Annual Performance and Evaluation Report. (CAPER)

Nena Wilson, Community Development Assistant Director, gave an overview of the 2017-2018 Consolidated Annual Performance Evaluation Report (CAPER). She stated the CAPER highlights accomplishments that have been made over the past physical year. It serves as a report card for the City of High Point's Community Development and Housing Program. This report evaluates activities for the past fiscal year that were funded by federal grants such as:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership Program (HOME)
- Neighborhood Stabilization Program (NSP)
- HUD Section 108 Program
- Volunteer Income Tax Assistance (VITA)

She explained 60% of the Community Development funds are federal funds, 24% of funds come from the local General Fund and then State funding is about 15%. She highlighted the one-year strategic plan noting success in the Emergency & Urgent Repair program which includes Operation InAsMuch as well as construction training partnership which was able to assist 65 households. CHDO completed 6 units, and the Homeowners down payment assistance program was projected to assist 50 households but 53 households were served. She stated the VITA program has been extremely successful in that it was projected to assist with 575 tax returns and 884 tax returns were completed which equals to \$1,052,332 dollars in Federal Refunds that came back to High Points economy.

She shared photographs that highlighted the Southside Bridge Dedication, Kirkwood Crossing Ribbon Cutting and Burns Hill Youth Summit. Some other Public Service programs are the Hayden Harman Urban Farm Microenterprise Development Project, The Arc Dental exam, help with neighborhood associations such as the West End Neighborhood and provided a Lender Certification Workshop. She gave an overview of funding distribution noting the largest portion goes to affordable housing such as Section 108 Loan Program, Homebuyer Assistance Program etc. She noted that in the Budget Summary those are numbers that were approved in the action plan not funds that may have been transferred through out the year.

She stated there is a Fair Housing Action Plan that was developed from analysis of needs and one of the things that were identified in that plan is that High Point has several areas of racially concentrated poverty. She reviewed the 2017-2018 CAPER schedule which included September 7-21 public review & comment period and the CAPER was submitted to HUD on September 28th.

2018-415 **Reallocation of 2018-19 Public Service Grant Funds.**

Chair Jeff Golden stated there is another Agenda Item that needs to be added regarding Reallocation of 2018-19 Public Service Grant Funds.

Mike McNair, Community Development Director, stated that the Citizens Advisory Council (CAC) voted Thursday night to allocate some funds to the Macedonia Family Resource Center (\$6,300) and the Housing Authority - FSS Training (\$2,650) which were funds that had not been previously allocated. In addition to that, one of the recipients of the Public Grant Funds could not establish that their activity was eligible, in that the data they provided could not substantiate that they were compliant with the requirements. Essentially that put them in a breach of contract and a decision was made not to issue another contract. As contract administrators the CAC can identify if an entity is not compliant and in good standing, but re-allocating funds would need Council approval. It is recommended to reallocate \$7,800 that was allocated to the M.I.N.D Group to reallocate it to the Housing Authority - Youth Finance Literacy Project in the amount of \$3,650.00, \$2,150 to the Housing Authority - Youth Agriculture Project and \$2,000 to Carl Chavis YMCA.

Committee Member Peters asked what activities the M.I.N.D group provide. Michelle McNair, Community Resource Manager, stated they provide some sports and mentoring. Committee Member Peters asked where they are located. Ms. McNair stated various locations but normally they utilize the recreation centers and are generally located in low to moderate income areas. Committee Member Peters asked in what way were they not compliant. Mr. McNair stated in this particular project they had to identify who participated in the activities as well as provide records of household incomes. They provided us with a summary, however, there was no back up. They have been asked several times to provide different items to help establish them as compliant and they have failed to do so.

Chair Golden stated by general consensus of the Committee to recommend this item to Council with a favourable recommendation.

ADJOURNMENT

There being no further business to be discussed, the meeting adjourned at 10:53 a.m.

Respectively submitted,

Sandra Keeney, Deputy City Clerk

Jeffrey Golden, Chairman

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 23, 2018 and before the City Council of the City of High Point on November 5, 2018 regarding **Zoning Map Amendment Case 18-15 (ZA-18-15)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 14, 2018, for the Planning and Zoning Commission public hearing and on October 24, 2018 and October 31, 2018, 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 5, 2018**.

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: **Agricultural/Rural (AGR) District**. The property is approximately 61.1 acres and lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River. The site is also known as Guilford County Tax Parcels Tax Parcels 0169205 and 0169210.

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.

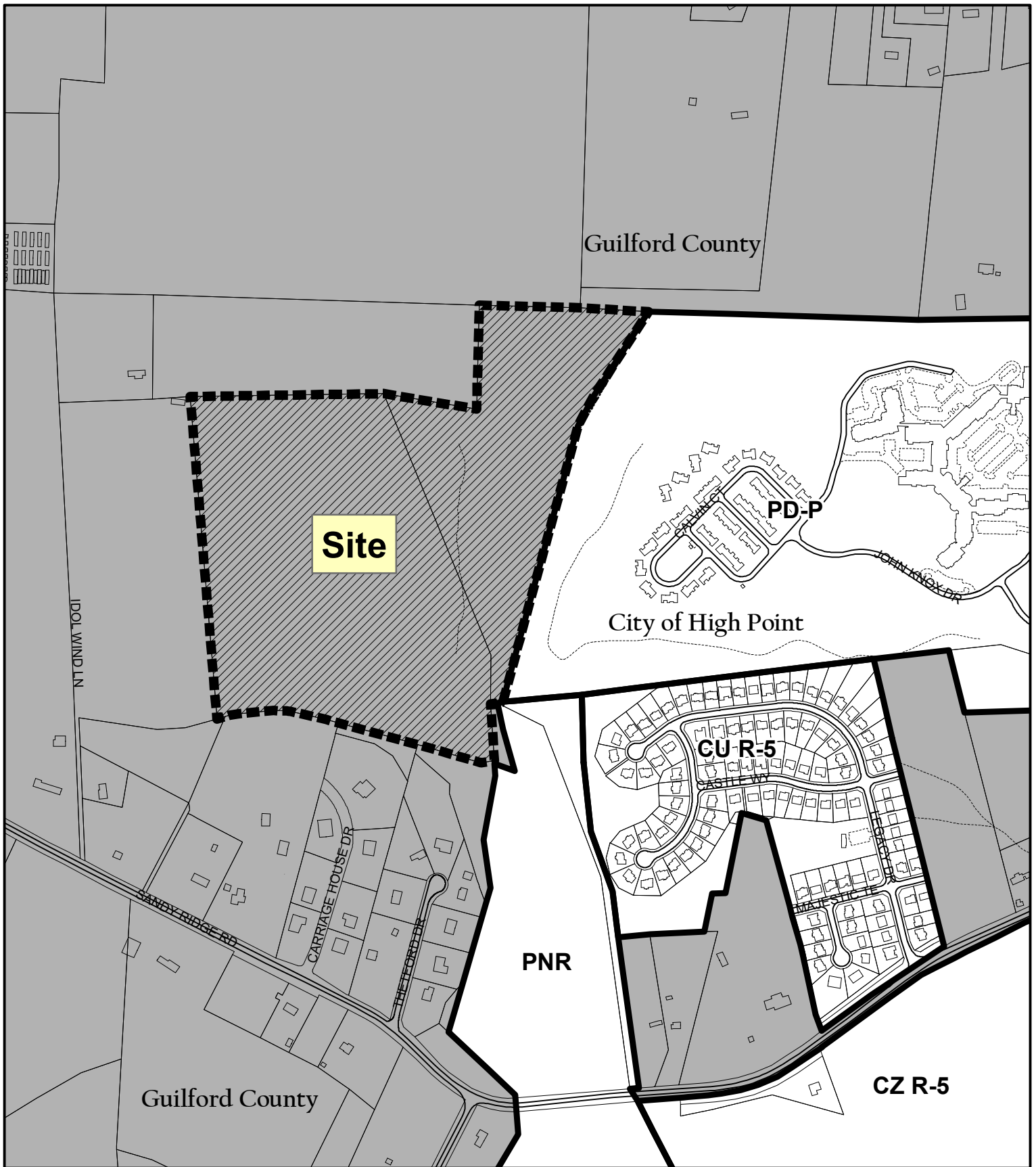
SECTION 3

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.
5th day of November, 2018.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-18-15

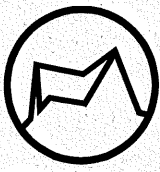
From: Guilford County Agricultural (AG)
To: Agricultural/Rural (AGR) District

Existing Zoning Boundary
Subject Property Boundary

Planning & Development
Department
City of High Point



Scale: 1"=600'
G:\Planning\Secure\BAC\ZMA\2018\MXD\sz18-15



Town of
KERNERSVILLE
NORTH CAROLINA

Dawn H. Morgan, Mayor
Curtis L. Swisher, Town Manager

P.O. Box 728
Kernersville, NC 27285-0728

134 East Mountain Street
Telephone: (336) 996-3121
Fax: (336) 996-4822

October 1, 2018

Mayor Jay W. Wagner
City of High Point
211 S Hamilton Street
High Point, NC 27260

RE: City of High Point request to waive 60-day Annexation Notice Requirement

Dear Mayor Wagner:

Kernersville and High Point have a long history of working together to encourage economic development in our communities that benefit the citizens.

It is my honor to help further the goals of this proposed development in your community, and as Mayor of Kernersville, and on behalf of the Town of Kernersville, this letter is a written confirmation that the Town of Kernersville is waiving the 60-day annexation notice for the City of High Point Annexation Case 18-05 that was submitted to the City of High Point, by the Presbyterian Homes, Inc.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Mayor Dawn Morgan

ALDERMEN

Bruce Boyer - Kenny Crews - Jenny Fulton - Joe L. Pinnix Jr. - Chris Thompson



CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 18-14
(O'Reilly Automotive Stores, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 24 & 31, 2018

Advertised By: Planning & Development

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

PURPOSE:

A request by O'Reilly Automotive Stores, Inc. to rezone approximately 1.7 acres from the General Business (GB) District and the Residential Multifamily – 16 (RM-16) District to a Conditional Zoning General Business (CZ-GB) District. The site is lying along the west side of S. Main Street, approximately 145 feet south of W. Springfield Road.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On September 25, 2018, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 18-14. The Planning & Zoning Commission recommended **approval** of this request, as outlined in the staff report and recommended by staff, by a vote of 8-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

O'Reilly Automotive Stores, Inc.

Zoning Map Amendment 18-14

At its September 25, 2018 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 1.7 acres to a Conditional Zoning General Business (CZ-GB) District. All members of the Commission were present except for Mr. Andrew Putnam. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speakers on the request:

Speaking in favor of the request was the applicant's representative, Mr. Paul Engel, P.E., Anderson Engineering, 2045 W. Woodland Street, Springfield, MO. Mr. Engel said he agrees with the conditions that were presented by staff and made himself available to answer questions.

Speaking in opposition was Mr. Wayne Quigley, 2428 Dane Street, High Point. He was pleased to hear there will be no access to Dane Street as there is already problems with the local Domino's Pizza delivery drivers using Dane Street as a cut through and speeding on this narrow street. He does not want commercial truck traffic added to this problem. He also expressed concerns as to property values, he stated the area is becoming overly commercialized, which seems to have a negative impact on property values. Mr. Quigley explained that he's owned two rental properties on Dane Street and the property values have decreased while the property taxes have gone up. This has kept him from being able to increase rental rates.

Finally, the Commission asked the Transportation Department if land needs to be dedicated by the applicant for future road improvement along Dane Street. Mr. Greg Venable, Transportation Planning Administrator, stated right-of-way dedication is not required as there are no plans to widen Dane Street.

Planning & Zoning Commission Action

Consistency & Reasonableness Statements

The Commission stated that the request is consistent with adopted policy guidance because the requested CZ-GB District is consistent with the Local/Convenience Commercial designation and is located within a portion of this corridor already established with similar commercial zoning. Furthermore, it is reasonable and would be in the public interest because the site fronts along an established commercial corridor and conditions offered by the applicant will ensure development activity will be oriented toward S. Main Street.

The Planning & Zoning Commission **adopted these statements** by a vote of 8-0.

Zoning Map Amendment

The Commission recommended **approval** of Zoning Map Amendment 18-14, as recommended by staff, by a vote of 8-0.

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

**STAFF REPORT
ZONING MAP AMENDMENT 18-14
September 25, 2018**

Request	
Applicant: O'Reilly Automotive Stores, Inc.	Owners: Tony Hill, Sara Hill, Deborah James, and Hill & Gordon Rentals
Zoning Proposal: To rezone approximately 1.7 acres	From: RM-16 Residential Multifamily – 16 District
	To: CZ-GB Conditional Zoning General Business District

Site Information	
Location:	Lying along the west side of S. Main Street, approximately 135 feet south of W. Springfield Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0179458, 0179459, 0179460, 0179474, 0179475 & 0179476.
Site Acreage:	Approximately 1.7 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has been previously graded and has no noteworthy features.
Water and Sewer Proximity:	A 6-inch and a 12-inch City water line along with an 8-inch City sewer line lies adjacent to the site along S. Main Street and Dane Street.
General Drainage and Watershed:	The site drains in a general northerly direction and development is subject to the Randleman Lake General Watershed Area (GWA) and the Randleman Lake Credit Area requirements of the Development Ordinance. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 12% or more of the site.
Overlay District:	Randleman Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	GB RM-16	General Business District Residential Multifamily – 16 District	Medical office and single family dwelling
South:	GB RM-16	General Business District Residential Multifamily – 16 District	Pawn shop and single family dwelling
East:	GB	General Business District	Restaurant, hair salon and automotive repair facility
West:	RM-16	Residential Multifamily – 16 District	Single family dwellings and an undeveloped parcel

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	This request is neither consistent or inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Local/Convenience Commercial land use classification. This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan:	None
Zoning History:	There has been no recent zoning activity in this area.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	S. Main Street		Major Thoroughfare	223 ft.
	Dane Street		Local Street	200 ft.
Vehicular Access:	Access shall only be from S. Main Street.			
Traffic Counts: (Average Daily Trips)	S. Main Street		23,000ADT (NCDOT 2015 traffic count)	
	Dane Street		No available count	
Estimated Trip Generation:	None available			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u>	<u>No</u> X	Not applicable	
Conditions:	The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.			
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

This is a request to rezone six parcels along the S. Main Street commercial corridor, totaling approximately 1.7 acres, to facilitate the construction of a moderate sized commercial development. Three of the parcels front S. Main Street and are currently zoned GB District, which permits a wide range of general retail, business, and service uses. The remaining parcels lie to the rear of these frontage lots and have a residential zoning of RM-16 District. The applicant desires to develop an approximately 12,200 square foot retail/warehouse distribution use along this commercial corridor. The S. Main Street fronting lots do not have sufficient depth; therefore, the applicant has submitted this zoning map amendment application to rezone these six parcels to the CZ-GB District to create a usable size commercial site. Included with this request is a conditional zoning ordinance in which the applicant has offered conditions pertaining to lot combination and vehicular access.

Staff Analysis

Section 2.4.5.(C) of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. 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:

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

<u>Factor #1</u>	Result in a development that is compatible with surrounding development character and land uses;
	This request is consistent with the city's adopted policy guidance in that the Land Use Map designates this area for Local/Convenience Commercial uses and the request is proposing to use undeveloped land in a commercial area.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	❖ To minimize impact to adjacent residential uses on Dane Street, the applicant has offered a condition to require all lots associated with this request be combined to form one lot prior to development and to prohibit access to Dane Street. This ensures commercial development is oriented towards the S. Main Street commercial corridor and that accessory commercial activities do not adversely impact adjacent residential uses to the rear of the site. ❖ The Development Ordinance requires the installation of a Type B perimeter landscape yard where a retail commercial use abuts parcels developed with a single family dwelling. This landscape yard must have an average width of 25 feet and planted with at least 10 trees and 25 shrubs every 100 linear feet.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	The site is within the Randleman Lake General Watershed Area, and as such, development is required to meet the watershed standards of the Development Ordinance.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;
	❖ As conditioned, traffic from the site will use S. Main Street, which is designed for higher traffic loads. ❖ The site can be adequately served by City of High Point utilities and municipal services.

<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent lands.
	To the rear of the site is the Dane Street right-of-way and a residential neighborhood. Dane Street is a substandard right-of-way in that it is only 30 feet wide with an approximate 17-foot wide paved street. Conditions offered pertaining to lot combination and access will: a) Prevent the zoning site from being developed in a manner that will allow commercial development to use Dane Street as a primary or secondary access point; and b) Prevent accessory commercial traffic (delivery vehicles and trash pickup vehicles, etc.) from using this this substandard street and adversely impacting residential properties along this street.

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.

There have been no significant changes in this area.

Development Patterns:

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

The Land Use Map classifies this portion of S. Main Street as Local/Convenience Commercial, which supports moderate-intensity convenience retail or service uses. As development activity continues along the S. Main Street corridor, staff anticipates there will be other proposals to combine underutilized smaller parcels to create larger usable commercial sites. The combining of these smaller parcels and orienting commercial activities towards the S. Main Street corridor supports a preferred development pattern.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance;

The requested CZ-GB District is consistent with the Local/Convenience Commercial designation and is located within a portion of this corridor already established with similar commercial zoning.

Reasonableness/Public Interest:

Whether an approval of the Conditional Zoning District is reasonable and in the public interest.

The site fronts along an establish commercial corridor and conditions offered by the applicant will ensure development activity will be oriented towards S. Main Street.

Recommendation

Staff Recommends Approval

The Planning & Development Department recommends approval of the request to rezone this 1.7-acre area to the CZ-GB 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 G. Lee Burnette AICP, Director.

LOCATION MAP

ZONING MAP AMENDMENT ZA-18-14

Applicant: O'Reilly Automotive Stores, Inc. □

Vicinity Map

High Point

Scale: 1"=3000'

G:/Planning/Secure/BAC/ZMA/
2018/MXD/za18-14-Present-L

City of High Point

Guilford County

Randolph County

City of Archdale

Site

N MAIN ST

BRENTWOOD ST

BUSINESS I-85

I-74

BAKER RD

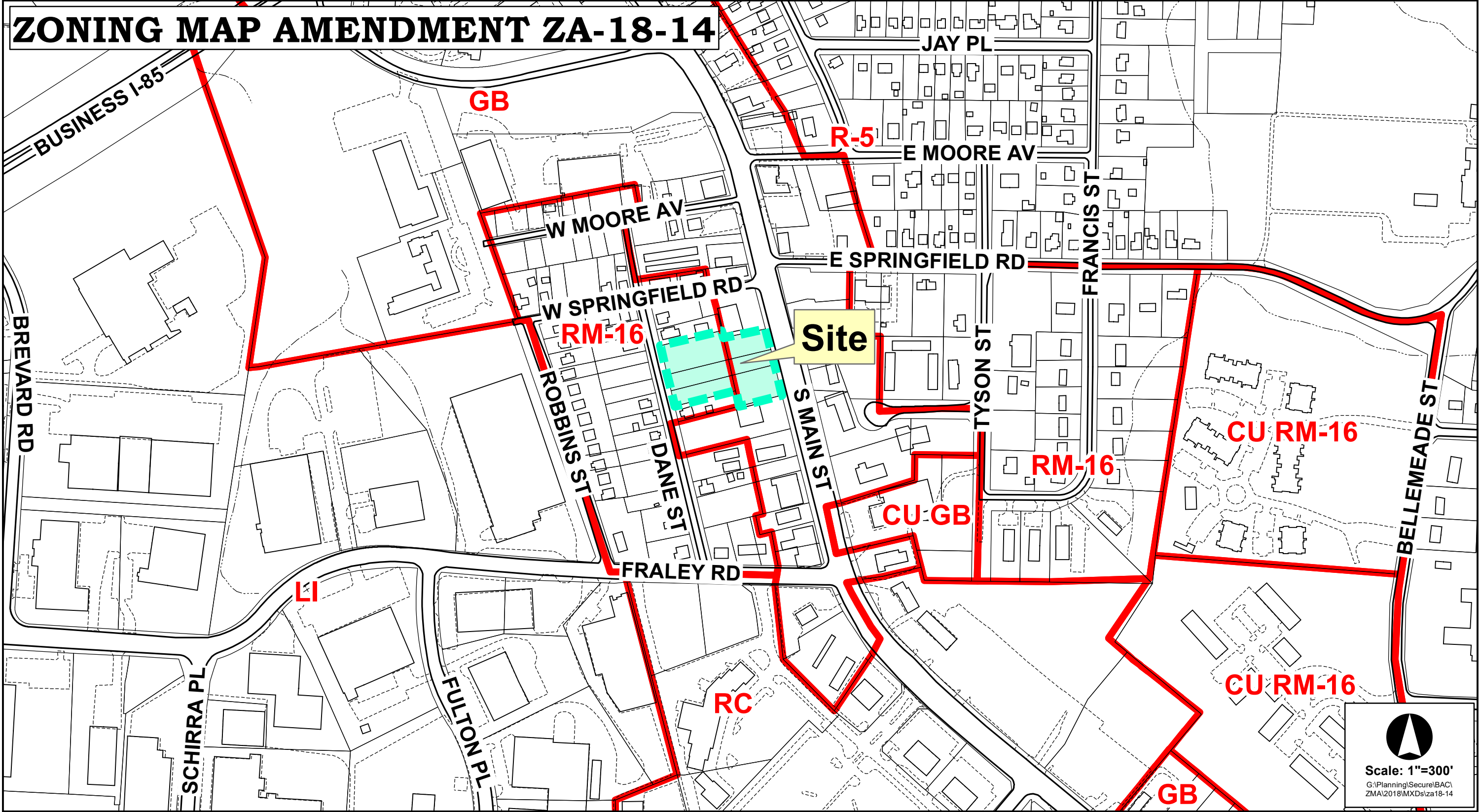
S MAIN ST

E FAIRFIELD RD

NC 62

I-85

ZONING MAP AMENDMENT ZA-18-14



ZONING MAP AMENDMENT ZA-18-14

Local/Convenience Commercial

Institutional

Institutional

Low-Density Residential

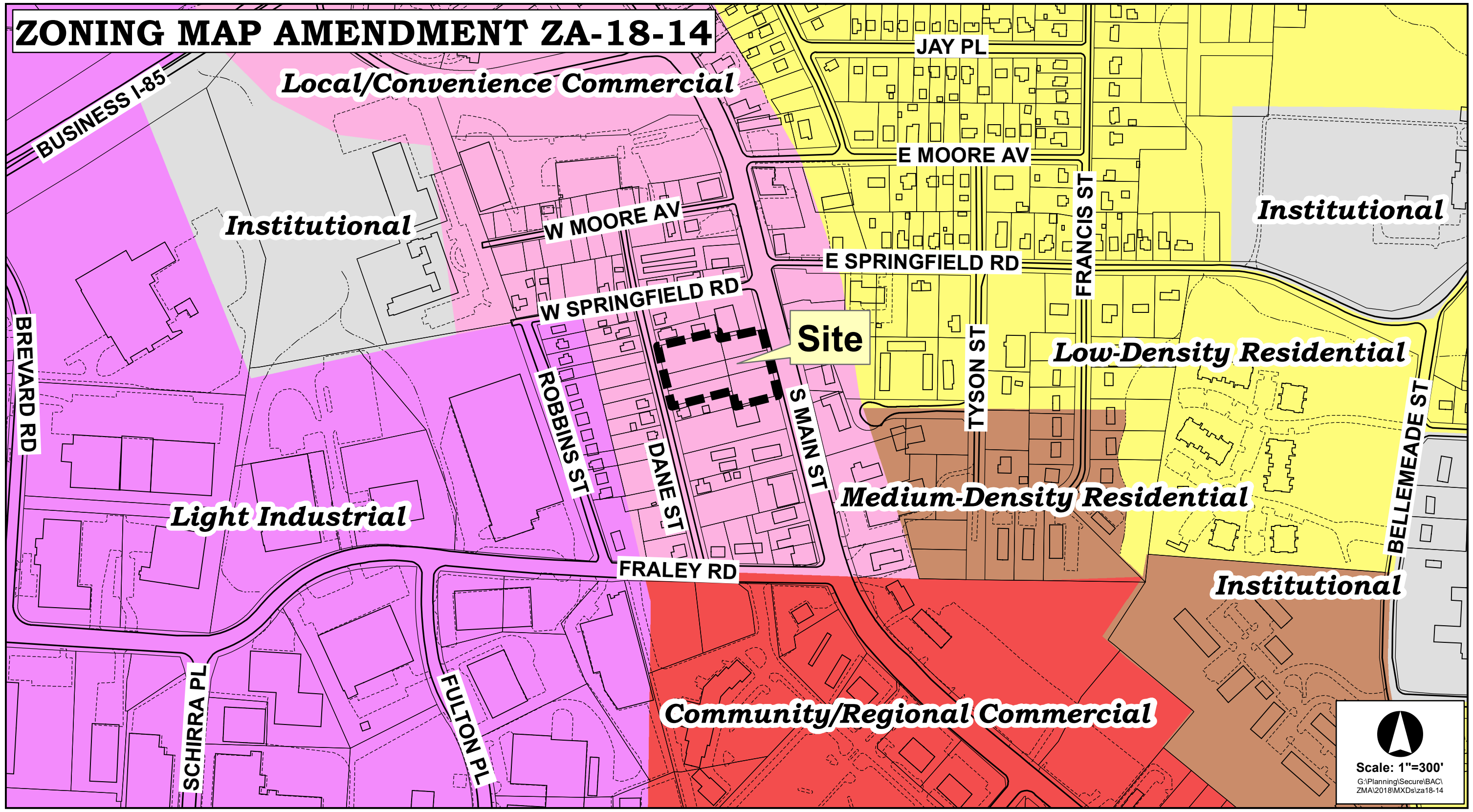
Medium-Density Residential

Institutional

Community/Regional Commercial

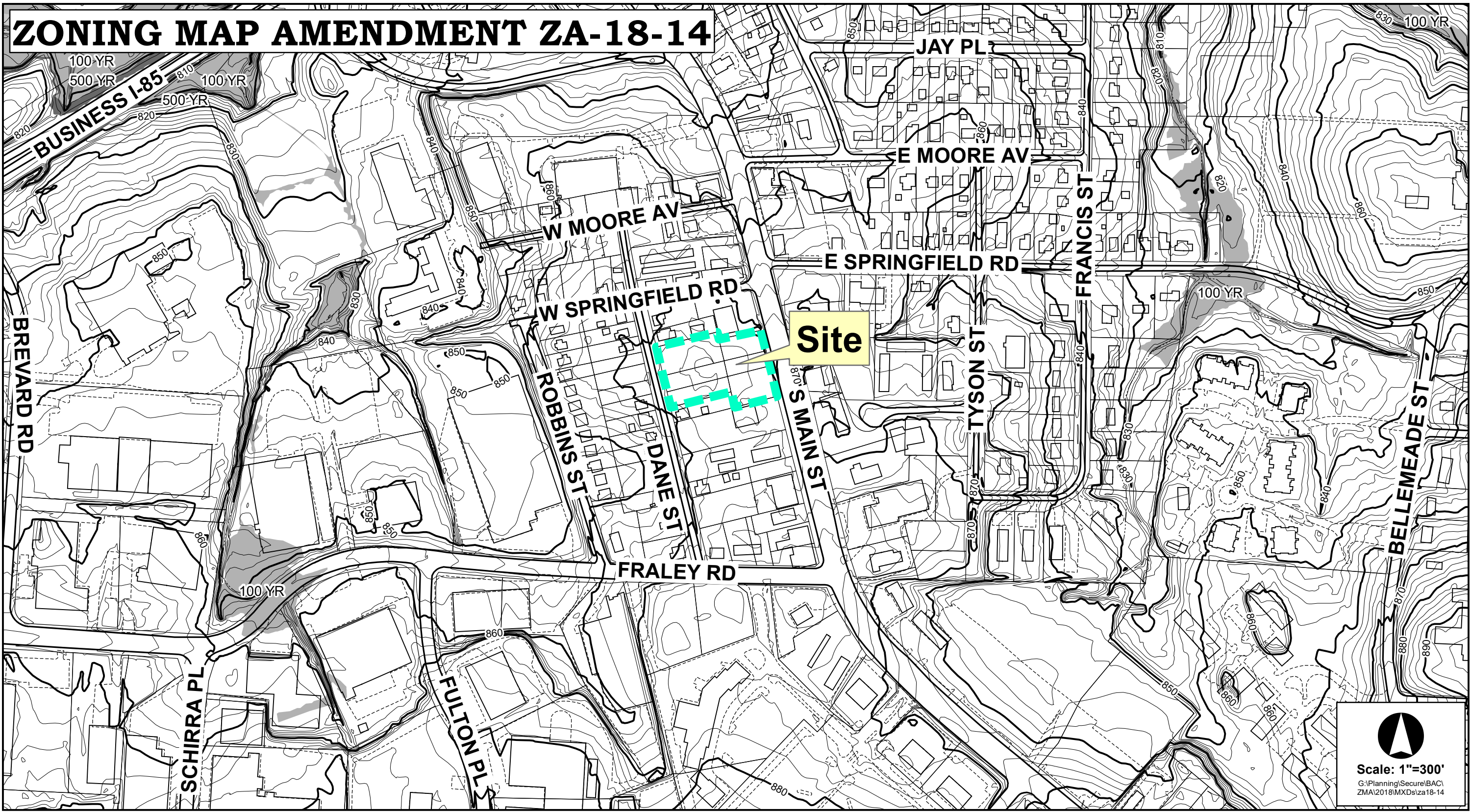
Light Industrial

Site



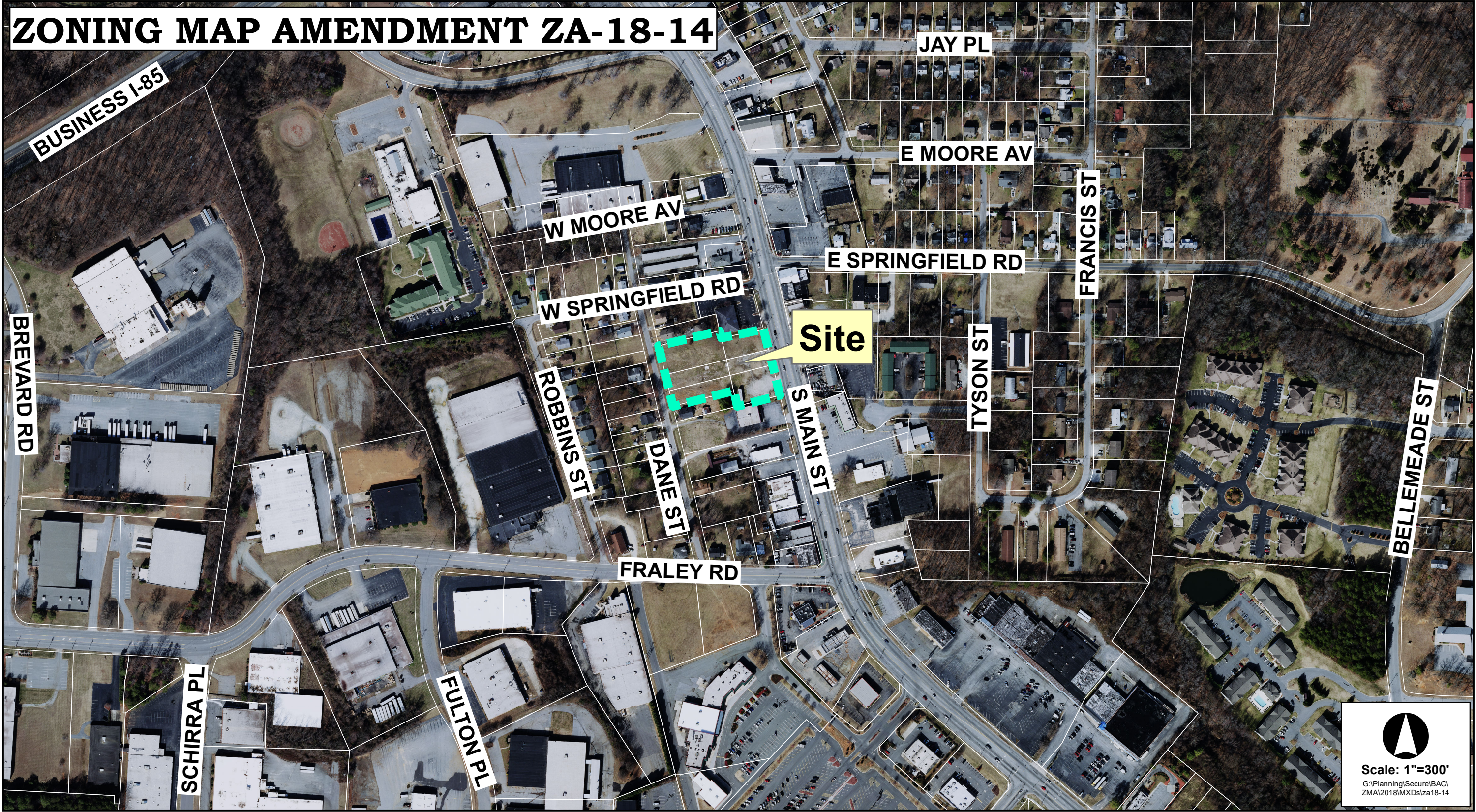
Scale: 1"=300'
G:\Planning\Secure\BAC\ZMA\2018\MXDs\za18-14

ZONING MAP AMENDMENT ZA-18-14




Scale: 1"=300'
G:\Planning\Secure\BAC\
ZMA\2018\MXDs\za18-14

ZONING MAP AMENDMENT ZA-18-14




Scale: 1"=300'
G:\Planning\Secure\BAC\
ZMA2018\MXDs\za18-14

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 25, 2018 and before the City Council of the City of High Point on November 5, 2018 regarding **Zoning Map Amendment Case 18-14 (ZA-18-14)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 16, 2018, for the Planning and Zoning Commission public hearing and on October 24, 2018 and October 31, 2018, 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 5, 2018**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning General Business (CZ-GB) District**. The property is approximately 1.79 acres lying along the west side of S. Main Street, approximately 135 feet south of W. Springfield Road. The property is also known as Guilford County Tax Parcels 0179458, 0179459, 0179460, 0179474, 0179475 & 0179476.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. **USES:** Any uses allowed in the General Business (GB) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. **CONDITIONS:**

A. **Lot Combination:** All parcels within the rezoning site shall be combined into one (1) lot prior to any new development.

B. **Transportation:**

1. **Access:** No vehicular access shall be permitted to Dane Street.

2. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

17th day of November, 2018.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report

Zoning Map Amendment 18-14

Submitted by: Paul Engel, PE; Anderson Engineering
Anderson Engineering, Inc; Civil Engineer Representative
for O'Reilly Auto Parts

August 28, 2018

TO: Planning & Development Office, High Point, NC
FROM: Paul Engel, Anderson Engineering, Inc; Civil Engineer Representative for O'Reilly Auto Parts
for proposed new store at 2142 Main St, High Point, NC – Conditional Rezoning

RE: Citizen's Information Meeting Reports

Anderson Engineering, Inc conducted two (2) Citizen Information Phone Meetings in support of our application for a Conditional Rezoning on Wednesday, August 15th, from 5:00 PM to 7:00 PM (Eastern time zone) and on Thursday, August 16th, from Noon to 2:00 PM (Eastern time zone). Letters were mailed to 42 citizens on August 3rd, 2018 informing them of the two (2) meeting options. Only 2 people attended the meetings with 1 person calling directly prior to the scheduled meetings. Paul Engel with Anderson Engineering, Inc attended the meetings on behalf of O'Reilly Auto Parts.

A copy of the City of High Point Citizen Information Meetings information sheet, the meeting attendance information, the Development Proposal, and a proposed site plan with a map indicating the location of the proposed Conditional Rezoning were sent to all Citizens and they were invited to provide comments.

August 13, 2018 1:50 PM (E) Phone call from Dwain Grady (2403 Dane St, High Point, NC)
Mr. Grady is not opposed to the rezoning. He reported that he's only calling because his wife wanted him to see what was going on so she made him call. Mr. Grady asked the following questions.

Question #1: Is O'Reilly Auto Parts willing to subdivided and sell the offset sliver of property at the NW corner of their proposed property to him?

Response #1: No. If O'Reilly Auto subdivided that portion then they would not have enough lot area remaining for their proposed development and would not be able meet the City 25' landscape buffer area. O'Reilly Auto will comply with the current City of High Point, NC buffer requirements which will provide a generous amount of landscaping and buffering next to his property. He acknowledged this and expressed that this sounded good.

Question #2: Can the new fence (part of the required buffer yard) be moved closer to the O'Reilly building so that it looks like he has more property than he owns?

Response #2: It is our understanding that the intent of the privacy fence is to screen the neighboring property from the new property so moving it closer to the new building would defeat this. We have concerns that an offset fence would also introduce maintenance and security issues for the lawn area outside of the new privacy fence since it would be blocked from the O'Reilly Auto Parts site. Mr. Grady acknowledged this response.

August 15, 2018 5 PM – 7 PM (E) Scheduled & notified Community Conference call

5:03 PM (E) Phone call from Dean Kenny (2400 S Main St, High Point, NC)

Mr. Kenny is not opposed to the rezoning and asked the following questions.

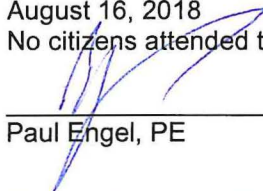
Question #1: What will be the distance between the proposed O'Reilly Auto building and Mr. Kenny's existing building?

Response #1: The current survey shows Mr. Kenny's building at 16' from the property line and the proposed O'Reilly Auto building will be at the required 10' offset for a total of 26'.

Question #2: Can O'Reilly Auto move the building further south?

Response #2: No. The building is fixed at this location due to the required driveway location by NCDOT and the delivery access for the store & per the required southern landscape buffer yard. This location complies with the City of High Point Building Setback Lines.

August 16, 2018 Noon – 2 PM (E) Scheduled & notified Community Conference call
No citizens attended this meeting.


Paul Engel, PE



August 03, 2018

TO: Owners of property near vacant properties at ~2412 S Main St, High Point, NC
RE: Citizens Information Meeting for proposed conditional rezoning.

PROPERTIES BEING REZONED:

2406 S MAIN ST, HIGH POINT, NC (PARCEL ID: 0179476)
2408 S MAIN ST, HIGH POINT, NC (PARCEL ID: 0179475)
2412 S MAIN ST, HIGH POINT, NC (PARCEL ID: 0179474)
2407 DANE ST, HIGH POINT, NC (PARCEL ID: 0179458)
2409 DANE ST, HIGH POINT, NC (PARCEL ID: 0179459)
2411 DANE ST, HIGH POINT, NC (PARCEL ID: 0179460)

This letter is to inform you about an upcoming conditional rezoning application for properties that are within 300 feet of your property in High Point, NC per the City rezoning requirements. Refer to the enclosed City of High Point Citizen Information Meetings flyer for further details why you are receiving this notice.

Scheduled conference call times to share your comments and questions:

Conference call-in #1: Wednesday, August 15, 2018 5:00 PM – 7:00 PM (Eastern Timezone)
Phone#: 417-893-6630, ID: 2678#, Password: 981# (# is to be input after ID & Password)

Conference call-in #2: Thursday, August 16, 2018 12:00 PM – 2:00 PM (Eastern Timezone)
Phone#: 417-893-6630, ID: 1799#, Password: 101# (# is to be input after ID & Password)

- A. Description of the Proposed Development (Development Proposal):
New O'Reilly Auto Parts retail store. Refer to the attached Preliminary Site Plan. The project area consists of 6 separate parcels (3 commercial zoning along S Main St & 3 residential zoning along Dane St) that will be rezoned Conditional Zoning – General Business & combined into 1 lot.
- B. Information provided by the Department of Planning & Development:
1. Purpose of citizen information meeting: Refer to Citizen Information Meeting Flyer.
 2. Development Review Procedure: Applicant hold Citizen Information Meeting, Citizens provide input, Applicant reports input to City Planning Staff, Applicant attends Planning Commission Hearing (09/25/2018), if recommended for approval, Applicant attends City Council Meeting (11/05/2018).
 3. Potential for Changes: The development proposal is subject to change based upon community and City Staff input compliant with City of High Point Ordinances.
 4. Sources of further information about the development review process:
www.buildhighpoint.com.
 5. Additional Information: None; however, you are welcome to contact us with questions.

Thank you for your time and please contact me with any questions.

Paul Engel, PE
Vice-President / Project Engineer
mo Anderson Engineering, Inc.
2045 West Woodland St, Springfield, MO 65807
Email: pengel@andersonengineeringinc.com
Phone: 417-866-2741

AndersonEngineeringInc.com

2045 W. Woodland, Springfield, Missouri 65807 • Phone: 417.866.2741 • E-mail: info@andersonengineeringinc.com

CIVIL ENGINEERING • SURVEYING • STRUCTURAL • GIS • MUNICIPAL • GEOTECHNICAL/DRILLING • MATERIALS TESTING

List of surrounding property owners

BRYDEN PARTNERS LLC
2706 BARTRAM PL
WINSTON SALEM NC 27106

BUHRMAN LLC
P O BOX 5965
HIGH POINT NC 27262

BUI, LUA T
2402 DANE ST
HIGH POINT NC 27263

CARON, ANTOINETTE ; CARON, KEITH
6707 BANKS RD
MEBANE NC 27302

CHILDRESS, DAVID W
2438 BRENTWOOD ST
HIGH POINT NC 27263

CHILDRESS, DAVID W
2438 BRENTWOOD ST
HIGH POINT NC 27263

CITY OF HIGH POINT
P O BOX 230
HIGH POINT NC 27262

COX, JOANN L
7015 STAR FLOWER DR
ARCHDALE NC 27263

CROUSE, JAMES FRANCIS SR ; CROUSE,
SHIRLENE E
3574 UPPER KING RD
DOVER DE 19904

DAVIS MEDURI FAMILY LIVING TRUST ; DAVIS,
SHIRLEY S ESTATE
330 ORTEGA ST
SAN FRANCISCO CA 94122

GRADY INVESTMENT PROPERTIES LLC
P O BOX 1122
HIGH POINT NC 27261

GRIMES, JAMES MICHAEL
2420 DANE ST
HIGH POINT NC 27263

HILL, R TONY ; HILL, SARA C
PO BOX 2603
HIGH POINT NC 27263

HILL, TONY R ; HILL, SARA C ; JAMES, DEBORAH ;
HILL & GORDON RENTALS
1137 GATEHOUSE RD
HIGH POINT NC 27262

HOLCOL LLC
PO BOX 3002
THOMASVILLE NC 27361

HOWARD, KENNETH J
PO BOX 5733
HIGH POINT NC 27262

HUGHES, TOMMIE JEAN ELLIN
2500 S MAIN ST
HIGH POINT NC 27263

IGLESIA DE DIOS MANANTIALES DE AGUA VIVA ;
IGLESIA DE DIOS PENTACOSTAL LA NUEVA
JERSUALEM
210 FRALEY RD
HIGH POINT NC 27263

JENNINGS, SPENCER DANIEL ; JENNINGS, DOLLY
FAY ; JENNINGS, WESLEY DALE
2000 N MAIN ST
HIGH POINT NC 27262

JOHNSON, WRINNIE P
107 W SPRINGFIELD RD
HIGH POINT NC 27263

JONES, BRENDA KAY
155 LAGRANGE CT
FAYETTEVILLE GA 30214

KALIVOTIS, SOTIRIOS I ; KALIVOTIS, PENELOPE N
4912 KNOB VIEW CT
WINSTON SALEM NC 27104

KENNEY, DEAN R JR
2400 S MAIN ST
HIGH POINT NC 27263

KHAN, GHULAM GILANI ; KOUSAR, SHAHEEN
110 MITCHELL STREET
ARCHDALE NC 27263

KHAN, SUMAKA ; YAHYA, MUHAMMAD
2418 DANE ST
HIGH POINT NC 27263

KLEMME INVESTMENTS LLC
2905 SWAN LAKE DR
HIGH POINT NC 27262

L & R PROPERTIES LLC
2315 S MAIN ST
HIGH POINT NC 27263

LAMBERT, CHARLES F ; LAMBERT, ALICE S
3383 GIANT OAKS DR
SOPHIA NC 27350

LAND, HAZEL P
18 SHADES CREST DR
BIRMINGHAM AL 35226

MASON, RONALD M SR
2075 THOMAS RD
LEXINGTON NC 27292

MORGAN, JAMES F ; MORGAN, ANN T
416 HILLCREST DR
HIGH POINT NC 27262

MOSQUEDA, J SALVADOR
2416 DANE ST
HIGH POINT NC 27263

NGUYEN, TRUC VAN
202 W SPRINGFIELD RD
HIGH POINT NC 27263

QUIGLEY, SIDNEY WAYNE SR ; QUIGLEY, JOAN B
PO BOX 1165
HIGH POINT NC 27261

RAY-MAIN ST LLC
1401 NORWALK ST
GREENSBORO NC 27407

SINK, E MAX
6108 RIVERDALE DR
HIGH POINT NC 27263

STEELMAN INVESTMENTS LLC
2418 S MAIN ST
HIGH POINT NC 27263

STRICKLAND BROTHERS LLC
2350 MEMORIAL INDUSTRIAL SCHOOL RD
RURAL HALL NC 27045

STYRON, MARY ALLENE
2424 DANE ST
HIGH POINT NC 27263

TODD, SHARRON KAY ; TODD, WILSON TODD
2407 ROBBINS ST
HIGH POINT NC 27263

WALKER, ROSA MAE
200 W SPRINGFIELD RD
HIGH POINT NC 27263

WILLIARD INVESTMENT LLC
449 S WRENN ST
HIGH POINT NC 27260



FINANCE COMMITTEE

Chaired by Council Member Moore

Members: Moore, Hudson, Ewing, and Jones

September 27, 2018 – 4:00 P.M.

Third Floor Lobby Conference Room

MINUTES

Present: Chair Britt Moore, Committee Members: Wesley Hudson, Victor Jones and Jason Ewing

Staff: Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Jeff Moore, Financial Services Director; Gary Smith, Director of Fleet Services; Chris Blackwell, Fleet IS Specialist; Lee Tillery, Director of Parks and Recreation; Terry Houk, Public Services Director; Robby Stone, Assistant Public Services Director; Derrick Boone, Assistant Public Services Director; Matt Carpenter, Traffic Signal Engineer; Gary Edwards, Electric Utilities Director; Keith Pugh, Engineering Services Director; Kim Thor, Right-of-Way Coordinator; Angela Wynes, Transit Manager; Eric Olmedo, Budget & Administrative Director; Laura Altizer, Senior Budget Analyst; Lisa Vierling, City Clerk; and Sandra Keeney, Deputy City Clerk

Others: Barry Kitley, Director of Special Projects, High Point University

Media: Pat Kimbrough, High Point Enterprise

Chairman Britt Moore called the meeting to order at 4:00 p.m.

2018-367 Contract - Purchase of Equipment - Electric Bucket Truck

Council is requested to approve a contract with Altec to purchase a new International truck with an Altec AA-55 body in the amount of \$207,784.00 and declare the old truck as surplus and disposing through the online auction process.

Chris Blackwell, Fleet IS Specialist, advised the Electric Department has a 2010 Ford F750 with a Terex bucket in need of replacement due to increasing maintenance costs. Using the Sourcewell (former NJPA) Contract 012418-ALT an International truck with

Altec Model AA55 body is being recommended as well as a request to surplus and dispose of the old truck through the online auction process.

Chair Moore asked about the current inventory of these trucks. Mr. Blackwell stated there are 5 trucks total.

Council Member Ewing asked if this was the same truck that was purchased last month. Mr. Blackwell replied yes, this truck is very similar.

Chair Moore asked if this type truck could be utilized to help with disasters. Mr. Blackwell replied yes.

Council Member Ewing questioned why this truck is \$7,000 more than the one last month. Mr. Blackwell replied each one of these trucks are customized to meet specific needs.

A motion was made by Council Member Ewing, seconded by Council Member Jones, that this matter be recommended to the City Council for approval and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-368 Contract - Purchase of Equipment - Signal Bucket Trucks

Council is requested to approve a contract with Terex to purchase two (2) new Ford F550 trucks with a Terex LTM40 body in the amount of \$306,224.00 and declare the old trucks as surplus and disposing through the online auction process.

Chris Blackwell, Fleet IS Specialist, advised the Signal Division of the Transportation Department has two Ford F550 bucket trucks in need of replacement due to age and worn condition of the bodies. Using the Sourcwell (former NJPA) Contract 012418-TER the Ford F550 truck with Terex Model LTM40 body is being recommended as well as declaring the old trucks as surplus and dispose through the online auction process.

A motion was made by Committee Member Jones, seconded by Committee Member Hudson, that this matter be recommended to the City Council for approval and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried with the following unanimous 4-0 vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-369 Contract - Sole Source Annual Contract - Westside WWTP

Council is requested to approve a contract with Piedmont Technical Services in the amount of \$30,000.00. Contract will allow for six service visits per year at 2-month intervals for maintenance at the Westside WWTP's Trojan UV 4000 Plus Disinfection System.

Terry Houk, Public Services Director, advised this is a proposal for Piedmont Technical Services to perform six service visits per year at 2-month intervals at the Westside Waste Water Treatment Plant Trojan UV 4000 UV Disinfection System.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-370 Contract - Sole Source Annual Contract - Eastside WWTP

Council is requested to approve a contract with Piedmont Technical Services in the amount of \$45,000.00. Contract will allow for six service visits per year at 2-month intervals for maintenance at the Eastside WWTP's Trojan UV 4000 Disinfection System.

Terry Houk, Public Services Director, stated this item is similar to the previous item. This item is for the Eastside Waste Water Treatment Plant, this facility is a lot older than the previous and requires more maintenance.

A motion was made by Committee Member Victor Jones, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-371 Extension of Contract - Corrosion Inhibitor Ward Water Treatment Plant

Council is requested to approve an extension to the contract with Sterling Water Technologies in the amount of \$95,964.00 for corrosion inhibitor at the Ward WWTP.

Terry Houk, Public Services Director, advised this product is used to protect the pipes in the distribution system from corrosion and to help keep lead and copper from leaching into the system. Staff is requesting a contract extension in the amount of \$95,964.00 to Sterling Water Technologies for one year.

A motion was made by Committee Member Jason Ewing, seconded by Committee Member Wesley Hudson, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-372 Contract - Resurfacing of City Streets

Council is requested to approve contract with Blythe Construction, Inc in the amount of \$2,661,308.62 for resurfacing of specific streets throughout the city.

Robby Stone, Public Services Assistant Director, advised this annual resurfacing contract is different from the past in that in addition to working with Blythe Construction, Inc. staff is working with a local company Kao Specialties America to incorporate an asphalt anti-rutting polymer additive into the asphalt mix on specific portions of the resurfacing as part of a test pilot for Kao Specialties America in which the US Headquarters is based in High Point. Randy McCaslin, Deputy City Manager, explained Kao Specialties will reimburse the City for the full amount of Alternative Bid #1 (\$10,000).

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-373 Contract - Rain for Rent - Riverdale Pump Station Emergency Pump Bypass

Council is requested to approve the emergency purchase order to Rain for Rent in the amount of \$121,443.84 to assist with repairs at the Riverdale Pump Station. During the past storm event the pump station flooded, damaging the three (3) pumps. Currently Public Services has one of the three pumps operational. To complete the repairs, the pump station will need to be bypassed.

Derrick Boone, Public Services Assistant Director, advised this contract is for an emergency pump station bypass. During Hurricane Florence the Riverdale Pump Station flooded with 19 feet of water, damaging three pumps. Currently staff has one of the three pumps operational. To complete the repairs, the pump station will need to be by passed. Staff is requesting approval of an emergency purchase order to Rain for Rent in the amount of \$121,443.84 to assist with repairs at the Riverdale Pump Station.

Committee Member Jones asked how long the repairs would take. Mr. Boone explained approximately a month.

Chair Moore asked if insurance would help. Mr. Boone explained the insurance company has been contacted to come and review the damage.

A motion was made by Chair Britt Moore, seconded by Committee Member Victor Jones, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

2018-374 Contract - Broad Avenue Roadway Improvements

Council is requested to award a contract to P&S Grading, LLC in the amount of \$196,665.32. The purpose of this contract is to install curb and gutter (on the RR side of Broad Avenue) for storm drainage control and resurface Broad Avenue to complete the overall city obligations for improvements between Wrenn Street and Centennial Street.

Keith Pugh, Engineering Services Director, gave the staff report on this item explaining this is the final piece of the agreement with the City, North Carolina Railroad and Norfolk Southern for drainage improvements along Wrenn Street and Centennial Street. This will complete the work performed for storm water improvements along Broad Avenue which will install curb and gutter for storm drainage control and resurface Board Avenue. Staff is recommending approval of a contract to P & S Grading, LLC in the amount of \$196,665.32 which is approximately \$50,000 less than estimated.

Chair Moore questioned when the project began. Mr. Pugh stated in 2015.

A motion was made by Committee Member Jason Ewing, seconded by Committee Member Victor Jones, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-375 Contract - Purchase of Six (6) Steel Transmission Poles I-74 & NC-68 NCDOT Widening Project

Council is requested to award a contract to Valmont (Lekson Associates) in the amount of \$93,172.00 to purchase six (6) steel transmission poles for North Carolina Department of Transportation (NCDOT) intersection widening project at I-74 and NC-68.

Gary Edwards, Electric Utilities Director, gave the staff report on this item stating this is in conjunction with the North Carolina Department of Transportation project regarding the intersection widening project at I-74 and NC-68. An existing transmission line that is currently located in the north west quadrant of the intersection will need to be relocated further west to accommodate the new interchange. Staff request the contract be awarded to Valmont (Lekson Associates) in the amount of \$93,172.00. Funds have been budgeted for this proposal and are 100% reimbursable from the NCDOT.

Committee Member Hudson asked why the low bid was not accepted. Mr. Edwards stated they did not meet the specifications and there were delivery issues.

A motion was made by Chair Britt Moore, seconded by Committee Member Wesley Hudson, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-376 Contract - Pavement Markings - City Streets

Council is requested to award a contract to Triad Road Maintenance in the amount of \$171,822.96 for the maintenance of pavement markings on streets within the Corporate Limits of the City of High Point. This is a three-year contract (\$57,822.96 annually) and renewable for two (2) additional years.

Matt Carpenter, Traffic Signal Engineer, advised that staff is requesting approval of a contract to Triad Road Maintenance in the amount of \$171,822.96 for maintenance of pavement markings on the City's streets.

A motion was made by Chair Britt Moore, seconded by Committee Member Wesley Hudson, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-377 Resolution - Exchange of Property - High Point University - Portion of McCain Park

Council is requested to adopt a resolution authorizing the exchange of land between the City of High Point and High Point University. The City of High Point will receive two tracts of land located on Irwin Avenue, while conveying two tracts of land, a portion of McCain Park located off of East Lexington Avenue to High Point University.

Lee Tillery, Parks and Recreation Director, explained that the City of High Point will receive two tracts of land located on Irwin Avenue, while conveying two tracts of land, a portion of McCain Park located off of Lexington Avenue to High Point University. The exchange of land involves park property that was developed with assistance from the Land Water Conservation Fund, approval from the National Park Service (NPS) to address the conversion of the property was required. A conversion involves locating sufficient replacement of parkland at an equal or greater value and replacing any recreational amenities with like facilities. The NPS required a public 30-day comment and review period that took place from July 3, 2017 until August 2, 2017. The NPS approved the conversion on May 21, 2018. Now the City is ready to move forward with the exchange of land. The two properties that the City will acquire is in Westchester Park and will be very beneficial when the park is renovated. The Parks and Recreation Commission endorsed this land exchange at the July 2016 meeting. Staff is requesting City Council approve the land exchange between the City of High Point and High Point University.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-379 Resolution - Sale of City Owned Property - 2425 Martin Luther King Jr. Drive

Council is requested to adopt a Resolution authorizing the sale of the property located at 2425 Martin Luther King Jr. Drive through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269. Pogg Enterprises LLC, owner of 2423 Martin Luther King Jr. Drive has offered a bid of \$2,000.

Kim Thor, Right of Way Coordinator, gave the staff report on this item explaining this surplus land was acquired in 2005 from North Carolina Department of Transportation (NCDOT) and was left over from a roadway project. The City has no need for the land and will receive \$2,000 from the sale of this parcel of property. Staff is requesting Council adopted a resolution authorizing the sale of the property located at 2425 Martin Luther King Jr. Drive through the upset bid procedure of N.C.G.S. 106A-269.

Chair Moore asked if this property was located in a commercial area. Ms. Thor stated yes, but the parcel is small and would not be sufficient for development.

A motion was made by Committee Member Wesley Hudson, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-380 Resolution - Condemnation - 225 N. Elm Street

Council is requested to adopt a Resolution authorizing the Finance Director to issue a check in the amount of \$234,840.00 to the Clerk of Superior Court; and authorize the City Attorney to file the necessary proceedings under Chapter 40A if the North Carolina General Statutes to acquire the needed easement at 225 N. Elm Street.

Randy Hemann, Assistant City Manager, advised this property will be the service utility alley for the Stadium. He noted an offer was made on the property and was refused. Staff is recommending Council adopt a Resolution authorizing the Finance Director to issue a draft in the amount of \$234,840.00 which the City has determined to be just compensation for the property.

Committee Member Ewing asked the balance of the \$15 million. Mr. Hemann answered approximately \$3 million dollars.

A motion was made by Committee Member Jason Ewing, seconded by Committee Member Victor Jones, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-381 Budget Ordinance Amendment - Transfer of Funds to the Core City CDC

Council is requested to adopt an ordinance amending the 2018-2019 Budget Ordinance of the City of High Point, North Carolina to transfer funds in the amount of \$80,000 to the Core City CDC to purchase properties.

Eric Olmedo, Budget and Administrative Director, advised this is a Budget Ordinance Amendment requesting that Council appropriate \$80,000 to be transferred to the Core City CDC for the purchase of properties.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-400 Contract - Habitat for Humanity - Affordable Housing

Council is requested to approve a contract with Habitat for Humanity in the amount of \$80,000; and to construct two affordable homes in the neighborhood adjacent to Washington Terrace Park (209 Murray Street; 1807 Brooks Avenue); and authorize the appropriate City Staff to execute all necessary documents.

Randy McCaslin, Deputy City Manager, advised this is a contract with Habitat for Humanity in the amount of \$80,000 to construct two affordable homes. The \$80,000 will be committed from the City's HOME Investment Partnership Program which are allocated by HUD.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-382 Closure of the Water Reserve Fund and the Sewer Reserve Fund

City Council is requested to adopt a resolution to close the Water Capital Reserve Fund and to close the Sewer Capital Reserve Fund; and to adopt a budget amendment in the amount of \$4,106,777 to appropriate the funds into the Water Sewer Capital Projects Fund for the Incinerator Project at the Eastside WWTP.

Eric Olmedo, Budget and Administrative Director, advised these are two Capital Reserve Funds that have been in place for a number of years. Staff is recommending Council to adopt a resolution to close the Water Capital Reserve Fund and to close the Sewer Capital Reserve Fund; and to adopt a budget amendment to appropriate the funds into the Water Sewer Capital Projects Fund for the Incinerator Project at Eastside Waste Water Treatment Plant. The total balance of the Reserve Funds is \$4,106,777.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-383 Resolution - Final Authorization-Issuance of Series 2018 General Obligation Public Improvements (2/3) Bonds

Council is requested to approve the attached "Order Authorizing \$6,600,000 General Obligation Bonds, Series 2018"; and approve the attached "Resolution Repealing the Unissued Balance of a General Obligation Refunding Bond Order Adopted September 6, 2016."

Jeff Moore, Financial Service Director, gave the staff report on this item stating this is the final step in issuing the 2/3 bonds. The Local Government Commission is expected to approve the issuance of these bonds on October 2, 2018. Staff is requesting Council approve an "Order Authorizing \$6,600,000 General Obligation Bonds, Series 2018 and approve the attached Resolution Repealing the Unissued Balance of a General Obligation Refunding Bond Order adopted September 6, 2016.

A motion was made by Chair Britt Moore, seconded by Committee Member Jason Ewing, that this matter be recommended for approval to the City Council and placed on the consent agenda for the October 1, 2018 City Council meeting. The motion carried by the following unanimous vote:

Aye (4): Chairman Moore and Committee Members: Hudson, Jones, and Ewing

2018-384 Public Hearing - Public Transportation Program Resolution for State Funding

Monday, October 1, 2018 at 5:30pm is the date and time established to receive public comments on the Public Transportation funding program. City Council is requested to 1) adopt the resolution enabling the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project; and 2) authorize the submittal of the grant application to FTA and the execution of the grant by the City Manager upon award.

Angela Wynes, Transit Manager Assistant, advised that staff is applying for State funding for several projects such as vehicle and technology purchases. She explained State funds had been reduced but the State has made some Congestion Mitigation and Air Quality (CMAQ) funds available through a matching grant process. It is a requirement to conduct a Public Hearing to ensure the Public has a chance to voice their concerns.

This is an information only item.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 4:36 p.m. upon motion duly made and seconded.

Sandra Keeney, Deputy City Clerk

Britt Moore, Chairman

DRAFT

CITY OF HIGH POINT

AGENDA ITEM



Title: Plan Amendment 18-05
(The Presbyterian Homes, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 24 & 31, 2018

Advertised By: Planning & Development

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

PURPOSE:

A request by the Presbyterian Homes, Inc. to change the Land Use Map classification for approximately 127.3 acres from the Future Growth Area classification to the Rural Development classification. The site is generally lying north of Sandy Ridge Road, west of the W. Fork Deep River and east of Idol Wind Lane.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On October 23, 2018, a public hearing was held before the Planning and Zoning Commission regarding Plan Amendment 18-05. The Planning & Zoning Commission recommended **approval** of this request, as outlined in the staff report and recommended by staff, by a vote of 6-0.

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

**STAFF REPORT
PLAN AMENDMENT CASE 18-05
October 23, 2018**

Requests		
Applicant: The Presbyterian Homes, Inc. City of High Point	Owner: The Presbyterian Homes, Inc. et.al.	
Plan Amendment Proposal: To change the future land use classification for approximately 127.3 acres to the Rural Development land use designation.	From:	Future Growth
	To:	Rural Development

Site Information	
Location:	North of Sandy Ridge Road and west of the West Fork Deep River
Acreage:	127.3
Current Land Use:	Undeveloped parcels, agricultural, and single-family detached dwellings with accessory structures

Adjacent Property Current Land Use	
North:	Agricultural, and single-family detached dwellings with accessory structures
South:	Undeveloped parcels, agricultural, single-family detached dwellings with accessory structures, and utility facility (electrical substation)
East:	Undeveloped parcels, and a continuing care retirement community
West:	Agricultural, and single-family detached dwellings with accessory structures

Adjacent Land Use Plan Designations	
North:	Future Growth Area
South:	Future Growth Area
East:	Recreation/Open Space and Low-Density Residential
West:	Future Growth Area

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	<u>Future Growth Area:</u> This classification includes environmentally sensitive lands, rural subdivisions and agricultural or undeveloped areas lacking public water and sewer and other municipal facilities, infrastructure and services. These lands are not intended for development but shall await reevaluation during a Land Use Plan amendment before they can be reclassified to an appropriate land use category. So long as any land remains classified as a Future Growth Area, such land shall not be approved for development by the City nor considered for annexation, the extension of water or sewerage or the provision of other municipal facilities, infrastructure or services.

Proposed Designation:	<u>Rural Development</u> : This classification includes residential development at very low densities of one dwelling unit per gross acre or less in areas where utility services are not anticipated, as well as a limited amount of low-intensity nonresidential development.
------------------------------	---

Relevant Land Use Policies and Plan Amendment History	
Community Growth Vision Statement:	This request is neither consistent nor inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment; Goal #4: Ensure that all required public services and facilities are sequenced to meet demands of development; Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #2: Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development; and Obj.#5: Maintain an appropriate balance between the size, location and density of new development and the availability and demands upon the public services and facilities required to serve that development.
Relevant Area Plan:	<u>Northwest Area Plan</u> This plan adopted in 2011 designates the area of the amendment request as Rural Development. This classification is intended to preserve the rural character of the area by maintaining uses, such as very low density residential, agriculture, and open space that do not require urban services like water and sewer.
LUPA History:	<u>PA-10-04</u>: Adopted on January 18, 2011 to implement recommendations of the Northwest Area Plan, this Plan Amendment included an area south of the request that was changed from Low-Density Residential to Rural Development and an area to the east of Sandy Ridge Road that was changed from Low-Density Residential to Medium-Density Residential and Mixed Use Development, as well as from Mixed Use Development to Medium Density Residential. There was also an area to the northeast along Bame Road that changed from Future Growth Area and Restricted Industrial to Low-Density Residential. <u>PA-17-01</u>: On July 17, 2017 the area to the east of Sandy Ridge Road that was previously amended to Mixed Use Development as part of PA-10-04 was changed to Medium-Density Residential.

Details of Proposal

Summary of Land Use Plan Amendment Request:

The Presbyterian Homes, Inc. requested the Land Use Plan amendment because they are simultaneously seeking the annexation of two parcels adjacent to River Landing at Sandy Ridge into the city. According to policy, property that is designated Future Growth Area will not be considered for annexation. Therefore, a change to the land use designation is necessary for the annexation to go forward. After staff reviewed the request an expanded Plan Amendment boundary seemed logical based on the topography, environmental features, and surrounding uses. All owners with property in the expanded Plan Amendment area are receiving notice of the proposed policy change.

Staff Analysis

The applicant's intent with the request is not to develop the property at this time, but to use the additional land area associated with the annexation to maintain River Landing's low-density development classification for watershed regulation purposes. The area of the Plan Amendment, including the expanded portion, is made up of tax-deferred farm properties, a few other rural residential properties, along with two existing low-density residential subdivisions. Therefore, the Rural Development designation is the most appropriate one for this area because it best reflects the existing land use pattern. It is also consistent with the recommended land use classification for this area in the Northwest Area Plan. Any future development that involves anything other than very low-density residential or a limited amount of low intensity nonresidential uses will require a Land Use Plan amendment.

Recommendation

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation for approximately 127.3 acres to Rural Development. The request is consistent with the goals, objectives, and policies of the Land Use Plan and the Northwest Area Plan, and the existing land use pattern would not change as a result of this amendment.

Report Preparation

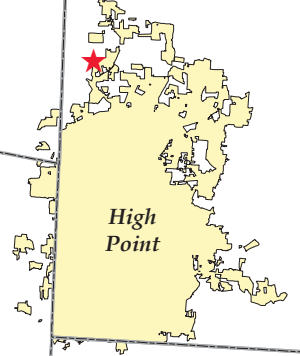
This report was prepared by Planning and Development Department staff member(s) Andy Piper, AICP, Senior Planner, and reviewed by G. Lee Burnette AICP, Director.

LOCATION MAP

PLAN AMENDMENT: PA-18-05

Applicant: PRESBYTERIAN HOMES INC

Vicinity Map



Site

Forsyth County

Guilford County

Guilford County

City of Greensboro

Guilford County

City of High Point

SANDY RIDGE RD

I-40

NC 68

WILLARD DAIRY RD

SKET CLUB RD

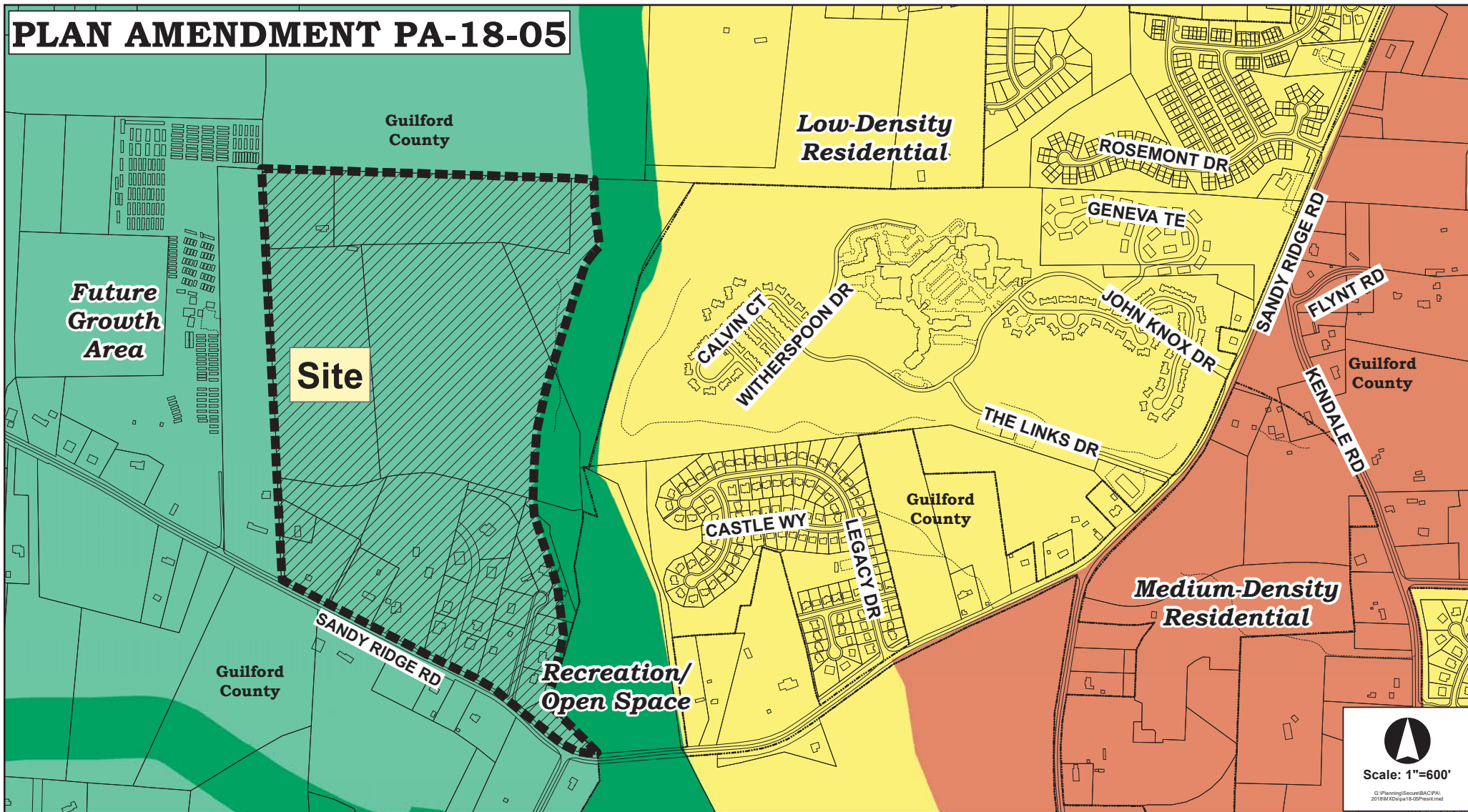
W WENDOVER AV



Scale: 1"=3000'

G:\Planning\Secure\BAC\PAI
2018\MXD\pa18-05\Print.M

PLAN AMENDMENT PA-18-05



CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish - 2435 West English Street

From: Building Inspection Services

Meeting Date:
11/05/18

Public Hearing:

Advertising Date:
Advertised By:

Attachments: Pictures
Inspection Timeline

PURPOSE:

A request by Building Inspection Services to adopt an ordinance ordering the inspector to demolish the structure at 2435 West English Street.

BACKGROUND:

The structure located at 2435 West English Street, has a caved in roof in some places and a wall that is falling onto adjacent property. Former owners were notified, and legal advertisement has been placed in the local paper announcing the condemnation and the condemnation hearing. The building has a commendation placard on it.

BUDGET IMPACT:

Dependent upon on environmental challenges.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish the structure located at 2435 West English Street.



Sequence of Events 2435 W. English Road

12-4-17 Initial site visit conducted.

12-6-17 Title search completed by Sharon Livengood.

1-24-18 Notice of hearing Posted on Building

1-29-18 Notice of hearing published in High Point Enterprise.

2-5-18 Hearing held. No representation from owner(s)

2-15-18 Order posted on building.

2-16-18 Order published in High Point Enterprise.

4-3-18 Order expired with no action or response from owner(s).

Note: As indicated in attached Title search property has delinquent taxes in the amount of \$39,357.29

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www. Permit Fax: 336.883.8518 TDD 336.883.8517
highpointnc.gov/plan





CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 18-15
(The Presbyterian Homes, Inc.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 24 & 31, 2018

Advertised By: Planning & Development

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

PURPOSE:

A request by the Presbyterian Homes, Inc. to rezone approximately 61.1 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Agricultural/Rural (AGR) District. The site is generally lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On October 23, 2018, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 18-15. The Planning & Zoning Commission recommended **approval** of this request, as outlined in the staff report and recommended by staff, by a vote of 6-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Presbyterian Homes, Inc. .

Zoning Map Amendment 18-15

At its October 23, 2018 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 61.1 acres to the Agricultural/Rural (AGR) District. All members of the Commission were present except for Members Andrew Putnam, Mark Walsh and Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speakers on the request:

Speaking in favor of the request on behalf of the applicant was Mr. Luke Dickey with Stimmel Associates, 601 N. Trade Street, Suite 200, Winston-Salem. Mr. Dickey gave an overview of the request, noting the applicant's intent is to use the 61-acre site to offset stormwater impacts on the abutting River Landing retirement community campus that lies to the east. He concluded by noting there is no intent to develop the property at this time. In the future, this area may be added to the River Landing development, but they will have to come back through the public hearing process to obtain a new zoning approval.

Speaking neither in favor nor in opposition of the request was Mr. David Tarter, 1210 Carriage House Drive, Colfax. Mr. Tarter and his neighbors desired that the site be zoned to a residential zoning district, rather than the requested Agricultural/Rural District, to ensure any future development matches the character of their abutting residential neighborhood.

Planning & Zoning Commission Action

Consistency & Reasonableness Statements

The Commission stated that the request is consistent with adopted policy guidance because subject to the approval of Plan Amendment 18-01, the area would be within the Rural Development land use classification as recommended by the Northwest Area Plan. Furthermore, it is reasonable and would be in the public interest because the requested AGR District is compatible with Guilford County's AG District that borders the property and with the existing land use pattern in the area.

The Planning & Zoning Commission **adopted these statements** by a vote of 6-0.

Zoning Map Amendment

The Commission recommended **approval** of Zoning Map Amendment 18-15, as recommended by staff, by a vote of 6-0.

**STAFF REPORT
ZONING MAP AMENDMENT 18-15
October 23, 2018**

Request		
Applicant: The Presbyterian Homes, Inc.	Owner: The Presbyterian Homes, Inc.	
Zoning Proposal: To annex and apply initial City zoning	From:	AG Agricultural District (Guilford County)
	To:	AGR Agricultural/Rural District

Site Information	
Location:	Lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River.
Tax Parcel Numbers:	Guilford County Tax Parcels 0169205 and 0169210
Site Acreage:	Approximately 61.1 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site is heavily wooded with the eastern half of the site impacted by a perennial stream, floodplains and a utility easement. The W. Fork Deep River and its corresponding 100 & 500-year flood plains runs in a north to south direction through the eastern portion of the site. Also, a 100-foot-wide Davidson Electric Membership utility right-of-way runs in a north to south direction through the eastern portion of the site.
Water and Sewer Proximity:	A 16-inch City sewer line lies along the eastern boundary of the site adjacent to the stream corridor.
General Drainage and Watershed:	The site drains in an easterly direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of two units per acre or more.
Overlay Districts:	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay Zone 4

Adjacent Property Zoning and Current Land Use			
North:	AG	Agricultural District (<i>Guilford County</i>)	Undeveloped parcels
South:	RS-40	Single Family Residential-40 District (<i>Guilford County</i>)	Single family dwelling and undeveloped parcels
	AG	Agricultural District (<i>Guilford County</i>)	
East:	PD-P	Planned Development – Periphery District	River Landing continuing care retirement community
West:	AG	Agricultural District (<i>Guilford County</i>)	Single Family dwelling

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither consistent nor inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Future Growth Area land use designation. This classification includes environmentally sensitive lands, rural subdivisions and agricultural or undeveloped areas lacking public water and sewer and other municipal facilities, infrastructure and services. These lands are not intended for development, but shall await reevaluation during a Land Use Plan amendment before they can be reclassified to an appropriate land use category. So long as any land remains classified as a Future Growth Area, such land shall not be approved for development by the City nor considered for annexation, the extension of water or sewer, or the provision of other municipal facilities, infrastructure or services.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment. Goal #4: Ensure that all required public services and facilities are sequenced to meet demands of development. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development. Obj.#5. Maintain an appropriate balance between the size, location and density of new development and the availability and demands upon the public services and facilities required to serve that development.
Relevant Area Plan:	<u>Northwest Area Plan</u> This plan adopted in 2011 designates the area of the amendment request as Rural Development. This classification is intended to preserve the rural character of the area by maintaining uses, such as very low density residential, agriculture, and open space that do not require urban services like water and sewer.
Zoning History:	Multiple residential-related annexations and zoning approvals have been granted in the general area of Sandy Ridge Road to the east of the W. Fork Deep River. This is the first zoning request, near Sandy Ridge Road, west of the Deep River.

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Sandy Ridge Road	Major Thoroughfare	None
Vehicular Access:	<u>Access to the east:</u> Subject to obtaining required environmental permits for a stream crossing, access may be obtained through the existing River Landing development.		

	<u>Access to the south:</u> Via access easement, from Idol Wind Lane to Sandy Ridge Road.		
Traffic Counts: <i>(Average Daily Trips)</i>	Sandy Ridge Road (east of Johnson Street split)	11,000 ADDT (NCDOT 2015 traffic count)	
	Sandy Ridge Road (west of Johnson Street split)	4,000 ADDT (NCDOT 2015 traffic count)	
Estimated Trip Generation:	Not applicable		
Traffic Impact Analysis:	Required		TIA Comment Not applicable
	<u>Yes</u>	<u>No</u> X	
Comments:	The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.		

School District Comment

Not applicable to this zoning case.

Details of Proposal

In conjunction with a voluntary annexation petition, the applicant is requesting to establish initial City of High Point zoning of Agricultural/Rural (AGR) District over this 61.1-acre area. The property is owned by the Presbyterian Homes, Inc., the parent company of the River Landing continuing care retirement community that lies to the east of the zoning site. The primary purpose of this request is to offset impervious coverage and stormwater impacts occurring on the River Landing campus as a result of the development of additional residences. To maintain a designation of low density development, for watershed purposes, the overall impervious coverage must be under 24%. Proposed new development will cause the campus to exceed the 24% impervious coverage threshold and trigger additional stormwater management requirements and wider stream buffer standards. The addition of the zoning site will offset these impacts.

Staff Analysis

The AGR District is established to accommodate agricultural and agricultural-related uses as well as very low density residential development on large lots. No initial development is proposed for the zoning site and the eastern half of the site is encumbered by a perennial stream, flood zones and a 100-foot wide electrical easement. In the event the site is developed, the AGR District requires a minimum lot size of five acres. This dimensional standard will ensure development intensity will be compatible with adjacent properties that lie east of the Deep River. Subject to approval of a corresponding Plan Amendment to establish a Rural Development Land Use Map classification for this area, the request will be consistent with adopted policy guidance documents.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed zoning map amendment is appropriate for its proposed location, and is consistent with the purpose, goals, objectives, and policies of the City's adopted policy guidance.

Subject to the approval of Plan Amendment 18-01, the area would be within the Rural Development land use classification as recommended by the Northwest Area Plan.

Reasonableness/Public Interest:

Whether an approval of the zoning map amendment is reasonable and in the public interest.

The requested AGR District is compatible with Guilford County's AG District that borders the property and with the existing land use pattern in the area.

Recommendation

Staff Recommends Approval

Subject to approval of Plan Amendment 18-05, the Planning & Development Department recommends approval of the request to rezone 61.1 acres to the AGR District.

Required Action

Planning and Zoning Commission:

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

City Council:

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

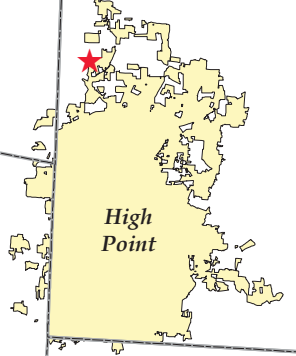
Report Preparation

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

LOCATION MAP

ZONING MAP AMENDMENT: ZA-18-15
Applicant: PRESBYTERIAN HOMES INC

Vicinity Map



Site

Forsyth County

Guilford County

Guilford County

City of Greensboro

Guilford County

City of High Point

SANDY RIDGE RD

I-40

NC 68

WILLARD DAIRY RD

SKET CLUB RD

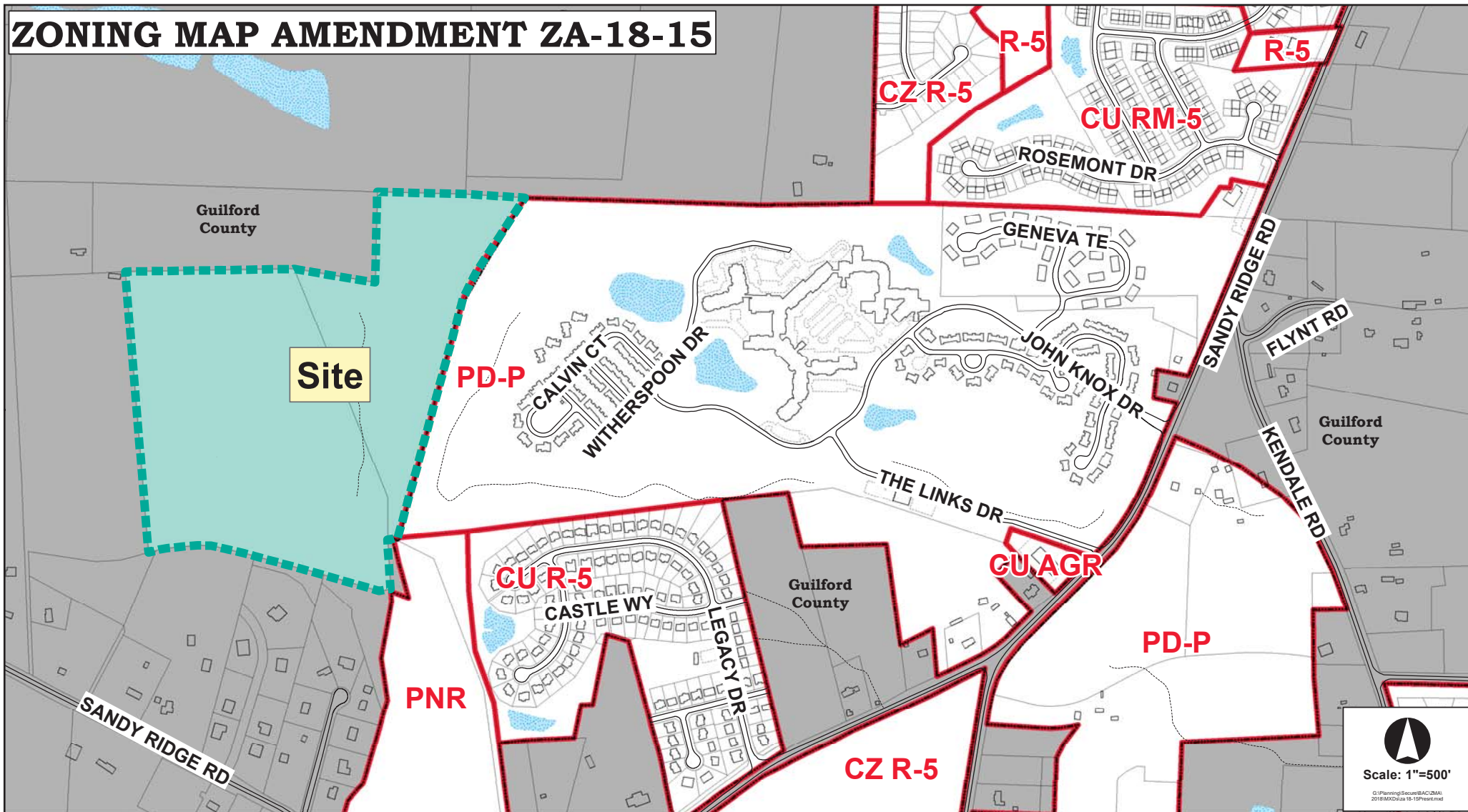
W WENDOVER AV



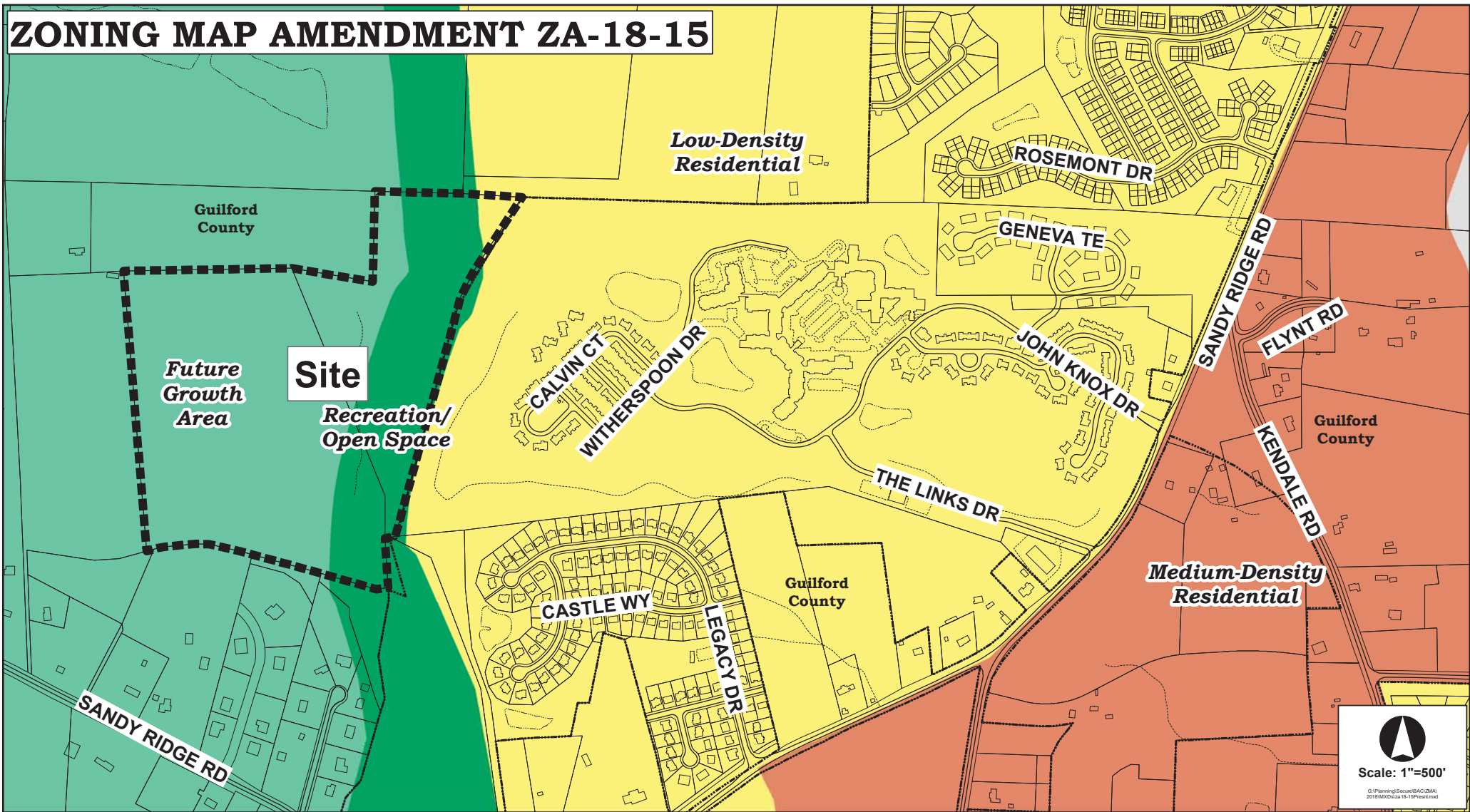
Scale: 1"=3000'

G:\Planning\Secure\BAC\ZMA\2018\MX\Drawings\18-15PresH.M

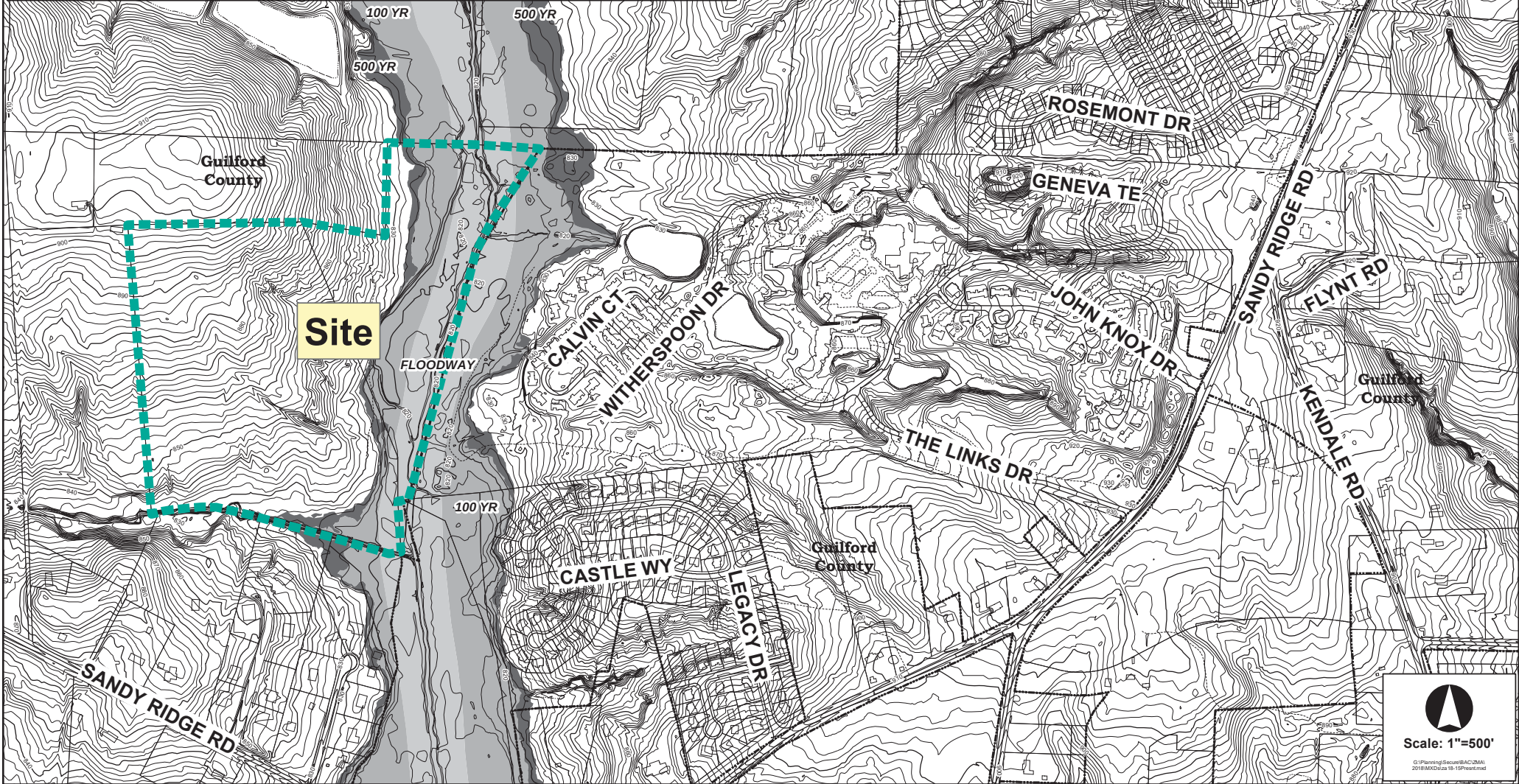
ZONING MAP AMENDMENT ZA-18-15



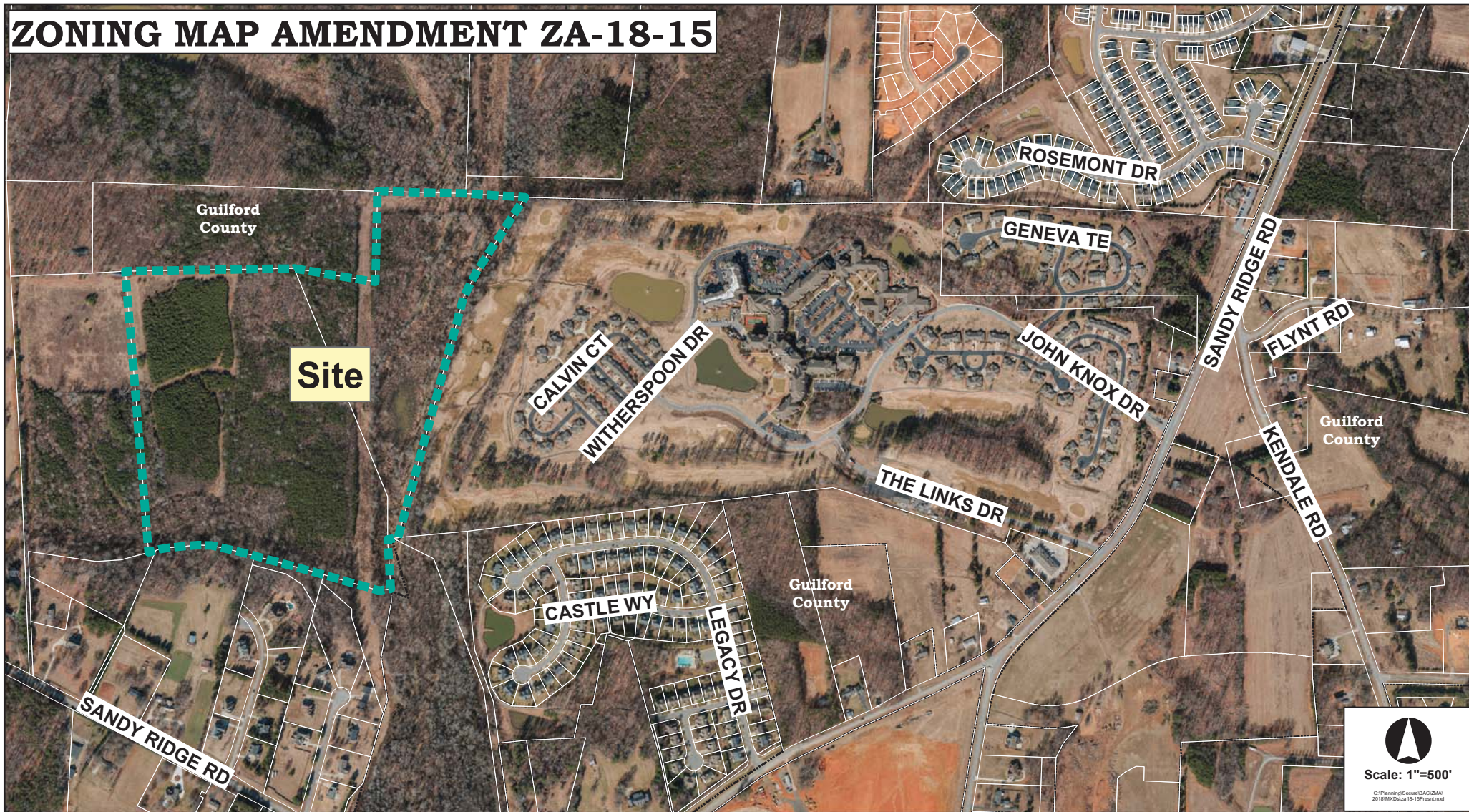
ZONING MAP AMENDMENT ZA-18-15



ZONING MAP AMENDMENT ZA-18-15



ZONING MAP AMENDMENT ZA-18-15



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 23, 2018 and before the City Council of the City of High Point on November 5, 2018 regarding **Zoning Map Amendment Case 18-15 (ZA-18-15)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 14, 2018, for the Planning and Zoning Commission public hearing and on October 24, 2018 and October 31, 2018, 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 5, 2018**.

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: **Agricultural/Rural (AGR) District**. The property is approximately 61.1 acres and lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River. The site is also known as Guilford County Tax Parcels Tax Parcels 0169205 and 0169210.

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.

5th day of November, 2018.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 18-15

Submitted by: Mr. Luke Dickey, Partner/Senior Project Manager Stimmel Associates, PA; on behalf of the Presbyterian Homes Inc.

River Landing at Sandy Ridge 61 Acre Annexation & Zoning Citizen Information Meeting Report

A notification letter was mailed August 31, 2018 along with the required statement provided by the High Point Planning Department to surrounding property owners within three-hundred (300) feet of the site being requested to be annexed and rezoned.

A total of twenty-eight (28) notification letters were sent based on the property owners list as supplied by the High Point Planning Department and a few additional property owners near Sandy Ridge Road. *(Please refer to the list of property owners attached as Exhibit A.)*

The notification letter provided a general overview of the annexation, zoning, and plan amendment request and requested the property owner to contact Luke Dickey with Stimmel Associates by September 7, 2018 if they had any questions. *(Please refer to the notification letter attached as Exhibit B.)*

One adjacent property owner of Carriage House Drive contacted Stimmel Associates with a couple questions regarding the rezoning and impacts to their property and neighborhood. The neighbor's concerns were alleviated once it was explained that the proposed Guilford County zoning was being changed to a similar zoning district within High Point and that any future development similar to the existing River Landing Community would require rezoning.

Respectfully submitted,



Luke Dickey
Partner/Senior Project Manager
Stimmel Associates, P.A.

Exhibit A

ALLISON TERRELL UPCHURCH
IRREVOCABLE TRUST
1877 SANDY RIDGE RD
COLFAX, NC 27235

BEAL, KAREN T ; BEAL, RICHARD C
1200 THETFORD CT
COLFAX, NC 27235

BRYANT, TODD W ; BRYANT, CATHY S
1201 THETFORD CT
COLFAX, NC 27235

CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 27261

COX W F & CO INC
907 S BROAD ST
WINSTON SALEM

FARAH, BRIAN ANDREW
8755 BAME RD
COLFAX, NC 27235

FRAZIER, JIMMY R ; FRAZIER, NANCY
L
1881 SANDY RIDGE RD
COLFAX, NC 27235

GUILFORD COUNTY
PO BOX 3427
GREENSBORO, NC 27402

GWYN, BRAD ; GWYN, CAROLINE S
1214 CARRIAGE HOUSE DR
COLFAX, NC 27235

HAMLIN, KERNEY E ; HAMLIN,
CHRISTINE K
1207 THETFORD CT
COLFAX, NC 27235

HORTON, ROY W JR ; HORTON,
CATHY C
1202 THETFORD CT
COLFAX, NC 27235

IDOL, COY E ; IDOL, HELEN M
3349 US HWY 220
MADISON, NC 27025

KRAJISNIK, ZELJKO ; KRAJISNIK,
STANA
1203 THETFORD ST
COLFAX, NC 27235

LEONARD, NELSON H ; LEONARD,
JANE D
1885 SANDY RIDGE RD
COLFAX, NC 27235

MOORE, SLADE C ; MOREHOUSE-
MOORE, CHARLEEN
1209 CARRIAGE HOUSE LN
COLFAX, NC 27235

OLEARY, PATRICK JAMES ; OLEARY,
WILLIAM ; OLEARY, AMANDA
ELIZABETH
18 GLENALBY PLACE
PONTE VERDA, FL 32081

PARKER, SCOTT M ; PARKER, NICOLE
K
1213 CARRIAGE HOUSE DR
COLFAX, NC 27235

PRESBYTERIAN HOMES INC
2109 SANDY RIDGE RD
COLFAX, NC 27235

REYNOLDS, BERTIE ; REYNOLDS,
BONITA G
1212 CARRIAGE HOUSE DR
COLFAX, NC 27235

RINGDAHL, PETER ALBERT ;
RINGDAHL, SUSAN JOAN
1211 CARRIAGE HOUSE DR
COLFAX, NC 27235

SAMPSON, A KENNETH JR ; SAMPSON,
JANET D
2105 ANCHORIDGE AVE
HIGH POINT, NC 27265

TARTER, DAVID M ; TARTER,
WYNDEE B
1210 CARRIAGE HOUSE DR
COLFAX, NC 27235

TEDDER, DAVID A ; TEDDER, AMY L
1209 CARRIAGE HOUSE DR
COLFAX, NC 27235

TEDDER, MAX S SR ; TEDDER, JOANN
V ; TEDDER, S N T WHITE ; TEDDER,
MAX S ; TEDDER, D A T/C
1204 THETFORD CT
COLFAX, NC 27235

TERRELL, PEGGY O ; TERRELL,
TIMOTHY D
P O BOX 880
COLFAX, NC 27235

TERRELL, TIMOTHY D
1871 SANDY RIDGE RD
COLFAX, NC 27235

WADE, KEVIN D ; WADE, KRISTINA B
1205 THETFORD CT
COLFAX, NC 27235

WILSON, WINFRED G ; WILSON,
MARVA KAY
1212 CARRIAGE HOUSE DR
COLFAX, NC 27235

Exhibit B



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
LAND PLANNING

601 N Trade Street, Suite 200
Winston-Salem, NC 27101
www.stimmelpa.com 336.723.1067

Friday August 31, 2018

Rezoning Notice for River Landing at Sandy Ridge Community

In April 2018, Presbyterian Homes Inc, (PHI) purchased approximately 61.1-acres located in Guilford County. The acreage is directly adjacent to the western property boundary of the River Landing at Sandy Ridge community and consists of two parcels shown in the image below. While, PHI has no immediate plans to develop the newly acquired tract, the land will be used to maintain the low density impervious coverage for the proposed cottage, clubhouse, apartments, new maintenance facility, and office expansion currently under development and future projects/development areas as reflected on the approved PD-P plan. PHI is requesting annexation into the City of High Point so that all of the PHI property would be within the City of High Point jurisdiction. As part of the annexation request, PHI is required to rezone from Guilford County Zoning District to a High Point Zoning District. PHI proposes to rezone to the Agricultural/Rural (AGR) zoning district. The AGR zoning district closely matches the current Guilford County AG district. Any future development may require rezoning and an update to the current PD-P plan. Specific conditions regarding the future development would be incorporated at time of condition district rezoning.

Additionally, the City of High Point has requested that PHI file a Plan Amendment to modify the current Land Use Plan. PHI is requesting to modify the Land Use Plan from Future Growth Area to the Rural Development Land Use classification. Proposed future development may require another Plan Amendment.

If you have any questions please contact Luke Dickey with Stimmel Associates, PA at (336) 723-1067 by 5 pm Friday, September 7, 2018.





November 5, 2018

To: Randy McCaslin, Deputy City Manager

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

Subject: Code Enforcement Activity Report for October 2018

This report serves to summarize Code Enforcement activity for the month of October. During this period, staff processed 30 new minimum housing complaints; 92 new public nuisance complaints and collected 81 signs. Additionally:

- The backlog of minimum housing cases from the old system remains at one case from the initial backlog of 270 (June 2016).
- Local Code Enforcement Staff recorded 30 zoning complaints during the month.
- A total of 196 Public Nuisance cases were abated during the month.
- Local Codes Enforcement Officers collected 55 signs on Saturday October 27, 2018
- Demolition update:
 - o Nine houses were demolished during the month.
 - o Three houses are waiting to be demolished.
 - o Five houses are undergoing asbestos abatement in preparation for demolition.
 - o Six houses are beginning the demolition process
- There were 520 total active cases:
 - o 283 minimum housing cases
 - o 146 public nuisance cases
 - o 91 zoning cases

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

<u>Local Codes Enforcement Montly Activity</u>					
		<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>
1. Minimum Housing					
	a. Minimum Housing Complaints	28	27	32	30
	b. Active Minimum Housing Cases	271	291*	310	283
	c. Active Backlog Cases (270 original)	1	1	1	1
	d. Cases Taken Before City Council				
	i. For Demolition	2	2	5	4
	e. City Demolished Houses	0	1	4	9
2. Public Nuisance					
	a. Public Nuisance Complaints (incl. unsecured dwellings)	130	180	157	92
	b. Active Public Nuisance Cases	195	271	279	146
	c. City abated PN Cases	56	41	37	56
	d. Owner abated PN Cases	94	65	100	140
3. Zoning					
	a. Zoning Complaints (Vehicles, Signs, Banners)	37	36	23	30
	b. Active Zoning Cases	142	166	88	91
	c. Signs collected	94	116	51	81
		TOTAL ACTIVE CASES - 520			
	*Correction to Aug 2018 Active Min Housing Cases				



























CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 18-13
(Lee Bunemann)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 24 & 31, 2018

Advertised By: Planning & Development

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

PURPOSE:

A request by Lee Bunemann to rezone approximately 2.6 acres from the Low Density Residential (RS) District, within Davidson County's jurisdiction, to the Residential Single Family – 3 (R-3) District. The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive, and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On September 25, 2018, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 18-13. The Planning & Zoning Commission recommended **approval** of this request, as outlined in the staff report and recommended by staff, by a vote of 8-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Lee Bunemann

Zoning Map Amendment 18-13

At its September 25, 2018 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 2.6 acres to the Residential Single Family – 3 (R-3) District. All members of the Commission were present except for Mr. Andrew Putnam. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speakers on the request:

Speaking in favor of the request was the applicant's representative, Mr. Marshall Morgan, 810 McNair Court, High Point. Mr. Morgan explained that Dr. Bunemann owns these two parcels that abut his home on Shadow Valley Road. He is selling the larger 2.3-acre parcel and a single family home is to be constructed on that lot. Because the soils on this property cannot support a septic system, he is requesting annexation and establishment of City zoning on the property so it can be connected to city utilities.

Planning & Zoning Commission Action

Consistency & Reasonableness Statements

The Commission stated that the request is consistent with adopted policy guidance because the requested R-3 District is consistent with the Low Density Residential Land Use Map designation applied to this area; and it is reasonable and in the public interest because adjacent properties in the City along this segment of Shadow Valley Road and Carolyndon Drive are similarly zoned.

The Planning & Zoning Commission **adopted these statements** by a vote of 8-0.

Zoning Map Amendment

The Commission recommended **approval** of Zoning Map Amendment 18-13, as recommended by staff, by a vote of 8-0.

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

**STAFF REPORT
ZONING MAP AMENDMENT 18-13
September 25, 2018**

Request	
Applicant: Lee Bunemann	Owners: Lee Bunemann
Zoning Proposal: To apply initial City zoning	From: RS Low Density Residential District (<i>Davidson County</i>)
	To: R-3 Residential Single Family- 3 District

Site Information	
Location:	The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley.
Tax Parcel Numbers:	Davidson County Tax Parcels 01008D0000002A and 01008D00000013
Site Acreage:	Approximately 2.6 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site is heavily wooded with a moderately sloping terrain.
Water and Sewer Proximity:	A 15-inch City sewer line lies adjacent to the site along Carolyndon Drive.
General Drainage and Watershed:	The site drains in a general southerly direction and is within the Yadkin Pee-Dee (non-water supply) watershed.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	RS	Low Density Residential District (<i>Davidson County</i>)	Single family dwelling
South:	R-3	Residential Single Family - 3 District	Single family dwelling
East:	R-3	Residential Single Family - 3 District	Single family dwelling
West:	RS	Low Density Residential District (<i>Davidson County</i>)	Single family swelling

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither consistent nor inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. This classification is primarily intended for single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

Land Use Plan Goals, Objectives & Policies:	The following goal of the Land Use Plan is 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.
Relevant Area Plan:	Not applicable
Zoning History:	There has been no recent zoning activity in this area. The abutting parcel at the northeast corner of Shadow Valley Road and Carolyndon Drive was annexed and granted City of High Point residential zoning in 1998. Adjacent properties within the city limits to the north along Shadow Valley Road, and to the east along Carolyndon Drive, were annexed and granted city zoning during the 1960s and 1970s.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Shadow Valley Road		Collector Street	450 ft.
	Carolyndon Drive		Local Street	215 Ft.
Vehicular Access:	Driveway access will be provided from Shadow Valley Road.			
Traffic Counts: (Average Daily Trips)	Shadow Valley Road		2,300 ADT (NCDOT 2015 traffic count)	
	Carolyndon Drive		Not Applicable	
Estimated Trip Generation:	Not Applicable			
Traffic Impact Analysis:	Required		TIA Comment	
	<u>Yes</u>	<u>No</u> X	Not Applicable	
Comments:	The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements			

School District Comment
An impact statement was requested from the Davidson County School District, but no response was received as of the date of this report. It is not anticipated that one single family dwelling will substantially impact area schools.

Details of Proposal

The applicant owns an existing single family dwelling, within the City of High Point's corporate limits, at the northeast corner of Shadow Valley Road and Carolyndon Drive. He has purchased two abutting parcels that are the subject of this zoning request, an undeveloped 2.3-acre parcel to the north of the corner lot and an undeveloped 0.3-acre parcel to the southeast of this corner lot.

A single family dwelling is proposed to be constructed on the larger 2.3-acre parcel and the smaller 0.3-acre parcel is proposed to be added to the applicant's corner parcel. The applicant has submitted this zoning application and a corresponding annexation petition to facilitate the construction of a single family dwelling that will be connected to City utilities.

Staff Analysis

The Land Use Map designates this portion of the City's Planning Area for Low Density Residential uses. The requested R-3 District is consistent with Land Use Map designation and is compatible with City zoning that has been established in this area.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed zoning map amendment is appropriate for its proposed location, and is consistent with the purpose, goals, objectives, and policies of the City's adopted policy guidance.

The R-3 District is consistent with the Low Density Residential Land Use Map designation applied to this area.

Reasonableness/Public Interest:

Whether an approval of the zoning map amendment is reasonable and in the public interest.

Adjacent properties in the City along this segment of Shadow Valley Road and Carolyndon Drive are similarly zoned.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval to establish a R-3 District zoning on a 2.6-acre parcel and a 0.3-acre parcel as described in this report. The requested R-3 District is 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:

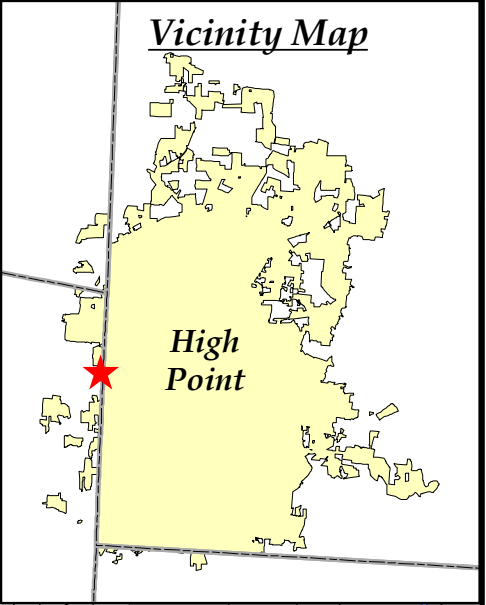
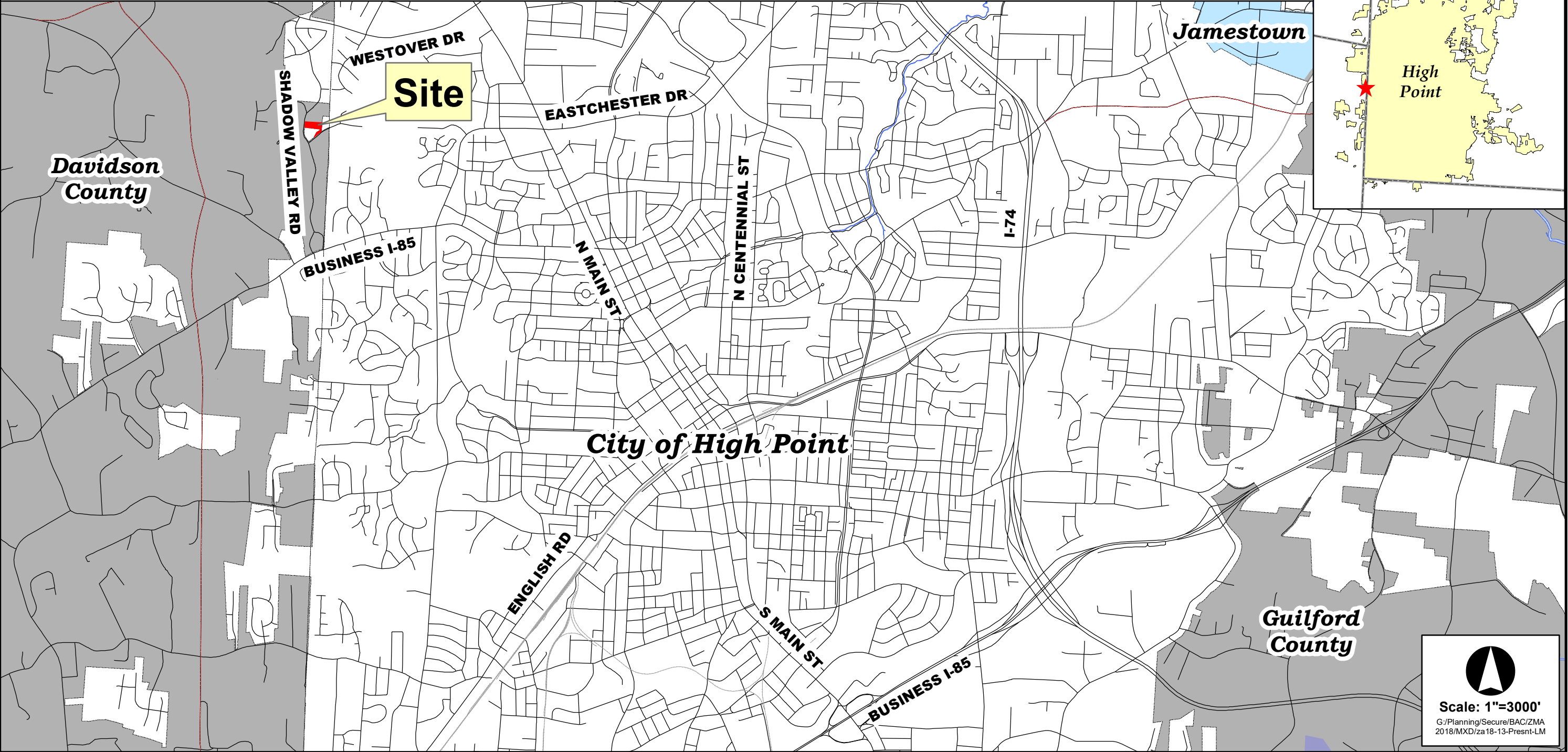
The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished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

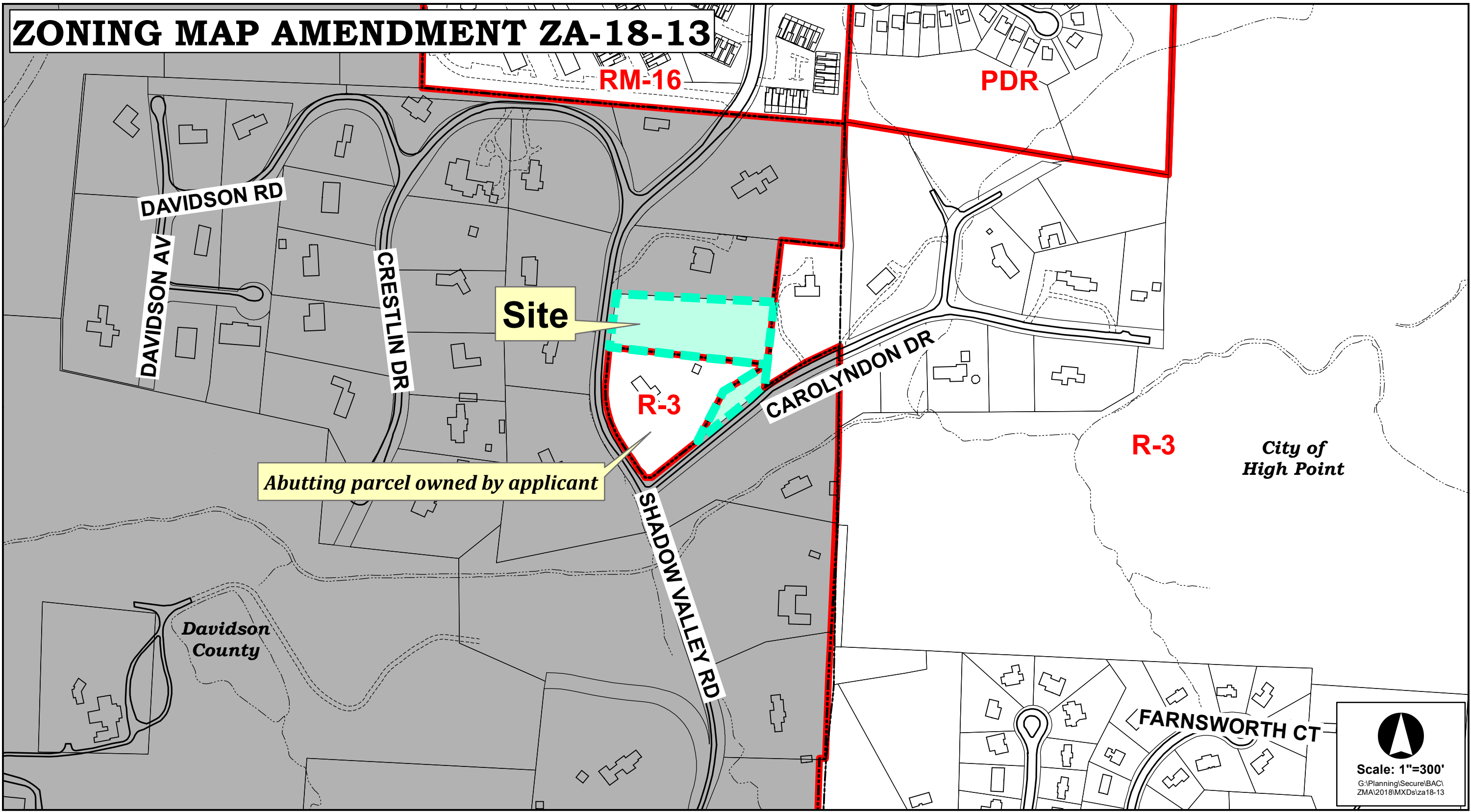
LOCATION MAP

ZONING MAP AMENDMENT ZA-18-13
Applicant: Lee Bunemann



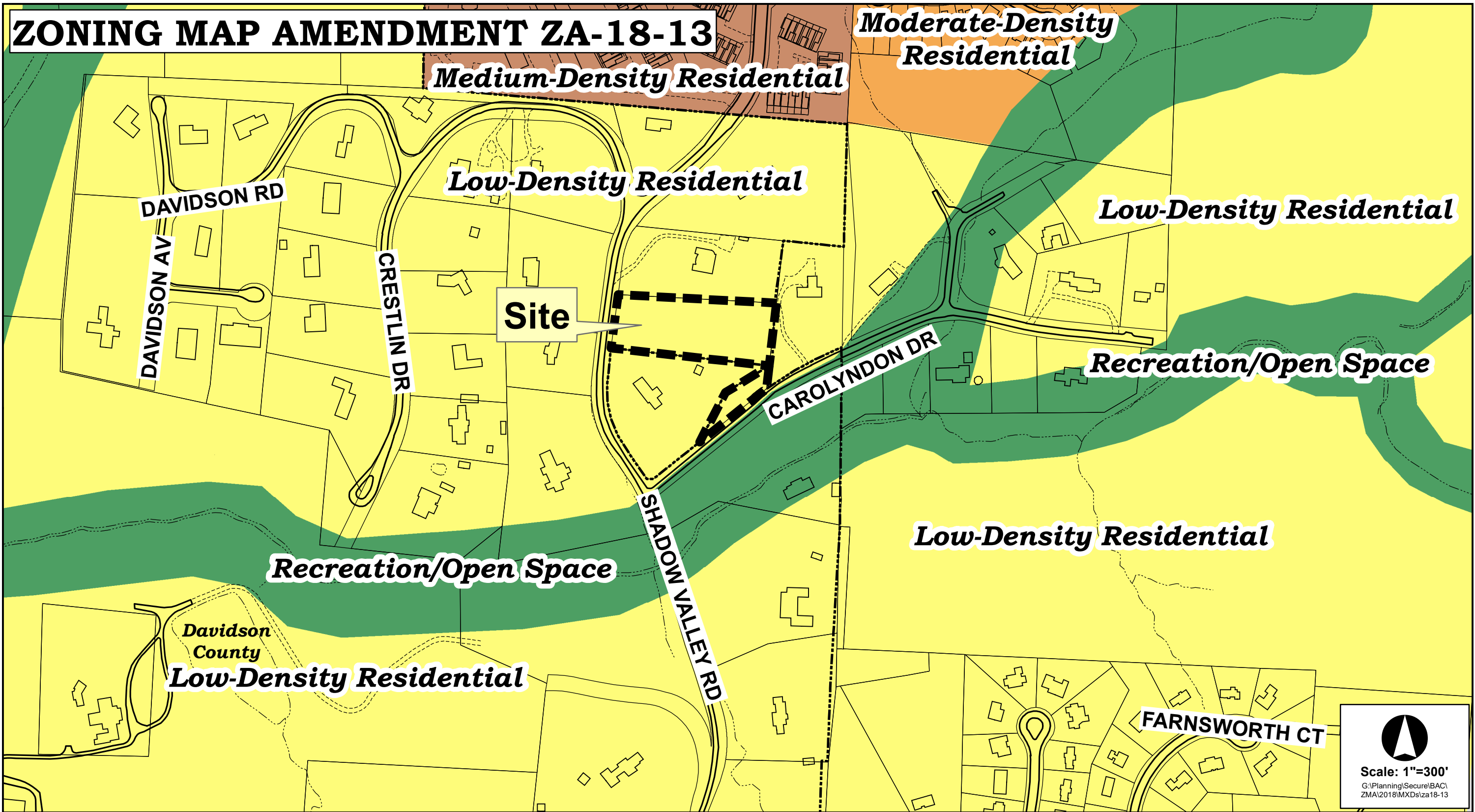

Scale: 1"=3000'
G:/Planning/Secure/BAC/ZMA
2018/MXD/za18-13-Presnt-LM

ZONING MAP AMENDMENT ZA-18-13

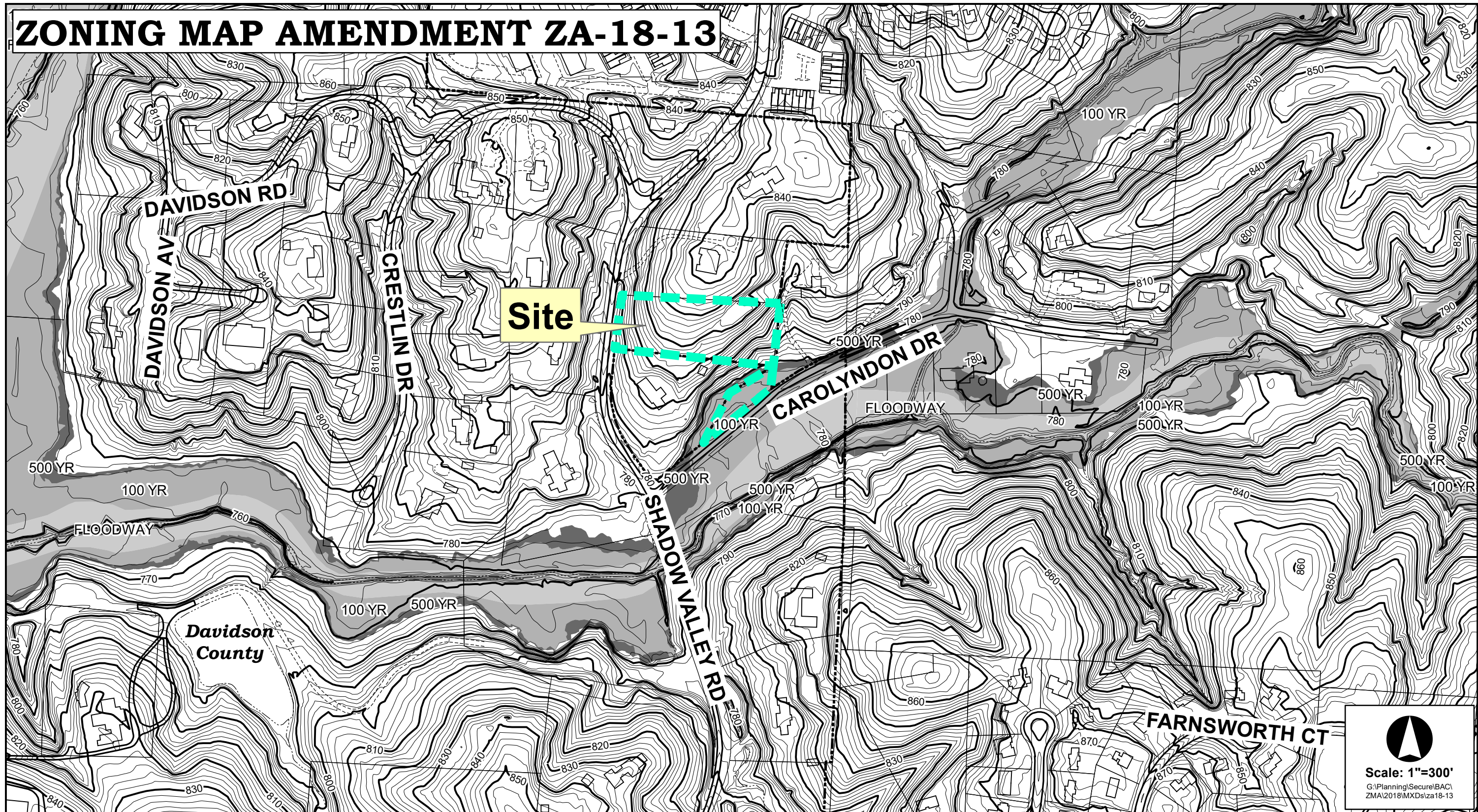


Scale: 1"=300'
G:\Planning\Secure\BAC\ZMA\2018\MXDs\za18-13

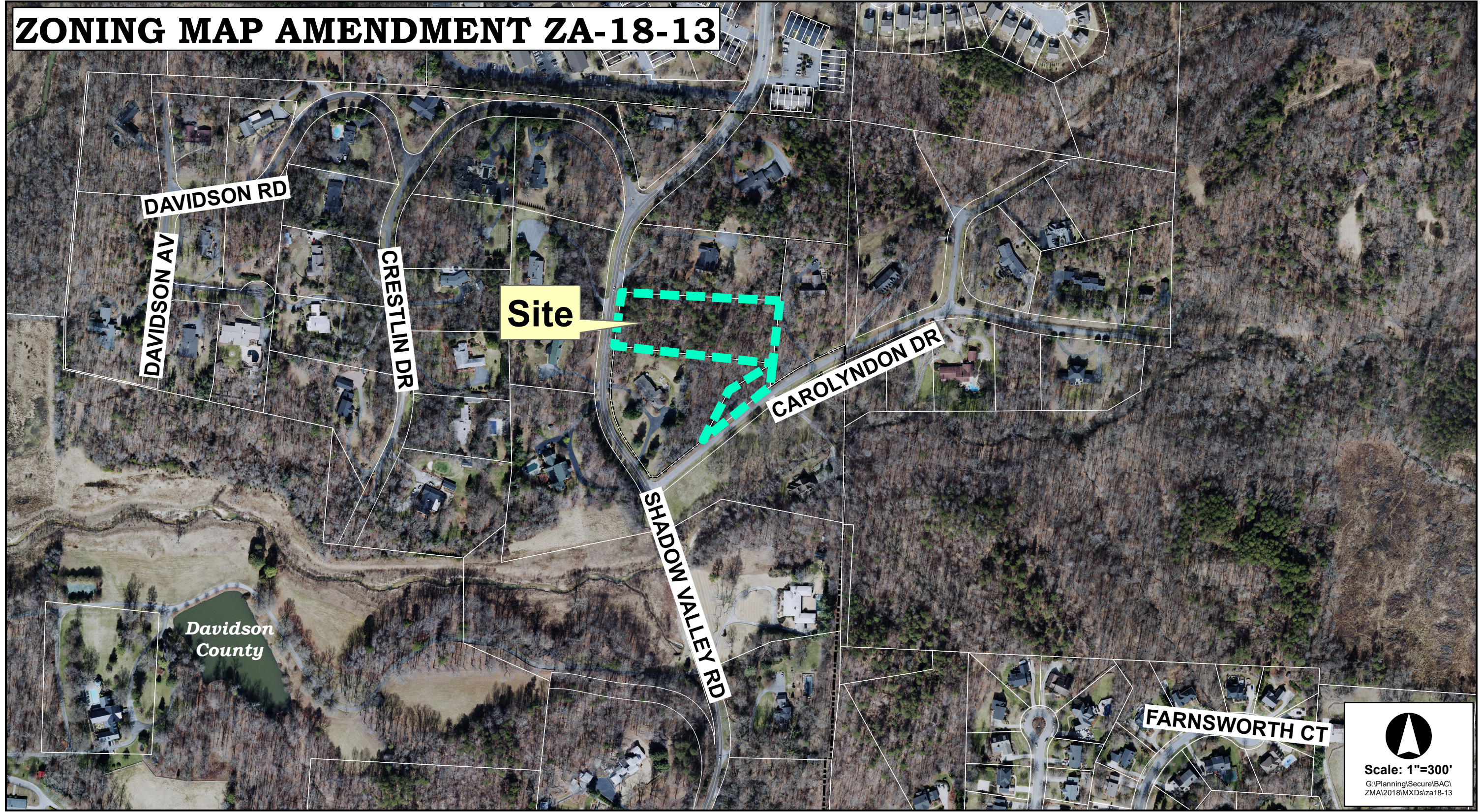
ZONING MAP AMENDMENT ZA-18-13



ZONING MAP AMENDMENT ZA-18-13



ZONING MAP AMENDMENT ZA-18-13



Scale: 1"=300'

G:\Planning\Secure\BAC\ZMA\2018\MXDs\za18-13

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 25, 2018 and before the City Council of the City of High Point on November 5, 2018 regarding **Zoning Map Amendment Case 18-13 (ZA-18-13)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on September 16, 2018, for the Planning and Zoning Commission public hearing and on October 24, 2018 and October 31, 2018, 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 5, 2018**.

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: **Residential Single Family – 3 (R-3) District**. The property is approximately 2.6 acres consisting of 1) a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive (Davidson County Tax Parcel 01008D0000002A) and 2) a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley Davidson County Tax Parcels 01008D00000013.

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.
5th day of November, 2018.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 18-13

Submitted by: Mr. Lee Bunemann

300 SHADOW VALLEY ROAD

SUMMARY OF NEIGHBORHOOD COMMUNICATION

(302 Shadow Valley, Lot 13 Carolyndon)

In lieu of a neighborhood meeting the attached letter was sent on August 27, 2018 to all property owners on the attached mailing list provided by the Planning Department.

The letter informed neighbors of the proposed annexation and re-zoning of two parcels to a Residential Single Family-3 (RS-3) District and their subsequent expected use.

As of today (9/5/18) I have been contacted by two of the neighbors who were sent the letter. Both calls were strictly informational in nature. There were NO concerns mentioned by either caller.

August 27, 2018

Dear Neighbor,

My name is Lee Bunemann and I live at 300 Shadow Valley Road. I have submitted a request to annex and establish City of High Point zoning on 2.6 acres (2 parcels) that I own lying along the east side of Shadow Valley Road and north Carolyndon Drive(**SEE ATTACHED MAP**).

My application proposes to annex these parcels into the City of High Point and to rezone them to a Residential Single Family – 3 (RS-3) District so that I can build one single family home on the 302 Shadow Valley Road property and “absorb” the Carolyndon property into my existing 300 Shadow Valley lot. The annexation and zoning request is only for my two parcels.

Per requirements of the City of High Point Development Ordinance I am sending you this letter to invite you to contact me if you have any questions. If you have any questions, please feel free to give me a call and/or leave me a message at 336-688-5004.

Thanks!

Lee Bunemann

ANDERSON WILLIAM P; ANDERSON ANGELA M
1505 CRESTLIN DRIVE
HIGH POINT NC 27262

BUNEMANN LEE M; BUNEMANN JANE E
300 SHADOW VALLEY ROAD
HIGH POINT NC 27262

EMBLER JONATHAN K
101 MARYLAND DRIVE
THOMASVILLE NC 27380

GILL JAMES E JR; GILL LINDA A
1007 CAROLYNDON
HIGH POINT NC 27260

GRAYSON EVERETTE M; GRAYSON PATRICIA
214 SHADOW VALLEY RD
HIGH POINT NC 27262

GUILFORD COUNTY
PO BOX 3427
GREENSBORO NC 27402

JOSLYN SUSAN BALCOM; JOSLYN EMERSON
ALLEN
301 SHADOW VALLEY ROAD
HIGH POINT NC 27262

KIEFER DAVID T; KIEFER KAREN H
1006 CAROLYNDON DRIVE
HIGH POINT NC 27262

MCCOY JOSHUA; COVELL KEVIN M
304 SHADOW VALLEY RD
HIGH POINT NC 27262

MILLS KRISTIN GALE; MILLS CHARLES C
303 SHADOW VALLEY DR
HIGH POINT NC 27262

PIEDMONT CHEMICAL INDUSTRIES INC
331 BURTON AVE
HIGH POINT NC 27262

SWEGER JUDITH NELLE
307 SHADOW VALLEY RD
HIGH POINT NC 27262

VALLEYFIELDS FARM INC %DAVE PHILLIPS
PO BOX 1350
HIGH POINT NC 27261

WIGGS MITCHELL P; WIGGS CAROLE W
305 SHADOW VALLEY RD
HIGH POINT NC 27262

WILLIAMS GOLD LLC
1572 BAISIN STREET
CONOVER NC 28613

YURKO, KATIA ELIZABETH ; YURKO, STEVEN
ANTHONY
1000 CAROLYNDON DR
HIGH POINT NC 27262

**AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO
DEMOLISH CERTAIN PROPERTY PURSUANT TO CHAPTER 160A, ARTICLE 19
OF THE GENERAL STATUTES OF NORTH CAROLINA.**

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the Owner of following described property was ordered to repair and bring into compliance with the North Carolina State Building Code or demolish and remove the Building and clean and clear the site no later than April 3, 2018, and it further finds as a fact that the owner has failed to comply with said Order.

SECTION 2: No appeal of the inspector's order was taken and the Owner has failed and/or refused to take corrective action.

SECTION 3: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with Code of Ordinances; and Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

2435 W. English Street
High Point NC 27260

OWNERS

First Line Active Wear
2435 W. English Street
High Point NC 27260

SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council

This the 5th day of November 2018.

Lisa B. Vierling, City Clerk



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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5th 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX, Page 88 (Ordinance No. 7459/18-88), of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 7th day of March 2019.



Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 7th day of March 2019.



Amy Hannah Myers
Amy Hannah Myers, Notary Public

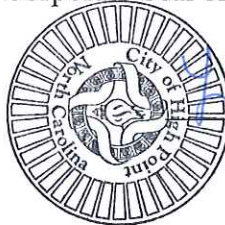
Commission Expires: 4/30/2020

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.

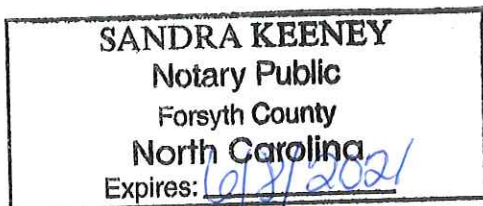


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Sandra Keeney, 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 6th day of November 2018.



Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021

**AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO
DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF
NORTH CAROLINA.**

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the Owner of following described property was ordered to repair and bring into compliance with the North Carolina State Building Code or demolish and remove the Building and clean and clear the site no later than 01/05/2019, and it further finds as a fact that the owner has failed to comply with said Order.

SECTION 2: No appeal of the inspector's order was taken and the Owner has failed and/or refused to take corrective action.

SECTION 3: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with Code of Ordinances; and Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

2435 W English Street

OWNERS

First Line Active Wear
2435 W English Street,
High Point, NC 27260

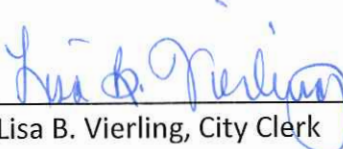
SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council

This the 5th day of November, 2018.

Attested by



Lisa B. Vierling, City Clerk





Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: **Resolution of Intent for Street Abandonment**
 Street Abandonment Case 18-02 (SA-18-02)
 (Amada North America, Inc.)

From: Lee Burnette, Planning & Development
 Director

Meeting Date: November 5, 2018

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments: A. Resolution of Intent for Street Abandonment 18-02
 B. Map of right-of-way proposed to be abandoned

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date to consider a request by Amada North America, Inc. to abandon all of the Executive Drive right-of-way. Executive Drive lies along the west side of Penny Road, approximately 820 feet north Premier Drive.

BACKGROUND:

Resolution of Intent for Street Abandonment 18-02 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council set a public hearing date of Monday, December 3, 2018 to hear this request.

Publish four (4) consecutive weeks: November 9, 16, 23 & 30, 2018

**RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(SA-18-02)**

WHEREAS, the City Council has been petitioned by Amada North America, Inc. to abandon all of the Executive Drive right-of-way.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, December 3, 2018, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

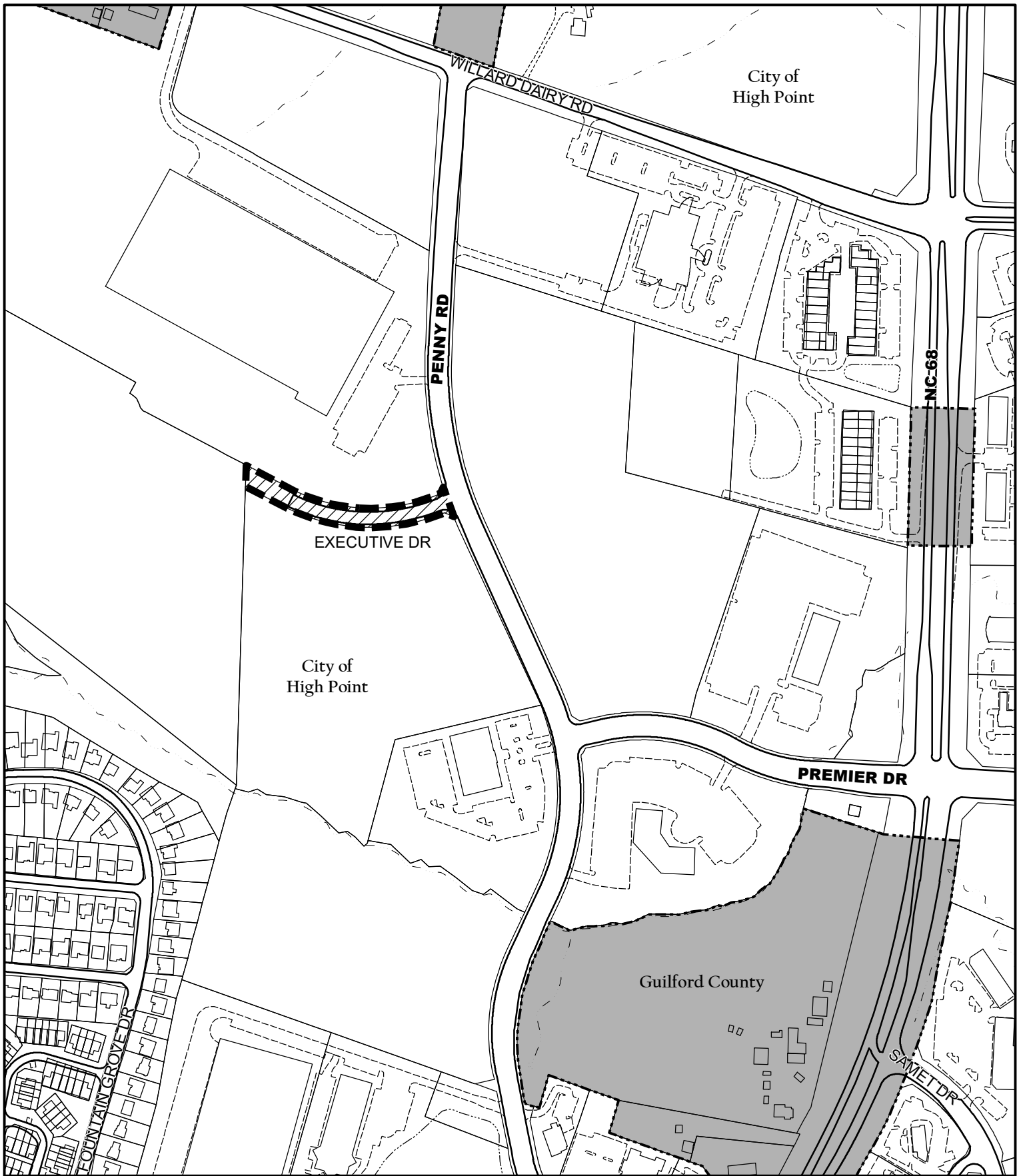
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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 5th day of November, 2018.

Lisa B. Vierling, City Clerk

Petition Submitted by: Amada North America, Inc.



STREET ABANDONMENT SA-18-02

Applicant: Amada North America, Inc.
Area: 0.93 acres

 Location of requested street abandonment

**Planning & Development
Department**

City of High Point



Scale: 1"=400'
G:\Planning\Secure\BAC\
SA\2018\MXD\sa18-02

BK: R 8102
PG: 1559-1563

RECORDED:
11-08-2018
08:41:28 AM
BY: SHEIKA WASHINGTON
ASSISTANT-HP



2018058839

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

✓Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7467/18-96

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA**

5w WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 5th day of November, 2018; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 5, 2018.

ANNEXATION DESCRIPTION

The Presbyterian Homes, Inc.
Annexation Case 18-05 (AN-18-05)

Tract 1 (40.38 acre parcel)

Beginning at a 1" iron pin located S 79°34'09" W 56.06' from a 1.5" iron pin in the northwest corner of the property of The Presbyterian Homes, Inc. (Book 4778 Page 857-PIN 6894-82-1519); thence from

the beginning point S 04°17'16" B261.87' to an iron pin set; thence S 79°56'42" W 61.95' to an iron pin set, a corner with Guilford County Open Space (Plat Book 110 Page 144-PIN 6894-72-5487); thence along and with the property lines of Guilford County Open Space and then Thetford Estates (Plat Book 110 Page 144) N 74°44'44" W 368.19' to an iron pin set, a corner with other Guilford County Open Space (Plat Book 145 Page 29-PIN 6894-72-2611); thence along and with the property line of other Guilford County Open Space (Plat Book 145 Page 29-PIN 6894-72-2611) N 75°1'10" W 374.16' to a T-Post, a corner with the property of Nelson H. Leonard and Jane D. Leonard (Book 2859 Page 981-PIN 6894-61-6819); thence along with the property lines of Leonard the following four (4) courses and distances: (1) thence N 17°56'32" W of 17732' to an iron pin set; (2) thence N 88°38'49" W 129.47' to an iron pin set; (3) thence S 88°15'11" W 100.88' to an iron pin set; and (4) thence S 86°43'11" W 94.63' to a point, a corner with the property of Timothy D. Terrell and Peggy O. Terrell (Book 4967 Page 751-PIN 6894-62-2523); thence along and with the property line of Terrell S 57°47' W 120.1' to a point, a corner with the property of Coy Idol and Helen Idol (Book 2200 Page 777-PIN 6894-63-1462); thence along and with the property line of Coy E. Idol and Helen M. Idol (Book 2200 Page 777-PIN 6894-63-1462) N 05°3'24" W crossing a 1" pinch top iron pin at 1465' and continuing an additional 1451.35' for a total distance of 1466.00' to a pinch top iron pin in the property line of other property of Coy E. Idol and Helen M. Idol (Book 2425 Page 11-PIN 6894-64-9349); thence along and with the property line of Coy E. and Helen M. Idol (Book 2425 Page 11-PIN 6894-64-9349) N 88°8'12" E 893.59' to a 1" iron pin 1" high (N:844223.42 E:1697283.32), a corner with other property of the Grantor (Book 2425 Page 9-PIN 6894-73-8853); thence along and with the property line of other property of the Grantor (Book 2425 Page 9-PIN 6894-73-8853) S 23°00'11" E 1305.00' to a point; thence S 00°0'53" E 226.83' to the point and place of beginning, having an area of 1758860.9 square feet/40.38 acres, more or less, and shown on a survey prepared by David J. Sgroi, Professional Land Surveyor, dated 04/04/18, Project 18-37.

Tax Parcel reference: 0169210

PIN: 6894-73-1359

Back Deed reference: Book 2217 Page 201

Tract 2 (20.72 acre parcel)

Beginning at a 1.5" iron pin in the northwest corner of the property of The Presbyterian Homes, Inc. (Book 4778 Page 857 – PIN 6894-82-1519), thence S 79°34'09" W 56.06' to a 1" iron pin in the property line of other property of the Grantor (Book 2217 Page 201-PIN 6894-73-1359); thence along and with other property of the Grantor the following two (2) courses and distances: (1) N 00°0'53" W 226.83' to a point and (2) N 23°00'11" W 1305.00' to a 1" iron pin 1" high (N:844223.42 E:1697283.32) in the property line of Coy E. Idol and Nancy M. Idol (Book 2425 Page 11-PIN 6894-64-9349), thence along and with the property line of Coy E. Idol and Helen M. Idol (Book 2425 Page 11-PIN 6894-64-9349) the following two (2) courses and distances: (1) S 81°10'11" E 434.69' to a 2" iron pin (N:844156.70 E:1697712.86) and (2) N 00°44'18" E 478.48' to a 2" iron pin in the property line of Cox WF and Co Inc. (Book 1607 Page 402 [Tract 1]-PIN 6894-66-9077); thence along and with the property line of Cox WF and Co Inc. and then with the property line of Kenneth A. Sampson Jr. and Janet D. Sampson (Book 4395 Page 1080-PIN 6894-95-3191) S 88°01'32" E 782.61' to a 2" iron pin, a corner with the property of The Presbyterian Homes, Inc. (Book 4738 Page 406-PIN 6894-93-7695); thence along and with the property lines of The Presbyterian Homes Inc. (Book 4738

Page 406-PIN 6894-93-7695) the following three (3) courses and distances: (1) S 32° 7' 25" W 462.63' to a square bar; (2) thence S 26° 39' 54" W 15739' to a 1" iron pin and (3) thence S 14° 34' 27" W 132238' to the point and place of beginning, having an area of 902662.8 square feet/20.72 acres, and shown on a survey prepared by David J. Sgroi, Professional Land Surveyor, dated 04/04/18, Project 18-37.

Tax Parcel reference: 0169205

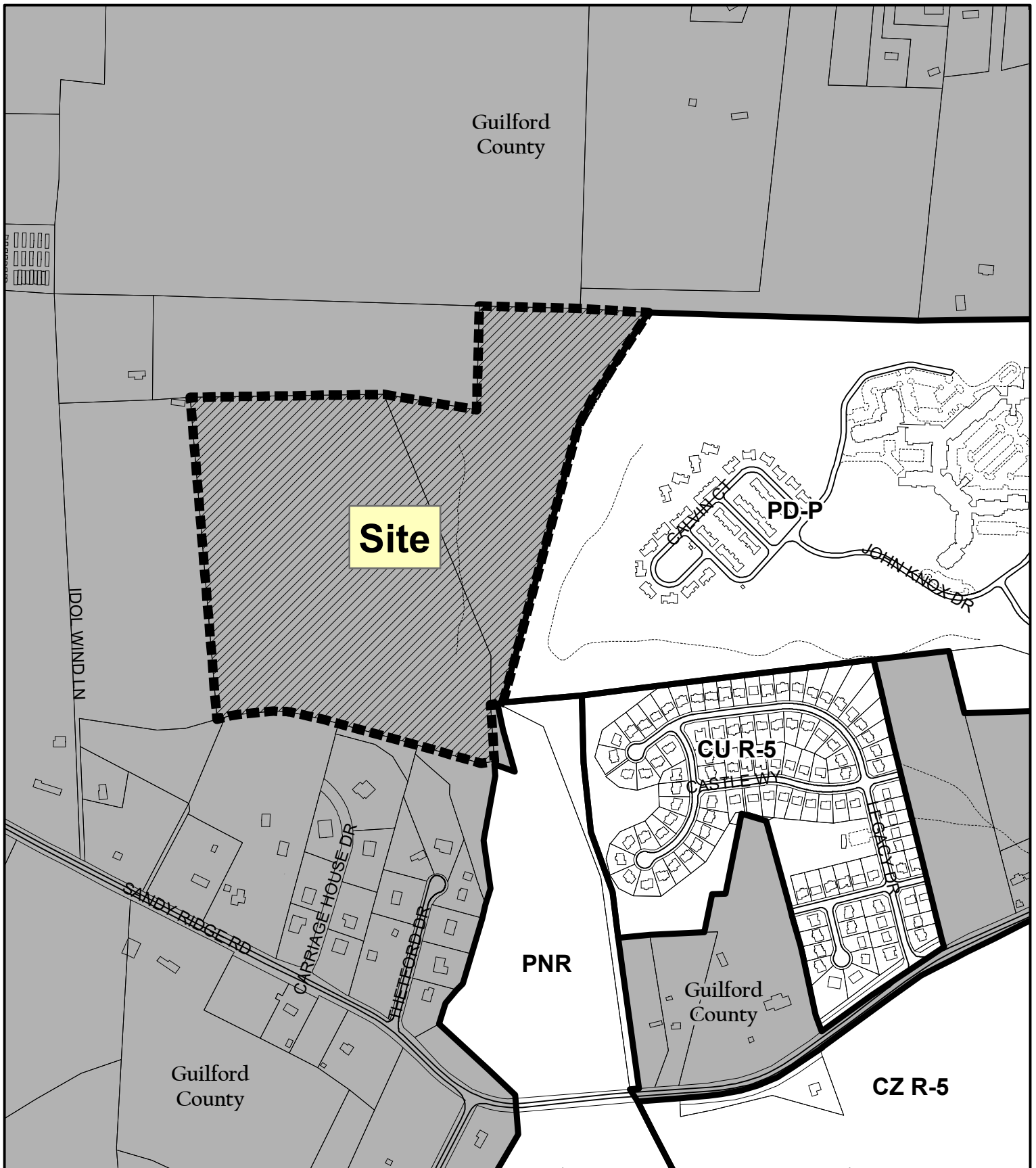
PIN: 6894-73-8853

Back Deed reference: Book 2425 Page 9

SECTION 2. Upon and after **November 5, 2018** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Davidson County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **5th** day of **November, 2018**.
Lisa B. Vierling, City Clerk



ANNEXATION REQUEST ZA-18-05

Applicant: The Presbyterian Homes, Inc.
Area: 61.1 acres

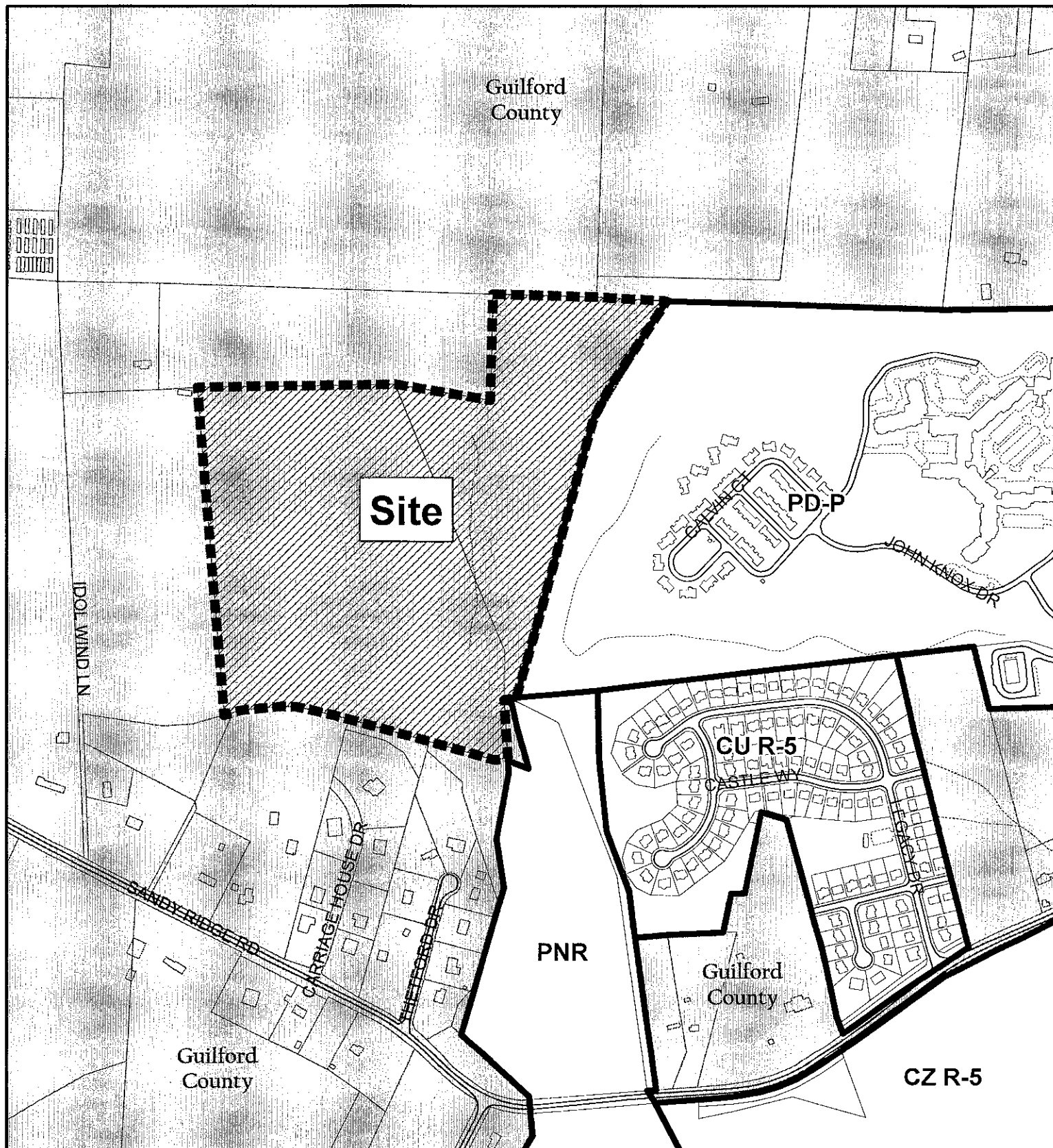
Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point



Scale: 1"=600'
 G:\Planning\Secure\BAC\ZMA\2018\MXD\sz18-05



ANNEXATION REQUEST ZA-18-05

Applicant: The Presbyterian Homes, Inc.

Area: 61.1 acres

Existing Zoning Boundary

Subject Property Boundary



Planning & Development
Department

City of High Point



Scale: 1"=600'

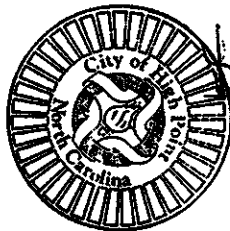
G:\Planning\Secure\BAC\ZMA\2018\MXD\za18-05

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.



Lisa B. Vierling
Lisa B. Vierling, City Clerk

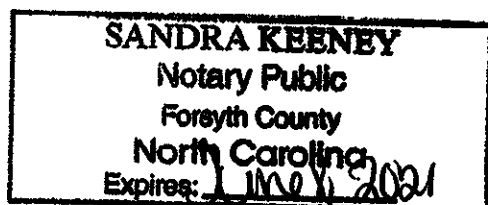
ACKNOWLEDGEMENT

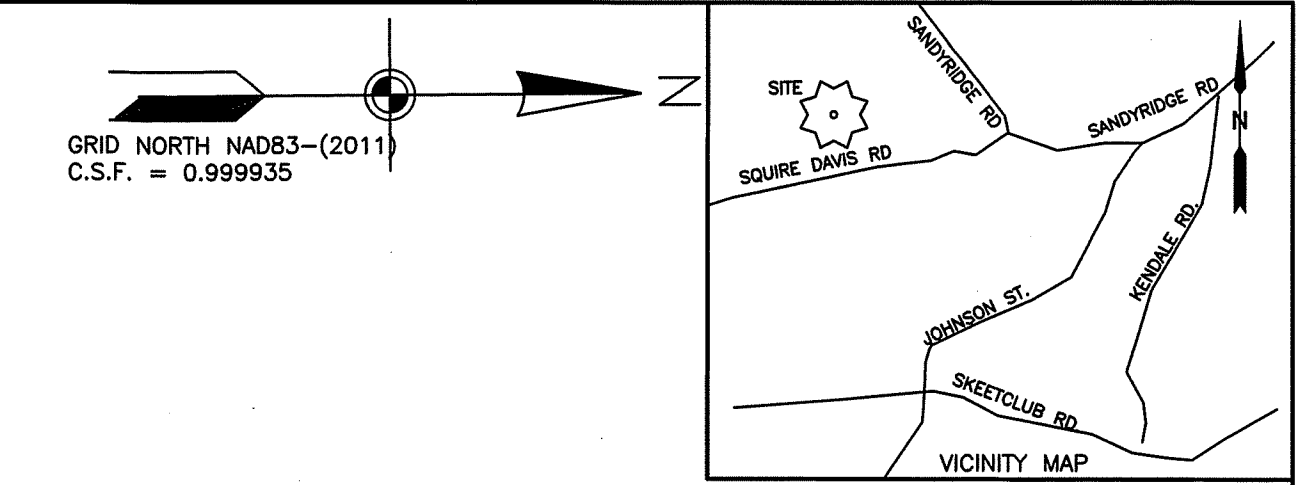
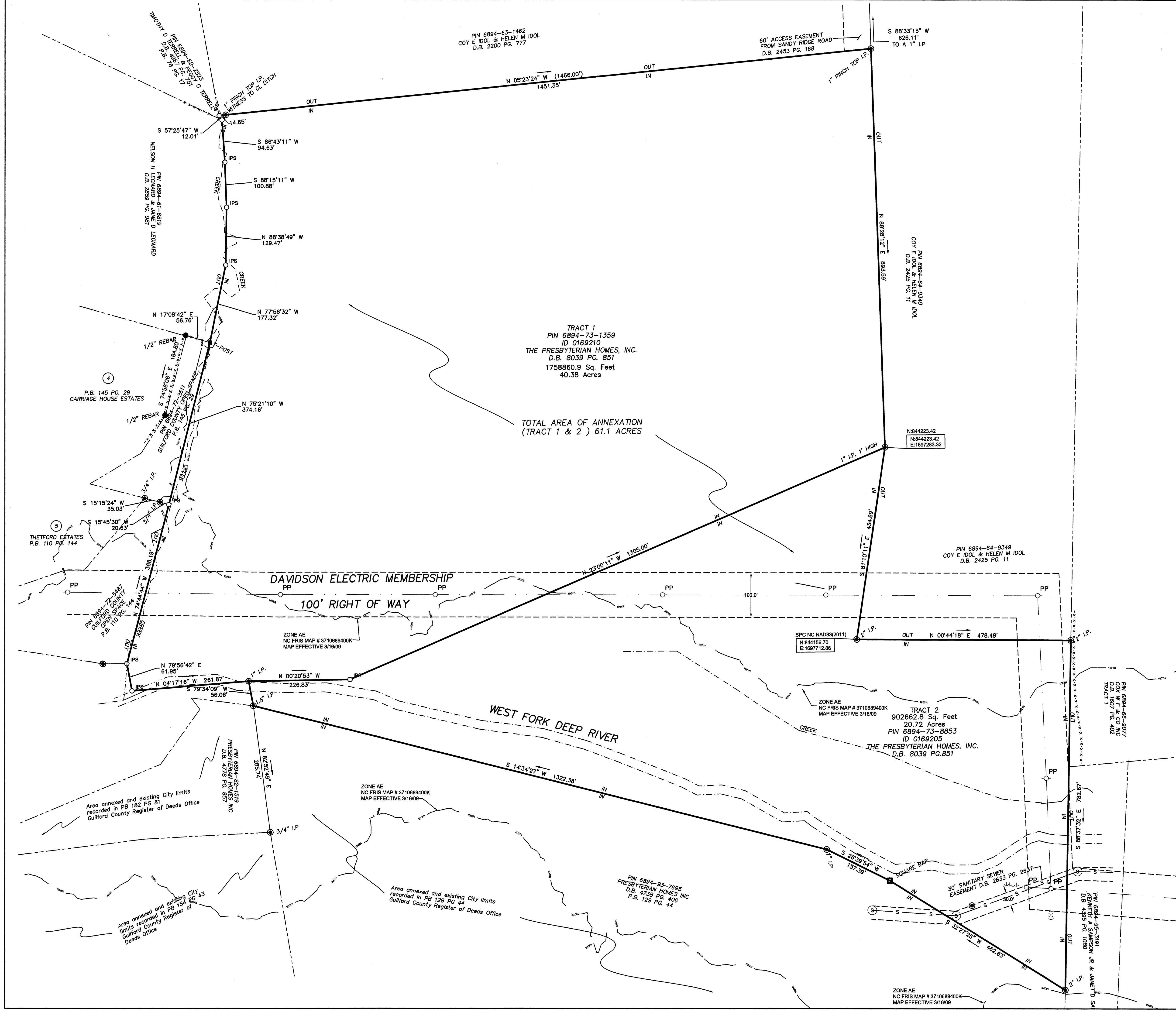
I, Sandra Keeney, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing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

WITNESS my hand and official Notarial Seal, this 6th day of November 2018.

Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021





City Council Annexation Approval
The Annexation Ordinance for this property was approved by High Point City Council on NOV. 5, 2018 with the effective date of annexation being NOV. 5, 2018 and the following Ordinance number 7467/18-96
Signed: [Signature] Mayor

SURVEYOR
I, David J. Sgroi, PLS, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8039, page 851, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 8039, page 851; that the ratio of precision as calculated is 1:15,000 +/-; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 5th day of November, A.D., 2018.
[Signature]
Professional Land Surveyor License Number 2-3681
NOV 5, 2018



Certificate of Purpose of Plat
d. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

Statement That No Approval is Required by NCDOT Division of Highways This plat does not require certificate of approval by the N.C. Division of Highways as provided in G.S.136- 102.6, Subsection (g).

Airport Overlay District Notice
This property is located within the City of High Point Airport Overlay District and is subject to aircraft overflights and to aircraft noise that may be objectionable dependent upon the use and location of the property. Please refer to the city's Airport Overlay District regulations and the City of High Point Department of Planning & Development for more information on potential noise impacts. The owner(s) of this subdivision are required to provide notification that this property is within the Airport Overlay District to all prospective lot purchasers, by means of a written disclosure statement.

NC GRID TIE
I, David J. Sgroi, certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey
Class of survey: Class A
Positional accuracy: 0.05'
Type of GPS (or GNSS) field procedure: NC VRS
Date(s) of survey : JUNE 1, 2016
Datum/Epoch : NAD 83 (2011)
Published/fixed control: VRS
Geoid model: (12a)
Combined grid factor: 0.999949985
Units : U.S. Feet

- NOTES:**
1. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
 2. ALL DISTANCES ARE HORIZONTAL GROUND.
 3. ALL BEARINGS ARE GRID BEARINGS.
 4. AREA COMPUTED BY COORDINATE GEOMETRY.
 5. PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS BY NC FLOOD MAP 3710689200K, EFFECTIVE DATE MARCH 18, 2009 .
 6. PROPERTY IS LOCATED IN OAK HOLLOW GENERAL WATERSHED AREA .
 7. AREA TO BE ANNEXED.
TRACT 1 - GUILFORD COUNTY TAX PARCEL 0169210(40.38 ACRES).
TRACT 2 - GUILFORD COUNTY TAX PARCEL 0169205 (20.72 ACRES).
TOTAL AREA 61.1 ACRES

LEGEND
These standard symbols will be found in the drawing.

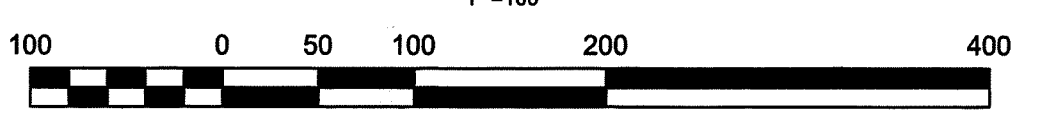
PK NAIL	⊗
NEW IRON PIPE	⊙
EXISTING IRON PIPE (IP)	⊕
REBAR	⦿
FIRE HYDRANT	⦿
POWER POLE	⦿
BOUNDARY	---
DEED/PLAT	---

1" = 100'

BK: P 198
PG: 116-118
RECORDED
11-08-2018
08:41:25 AM
BY: SHERA WASHINGTON
ASSISTANT HP

2018058836
GUILFORD COUNTY, NC
JEFF L. THORPE
REGISTER OF DEEDS

NC FEE \$21.00



**ANNEXATION MAP FOR:
PRESBYTERIAN HOMES INC.
SANDY RIDGE ROAD**

HIGH POINT , N.C.	DEEP RIVER TOWNSHIP	GUILFORD COUNTY
PROJECT NO: 2018-37	S Sgroi LAND SURVEYING, PLLC.	
DRAWN BY: DJS	145 W. PARRIS AVE. , SUITE 101	
DATE: OCTOBER 2, 2018	HIGH POINT N.C. 27262	
REV DATE:	336-885-1366	
	COMPANY REGISTRATION P-0136	

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –834 Putnam St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/5/18

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 834 Putnam Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 7/12/18. No action occurred by the compliance date of 8/13/18. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

834 Putnam St.

OWNER:

Heirs of Winifred Holdren

**REASON FOR
INSPECTION:**

Received complaint of someone living in the house without utilities

**FIRST
INSPECTION:
5/11/18**

Summary of Major Violations
1. Repair or replace rear porch
2. Repair or replace electrical service
3. Repair or replace heating system
4. Repair or replace plumbing
5. Repair or replace deteriorated soffit and rotten fascia board

**HEARING
RESULTS:
5/25/18**

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

**ORDER(S)
ISSUED:
7/12/18**

Order to Repair or Demolish
Date of Compliance 8/13/18

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

None



834 Putnam Street

Site

Scale: 1"=200'

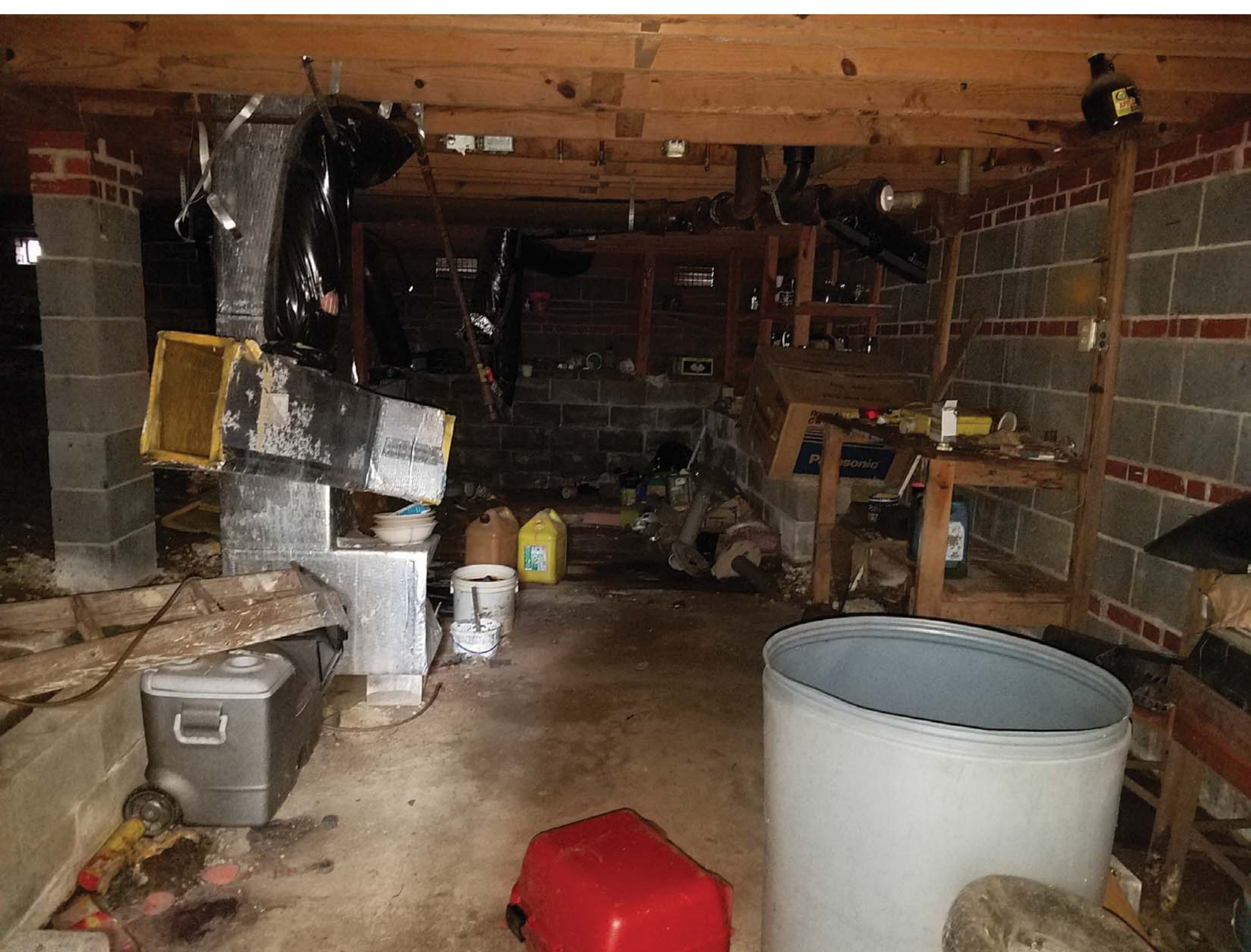
G:\Planning\Secure\ba-pz\inspections\PresentMap200.mxd

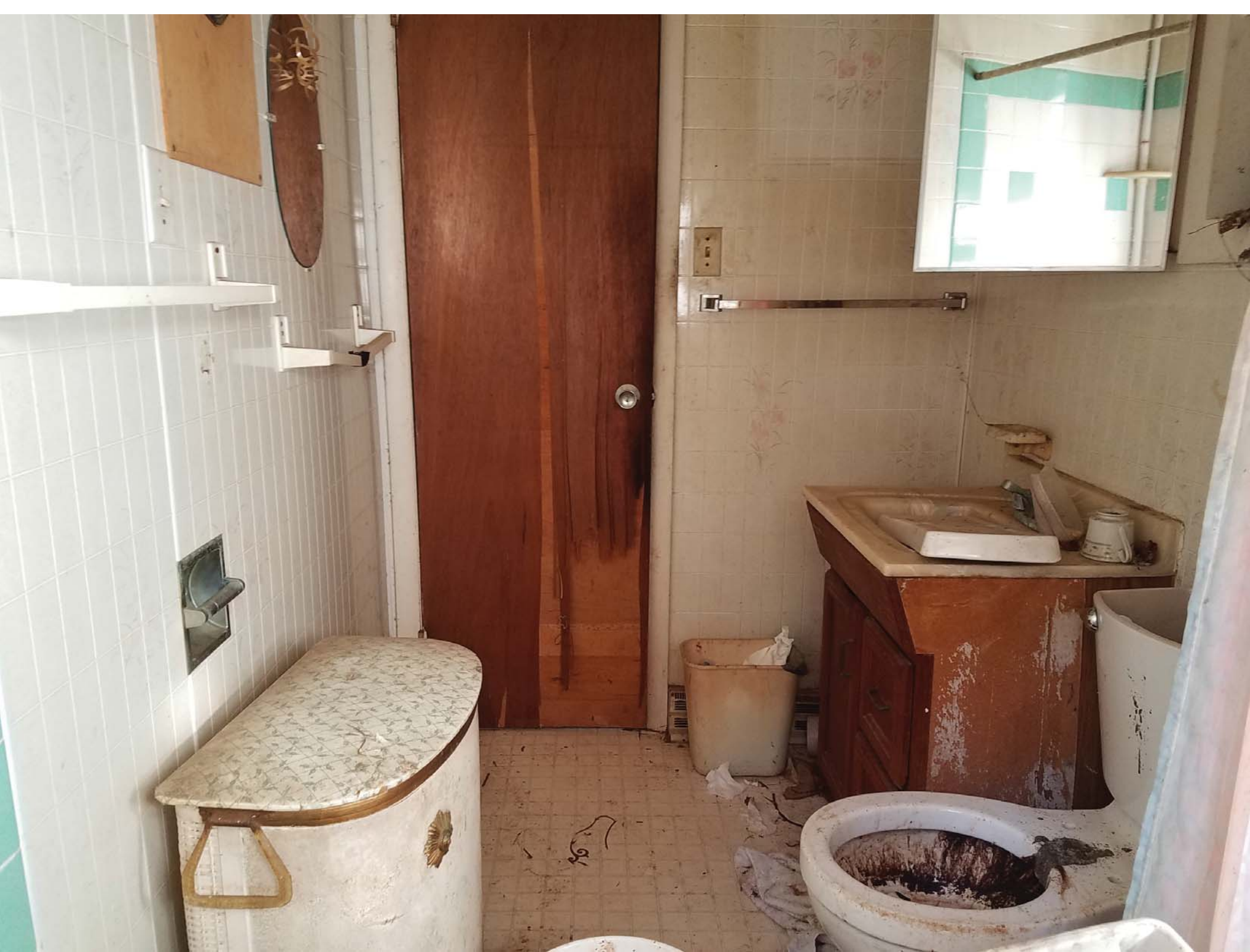














Public Hearing for HUD Section 108 Application

November 5, 2018



Section 108 Program Overview

- Allows local governments to borrow 5 times their annual CDBG allocation.
- Project activity must be eligible under CDBG regulations.
- City will agree to pledge its current and future CDBG funds for security.
- Section 108 obligations are financed through underwritten public offerings.
- Financing between public offerings is provided through an interim lending facility established by HUD.
- Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%).
- Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount.

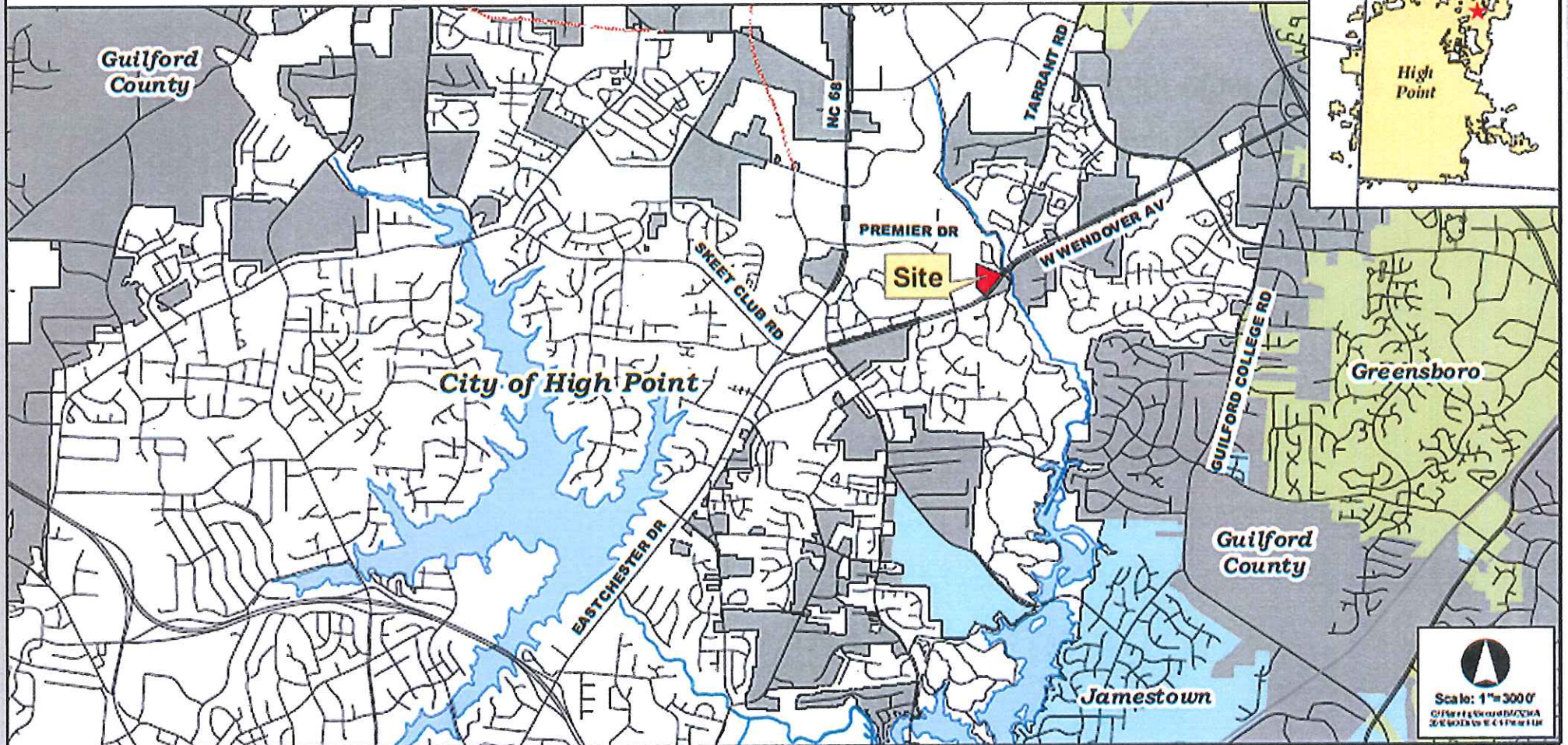
HUD Section 108 Loan Application

- Resources will be used in support of an upcoming multi-family housing development(s).
- Avondale Trace will be the fourth development utilizing Section 108 funds.
- Estimated borrowing capacity:
 - 2018 CDBG allocation of \$932,192 x 5 = \$4,660,960
 - Outstanding principal balances = \$3,664,000 (Addington Ridge, Kirkwood Crossing & Hartley Ridge)
 - Estimated section 108 eligible borrowing capacity = \$4,660,960 – 3,664,000 = \$996,960
- Will request the full eligible Section 108 Loan allocation in the amount of \$996,960
- Section 108 funds will effectively add \$1 million to our affordable housing resources.
- HOME program funds in the amount of \$650,000 will be reallocated for other housing

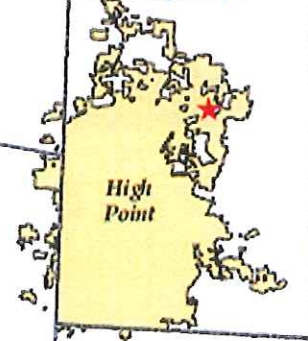
LOCATION MAP

ZONING MAP AMENDMENT ZA-18-01

Applicant: Wynnfield Properties, Inc.



Vicinity Map



Avondale Trace Apartments

- 5206 W. Wendover Avenue
- 72 multi-family apartments
- 7.75 acre site
- Unit Mix:
 - (12) 1-BR @ 705 sq ft
 - (36) 2-BR @ 967 sq ft
 - (24) 3-BR units @ 1,134 sq ft
- Estimated cost = \$12,648,710
- Requested CHP loan = \$650,000
- Monthly rents range from \$235 to \$795

**Project received the maximum site score possible from NCHFA*



Building Elevation



Michael E. McNair
M.P.A., HDFP, EDFP
Director, Community Development Department
336-883-3676
Michael.McNair@highpointnc.gov



CITY OF HIGH POINT

AGENDA ITEM

**Title: HUD Section 108 Loan Application****From:** Michael E. McNair, Director**Public Hearing:** Yes**Attachments:**

Site Plan

Advertisement

Meeting Date: 11/5/2018**Advertising Date:** 11/1/2018**Advertised By:** High Point Enterprise

PURPOSE:

Reprogram the source of a loan previously authorized by Council in the amount of \$650,000 to Wynnefield Properties to construct Avondale Trace apartments (72 units). HUD Section 108 funds would be utilized instead of HOME Investment Partnership Program funds. The HOME funds could then be reallocated to other local affordable housing activities.

BACKGROUND:

The increase in our 2018-19 CDBG allocation (by \$105,997) also resulted a greater borrowing capacity for HUD Section 108. Entitlement cities are eligible to borrow up to five times their allocation less any outstanding debt. However, an application couldn't be submitted before the action plan was approved by HUD and the grant agreement was executed by all by both parties. Since those required steps have occurred, the current eligible section 108 borrowing capacity for the City is estimated to be \$996,960. This request was reviewed with the Community Housing Neighborhood Development and Public Safety Committee and the Citizens Advisory Council.

BUDGET IMPACT:

The 2018-19 Annual Plan budget would be increased in the amount of \$996,960 upon completion of the application process and an award letter from HUD. \$650,000 of the Section 108 proceeds would be reserved for Avondale Trace Apartments. The remaining \$346,960 in Section 108 authorization would be reserved for a future LIHTC development expected to be part of the 2019-20 Annual Action Plan.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends authorizing staff to prepare a section 108 loan application for HUD approval and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Avondale Trace Site Plan

- 5206 W. Wendover Avenue
- 72 multi-family apartments
- Mixture of 1-BR, 2-BR and 3-BR units
- Estimated cost = \$12,648,710
- Approved CHP loan = \$650,000
- Monthly rents range from \$235 to \$795
- *Project received the maximum site score possible from NCHFA



**CITY OF HIGH POINT
NOTICE OF PUBLIC HEARING
PUBLIC REVIEW AND COMMENT PERIOD
DRAFT SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION
& AMENDMENTS TO THE 2015-2019 CONSOLIDATED PLAN
AND 2018-2019 ANNUAL ACTION PLAN**

ACTION: Notice is hereby given that a Section 108 Loan Guarantee Program application has been drafted by the Community Development and Housing Department.

SUMMARY: The City of High Point intends to submit an application for a Section 108 loan allocation to the U.S. Department of Housing & Urban Development (HUD) in support of a proposed multi-family housing development. The application is in keeping with the Section 108 project eligibility requirements as outlined in 24 CFR 570.703, which includes acquisition of real property; and construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements).

COMMENT PERIOD: Under HUD regulations, this Section 108 application constitutes a substantial amendment to the City's 2015-2019 Consolidated Plan and 2018-2019 Annual Action Plan. Substantial amendments require a 30-day comment period to receive citizen input on the amendment. Comments concerning the amendment stated in this notice should be made during the required comment period. The comment period is from Thursday, November 1, 2018 to Friday, November 30, 2018.

AVAILABILITY OF REVIEW MATERIALS: Copies of the Section 108 loan application, which includes the City's Consolidated Plan and Annual Action Plan amendments, will be available for public review and comment beginning Thursday, November 1, 2018 at the following locations:

- Community Development & Housing Department, 211 S. Hamilton Street, Suite 312, 3rd Floor (City Hall)
- High Point Housing Authority, 500 E. Russell Street
- YWCA, 1112 Gatewood Avenue
- High Point Public Library, 901 N. Main Street
- Community and Neighborhood Development Center, 201 Fourth Street

In addition, the document can be viewed on our website at www.highpointnc.gov/cd.

PUBLIC HEARINGS: The first public hearing for the Section 108 loan application, Consolidated Plan amendment, and Annual Action Plan amendment will be held Monday, November 5, 2018 at 5:30 p.m. before City Council during their regularly scheduled meeting in the City Council Chambers located at City Hall (211 S. Hamilton Street, High Point, NC 27260).

After the 30-day review and comment period has ended, a second public hearing on these documents will be held Monday, December 3, 2018 at 5:30 p.m. before City Council during their regularly scheduled meeting in the City Council Chambers located at City Hall (211 S. Hamilton

Street, High Point, NC 27260). At the close of the public hearing, the City of High Point will move forward with the process for formal approval of the application and submission to HUD.

Persons with disabilities or who otherwise need assistance should contact Cindy Duncan-Smith at (336) 883-3293 in advance of the public hearing.

WRITTEN COMMENTS: The City of High Point will receive written comments until 5:00 p.m., November 30, 2018. Comments can be sent via email to Thanena Wilson at thanena.wilson@highpointnc.gov, by fax to (336) 883-3355, or mailed to City of High Point Community Development Department, Attn: Thanena Wilson (Public Comment), P. O. Box 230, High Point, NC 27261. All mailed comments must be received in our office no later than November 30, 2018.

Si necesita esta información en español, por favor póngase en contacto con Thanena Wilson (336) 883-3351.

Profile

WILLIAM

First Name

POPE JR

Last Name

dp61entertainment@gmail.com

Email Address

2910 INGLESIDE DRIVE

Street Address

Suite or Apt

HIGH POINT

City

NC

State

27265

Postal Code

What district do you live in? *

☒ Within High Point Corporate Limits

Home: (336) 875-2601

Primary Phone

Home:

Alternate Phone

QUEST DIAGNOSTICS

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Citizens Advisory Council: Submitted

Economic Development Corporation: Submitted

Housing Authority Board: Submitted

Planning & Zoning Commission: Submitted

Guilford County Historic Preservation Commission: Submitted

Board of Alcoholic Control: Submitted

4th

Ward you reside in?

Interests & Experiences

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

I am a member of High Point Community Against Violence, i started Photos with police for Peace to help bring the communities and law enforcement closer together. Presently attempting to get Operation Pride High Point,GSO,Winston Salem off the ground. It is a scared straight type of program without the intensity of going into a prison or jail. The program would bring teens and children and young adults together across all cultures and economic backgrounds to help re enforce the idea that violence is immoral and will not be tolerated as the consequences of violence are forever and unchangeable.

[New Resume_2017.docx](#)

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

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

Gender

☒ Male

William F Pope Jr.
2910 Ingleside Drive
High Point, North Carolina
(336) 875-2601
dp61entertainment@gmail.com

Objective: To obtain a challenging and rewarding position with a stable and growing company.

QUEST DIAGNOSTICS **888-664-7601**
GREENSBORO, NC **Mgr. Terry Cooley 336-664-6100**
CSR 1:5/1/2017 TO PRESENT
DUTIES: Inbound and outbound calls to clients regarding patient results, test issues
Faxing results and troubleshooting orders. Also stat and critical result reporting

Work Experience:
Wayfair.com/ Randstad Staffing **(336) 294-7674**
Greensboro, NC.
Freight Loader: 6/2016 to 2/2017
Duties: picking and loading freight of various sizes onto tractor trailers.

IBM/Pepsi / Experis Manpower. **Mgr. Shane Simmons (336)-896-5803**
Winston Salem, NC.
Trade Collections Specialist: 9/8/14 to 11/15/15
Duties: Commercial collections for Pepsi products. Calling large and small companies, restaurant chains, supermarkets, colleges across all time zones. Collection efforts focused on overdue invoices from 30 to 120 days. Performed invoice research, payment arrangements only in special circumstances. Inbound and outbound calls. required to make 45-50 outbound calls each day. Awarded certificate for exceptional customer service and collection efforts. High outbound call center environment.

Capital Bank NA. **Supr. Bill Barker (336) 794-7817**
Winston Salem NC
Collection Specialist II: 8/20/12 to 4/30/14
Duties: calling on past due mortgages, home equity lines of credit and auto installment loans. Sent collection letters, decided when foreclosure was necessary, worked with special assets officers and loss mitigation specialist to cure accounts. Arranged payment schedules when applicable and repossessions of autos when necessary.
High call volume in a call center environment, daily call target 80 calls per day
Accomplishments: Trained all new collectors, assisted in hiring decisions, assisted in establishing the collection department's positive attitude and trained collectors on the FDCPA

American Express Company **Supr. Shelly Perdue (336) 668-5000**
Greensboro, NC.

Customer Care Professional: 9/21/09 to 7/01/11

Duties: Collection of Amex credit cards, arranging check payments by phone and establishing payment arrangements when needed, emphasis on getting as much money in house that day as possible, while concentrating on preventing further delinquency. Collections on 30, 60, 90 days. High call volume in a call center environment.

Accomplishments: achieved top 5-10% performance rating every month, awarded a pay raise after each employee evaluation. Received bonus every month.

**Citi Card Services
Mcleansville NC.**

Supr. Tonya Arrington

Sales, Customer Service: 11/15/07 to 7/2009

Duties: performed all aspects of credit card customer service for the SEARS Mastercard and Visa portfolio, opened new accounts, processed credit card limit increases, assisted stores with point of sale transactions, handled incoming calls only and sold credit card enhancements at every opportunity. High call center volume environment. Accomplishments: achieved top 10% in sales every month of my tenure and received bonus each month.

Guilford Child Development, Greensboro NC. Supr. Mrs. Wanda (336) 378-7000

Lead Head start Teacher 12/2005 to 12/2006

Duties: Lead teacher of 4 and 5 year olds, class size 20-24 students, developed daily lesson plans as well as maintained a written record of all students daily developmental progress. Conducted home visits to ascertain the child's home environment. Served meals and supervised two teacher assistants.

Accomplishments: received certificate of recognition for outstanding service.

John Glenn Associates, Garden City NY. Asst. Collection Manager 6/03 to 10/05

Sharinn & Lipshie Attorneys, Garden City NY. Legal Collector 3/01 to 10/02

Modern Medical Systems, Farmingdale, NY. Credit/Collections Manager 1/99 to 6/02

Nassau County Department of Social Services Mineola NY. Social worker 1992 to 1999

Education:

Guilford College, Greensboro NC.

9/2013 to present

Major: Political Science

current GPA. 3.21

Wagner College, Staten island NY.

9/1986 to 5/1987

Major: Political Science, Public Administration

Keystone College, La Plume PA.

7/1984 to 5/1986

Major: Liberal Arts

Degree: AA Liberal Arts, Varsity Basketball, School newspaper, Yearbook staff

United States Army Reserves

1981 to 1986 Honorable Discharge

Freeport High School, Freeport NY.

High School Diploma, Varsity Basketball and Varsity Track and field
1979 to 1983

CITY OF HIGH POINT

AGENDA ITEM



Title: Minor Amendment to Special Use 17-02
(Heal-Our-Hero's)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: No

Advertising Date: Not Applicable

Advertised By: Not Applicable

Attachments: Memorandum

PURPOSE:

A Minor Amendment to Special Use 17-02 to revise the use of Buildings B, C and D in the adopted SU permit. The site is lying at the northeastern and southeastern corner of Bridges Drive and Futrelle Drive.

BACKGROUND:

Memorandum explaining the request is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of the requested Minor Amendment to Special Use 17-02.

Planning & Development



To: Honorable Mayor & City Council
From: Herbert Shannon Jr, AICP Senior Planner
Date: November 5, 2018
Subject: **Minor Amendment to Special Use 17-02**
Heal-Our-Heroes

Background Information

In January 2018, the High Point City Council approved Special Use 17-02 (SU-17-02), submitted by Heal-Our-Heroes, to allow a Major Social Service use in the Office Institutional (OI) District. This 7.2-acre site is located at the northeastern and southeastern corners of Bridges Drive and Futrelle Drive. The social service use type falls under the residential use classification and is defined as a facility with support and supervisory personnel that provides temporary room and board, housekeeping, personal care, or rehabilitation services for those needing emergency services, post-incarceration services, or drug or alcohol rehabilitation assistance (but not including those with mental illness who are dangerous to others).

This Special Use approval allowed Heal-Our-Heroes to repurpose the former John Wesley religious camp into a veteran's resource center. Former camp buildings are to be renovated and reused in the following manner:

- Housing (dormitories and caretaker & maintenance staff cottages)
- Offices, computer labs and classrooms
- Assembly/meeting hall
- Bathhouse
- Dining Hall
- Storage structures

Analysis

Council approval for SU-17-02 included two plans (Option #1 and Option #2) depicting the manner in which buildings on the property may be used. Heal-Our Heroes has requested that Building B (830± sq. ft. structure) approved for office use, Building C (275± sq. ft structure) approved for bath house/laundry and Building D (460± sq. ft structure) approved for a computer lab, also be approved to permit housing as an allowable use. Subject to meeting NC Building Code requirements, up to four persons are proposed to be housed in each structure.

The Development Ordinance permits the City Council to approve a minor change to a previously adopted Special Use without a recommendation from the P&Z and without a public hearing. A minor change includes changes to conditions or associated site plan which will result in equal or better performance and that do not alter the objectives and purposes of the special use.

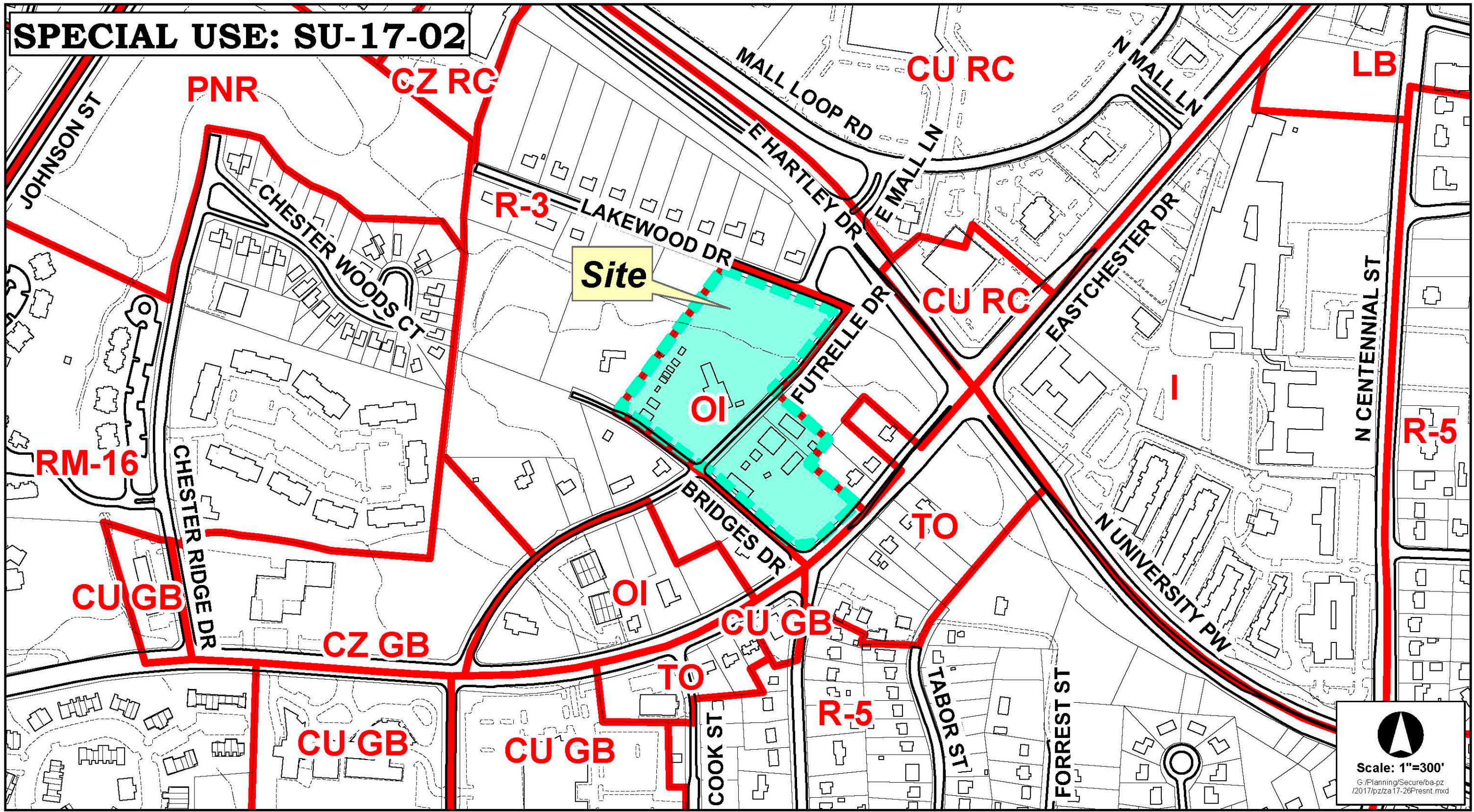
The current approval for SU-17-02 includes housing of those people receiving assistance. The size of these structures, along with requirements of the NC State Building Code, will limit the number of people that may be housed in these three structures. Finally, the requested option to use these structures for housing will not significantly increase the intensity of use on the site.

Recommendation

Staff recommends approval of this requested minor amendment because:

1. It qualifies as a minor amendment as it will result in equal or better performance and it will not alter the objectives and purpose of the special use; and
2. Approval of the minor amendment will not change the findings used to initially approve SU-17-02.

SPECIAL USE: SU-17-02



Scale: 1"=300'
G:\Planning\Secure\ba-pz
/2017/pz/za17-26Presnt.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 18-04
(Lee Bunemann and Jane Bunemann)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 19, 2018

Advertised By: Planning & Development

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance Adoption

PURPOSE:

A request by Lee Bunemann and Jane Bunemann to consider a voluntary contiguous annexation of approximately 2.6 acres. The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley.

BACKGROUND:

The staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends *approval* of Annexation Case 18-04.

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

**STAFF REPORT
ANNEXATION 18-04
November 5, 2018**

Request	
Applicant: Lee Bunemann	Owners: Lee Bunemann and Jane Bunemann
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Map Amendment 18-13

Site Information	
Location:	The request consists of a 2.3-acre parcel lying along the east side of Shadow Valley Road, approximately 500 feet north of Carolyndon Drive and a 0.3-acre parcel lying along the north side of Carolyndon Drive, approximately 275 feet east of Shadow Valley.
Tax Parcel Numbers:	Davidson County Tax Parcels 01008D0000002A and 01008D00000013
Site Acreage:	Approximately 2.6 acres
Current Land Use:	Undeveloped
Current Fire District:	The site is currently in the Hasty Rural Fire District. If annexed, the property will be served by the City of High Point Fire Department.
Proposed Development:	Single family detached dwelling.
Proposed Unit Type, Number and Average Value:	One single family dwelling is proposed to be built.
Proposed Build-out Schedule:	Approximately one year.
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 4. If approved, the annexation area will be part of Ward 4.
Physical Characteristics:	The site is heavily wooded with a moderately sloping terrain.
Water and Sewer Proximity:	A 15-inch City sewer line lies adjacent to the site along Carolyndon Drive.
General Drainage and Watershed:	The site drains in a general southerly direction and is within the Yadkin Pee-Dee (non-water supply) watershed.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	RS	Low Density Residential District (Davidson County)	Single family dwelling
South:	R-3	Residential Single Family - 3 District	Single family dwelling
East:	R-3	Residential Single Family - 3 District	Single family dwelling
West:	RS	Low Density Residential District (Davidson County)	Single family swelling

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Shadow Valley Road	Collector Street	450 ft.
	Carolynndon Drive	Local Street	215 Ft.
Vehicular Access:	Driveway access will be provided from Shadow Valley Road.		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for property within close proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The applicant, Mr. Lee Bunemann, is requesting annexation to have access to City utilities to facilitate development of a single family dwelling. A Resolutions of Approval for this annexation request was approved by the Davidson County Commissioners. Mr. Bunemann owns an existing residence, within the City of High Point's corporate limits, at the northeast corner of Shadow Valley Road and Carolynndon Drive. He has purchased the two abutting parcels, an undeveloped 2.3-acre parcel to the north and an undeveloped 0.3-acre parcel to the southeast, that are the subject of this annexation petition. A single family dwelling is proposed to be constructed on the larger 2.3-acre parcel and the smaller 0.3-acre parcel is proposed to be added to his existing corner lot.

This annexation petition represents a logical progression of the City's annexation policy for this area as the two parcels abuts the City's corporate limits and City services are already present in this area. Adjacent properties within the city limits, to the north along Shadow Valley Road and to the east along Carolynndon Drive, were annexed in the 1960s and 1970s. The annexation of these parcels will not negatively impact the City's ability to provide services in this area.

Report Preparation

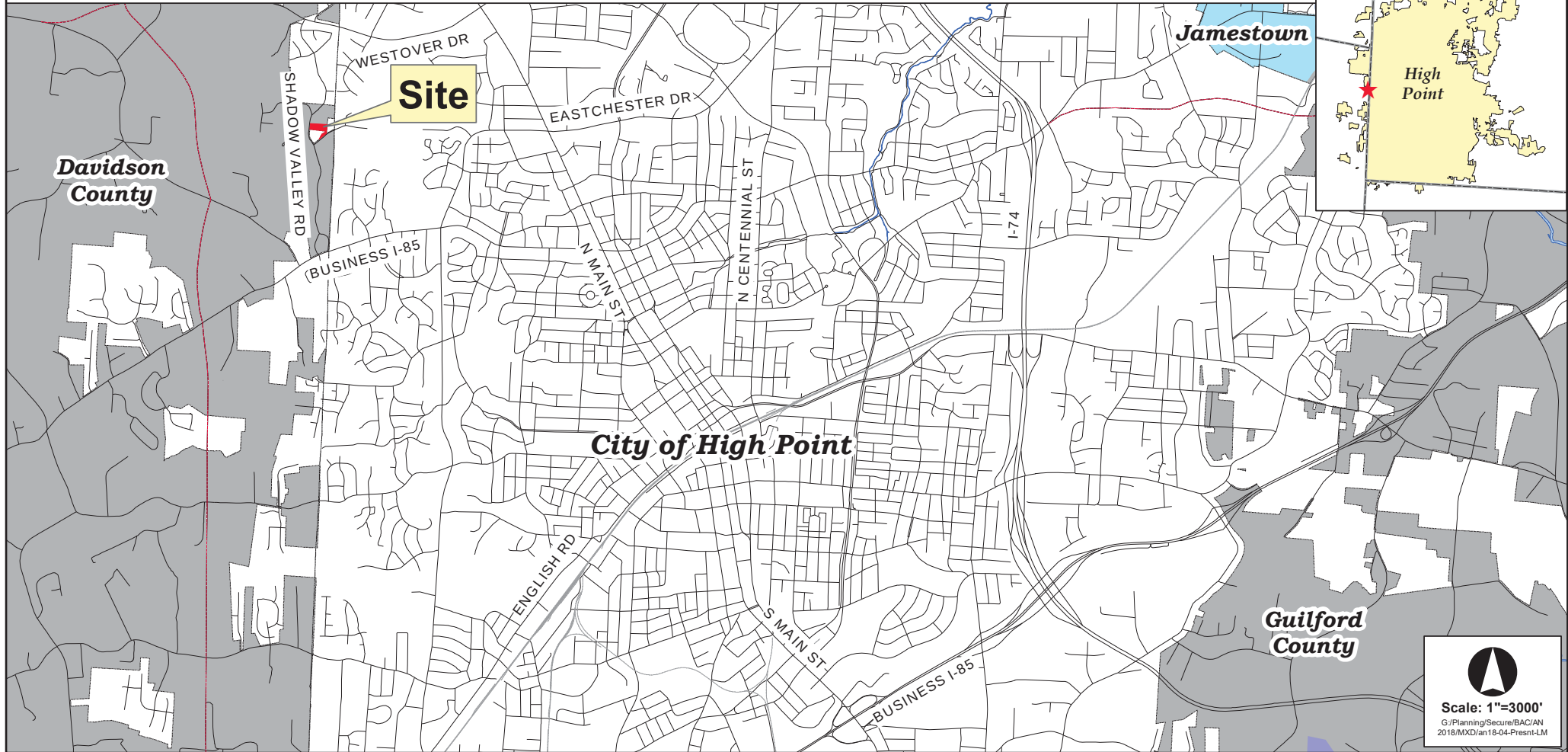
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.

LOCATION MAP

ANNEXATION REQUEST: AN-18-04

Applicant: Lee Bunemann

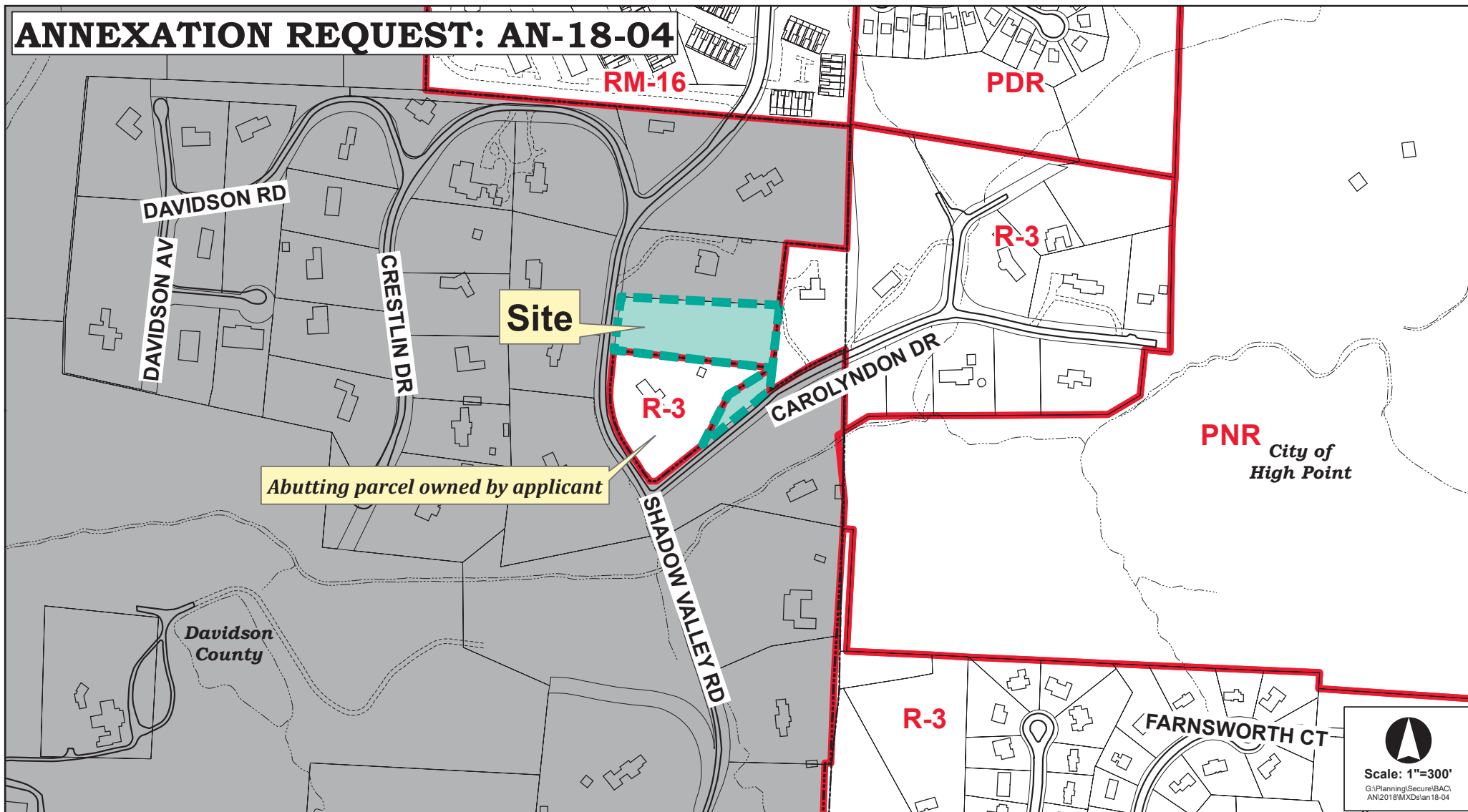
Vicinity Map



Scale: 1"=3000'

G:\Planning\Secure\BAC\AN
2018\MXD\an18-04-Prent-LM

ANNEXATION REQUEST: AN-18-04



Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / 18-xx

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA**

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 5th day of November, 2018; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **November 5, 2018**.

ANNEXATION DESCRIPTION

Lee M. Bunemann and Jane E. and Lee M. Bunemann
Annexation Case 18-04 (AN-18-04)

ANNEXATION AREA “A” (2.281 acre parcel)

Commencing at an ½” EIP at the intersection of Carolyndon Drive and Shadow Valley Road; Thence along the eastern right of way of Shadow Valley Road the following four (4) courses and distances to the point of beginning:

- 1) A curve to the left having a chord bearing of N33 deg 45 min 17 sec W, a chord distance of 95.45 feet and a radius of 416.94 feet to a ½” EIP; Thence

- 2) N 39 deg 33 min 40 sec W 62.59 feet to a $\frac{3}{4}$ " EIP; Thence
- 3) A curve to the right having a chord bearing of N 17 deg 00 min 46 sec W, a chord distance of 152.86 feet and a radius of 183.64 feet to a NIR; Thence
- 4) N 7 deg 8 min 46 sec E 158.02 feet to a 1 $\frac{1}{2}$ " EIP the Point and Place of Beginning

Thence, from said Beginning point continuing along the eastern right of way of Shadow Valley Road, N 6 deg 23 min 56 sec E 172.30 feet to a $\frac{1}{2}$ " EIP; Thence leaving said right of way with the southern property line of Joshua McCoy and Kevin M. Covell (Deed Book 2218 Page 1133), S 88 deg 47 min 2 sec E 507.40 feet to a $\frac{1}{2}$ " EIP, the southeast corner of the aforementioned Joshua McCoy and Kevin M. Covell in the western line of David T. & Karen H. Kiefer (Deed Book 2102 Page 1525 and Plat Book 8 page 73) Lot 3A, Thence continuing with the line of Lot 3A, S 6 deg 59 min 34" W 222.01 feet to a 1" EIP, the northeastern corner of Lee M. & Jane E. Bunemann (Deed Book 1686 Page 798) Lot 1 of Plat Book 8 Page 73; Thence continuing along the northern line of Bunemann, N 83 deg 9 min 39 sec W 503.04 feet to the point an place of beginning and **containing 2.281 Acres**

ANNEXATION AREA "B"

Commencing at an $\frac{1}{2}$ " EIP at the intersection of Carolyndon Drive and Shadow Valley Road; Thence along the northern right of way of Carolyndon Drive the following two (2) courses and distances to the point of beginning:

- 1) N 89 deg 59 min 56 sec E 25.24 feet to a $\frac{3}{4}$ " EIR, Thence
- 2) N 49 deg 43 min 20 sec E 168.97 feet to an NIR the Point and Place of Beginning

Thence, from said Beginning point, leaving the right of way of Carolyndon Drive, N 26 deg 35 min 58 sec E 198.87 feet to a $\frac{3}{4}$ " EIP; Thence N 58 deg 50 min 37 sec E 161.61 feet to a 1" EIP, the northeast corner of Lee M. & Jane E. Bunemann (Deed Book 1686 Page 798) Lot 1 of Plat Book 8 Page 73; Thence leaving Lot 1, S 7 deg 00 min 26 sec W 75.52 feet to a $\frac{3}{4}$ " EIP on the right of way of Carolyndon Drive; Thence along the right of way of Carolyndon Drive; a curve to the left having a chord bearing of S 50 deg 46 min 46 sec W, a chord distance of 117.39 feet and a radius of 1661.95 feet; Thence S 48 deg 34 min 9 sec W 169.64 feet to the point of beginning and **containing 0.354 Acres** and also known as Tract A, Section 'C' of Emerywood Estates of Plat Book 11 Page 53.

SECTION 2. Upon and after **November 5, 2018** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Davidson County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the 5th day of **November, 2018.**
Lisa B. Vierling, City Clerk

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.



Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Sandra Keeney, 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 6th day of November 2018.



Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021

**AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO
DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF
NORTH CAROLINA.**

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the Owner of following described property was ordered to repair and bring into compliance with the North Carolina State Building Code or demolish and remove the Building and clean and clear the site no later than 01/05/2019, and it further finds as a fact that the owner has failed to comply with said Order.

SECTION 2: No appeal of the inspector's order was taken and the Owner has failed and/or refused to take corrective action.

SECTION 3: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with Code of Ordinances; and Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

500 Washington St

OWNERS

A&R International Exports
109 East 17th Street
Cheyenne, Wyoming 82001

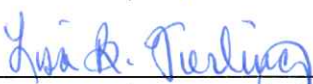
SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council

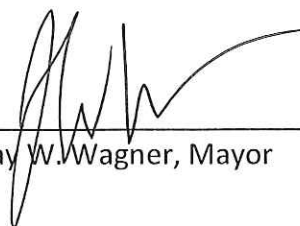
This the 5th day of November 2018.

Attested by



Lisa B. Vierling, City Clerk





Jay W. Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –1208 Leonard Ave.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/5/18

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1208 Leonard Ave.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 12/7/17. No action occurred by the compliance date of 1/16/18. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1208 Leonard Ave.

OWNER:

Elly's Place LLC

**REASON FOR
INSPECTION:**

Condition of the house observed by an inspector

**FIRST
INSPECTION:
11/14/17**

Summary of Major Violations

1. Repair or replace roof sheathing and covering
2. Repair or replace porch ceiling, floor and posts/columns
3. Repair or replace chimney(s)
4. Repair or replace damaged/missing wall covering(s) throughout
5. Repair or replace floor covering throughout

**HEARING
RESULTS:
12/7/17**

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

**ORDER(S)
ISSUED:
12/7/17**

Order to Repair or Demolish
Date of Compliance 1/16/18

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

None

1208 Leonard Avenue

PRICE ST

S UNIVERSITY PW

PEARSON PL

HOOVER AV

HAY ST

WOODBURY ST

WINDLEY ST

MEREDITH ST

LEONARD AV

Site

WALNUT ST

GRANBY AV

WHITE OAK ST

CABLE ST

S UNIVERSITY PW

THISSELL ST

R C BALDWIN AV

FURLOUGH AV

FURLOUGH



Scale: 1"=200'
G:\Planning\Secure\ba-pz\Inspections\PresentMap200.mxd

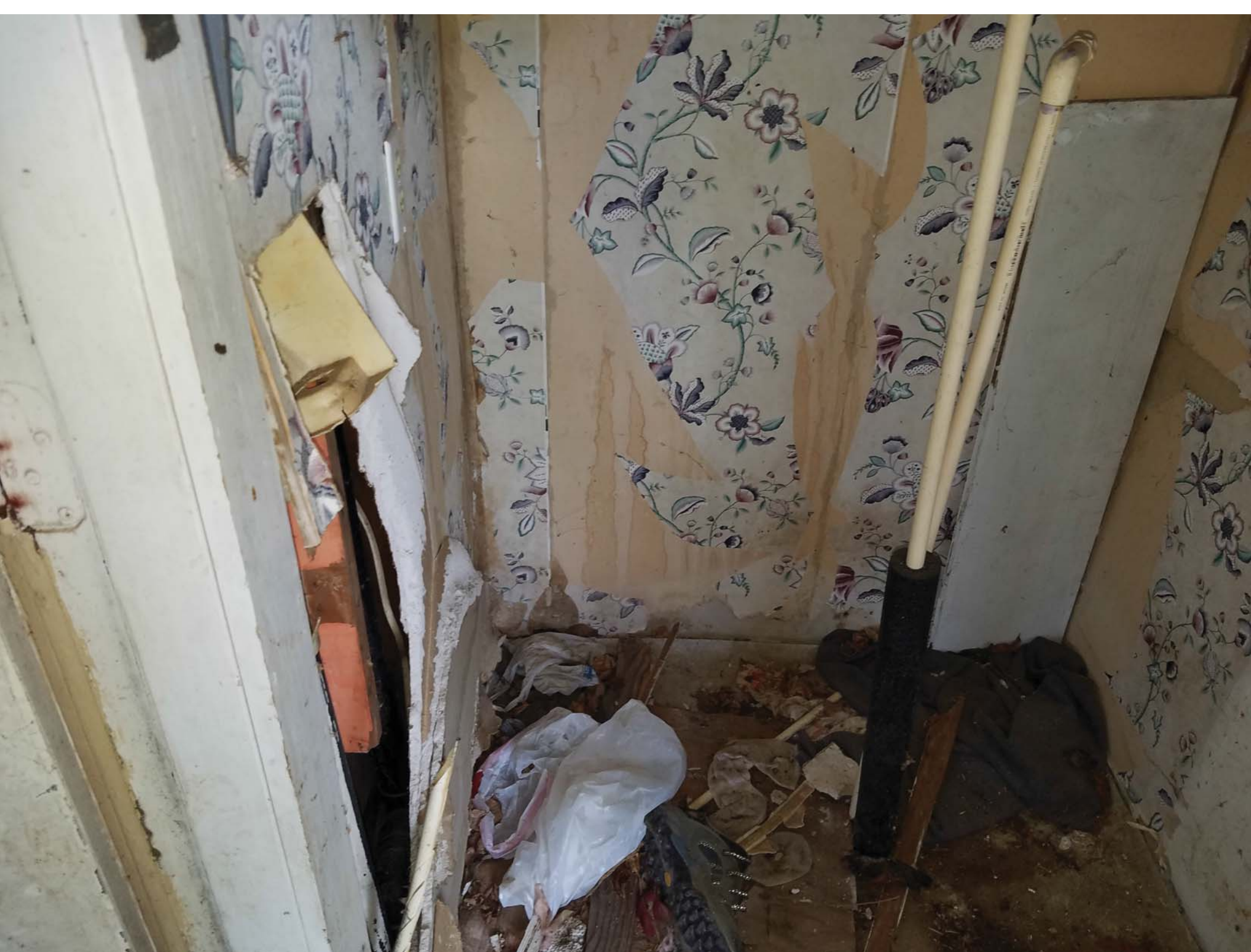


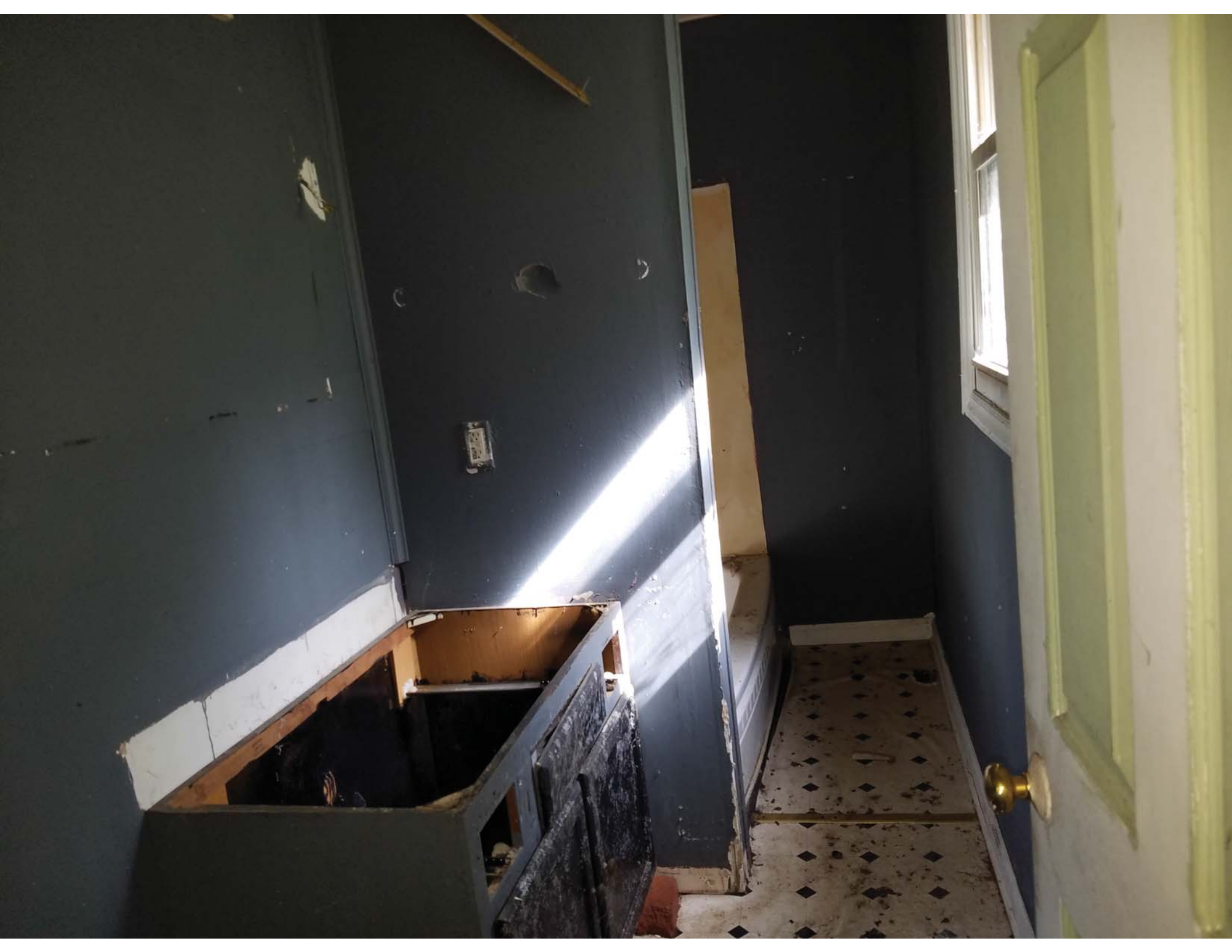














City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 5, 2018 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 6th day of November 2018.

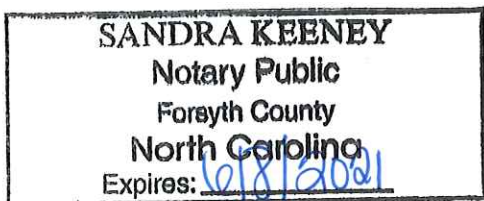


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

I, Sandra Keeney, 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 6th day of November 2018.



Sandra Keeney
Sandra Keeney, Notary Public

Commission Expires: 6/08/2021

ORDINANCE

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

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

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

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

PROPERTY LOCATION

709 Hilltop St.

OWNER (S)

Victor Manuel Campos Rivas &
Cynthia Lanto
206 W. Vandalia Rd.
Greensboro, NC 27406

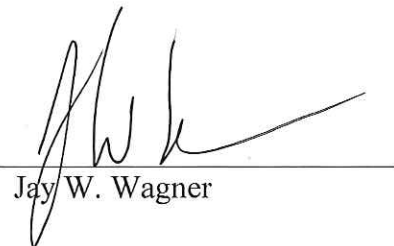
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

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

Adopted by City Council,
This the 5th, November, 2018
Attested by


Lisa B. Vierling, City Clerk




Jay W. Wagner

CITY OF HIGH POINT AGENDA ITEM



Title: Annexation Case 18-05
(*The Presbyterian Homes, Inc.*)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 5, 2018

Public Hearing: Yes

Advertising Date: October 19, 2018

Advertised By: Planning & Development

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance Adoption

PURPOSE:

A request by the Presbyterian Homes, Inc. to consider a voluntary contiguous annexation of approximately 61.1 acres lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road. The property is also known as Guilford County Tax Parcels 0169205 and 0169210.

BACKGROUND:

The staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends *approval* of Annexation Case 18-05.

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

**STAFF REPORT
ANNEXATION 18-05
November 5, 2018**

Request	
Applicant: The Presbyterian Homes, Inc.	Owners: The Presbyterian Homes, Inc.
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption.
	Associated Zoning Case: Zoning Map Amendment 18-15

Site Information	
Location:	Lying approximately 1,900 feet north of the intersection of Sandy Ridge Road and Squire Davis Road, along the east and west sides of the W. Fork Deep River.
Tax Parcel Numbers:	Guilford County Tax Parcels 0169205 and 0169210
Site Acreage:	Approximately 61.1 acres
Current Land Use:	Undeveloped
Current Fire District:	The site is currently in the Colfax Rural Fire District. If annexed, the property will be served by the City of High Point Fire Department.
Proposed Development:	None at this time.
Proposed Unit Type, Number and Average Value:	Not applicable
Proposed Build-out Schedule:	Not applicable
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 5. If approved, the annexation area will be part of Ward 5.
Physical Characteristics:	The site is heavily wooded with the eastern half of the site impacted by a perennial stream, floodplains and a utility easement. The W. Fork Deep River and its corresponding 100 & 500-year flood plains runs in a north to south direction through the eastern portion of the site. Also, a 100-foot-wide Davidson Electric Membership utility right-of-way runs in a north to south direction through the eastern portion of the site.
Water and Sewer Proximity:	A 16-inch City sewer line lies along the eastern boundary of the site adjacent to the stream corridor.
General Drainage and Watershed:	The site drains in an easterly direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of

	the site, and for single family developments with a gross density of two units per acre or more
Overlay District:	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay Zone 4

Adjacent Property Zoning and Current Land Use			
North:	AG	Agricultural District (<i>Guilford County</i>)	Undeveloped parcels
South:	RS-40	Single Family Residential-40 District (<i>Guilford County</i>)	Single family dwelling and undeveloped parcels
	AG	Agricultural District (<i>Guilford County</i>)	
East:	PD-P	Planned Development – Periphery District	River Landing continuing care retirement community
West:	AG	Agricultural District (<i>Guilford County</i>)	Single Family dwelling

Transportation Information			
Adjacent Streets:	Name		Approx. Frontage
	Sandy Ridge Road		None
Vehicular Access:	<u>Access to the east:</u> Subject to obtaining required environmental permits for a stream crossing, access may be obtained through the existing River Landing development. <u>Access to the south:</u> Via access easement, from Idol Wind Lane to Sandy Ridge Road.		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for property within close proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The requested annexation site is owned by the Presbyterian Homes, Inc., the parent company of the River Landing continuing care retirement community that lies to the east. No development is currently proposed for the property, as it is to be used to offset impervious coverage and stormwater impacts occurring on the River Landing campus as a result of the development of additional residences.

The requested annexation site is within the northern part of the City's Planning Area and abuts the City's corporate limits along its eastern property boundary. This portion of the City's Planning Area has experienced steady growth from the approval of numerous annexations, totaling more than 1,182 acres, since the 1990s. City services have been established in this area and City vehicles provide services to multiple developments along Johnson Street and Sandy Ridge Road. This annexation petition represents a logical progression of the City's annexation policy for this area and it will not negatively impact the City's ability to provide services.

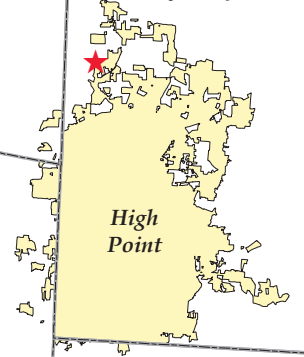
Report Preparation

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.

LOCATION MAP

ANNEXATION REQUEST: AN-18-05
Applicant: PRESBYTERIAN HOMES INC

Vicinity Map



Site

Forsyth County

Guilford County

Guilford County

City of Greensboro

Guilford County

City of High Point

SANDY RIDGE RD

I-40

NC 68

WILLARD DAIRY RD

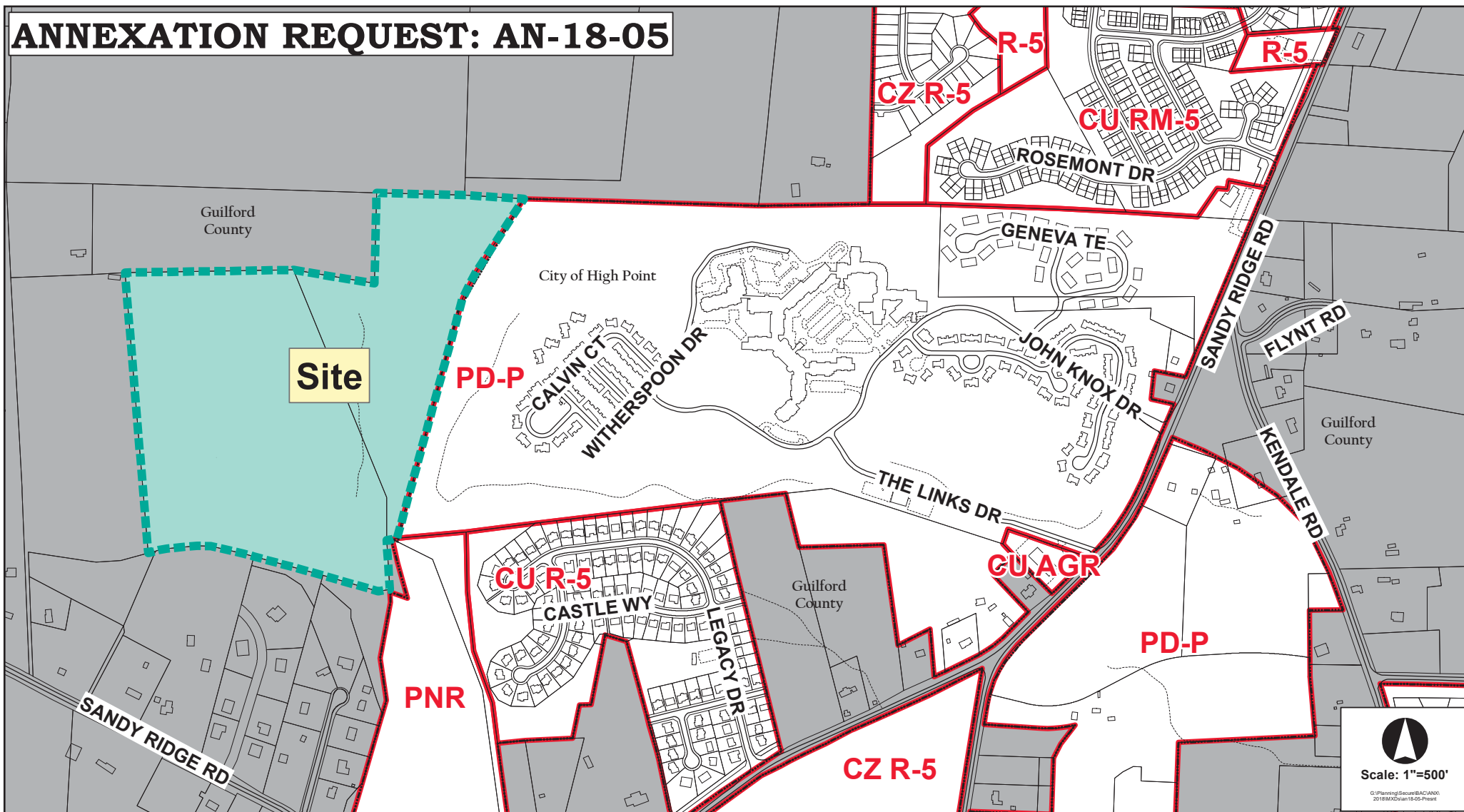
SKET CLUB RD

W WENDOVER AV



Scale: 1"=3000'
G:\Planning\Secure\BA6\ANX0
2018\MXD\an18-05\Presht.M

ANNEXATION REQUEST: AN-18-05



Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / 18-xx

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA**

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 5th day of November, 2018; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **November 5, 2018**.

ANNEXATION DESCRIPTION

The Presbyterian Homes, Inc.
Annexation Case 18-05 (AN-18-05)

Tract 1 (40.38 acre parcel)

Beginning at a 1" iron pin located S 79°34'09" W 56.06' from a 1.5" iron pin in the northwest corner of the property of The Presbyterian Homes, Inc. (Book 4778 Page 857 - PIN 6894-82-1519); thence from the beginning point S 04°17'16" B 261.87' to an iron pin set; thence S 79°56'42" W 61.95' to an iron pin set, a corner with Guilford County Open Space (Plat Book 110 Page 144 - PIN 6894-72-5487);

thence along and with the property lines of Guilford County Open Space and then Thetford Estates (Plat Book 110 Page 144) N 74°44'44" W 368.19' to an iron pin set, a corner with other Guilford County Open Space (Plat Book 145 Page 29 - PIN 6894-72-2611); thence along and with the property line of other Guilford County Open Space (Plat Book 145 Page 29 - PIN 6894-72-2611) N 75°1'10" W 374.16' to a T-Post, a corner with the property of Nelson H. Leonard and Jane D. Leonard (Book 2859 Page 981 - PIN 6894-61-6819); thence along with the property lines of Leonard the following four (4) courses and distances: (1) thence N 17°56'32" W of 17732' to an iron pin set; (2) thence N 88°38'49" W 129.47' to an iron pin set; (3) thence S 88°15'11" W 100.88' to an iron pin set; and (4) thence S 86°43'11" W 94.63' to a point, a corner with the property of Timothy D. Terrell and Peggy O. Terrell (Book 4967 Page 751 - PIN 6894-62-2523); thence along and with the property line of Terrell S 57°47' W 120.1' to a point, a corner with the property of Coy Idol and Helen Idol (Book 2200 Page 777 - PIN 6894-63-1462); thence along and with the property line of Coy E. Idol and Helen M. Idol (Book 2200 Page 777 - PIN 6894-63-1462) N 05°3'24" W crossing a 1" pinch top iron pin at 146.5' and continuing an additional 1451.35' for a total distance of 1466.00' to a pinch top iron pin in the property line of other property of Coy E. Idol and Helen M. Idol (Book 2425 Page 11 - PIN 6894-64-9349); thence along and with the property line of Coy E. and Helen M. Idol (Book 2425 Page 11 - PIN 6894-64-9349) N 88°8'12" E 893.59' to a 1" iron pin 1" high (N: 844223.42 E: 1697283.32), a corner with other property of the Grantor (Book 2425 Page 9 - PIN 6894-73-8853); thence along and with the property line of other property of the Grantor (Book 2425 Page 9 - PIN 6894-73-8853) S 23°00'11" E 1305.00' to a point; thence S 00°0'53" E 226.83' to the point and place of beginning, having an area of 1758860.9 square feet/40.38 acres, more or less, and shown on a survey prepared by David J. Sgroi, Professional Land Surveyor, dated 4/4/18, Project 18-37.

Tax Parcel reference: 0169210

PIN: 6894-73-1359

Back Deed reference: Book 2217 Page 201

Tract 2 (20.72 acre parcel)

Beginning at a 1.5" iron pin in the northwest corner of the property of The Presbyterian Homes, Inc. (Book 4778 Page 857 - PIN 6894-82-1519), thence S 79°34'09" W 56.06' to a 1" iron pin in the property line of other property of the Grantor (Book 2217 Page 201 - PIN 6894-73-1359); thence along and with other property of the Grantor the following two (2) courses and distances: (1) N 00°0'53" W 226.83' to a point and (2) N 23°00'11" W 1305.00' to a 1" iron pin 1" high (N: 844223.42 E: 1697283.32) in the property line of Coy E. Idol and Nancy M. Idol (Book 2425 Page 11 - PIN 6894-64-9349), thence along and with the property line of Coy E. Idol and Helen M. Idol (Book 2425 Page 11 - PIN 6894-64-9349) the following two (2) courses and distances: (1) S 81°10'11" E 434.69' to a 2" iron pin (N: 844156.70 E: 1697712.86) and (2) N 00°44'18" E 478.48' to a 2" iron pin in the property line of Cox WF and Co Inc. (Book 1607 Page 402 [Tract 1] - PIN 6894-66-9077); thence along and with the property line of Cox WF and Co Inc. and then with the property line of Kenneth A. Sampson Jr. and Janet D. Sampson (Book 4395 Page 1080 - PIN 6894-95-3191) S 88°01'32" E 782.6T to a 2" iron pin, a corner with the property of The Presbyterian Homes, Inc. (Book 4738 Page 406 - PIN 6894-93-7695); thence along and with the property lines of The Presbyterian Homes Inc. (Book 4738 Page 406 - PIN 6894-93-7695) the following three (3) courses and distances: (1) S 32°7'25" W 462.63' to a square bar; (2) thence S 26°39'54" W 157.39' to a 1" iron pin and (3) thence S 14°34'27" W 1322.38' to the point and place of beginning, having an area of 902662.8 square feet/20.72 acres, and

shown on a survey prepared by David J. Sgroi, Professional Land Surveyor, dated 4/4/18, Project 18-37.

Tax Parcel reference: 0169205

PIN: 6894-73-8853

Back Deed reference: Book 2425 Page 9

SECTION 2. Upon and after **November 5, 2018** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Davidson County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **5th** day of **November, 2018**.
Lisa B. Vierling, City Clerk