City of High Point

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

Meeting Agenda

Monday, November 19, 2012

4:45 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

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

120294 Annual Audit Report - FY 2011-2012 - McGladrey and Pullen, CPA
Council is requested to confirm receipt of the City of High Point Annual Audit prepared by McGladrey and Pullen, CPA for the period of July 1, 2011 - June 30, 2012 as presented by the City Manager and Director of Finance.

120310 Contract - FY 2013-2014 CIGNA Group Health Insurance
Council is requested to authorize the City Manager to execute contract with CIGNA Health Insurance for the employee health and dental insurance for the contract period of April 1, 2013 - March 31, 2014.

120284 Contract - Bid No. 02 - McKinley Pump Station Renovations
Council is requested to approve a contract awarding Bid No. 02 for the McKinley Pump Station Renovations. Purchasing and the Public Services Department recommends that contract be awarded to PF Plumbing Contractors, Inc. in the amount of $309,500.00 which is the lowest responsive and responsible bidder meeting specifications.

120285 Contract - Bid No. 04- Kearns Loop Rehab Project
Council is requested to approve a contract awarding Bid No. 04 for the Kearns Loop Rehab Project (old Kearns Water Plant). Purchasing and the Public Services Department recommends that contract be awarded to Dellinger, Inc. in the amount of $1,066,670.00 which is the lowest responsive and responsible bidder meeting specifications.

120286 Contract - Bid No. 28 -- W. Ward Avenue Pavement Repairs
Council is requested to approve a contract awarding Bid No. 18 for emergency pavement repairs on West Ward Avenue. Purchasing and Public Services recommends that contract be awarded to APAC Atlantic, Inc., Thompson Arthur Division, in the amount of $111,812.50 which is the lowest responsive and responsible bidder meeting specifications.

120287 Sole Source Authorization - ICOP Digital - Police In-car Camera System
Council is requested to approve an exception to the bid laws under the sole source qualification for the purchase of equipment for the Police Department from ICOP-Safety Vision LLC and approve the acquisition of the equipment and related services form ICOP-Safety Vision LLC in the amount of $49,026.90.

120288 Budget Ordinance Amendment - Appropriate Funds - Transportation for Furniture Market
Council is requested to adopt an ordinance amending the 2012-2013 Budget Ordinance to appropriate funds in the amount of $72,000 from

the State of North Carolina Department of Transportation (NCDOT) to support transportation for the Furniture Market.

120289 Resolution - North Carolina Department of Transportation - Home Furnishings Market Grant
Council is requested to adopt a Resolution authorizing the City Manager to execute documents to enter into an agreement (FY13 Demonstration Grant Program) with the North Carolina Department of Transportation (NCDOT) in the amount of $1,000,000.00 for support of transportation for the annual Spring and Fall furniture markets in High Point.

120290 Request for Write-Off of Uncollected Accounts
Council is requested to authorize staff to write-off the following uncollected account funds:
Uncollected utility accounts for FY 2008-2009 in the amount of $560,802.18
Uncollected Miscellaneous Permit receivables in the amount of $5,474.00.

120296 Dissolution of High Point/Guilford County Water & Sewer Agreement
City Council is requested to approve the termination of a "City and County Consolidated Water and Sewer Line Agreement" as proposed by the Public Services Department.

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

120308 Ordinance - Vacate Close (48 Hour Order) - 610 Manley Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing (48 hour order) of property located at 610 Manley Street belonging to Meredith Lynn Reynolds.

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

120297 Resolution of Intent - Street Abandonment Case 12-10
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 17, 2012 at 5:30 p.m. to consider a request from the Technical Review Committee to abandon unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street adjacent to 201 and 210 N. Pendleton Street.

120298 Resolution of Intent - Street Abandonment Case 12-11
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 17, 2012 at 5:30 p.m. to consider a request from the Technical Review Committee to abandon an unimproved portion of the western terminus of Brookdale Avenue.

120299 Resolution of Intent - Street Abandonment Case 12-12
Approval of a Resolution of Intent that establishes a public hearing date of Monday, December 17, 2012 at 5:30 p.m. to consider a request from P. Hunter Dalton to abandon Obsidian Court, lying along the south side of Marble Drive, approximately 740 feet east of White Farm Lane.

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

Public Safety & Community Development Committee

120291 Public Hearing - Stormwater Management Plan
Monday, November 19, 2012 at 5:30 p.m. is the date and time established to receive public comments on the City of High Point Stormwater Management Plan that was submitted to the State as a requirement of the NPDES (National Pollutant Discharge and Elimination System) Phase II Stormwater Permit.

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

120300 Ordinance - Text Amendment Case 12-03 - Kautilya High Point Hotel (Motel 6)
A request by Kautilya High Point Hotel (Motel 6) to amend the Development Ordinance sign regulations regarding electronic changeable copy signs.

120301 Ordinance - Annexation Case ANX12-05 - 350 South Land Holdings, LLC
A request by 350 South Land Holdings, LLC, et al to consider a voluntary non-contiguous annexation of approximately 431 acres. The area to be annexed contains multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.

120302 Ordinance - Rezoning Case 12-11 - 350 South Land Holdings, LLC
A request by 350 South Land Holdings, LLC to rezone approximately 431 acres from the Agricultural (AG) and Light Industrial (LI) Districts, within Guilford County's zoning jurisdiction, to a Planned Unit Development-Mixed (PDM) District. The property is generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

120303 Development Agreement - 350 South Land Holdings, LLC
A request by 350 South Land Holding, LLC, et al to enter into a Development Agreement with the City of High Point for properties associated with Zoning Case 12-11, pursuant to N.C. General Statute 160A-400.20 et. seq., for a proposed multi-phased 431-acre

development consisting of corporate park, industrial and commercial uses. The property is generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.

120304 Ordinance - Rezoning Case 12-12Jesse Stafford (Stafford Family Ltd Partnership) and
Sandra Powell Noble (Clinard Farms LLC)
A request by Jesse Stafford and Sandra Powell Noble to rezone approximately 140 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District to an Agricultural (AG) District. The site is lying on the north side of Clinard Farm Road approximately 450 feet west of Eastchester Drive.

120305 Resolution - Land Use Plan Amendment Case 12-07 - S. Lowell Easter
A request by S. Lowell Easter to change the Land Use Map designation for approximately 80.5 acres from Local Convenience Commercial and Restricted Industrial to Mixed Use Development. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

120306 Ordinance - Rezoning Case 12-13 - S. Lowell Easter
A request by S. Lowell Easter to rezone approximately 80.5 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District and Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Mixed (PDM) District. The site is lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

120307 Ordinance - Rezoning Case 12-14 - West Wendover Land Development, LLC; and
DFC Premier Drive , LLC
A request by West Wendover Land Development, LLC and DFC Premier Drive, LLC to rezone approximately 70 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District to a Planned Unit Development-Mixed (PDM) District. The site is lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.

ANY OTHER NEW BUSINESS

120292 High Point Housing Authority of High Point - Reappointment - Bob Davis
Council is requested to confirm the reappointment of Mr. Bob Davis to the Housing Authority Board. Appointment will become effective December 22, 2012 and will expire November 22, 2017.

120309 High Point Housing Authority of High Point - Appointment - Ed Squires
Council is requested to confirm the appointment of Mr. Ed Squires to the Housing Authority Board to fill the unexpired term of Michael Ellerbe who resigned. Appointment to be effective immediately and will expire December 22, 2013.

120295 Reappointment - Planning and Zoning Commission - Carson Lomax
Council is requested to confirm the reappointment of Carson Lomax (Ward 1 appointment) to the Planning & Zoning Commission. Reappointment to be effective immediately and will expire 7/1/2015.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

120293 Approval of the following Minutes:
Finance Committee meeting held Monday, November 5th @ 4:00 p.m.
Combined Meeting held Monday, November 5th @ 4:45/5:30 p.m.

BOARDS AND COMMISSIONS VACANCY REPORT

120229 Boards and Commissions - Vacancies
Attached is the current list of vacancies for all Boards and Commissions.

ADJOURNMENT

Planning & Development

Development Services Division

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Herbert Shannon, AICP; Senior Planner

DATE: November 14, 2012

SUBJECT: Land Use Plan Amendment Case 12-07 and Zoning Case 12-13

At its November 13, 2012 meeting, the Planning and Zoning Commission reviewed these referenced cases pertaining to approximately 80 acres lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

An abutting property owner, who has also submitted a valid protest petition, noted objections to the request during the public hearing. The Commission suggested, and the applicant and the abutting property owner agreed to meet to attempt to address these concerns. The Commission voted to continue both cases to its December 11, 2012 meeting to allow adequate time for the parties to meet.

As these two cases had been advertised for the November 19, 2012 City Council meeting, City Council will need to continue both items to its December 17, 2012 meeting awaiting the Planning and Zoning Commission's recommendation.

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: November 14, 2012

TO: Pat Pate, Asst. City Manager

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

SUBJECT: Agenda Item – Dissolution of High Point/Guilford County Water & Sewer Agreement

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The City of High Point has shared a "City and County Consolidated Water and Sewer Line Agreement" since 1970 to which there have been nine amendments. The agreement was established to provide water and sewer utility service in areas of Guilford County outside the corporate limits of High Point. Over the last decade or more, there have been no projects that have utilized this agreement and the trust fund associated with the agreement which is held by the County is insufficient for new projects. As such, the County has requested to end our agreement (letter attached) in accordance with Paragraph 14 of the agreement which states:

> "14. This contract may be terminated by mutual consent of both parties and upon six months' notice given by and to the respective governing body of each of parties hereto. In the event that this contract is terminated as above mentioned, then any funds remaining in the Joint Water and Sewer Construction Fund shall be transferred to the City with the restriction that the funds by expended for construction of water and sewer lines within the perimeter area outside the City."

Please place this on the agenda for our next Council meeting. Public Services concurs with the Counties request and asked City Council to consider and approve the termination of this agreement. Public Services will be present at the meeting to address any questions.

GUILFORD COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT

October 31, 2012

Mr. Chris Thompson
High Point Utilities Director
211 South Hamilton Street
High Point, NC 27260

Subject: High Point/Guilford County Water and Sewer Agreement No. 0712-CONS. W/S

Dear Chris:

I am writing to confirm our telephone discussion regarding the dissolution of the referenced water and sewer agreement. This agreement was entered into November of 1970 and has had nine amendments. The agreement has had little activity over the past ten (10) years and the trust fund relative to the agreement does not have a sufficient fund balance to address new projects.

Paragraph 14, page 5 of the agreement states the following pertaining to the termination of the agreement:

> "14. This contract may be terminated by mutual consent of both parties and upon six months' notice given by and to the respective governing body of each of the parties hereto. In the event that this contract is terminated as above mentioned, then any funds remaining in the Joint Water and Sewer Construction Fund shall be transferred to the CITY with the restriction that the funds be expended for construction of water and sewer lines within the perimeter area outside the City."

Based on the language in the agreement, it seems that if both parties are agreeable to terminating the agreement, we can move forward with an agenda item to be acted on by both the Board of County Commissioners and the High Point City Council.

If High Point concurs with the dissolution of the agreement, please provide a letter to the County, signed by the City Manager, to this effect and request that the County disburse the balance of the trust fund to the City of High Point once both the Board of County Commissioners and the High Point City Council have approved the termination of the agreement.

Thank you for your immediate attention to this matter. I look forward to hearing from you soon.

Sincerely,

Betty G. Garrett, Int. Director
Guilford County Planning and Development

Attachment: Agreement

Planning & Development

Development Services Division

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Herbert Shannon, AICP; Senior Planner

DATE: November 14, 2012

SUBJECT: Land Use Plan Amendment Case 12-07 and Zoning Case 12-13

At its November 13, 2012 meeting, the Planning and Zoning Commission reviewed these referenced cases pertaining to approximately 80 acres lying along the east side of Eastchester Drive, between Regency Drive and the northern terminus of Empire Street.

An abutting property owner, who has also submitted a valid protest petition, noted objections to the request during the public hearing. The Commission suggested, and the applicant and the abutting property owner agreed to meet to attempt to address these concerns. The Commission voted to continue both cases to its December 11, 2012 meeting to allow adequate time for the parties to meet.

As these two cases had been advertised for the November 19, 2012 City Council meeting, City Council will need to continue both items to its December 17, 2012 meeting awaiting the Planning and Zoning Commission's recommendation.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On November 13, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

Jesse Stafford (Stafford Family Ltd Partnership) and
Sandra Powell Noble (Clinard Farms LLC) Zoning Case 12-12

A request by Jesse Stafford and Sandra Powell Noble to rezone approximately 140 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District to an Agricultural (AG) District. The site is lying on the north side of Clinard Farm Road approximately 450 feet west of Eastchester Drive.

Mr. Herbert Shannon presented Zoning Case 12-12 and recommended approval as outlined in the staff report.

Speaking in favor of the request was the applicant's representative Mr. Charlie Hadley, 23 Hasting Circle, Greensboro, NC, and co-applicant, Sandra Powell Noble 7846 Clinard Farms Road.

Mr. Joe Cox, 312 Cascade Drive, High Point, NC, also spoke. He expressed concerns with policies of the Land Use Plan pertaining to the Focal Area designation for this area and policies that encourage shared access for development in this area.

No one spoke in opposition to the request.

The Planning & Zoning Commission recommended approval of Zoning Case 12-12, by a vote of 8-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 12-12
November 13, 2012

Request	
Applicant: Jesse Stafford and Sandra Powell Noble, representing Clinard Farms LLC	**Owner(s):** Jesse J. Stafford, Clinard Farms LLC, Joyce G. Beard and Lawrence R. Gossett et al.
Zoning Proposal: To rezone approximately 140 acres	**From: CU-PDM** Conditional Use Planned Unit Development-Mixed District **To: AG** Agricultural District

Site Information	
Location:	The site is lying on the north side of Clinard Farm Road approximately 450 feet west of Eastchester Drive.
Tax Parcel Numbers:	Guilford County Tax Parcels 0210073, 0212502 thru 0212511 (11 parcels).
Site Acreage:	Approximately 140 acres.
Current Land Use:	Single family detached dwellings and undeveloped parcels.
Physical Characteristics:	The site consists of open pasturelands with some limited wooded areas. The property has a moderate to severely sloping terrain and is impacted by several streams. The wooded areas and steeper terrains are lying along these various stream corridors. A perennial stream and an intermittent stream, both running in a northerly direction, are on the western portion of the site. There is also an intermittent stream, running in an easterly direction, on the eastern portion of the site. Lastly, two utility easements, both running from the southwest to the northeast, impact the site. One is a 68-foot wide Duke Power Transmission line (with towers) and the second is a 70-foot wide underground Colonial Gas pipeline.
Water and Sewer Proximity:	A 16-inch and 8-inch City water line lies adjacent to Eastchester Drive and Millwood School Road, respectively. A 16-inch sewer line, running in a west to east direction, lies along a stream corridor north of the site.
General Drainage and Watershed:	The site drains in a generally northeastern direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered storm water 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 2 units per acre or more.
Overlay District(s):	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay - Zones 1 & 2 *(eastern 2/3's of site in Zone 2 and the western 1/3 of the site in Zone 1)*

Adjacent Property Zoning and Current Land Use			
North:	AG	Agricultural District *(Guilford County)*	Undeveloped parcels
South:	AG RS-40	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)*	Single family dwellings, commercial plant nursery and undeveloped parcels
East:	AG CU-HB LI	Agricultural District *(Guilford Co)* Conditional Use Highway Business District Light Industrial District *(Guilford Co)*	Single family dwellings and undeveloped parcels
West:	AG	Agricultural District *(Guilford County)*	Single family dwellings and undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	This request is neither in conflict with, nor does it promote the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Restricted Industrial land use designation. This classification is intended to accommodate office, warehouse, research and development, distribution, and light manufacturing; or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	**Goals & Objectives:** 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. **Development Focal Areas:** The site is located in an area classified as a "Focal Area" on the City of High Point's Land Use Map. Focal Areas are specific locations in which anticipated development pressures require flexibility in future land use arrangements instead of a prescribed, designated land use pattern. They do not have precise boundaries, are generally near the intersections of existing or proposed major thoroughfares, and encompass a minimum site size of twenty-five acres The key factors in these areas being identified as a Focal Area are the anticipated development impact on surrounding areas and its potential for furthering the City's land use goals. Future development along the NC Highway 68 Corridor is expected to resemble the existing uses within Piedmont Centre, which include offices, distribution facilities, warehousing, and some light manufacturing. This Focal Area at the intersection of Eastchester Drive and Clinard Farms Road will likely evolve into a prominent intersection where there will be demand for a mixture of office uses, and associated commercial/service establishments catering to nearby employees. The assemblage of individual parcels of land is essential for a Focal Area to achieve its intent and full development potential. This will foster unified developments with integrated access and design, environmental protection where this is an issue, and enhanced sensitivity to surrounding land uses.

	Attention should be given in the design of developments within these Focal Areas in accordance with the following factors: • Environmental features of the site; • Compatibility of land uses with site and surrounding areas; • Compatible orientation of buildings; • Coordination of landscaping appropriate for the site; • Height, scale and exterior design of buildings in relation to surrounding development; and • Uniformity of signs.
Relevant Area Plan(s): *Eastchester Drive Corridor Plan*	The site is located within the Eastchester Drive Corridor Plan, and the following policies from the plan apply to this request: 1. Apply appearance guidelines for all new or renovated non-residential buildings within the Eastchester/NC Highway 68 Scenic Corridor; • Provisions to guide architectural features, internally unified treatment of multi-tenant developments, and land use design compatibility include those related to building materials, color, mass and orientation, roof pitch, common signage, and parking and lighting. 2. The requirements of the Eastchester/NC Highway 68 Scenic Corridor Overlay District should be incorporated in the larger corridor planning area; • Regulations in the overlay-zoning district have been applied throughout much of the city, and development along High Point's gateways that are located outside the overlay boundaries should be held to a higher standard through conditional zoning. 3. Restrict new commercial development to the well-separated clusters located at major intersections, most notably the NC 68/Gallimore Dairy Road intersection; • To ensure attractively designed and landscaped larger-scale office/warehouse uses, new commercial uses should be limited to areas centering on major intersections.
Zoning History:	1. The current CU-PDM District was established on the site in February 2001 (Zoning Case 00-41). 2. In 2007, an 80 acre tract lying along the east side of Eastchester Drive, between Regency Drive and Empire Street, was rezoned to a CU-PDM District for commercial and retail uses (Zoning Case 07-07). An application to amend this PUD District has recently been submitted (Zoning Case 12-13) to add multifamily uses as one of the development options on a portion of the site.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Clinard Farms Road	Major Thoroughfare	2,730 ft
	Millwood School Road	Collector Street	640 ft
Vehicular Access:	Any proposed access points for this rezoning site to public streets must meet the NCDOT and City of High Point Driveway Ordinance requirements.		

Traffic Counts: *(Average Daily Trips)*	Eastchester Drive	26,000 ADT (2011, 24 hour count)
Estimated Trip Generation:	Not available.	
Traffic Impact Analysis:	**Required** Yes:	**Comment**
	No: X	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.	

School District Comment

The site is within Airport Overlay Zones 1 & 2, which prohibits any new residential development. The limited number of existing dwelling units on the site will not negatively impact area schools. Guilford County Schools has no comment on this application since an AG District is being proposed.

Details of Proposal & Staff Analysis

The 140 acres associated with this application is comprised of multiple parcels under the control of four families. In 2000, a commercial broker approached the various families regarding a development proposal to construct a Business/Industrial Park in the style of Piedmont Centre, which is lying east of the property on the opposite side of Eastchester Drive. The broker obtained approval from the families to represent them in the rezoning of their properties to a Conditional Use Planned Unit Development-Mixed (CU-PDM) District. Conditions of this zoning approval bound the various properties together to create one large unified development. The PUD was divided into various tracts, with specific designated uses, and included conditions for various roadway improvements along Clinard Farms Road and Millwood School Road, and the extension of Penny Road north through the site.

This project never came to fruition, and the commercial broker is no longer associated with the properties. This has left the various property owners bound together under the conditions of the approved CU-PDM District and there has been no developer, over the past 11 years, prepared to develop their properties in accordance with the conditions of the CUP. Therefore, these property owners have requested removal of the PUD zoning and a change to the Agricultural (AG) District. This AG District is intended to act as a holding zone until such time as the owners, individually or in conjunction with one another, have a valid non-residential development proposal.

Staff has not identified any concerns or conflicts with Council's adopted land uses policies regarding this request. However, in the future, development of this area will likely need to be a corporative effort among the various property owners. Site constraints consisting of streams, steep topography, utility easements, and proposed extension of Penny Road through the site limits the developable area. Some form of corporation will be needed to work around these constraints, to provide for shared access to adjacent roadways, to extend and access utilities, and for site improvements to support the type of higher intensity unified development envisioned by the Land Use Plan.

Additionally the site is in one of the few areas identified as a Development Focal Area by the Land Use Plan. The intent is for this area to be built as a unified office park-like development with particular attention paid to its impact on surrounding areas. This is reinforced by the policies of the Eastchester Drive Corridor Plan, which also recommends that development of this area be of a higher standard. The current CU PDM zoning on the site was set up to accomplish this goal. However, removing the current zoning and returning to AG zoning is an acceptable set back that will help protect these properties from haphazard development while allowing time for the owners to regroup and reconsider the development potential of their land.

Recommendation

Staff Recommends Approval:

The requested Agricultural (AG) District does not conflict with the Land Use Plan and will be compatible with the adjacent zoning uses. The Planning and Development Department recommends approval of the request to rezone this 140-acre area to the AG District, intended as a holding zone, until the property is ripe for more intensive development as supported by the Land Use Plan for this area.

Required Action

Planning and Zoning Commission and City Council:

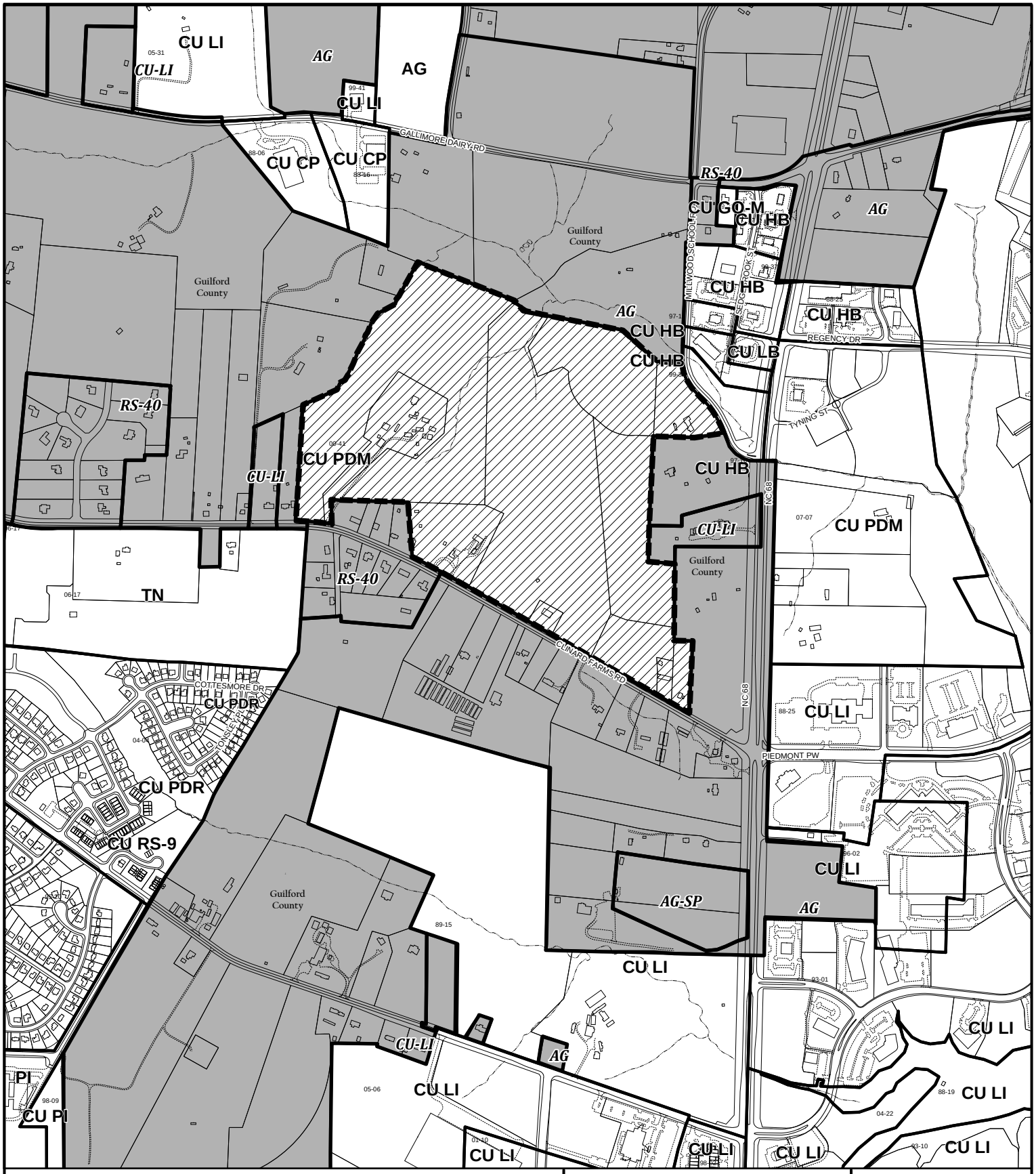
The NC General Statutes requires the Planning & Zoning Commission, upon making its recommendation, and the City Council, upon rendering its decision, to place in the official record a statement of consistency with the City's adopted plans. In addition, the City Council must also explain why the action taken is reasonable and in the public interest.

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The requested AG District zoning does not conflict with the established Restricted Industrial Land Use Map designation on the property; 2) The requested AG District re-establishes similar zoning that was on the property at the time it was rezoned and annexed in 2000, 3) Surrounding parcels consist of undeveloped parcels, single family dwelling on large parcels and plant nursery uses, the requested AG District is compatible with these surrounding uses and will not negatively impact adjacent property owners; and 4) The request provides the property owners with the ability to use or sell their properties without tying them to conditions for a development scenario that will not be constructed.

The Planning and Zoning Commission and the City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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



ZONING CASE 12-12

From: Conditional Use Planned Unit Development-Mixed
To: Agricultural

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: November 8, 2012

N

Scale: 1"=1000'

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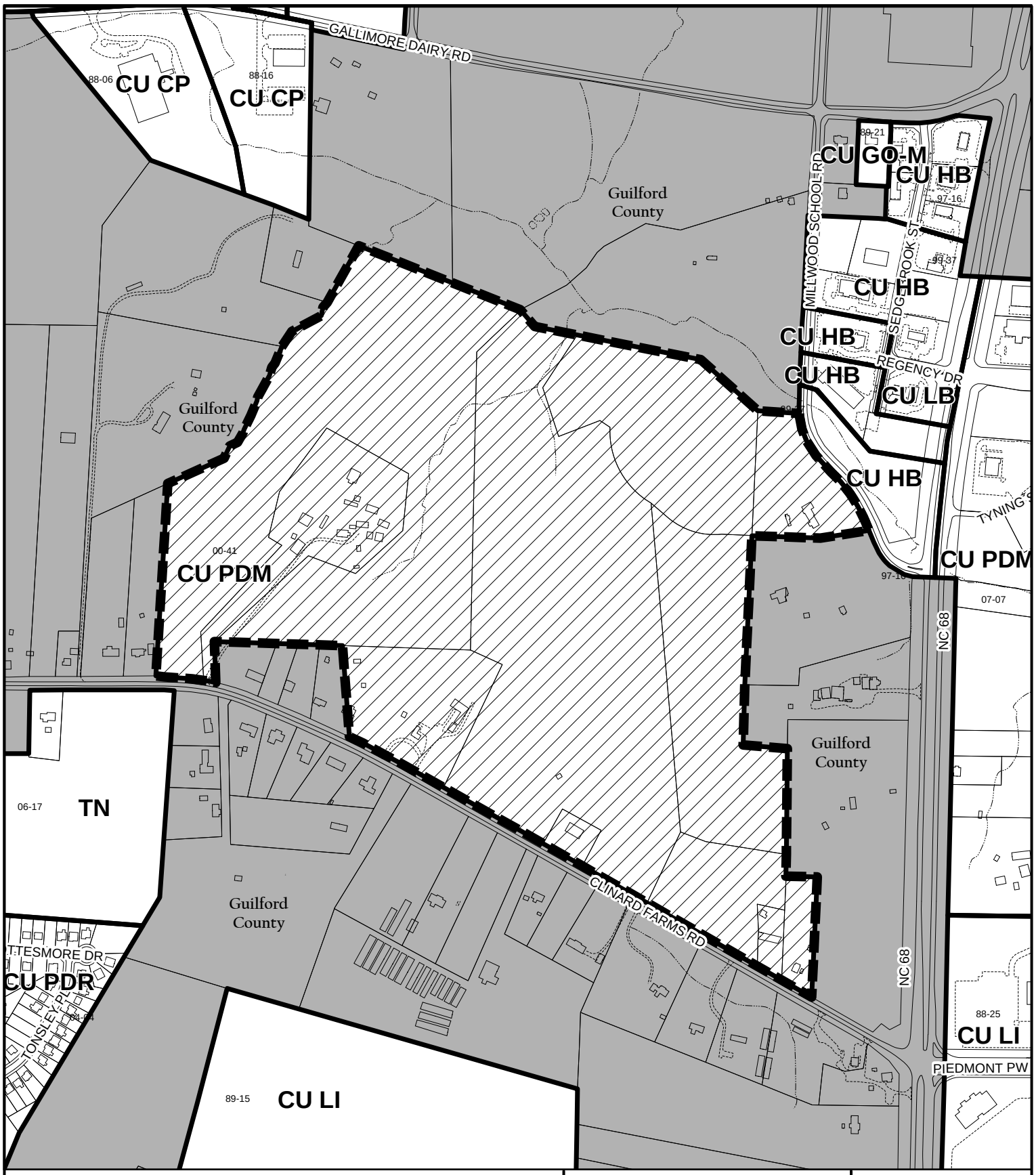

ZONING CASE 12-12

From: Conditional Use Planned Unit Development-Mixed
To: Agricutural

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 25, 2012

N

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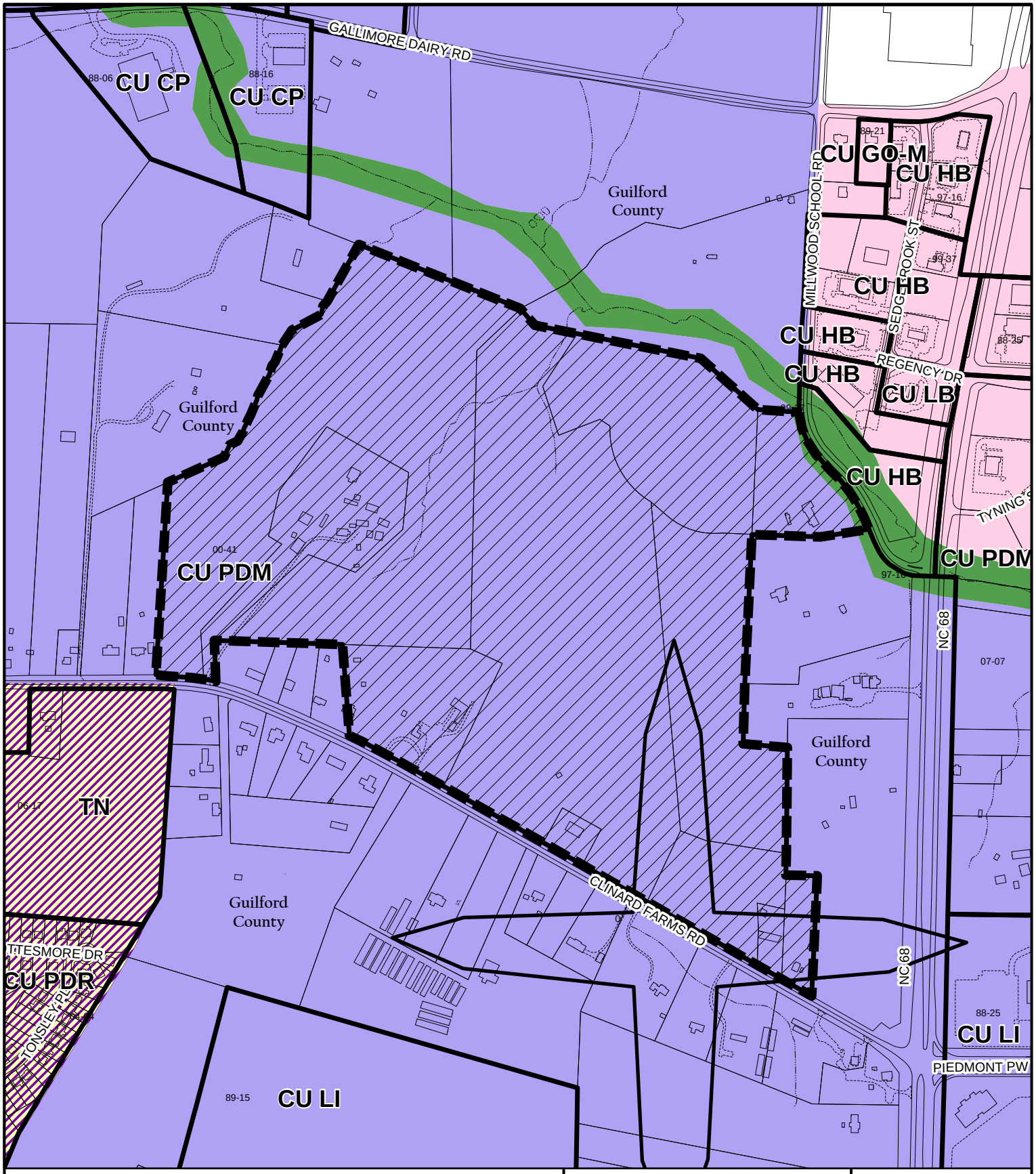

ZONING CASE 12-12

Land Use Plan

- Mixed Use Development
- Local/Convenience Commercial
- Recreation/Open Space
- Restricted Industrial
- Focal Area

Planning & Development Department

City of High Point

Date: November 2, 2012

N

Scale: 1"=600'

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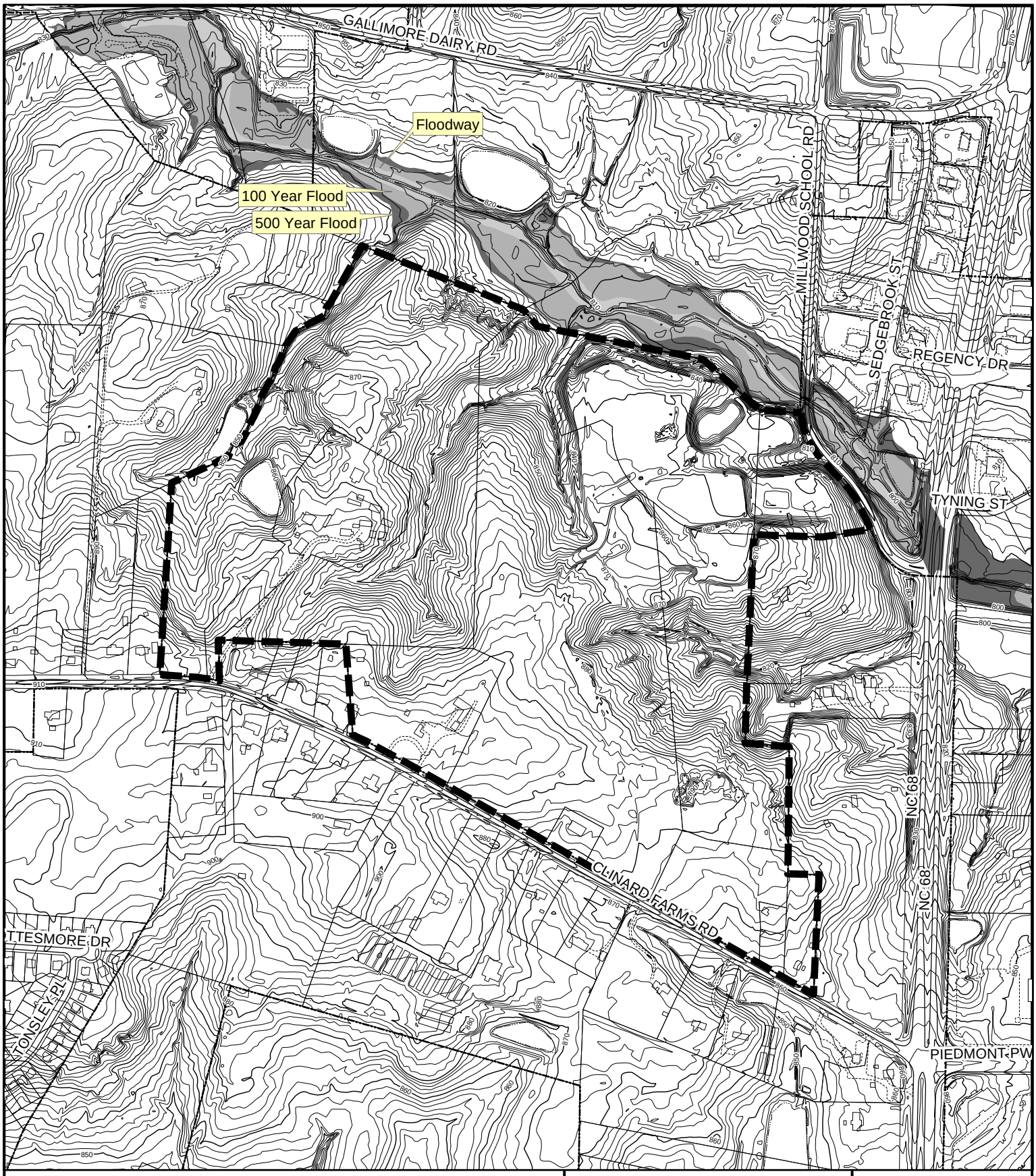

ZONING CASE 12-12

Topography

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

Planning & Development Department

City of High Point

Date: November 2, 2012

N

Scale: 1'=600'

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ZONING CASE 12-12
PEGG RD
GALLIMORE DAIRY RD
MILLWOOD SCHOOL RD
SEDGEBROOK ST
REGENCY DR
TYNING ST
NC 68
NC 68
CLINARD FARMS RD
PIEDMONT PW
CARSON LN
THE OAKS LN

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District (CZ-PDM)

October 1, 2012
(Submitted)

PUD Statement of Intent

The applicant has assembled approximately 431 acres of land north of the municipal boundaries of the City of High Point for annexation and rezoning to PDM District. Because of its proximity to Interstate 40 and Piedmont Triad International Airport, this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Center.

Because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. This application details those uses, describes the higher quality of development intended, and describes other conditions that would be applied.

It is also applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement for the tract.

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 13, 2012 and March 26, 2013 and before the City Council of the City of High Point on November, 19, 2012, April 15, 2013 and May 6, 2013. regarding **Zoning Case 12-11** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on November 4, 2012 and March 17, 2013**,** for the Planning and Zoning Commission public hearing and on November 8, 2012 & November 15, 2012 and April 3, 2013 & April 10, 2013, 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 **May 6, 2013 and shall become effective on May 19, 2013**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Planned Unit Development – Mixed (PDM) District** The property is approximately 510 acres consisting of multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road. The property is also known as Guilford County Tax Parcels 0168770, 0168791, 0168792, 0168794, 0168949, 0170697, 0170699 thru 0170704, 0170710, 0170731, 0170794, 0170826, 0170831, 0170834, 0170990, 0171055, 0171067, 0171075, 0171077, 0171092 and 0170876 (26 Parcels).

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-

Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. Any existing use(s) on the date of adoption of this ordinance which do not conform with the new zoning district, shall be considered a legal nonconforming use and subject to requirements of Section 9-4-17(b) (Nonconforming Situations - Nonconforming Use of Land).

C. The following land uses shall be permitted subject to the development and dimensional requirements of the Development Ordinance, the approved Master Plan, and the specific conditions listed in this ordinance.

1. Agricultural Uses
   a. Agricultural Production (crops)
   b. Agricultural Production (livestock))
   c. Animal Services (livestock)
   d. Fish Hatcheries
   e. Forestry
   f. Horticultural Specialties
   g. Veterinary Services (livestock)

2. Accessory Uses and Structures *(See Section 9-4-13 of Development Ordinance for additional requirements for accessory structures)*
   a. Accessory Uses and Structures (customary)
   b. Bulky Item Outdoor Display *(Phase I only)*
   c. Communication Towers (exceeding height limits of zoning district)
   d. Communication Towers (not exceeding height limits of zoning district)
   e. Livestock (as accessory to residential uses)
   f. Satellite Dishes/TV and Radio Antennae (Accessory)
   g. Swimming Pools

3. Recreational Uses
   a. Athletic Fields *(Phase I only)*
   b. Clubs or Lodges *(Phase I only)*
   c. Physical Fitness Centers (*(Phase I only)*
   d. Public Parks *(Phase I only)*
   e. Public Recreation Facilities *(Phase I only)*
   f. Sports & Recreation Clubs, Indoor *(Phase I only)*
   g. Swim and Tennis Clubs *(Phase I only)*

4. Educational & Institutional Uses
   i. Ambulance Services *(Phase I only)*
   ii. Auditoriums, Coliseums, or Stadiums (capacity < 100) *(Phase I only)*
   iii. Auditoriums, Coliseums, or Stadiums (capacity > 100) *(Phase I only)*

iv. Day Care Centers, Adult (29 or less) *(Phase I only)*
v. Day Care Centers, Adult (30 or more) *(Phase I only)*
vi. Day Care Centers, Child (29 or less) *(Phase I only)*
vii. Day Care Centers, Child (30 or more) *(Phase I only)*
viii. Fire Stations *(Phase I only)*
ix. Government Offices *(Phase I only)*
x. Libraries *(Phase I only)*
xi. Museums or Art Galleries *(Phase I only)*
xii. Police Stations, Neighborhood *(Phase I only)*
xiii. Post Offices *(Phase I only)*

5. Business, Professional & Personal Services
   a. Accounting, Auditing, or Bookkeeping *(Phase I only)*
   b. Administrative or Management Services *(Phase I only)*
   c. Advertising Agencies or Representatives *(Phase I only)*
   d. Advertising Services, Outdoor *(Phase I only)*
   e. Automobile Rental or Leasing *(Phase I only)*
   f. Automobile Repair Services, Minor *(Phase I only)*
   g. Automobile Parking (commercial) *(Phase I only)*
   h. Banks, Savings & Loans, or Credit Unions *(Phase I only)*
   i. Barber Shops *(Phase I only)*
   j. Beauty Shops *(Phase I only)*
   k. Building Maintenance Services *(Phase I only)*
   l. Business Incubators *(Phase I only)*
   m. Computer Maintenance and Repairs *(Phase I only)*
   n. Computer Rental and Leasing *(Phase I only)*
   o. Computer Services *(Phase I only)*
   p. Economic, Socio., or Educational Research *(Phase I only)*
   q. Employment Agencies, Personnel Agencies *(Phase I only)*
   r. Engineering, Architect, or Survey Services *(Phase I only)*
   s. Equipment Rental & Leasing (no outside storage) ((*Phase I only)*
   t. Equipment Repairs, Light *(Phase I only)*
   u. Finance or Loan Offices *(Phase I only)*
   v. Funeral Homes or Crematoriums *(Phase I only)*
   w. Furniture Repair Shops *(Phase I only)*
   x. Hotels or Motels *(Phase I only)*
   y. Insurance Agencies (no on-site claims inspections) *(Phase I only)*
   z. Insurance Agencies (carriers/on-site claims) *(Phase I only)*
   aa. Landscape and Horticultural Services *(Phase I only)*
   bb. Laundry or Dry Cleaning Plants ((*Phase I only)*
   cc. Laundry or Dry Cleaning Substations *(Phase I only)*
   dd. Law Offices *(Phase I only)*
   ee. Medical, Dental or Related Offices *(Phase I only)*
   ff. Medical or Dental Laboratories *(Phase I only)*

gg. Medical Equipment Rental and Leasing *(Phase I only)*
hh. Motion Picture Productions *(Phase I only)*
ii. Noncommercial Research Organizations *(Phase I only)*
jj. Office Uses Not Otherwise Classified *(Phase I only)*
kk. Pest or Termite Control Services *(Phase I only)*
ll. Photocopying and Duplicating Services *(Phase I only)*
mm. Photofinishing Laboratories *(Phase I only)*
nn. Photography, Commercial *(Phase I only)*
oo. Photography Studios *(Phase I only)*
pp. Real Estate Offices *(Phase I only)*
qq. Refrigerator or Large Appliance Repairs *(Phase I only)*
rr. Rehabilitation or Counseling Services *(Phase I only)*
ss. Research, Development or Testing Services *(Phase I only)*
tt. Shoe Repair or Shoeshine Shops *(Phase I only)*
uu. Stock, Security or Commodity Brokers *(Phase I only)*
vv. Tanning Salons *(Phase I only)*
ww. Television, Radio, or Electronic Repairs *(Phase I only)*
xx. Travel Agencies *(Phase I only)*
yy. Truck & Utility Trailer Rental and Leasing, Light (Phase II only)
zz. Truck & Utility Trailer Rental and Leasing, Heavy (Phase II only)
aaa. Veterinary Service (Other) *(Phase I only)*
bbb. Vocational, Business or Secretarial Schools *(Phase I only)*
ccc. Watch or Jewelry Repair Shops *(Phase I only)*
ddd. Wireless Communication Business *(Phase I only)*

6. Retail Trade Uses
   a. Bars *(Phase I only)*
   b. Bars (capacity > 100 persons) *(Phase I only)*
   c. Caterers *(Phase I only)*
   d. Computer Sales *(Phase I only)*
   e. Garden Centers or Retail Nurseries *(Phase I only)*
   f. Newsstands *(Phase I only)*
   g. Office Machine Sales *(Phase I only)*
   h. Restaurants (no drive-thru) & Banquet Hall *(Phase I only)*
   i. Restaurants (serving mixed alcoholic beverage) *(Phase I only)*

7. Wholesale Trade Uses
   a. Agricultural Products, Other
   b. Apparel, Piece Goods and Notions *(Phase I only)*
   c. Beer/Wine/Distilled Alcoholic Beverages *(Phase I only)*
   d. Books, Periodicals and Newspapers *(Phase I only)*
   e. Drugs and Sundries *(Phase I only)*
   f. Durable Goods, Other *(Phase I only)*
   g. Electrical Goods *(Phase I only)*

h. Farm Supplies, Other
i. Flowers, Nursery Stock & Florists Supplies
j. Forest Products *(Phase I only)*
k. Furniture and Home Furnishings *(Phase I only)*
l. Groceries and Related Products *(Phase I only)*
m. Hardware *(Phase I only)*
n. Jewelry, Watches, Precious Stones & Metals *(Phase I only)*
o. Lumber and Millwork *(Phase I only)*
p. Lumber and Other Construction Materials *(Phase I only)*
q. Machinery, Equipment, and Supplies *(Phase I only)*
r. Metals *(Phase I only)*
s. Motor Vehicle Parts and Supplies *(Phase I only)*
t. Motor Vehicle Tires and Tubes *(Phase I only)*
u. Nondurable Goods *(Phase I only)*
v. Paints and Varnishes *(Phase I only)*
w. Paper and Paper Products *(Phase I only)*
x. Plastics Materials *(Phase I only)*
y. Plumbing and Heating Equipment *(Phase I only)*
z. Professional & Comm. Equipment & Supplies *(Phase I only)*
aa. Sporting & Recreational Goods & Supplies *(Phase I only)*
bb. Tobacco and Tobacco Products *(Phase I only)*
cc. Toys and Hobby Goods and Supplies *(Phase I only)*
dd. Wallpaper and Paint Brushes *(Phase I only)*

8. Transportation, Warehousing and Utilities Uses
   a. Bulk Mail and Packaging *(Phase I only)*
   b. Bus Terminals *(Phase I only)*
   c. Communication or Broadcasting Facilities *(Phase I only)*
   d. Communication Towers (exceeding height limits of zoning district)
   e. Communication Towers (not exceeding height limits of zoning district)
   f. Courier Services, Central Facility *(Phase I only)*
   g. Courier Service Substations *(Phase I only)*
   h. Demolition Debris Landfills, Minor *(Phase I only)*
   i. Heliports *(Phase I only)*
   j. Moving and Storage Services *(Phase I only)*
   k. Utility Company Offices *(Phase I only)*
   l. Utility Lines and Related Appurtenances
      - Distribution Poles, Transmission Poles & Towers
      - Other
   m. Utility Service Facilities
   n. Warehouses (general storage/enclosed) and Distribution Centers*(Phase I only)*

9. Manufacturing and Industrial Uses
   a. Apparel and Finished Fabric Products *(Phase I only)*
   b. Arms and Weapons *(Phase I only)*

c. Audio, Video and Communications Equipment *(Phase I only)*
d. Bakery Products *(Phase I only)*
e. Beverage Products (nonalcoholic) *(Phase I only)*
f. Bicycle Assembly *(Phase I only)*
g. Bicycle Parts and Accessories *(Phase I only)*
h. Brooms and Brushes *(Phase I only)*
i. Burial Caskets *(Phase I only)*
j. Coffee *(Phase I only)*
k. Computer and Office Equipment *(Phase I only)*
l. Contractors (no outside storage) *(Phase I only)*
m. Costume Jewelry and Notions *(Phase I only)*
n. Dairy Products *(Phase I only)*
o. Drugs *(Phase I only)*
p. Electrical Industrial Apparatus, Assembly *(Phase I only)*
q. Electrical Industrial Apparatus, Manufac. *(Phase I only)*
r. Electrical Components *(Phase I only)*
s. Electrical Equipment *(Phase I only)*
t. Fabricated Valve and Wire Products *(Phase I only)*
u. Fats and Oils, Plant *((Phase I only)*
v. Food and Related Products, Miscellaneous *(Phase I only)*
w. Furniture Framing *(Phase I only)*
x. Furniture and Fixtures Assembly *(Phase I only)*
y. Furniture and Fixtures *(Phase I only)*
z. Glass Products from Purchased Glass *(Phase I only)*
aa. Grain Mill Products *(Phase I only)*
bb. Heating Equipment and Plumbing Fixtures *(Phase I only)*
cc. Household Appliances *(Phase I only)*
dd. Ice *(Phase I only)*
ee. Industrial and Commercial Machinery *(Phase I only)*
ff. Jewelry and Silverware (no plating) *(Phase I only)*
gg. Leather and Leather Products (no tanning) *(Phase I only)*
hh. Lighting and Wiring Equipment *(Phase I only)*
ii. Manufactured Housing and Wood Buildings *(Phase I only)*
jj. Measurement, Analysis & Control Instruments*(Phase I only)*
kk. Medical, Dental and Surgical Equipment *(Phase I only)*
ll. Metal Fasteners (screws, bolts, etc.) *(Phase I only)*
mm. Metal Processing *(Phase I only)*
nn. Millwork, Plywood and Veneer *(Phase I only)*
oo. Musical Instruments *(Phase I only)*
pp. Paperboard Containers and Boxes *(Phase I only)*
qq. Pens and Art Supplies *(Phase I only)*
rr. Pharmaceutical Preparations *(Phase I only)*
ss. Photographic Equipment *(Phase I only)*
tt. Photographic Supplies *(Phase I only)*

uu. Pottery and Related Products *(Phase I only)*
vv. Preserved Fruits & Vegetables (no can mfg.) *(Phase I only)*
ww. Printing and Publishing *(Phase I only)*
xx. Rubber and Plastics, Miscellaneous *(Phase I only)*
yy. Signs *(Phase I only)*
zz. Soaps and Cosmetics *(Phase I only)*
aaa. Sporting Goods and Toys *(Phase I only)*
bbb. Sugar and Confectionery Products *(Phase I only)*
ccc. Textile Products (no dyeing & finishing) *(Phase I only)*
ddd. Textile Products (with dyeing & finishing*(Phase I only)*
eee. Wood Containers *(Phase I only)*

10. Other Uses
    a. Automotive Parking (subj. to Sec. 9-5-6)
    b. High Mast Outdoor Lighting > 50' in ht.
    c. Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
    d. Storage Containers, Portable (accessory use)
    e. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
        - Arts and Crafts Shows
        - Carnivals and Fairs
        - Christmas Tree Sales
        - Concerts, Stage Shows
        - Conventions, Trade Shows
        - Outdoor Religious Events
        - Turkey Shoots

Part II. CONDITIONS:

A. Development and Dimensional Requirements:

1) Building Standards
    a. Facades: The façade(s) of principal buildings, or any addition or alteration to a principal building, shall comply with the following standards:

        i. Front Façade: Facades fronting or facing a street, or meeting the definition of a front facade, shall incorporate some combination of arcades, arches, blind arches, awnings, columns, medallions, windows, false windows, cornice or decorative roofline trim, decorative entry areas or other architectural features so as to create visual interest and facade relief. Such features shall be incorporated in the total linear distance of the facade, and these features shall be interspersed throughout the length of the facade so as to best achieve a facade design that has visual interest and a high quality of appearance. Decorative painting of the facade or

foundation landscaping may be incorporated into facade design to meet this requirement but shall not be deemed sufficient when used alone to fulfill the entirety of this requirement. Facades shall be constructed of material as provided in section (b) below (Building Materials). Buildings located on a comer lot that face two or more streets shall construct all facades that face those streets to the above standards.

ii. Interior side walls: The first 20 percent, up to a total of 60 feet, of any interior side wall (wall not facing a street) shall have the same facade treatment (including architectural features) and building material as the front facade,

iii. Windows: Windows that are flush to the facade may be used but shall not be counted toward the requirements of this section unless accompanied by further architectural embellishments that enhance the facade appearance, including, but not limited to, facades with recessed windows and visually prominent sills, lintels or other such forms of framing and trim.

b. Building Materials.

i. The front facade shall not consist of or have the appearance of metal siding, plain concrete block, or vinyl siding. Materials such as brick, stone, textured concrete block or materials of a similar nature shall be used in front facades,

ii. The use of high intensity colors, metallic colors, black or fluorescent colors on any facade is prohibited. All facade colors shall be of low reflectance, subtle, neutral, or earth tone colors. Building trim and accent areas may feature brighter colors or black; however, neon tubing shall not be an acceptable feature for building trim or accent elements. Roof colors shall be low reflectance and non-metallic. This provision includes all building facades, both treated and untreated.

c. Loading docks.

i. Loading docks shall not be located on the front facade, or comer side facade of a building, except as provided below.

ii. Loading docks located on the side facade of any building shall be located to the rear of the front wall of the building a length equal to 20 percent of the length of the side wall, although this length shall not be required to exceed 60 feet; except as provided in section c. 5 below.

iii. A loading dock may be located on a corner side facade of a building provided that the facade does not front a major or minor thoroughfare. Such a loading dock shall be located on the facade that fronts the street

of lower classification where applicable. The portion of such a comer facade that is occupied by loading docks shall not be required to provide architectural features as required in section a.l (Facade Treatment), although shall meet the building material standards of section b (Building Materials)..

iv. All loading docks shall be screened from view from any street at a height of six (6) feet above ground level, as seen from the centerline of any adjacent street. Existing or newly planted vegetation, opaque or solid fencing, masonry walls, earthen berms or mounds, other structures or any combination thereof may be used to achieve an effective screen. Plantings used as screening material shall be of such variety and size as to obscure at least 50 percent of the desired view at the time of planting, as determined by the Enforcement Officer. The design and content of required screening shall be included with required landscaping plans for review and approval by the Enforcement Officer.

v. A loading dock may be located within the front 20 percent of a sidewall only if a wing-wall or other architectural or building feature is provided that filters the views of the loading dock. Such a wall or other building feature shall provide visual interest and maintain the visual quality and character of the front façade. While such a wall or other building feature shall not be required to entirely screen the applicable loading dock, it shall screen at least 50 percent of the view of the loading dock as seen from the street, as well as provide architectural elements that attempt to draw the viewers attention to the wall or other building feature instead of the visible portions of the loading dock.

2) Site Layout

a. Greenway/Pedestrian Circulation Plan

i. A Pedestrian Circulation Plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.

ii. Sidewalks and marked pedestrian crossings in parking areas shall be provided so as to connect all principal buildings except as approved for modification by the Technical Review Committee. Any such crossing in a parking area shall be exclusive of a parking space. Sidewalks should also link greenway trails, pedestrian amenities and any potential future transit locations.

iii. It is the intent of this conditional zoning ordinance that open space shall be provided to the extent feasible and reasonable. Each site plan shall depict how open space has been preserved, where feasible. The open

space shall be connected where possible, with greenways, greenway trails or other paths. At a minimum, greenways as shown on the 2012 version of the High Point Greenway Plan shall be dedicated.

b. Screening of equipment (ground or roof mounted) and outdoor storage or use:
   i. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, and loading or service areas not addressed in section c. (Loading Docks), mechanical or electrical equipment, or other unsightly building appurtenances. Dumpsters shall be screened in accordance with section 9-5-1(d) (Screening) of the Development Ordinance.

c. Outdoor storage (i) shall not cover an area greater than 25% of ground floor of principal building(s); (ii) shall be located between the building and rear property line; and (iii) shall be fully screened from ground level view from adjacent properties and public and private streets.

d. Outside manufacturing, processing, or assembly shall not be permitted.

e. Building Coverage: Complying with any of the following criteria shall result in an increase in 5% of maximum building coverage per tract for each criterion met.
   i. The property owner supplies additional plantings by providing canopy and understory trees at double the rate listed in Development Ordinance (Table 5-11-2 Planting Yard Rate Chart) in all required planting yards. While any existing trees that are retained in the planting yards may still reduce the number of trees provided by the developer to meet the initial planting rate, the secondary or additional tree count shall be calculated regardless of existing trees retained in such yards. The species of these trees shall be selected from the preferred species list as provided in the Appendix of the Development Ordinance (Recommended Plant Materials List) or as approved by the Planning and Development Department. Any of the trees provided under this provision that cannot be planted in the peripheral or street yards due to space restrictions may be planted elsewhere on the site. Upon approval from the City of High Point such trees may be donated to the city if it is determined that planting them on the property will not further improve the landscaping of the site.

   ii. Parking is not located between the front building line of a principal building and the street.

iii. The building design of the principal building qualifies for Leadership in Energy & Environmental Design (LEED) certification as administered by the U.S. Green Building Council.

iv. At least 50 percent of the provided parking within a parking structure is located under the principal building or similar structure, or underground.

f. Dimensional Standards – Phase I

i. Lots standards

Minimum lot size	30,000 sq. ft
Minimum Lot width	150 feet
Minimum street frontage	100 feet

ii. Setbacks:

Sandy Ridge Road	50 feet from property line or 95 feet from the centerline of the right of way, whichever is greater.
All other streets	15 feet
Adjacent to Non-Residential Zoning	20 feet (may be reduced to 10 ft. subject to meeting setback reduction condition)
Adjacent to Residential Zoning	50 feet
Setback Reduction: The minimum interior setback adjacent to non-residential zoning may be reduced to 10 feet, provided that either one of the interior side lot lines or the street yard is planted as at least a C yard.	
Maximum building coverage	50% (may be increased to subject to meeting building coverage condition)

g. Dimensional Standards – Phase II

Permitted Agricultural (AG) Districts land uses, and their customary accessory uses, shall be subject to development and dimensional requirements of the AG District and requirements of the Development Ordinance.

B. Landscaping, Buffers, Screening and Lighting.

1). Planting Yard Width and Rate:

Landscaping (along Sandy Ridge Road frontage of the zoning site)

a. Foundation plantings shall be included in landscape designs along building facades facing Sandy Ridge Road.
b. Developments along the Sandy Ridge Road frontage of the zoning site shall install, at minimum, a Type C planting yard.

2). Prior to the development of the portion of Phase 1 that lies north of Sandy Ridge Road, west of Joe Drive, and that adjoins the Maple Creek subdivision, and beside Guilford County Tax Parcels 17-95-7080-0-1127-00-013 and 17-95-7080-0-1127-0036, 17-95-7080-0-1127-00-008 and 17-95-7080-0-1127-00-042 and 17-95-7080-0-1127-00-005, and 17-95-7080-0-1127-00-004 and 17-95-7080-0-1127-00-034, the developer shall plant a solid row of evergreens within the required Type A fifty (50) foot planting yard. The evergreens shall be of a type that, at maturity, shall be expected to grow at least twenty-five (25) feet in height. Where the buffer and offered plantings encroach upon a protected stream buffers, existing vegetation which is required by law to be protected shall remain (See Exhibit B).

3). Parking lot lighting or other external lighting within the portion of Phase 1 that lies adjacent to these properties shall be of a "cut-off" style that is designed not to allow lighting to stray onto adjoining residential properties. This condition shall not apply when parcel(s) listed are no longer zoned or used for residential proposes.

C. Transportation Conditions.

1. General

These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

2. Access

a. Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
b. Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
c. No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

3. Right-of-way

The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

4. Roadway and Intersection Improvements

a. Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.

b. Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.
c. Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
d. Sandy Ridge Road @ Site Access Point: The Developer shall install a southbound right turn lane at this intersection, and a northbound left turn lane with a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
e. All roadway and intersection improvements (excluding traffic signals) must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

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

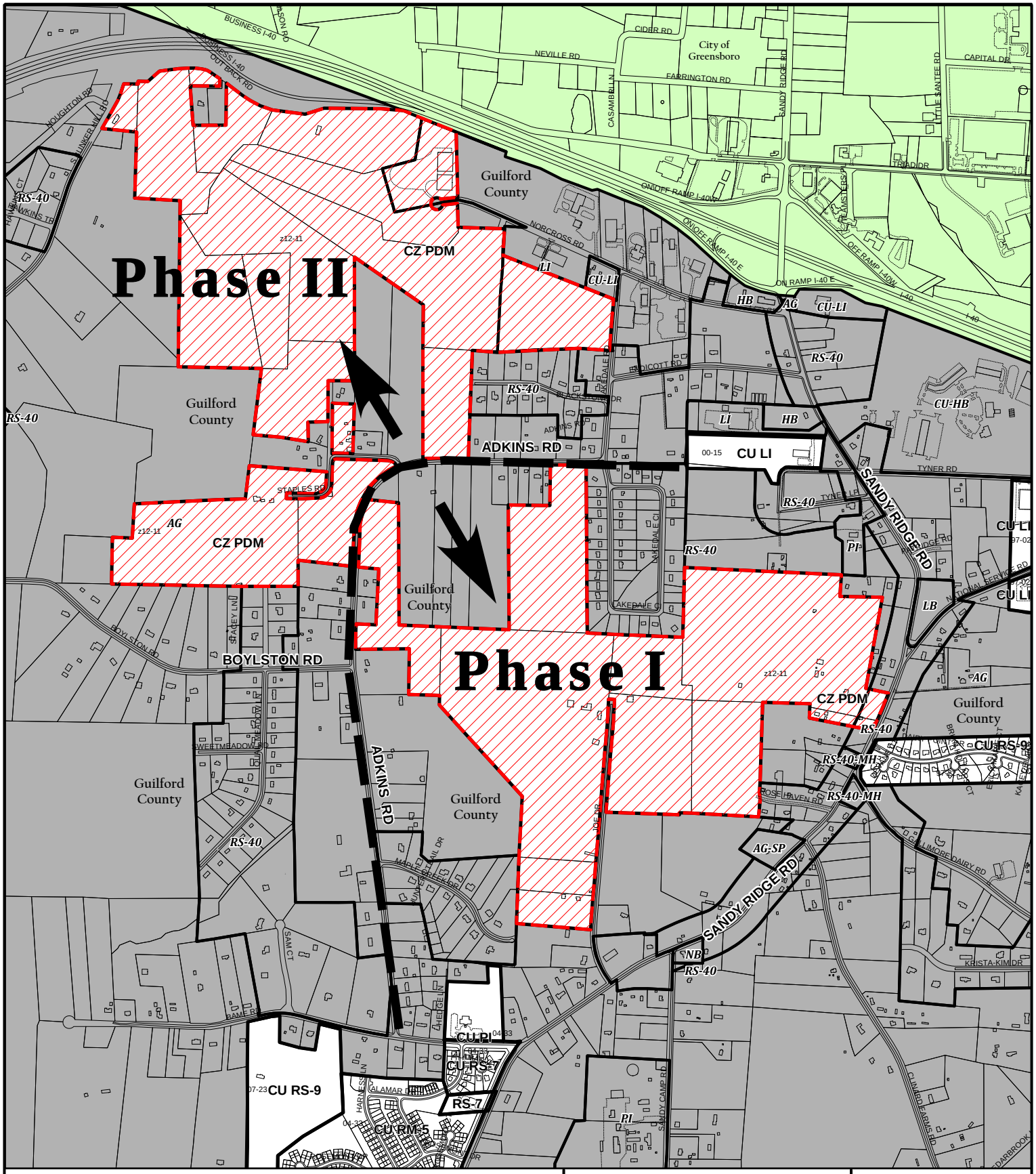
SECTION 3
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
6th day of May 2013, 2013.

Lisa B. Vierling, City Clerk



ZONING CASE 12-11

From: Agricultural & Light Industrial (Guilford Co.)
To: Planned Unit Development-Mixed

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 31, 2013

N

Scale: 1"=1,300'

y:/ba-pz/2013/pz/Az12-11.mxd

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

MASTER PLAN

Date	Scale	Sheet No.	File No.
1-24-13	1" = 300'	1 OF 1	1

NO.	DATE	REVISION	BY

PREPARED FOR:

350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.
Engineers Surveyors Planners
North Main Street Phone 336.854.8025
Suite 1701 Fax 336.854.8026
Kernersville, NC 27284
NC LICENSE #C-0168

PRODUCTS: Use on Intended Project Only
Use on Extensions Without Written Verification or Adaptation by Evans Engineering, Inc. Constitutes Misuse
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GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.

Interstate 40
Johnson Street-Sandy Ridge Road
Piedmont Triad Farmers Market
Tyner Road
National Service Road
Dairy Point Drive
Gallimore Dairy Road
Clinard Farms Road
Rose Haven Road
Sandy Ridge Road
Joe Drive
Endicott Road
Lakedale Road
Norcross Road
Blackstone Drive
Adkins Road
Staples Road
Olin Drive
Quail Meadow Lane
S Bunker Hill Road
Boylston Road
West Fork Deep River
PROP. WATERLINE
POSSIBLE FUTURE CONNECTION TO SANDY RIDGE ROAD
POSSIBLE FUTURE CONNECTION TO CLINARD FARM ROAD
PHASE 1
PHASE 2
100-YR FLOOD
ZONED: AG
ZONED: RS-40
ZONED: LI
ZONED: PI

ZONING REQUEST OWNERS:

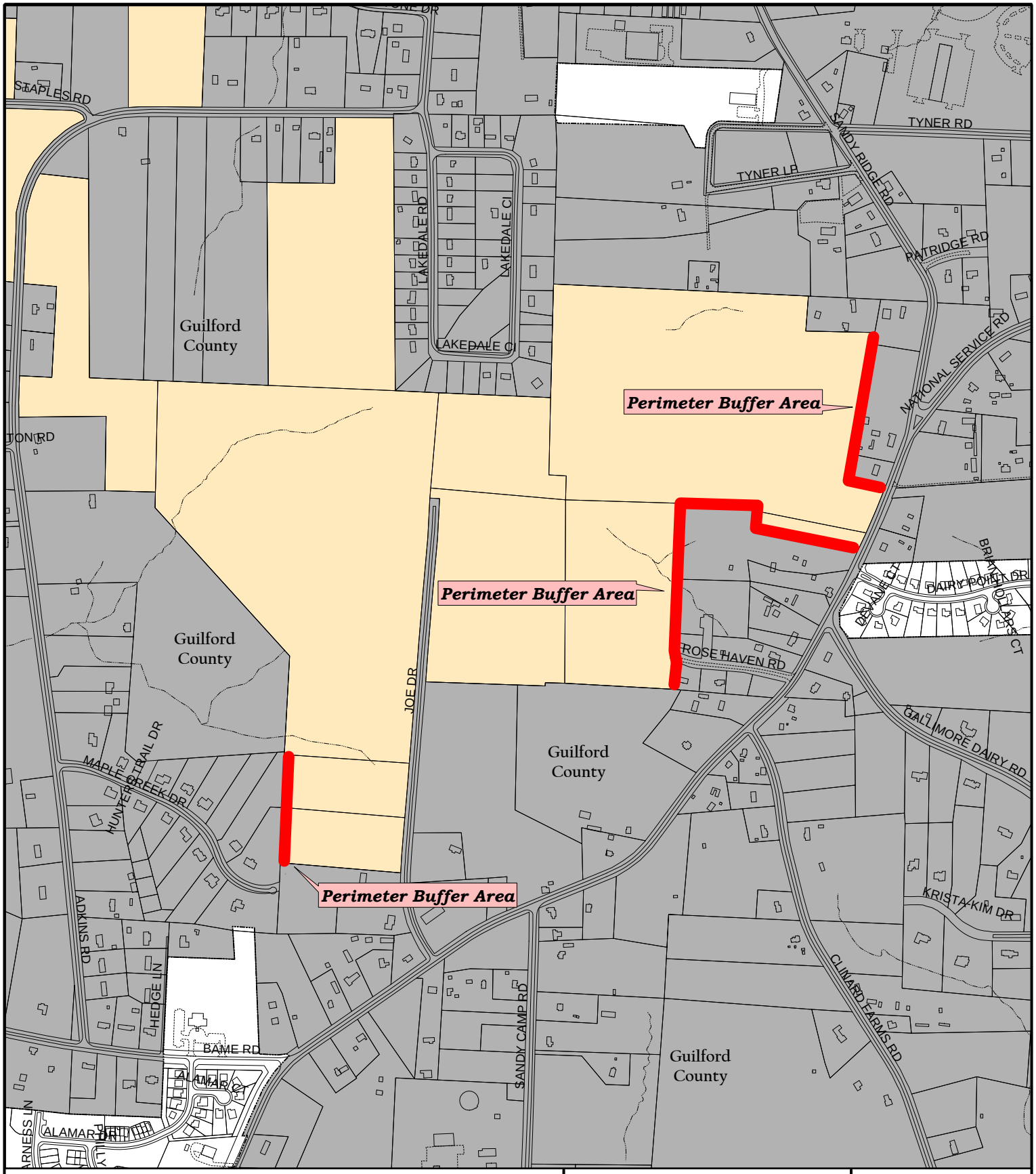
A	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC	K	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC
B	BLAND PROPERTY INVESTMENTS PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC	O	350 SOUTH LAND HOLDING, LLC PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC
C	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC	P	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC
D	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC	Q	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC
E	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC	R	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC
F	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC	S	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC
G	350 SOUTH LAND HOLDING, LLC PARCEL #0780 6750 ENDICOTT ROAD 0.54 AC	T	HENDRICOCK, JAMES B. AND ELIZABETH A. PARCEL #0780 6744 ENDICOTT ROAD 0.54 AC
H	BLAND PROPERTY INVESTMENTS PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC	U	350 SOUTH LAND HOLDING, LLC PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC
I	350 SOUTH LAND HOLDING, LLC PARCEL #0781 6429 NORCROSS ROAD 2.75 AC	V	HENDRICOCK, MICHAEL R. AND GARETH M. PARCEL #0781 6429 NORCROSS ROAD 2.75 AC
J	350 SOUTH LAND HOLDING, LLC PARCEL #0782 6740 ENDICOTT ROAD 0.71 AC	W	HENDRICOCK, JAMES B. PARCEL #0782 6744 ENDICOTT ROAD 0.71 AC
K	350 SOUTH LAND HOLDING, LLC PARCEL #0783 6750 ENDICOTT ROAD 0.54 AC	X	350 SOUTH LAND HOLDING, LLC 849 BRIDGE RIVER 0.54 AC
L	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC	Y	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC
M	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC	Z	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC
TOTAL REZONED AREA = 145± ACRES			

ADJACENT PROPERTY OWNERS:

1	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	2	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
2	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	3	GRAY, PHILIP HOWARD AND PEGGY ANN W. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
3	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	4	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
4	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	5	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441
5	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	6	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
6	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599
7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599	8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	11	RAMSEY, CHARLES E. AND PATRICIA G. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1456
11	RAMSEY, CHARLES E. AND PATRICIA G. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1456	12	BAME, MAR, ALLEN P-86-7004-2 REID: 0000 D.B. 6606, PG. 1475
12	MASTERS, RICHARD A. AND CAROL J. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1475	13	GRAY, JESSE J. AND PHYLLIS L. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
13	RAINEY, LARRY A. AND PATSY A. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	14	GRAY, BRUCE D. AND CONNIE R. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
14	WESTMORELAND, CONNIE F. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	15	BROOKS, JAMES E. AND MARY E. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
15	WESTMORELAND, CONNIE F. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	16	WADE, JASON W. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
16	TARPLEY, BRYAN PHIL AND MARCIE P-86-7004-2 REID: 0000 D.B. 6607, PG. 1604	17	HATTEN, LLOYD W. AND CAROL S. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
17	TARPLEY, BRYAN PHIL AND MARCIE P-86-7004-2 REID: 0000 D.B. 6607, PG. 1604	18	HYDE, CHARLES E. AND ANNE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0024
18	KING, TIMOTHY LEE AND ALEXANDER P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	19	HYDE, CHARLES E. AND ANNE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0024
19	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	20	CRUMP, JERRY W. AND SHELBY L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
20	GATEWOOD, JESSE L. AND LISA P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	21	WESTMORELAND, DENNIS P. P-86-7004-2 REID: 0000 D.B. 3654, PG. 0843
21	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	22	HEPLER, GARY C. AND HELEN M. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
22	HANCH, BRYAN T. AND BONNIE L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	23	LONG, JOHN D. AND DORIS W. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
23	WILLIAMS, JOE LEMOND JR. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	24	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
24	BARHAM, ADRIAN WILL AND WENDY N. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842	25	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
25	SHEEP, ROBERT AND ALBERT T. P-86-7004-2 REID: 0000 D.B. 3522, PG. 0045	26	PRICE, BOYD BURNS AND NANCY B. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
26	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	27	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
28	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	29	PEGRAM, JO ANNE P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
30	ROBBINS, ROBERT A. AND PAMELA W. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2430	31	KONKTEMPO, LLC AND MARIE ANN P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
32	JONES, FRANK R. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	33	MONTE, DONALD L. AND LYNN C. P-86-7004-2 REID: 0000 D.B. 6606, PG. 846
34	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	35	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
36	GRAY, BRUCE D. AND CONNIE R. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	37	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
38	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	39	HENDRICOCK, JAMES B. AND ELIZABETH P-86-7004-2 REID: 0000 D.B. 6606, PG. 2220
40	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	41	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
42	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	43	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
44	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	45	PEGRAM, JO ANNE P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
46	ROBBINS, ROBERT A. AND PAMELA W. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2430	47	KONKTEMPO, LLC AND MARIE ANN P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
48	JONES, FRANK R. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	49	MONTE, DONALD L. AND LYNN C. P-86-7004-2 REID: 0000 D.B. 6606, PG. 846
50	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	51	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
52	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	53	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
54	HENDRICOCK, JAMES B. AND ELIZABETH P-86-7004-2 REID: 0000 D.B. 6606, PG. 2220	55	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
56	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	57	CLINCH, JOHN A. AND JANE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0227
58	BYRD, LEONARD A. JR. AND ANITA S. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2227	59	UNDERWOOD, DENNIS E. AND ESTHER L. P-86-7004-2 REID: 0000 D.B. 3654, PG. 0843
60	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	61	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
62	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	63	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
64	MCLAUCHLAN, H. CHARLES JR. AND SUSAN L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	65	NICKLER, DORIS W. P-86-7004-2 REID: 0000 D.B. 2004, PG. 0348
66	SMITH, LOUISE P-86-7004-2 REID: 0000 D.B. 6577, PG. 0661	67	SMITH, LOUISE C. AND JOSEPH P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
68	LANCE, CLARENCE B. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	69	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
70	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 PB 90, PG 12	71	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
72	MOODY, ROY, THOMAS AND MICHELLE R. P-86-7004-2 REID: 0000 D.B. 4671, PG. 0822	73	SHIELDS, MARC P-86-7004-2 REID: 0000 D.B. 3907, PG. 0042
74	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	75	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
76	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	77	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
78	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	79	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
80	PRAYER, JOEL W. JR. PRAYER, JOANN P. EST. JOAN W. PRAYER P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	81	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 PB 94, PG. 44
82	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	83	PRAYER, TERRY W. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
84	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	85	BROOME, ERNEST L. AND SUE W. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
86	RICKS, CHARLES D. AND DEBRA R. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	87	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
88	HEDGECOCK, JOHN H. AND LORI I. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	89	WELLS, KATHLEEN W. WELLS, PATSY LEE W. PERRY P-86-7004-2 REID: 0000 D.B. 6004, PG. 0043
90	ROBERSON, DAVID L. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	91	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
92	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	93	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
94	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	95	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
96	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	97	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
98	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	99	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184
100	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	101	FARMER, MARK A. AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
102	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	103	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
104	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	105	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
106	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	107	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062
108	WEST, VIRGIL S. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	109	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304
110	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304	111	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
112	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	113	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
114	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	115	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
116	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	117	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
118	IDOL, TONY O. DCA, KATHERINE F. IDOL, RICKY S. P-86-7004-2 REID: 0000 D.B. 4074, PG. 0172	119	RINK, C. W., III, RINK, JOHN L., RINK, ELIZABETH CORD L. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
120	JOHNSON, JERRY J. AND GERALDINE P-86-7004-2 REID: 0000 D.B. 2266, PG. 0207	121	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
122	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773	123	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773
124	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184	125	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
126	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	127	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
128	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	129	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
130	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	131	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062

KEY

- OWNED/MODIFY CONTRACT
- EXISTING ACCESS POINT
- PROPOSED ACCESS POINT



ZONING CASE 12-11

Exhibit B

50' Landscaping Buffer Yard and Lighting Buffer

Planning & Development Department

City of High Point

Date: May 2, 2013

N

Scale: 1"=800'

y:/ba-pz/2013/pz/Az12-11exhB.mxd

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

User Information
*Required Fields

Norton powered by VeriSign ABOUT TRUST ONLINE

First Name:* Edward **Middle:** Alan **Last:*** Squires
Street Address:* 331 homestead ave
City:* High Point **State:*** NC **Zip:*** 27262
Employer:
Business Address:
Home Phone:* 336-886-7577 **Work Phone:** **FAX:**
Email:* squiresedward@yahoo.com

Do you live inside the corporate limits of High Point? (•) Yes ( ) No
If not, do you live within High Point's extraterritorial zoning jurisdiction? (•) Yes ( ) No

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

1.* Housing Authority Board
2.* Economic Development
3.* Parks & Recreation Commission

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application. **Any additional information you may want considered (such as a bio or resume') can be e-mailed separately to the City Clerk.**

Have you participated in the City Government 101 Course?* ( ) Yes (•) No Year:

Clear Submit

City of High Point

Strib Boynton
CITY MANAGER

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Sims and City Councilmembers

From: Strib Boynton

Date: April 30, 2013

Subject: 350 South Development

Monday's agenda includes consideration of three (2) recommended items related to the approval of the 510 acre development known as 350 South.

One item involves consideration of a recommended Reimbursement Agreement Ordinance that allows for the basic procedures and terms for the City to enter into agreements to reimburse portions of costs paid by a private developer. A separate memorandum is in your packet from JoAnne Carlyle explaining this in more detail.

A second item involves consideration of the actual recommended 350 Development Agreement reviewed earlier with you. Attached is an extra copy of my April 12, 2013 memorandum summarizing the Agreement. Your approval is also recommended.

A third item involves a rezoning for the development. Your approval of the rezoning is also recommended.

Please call me if you have any questions or if you desire any further information.

Strib

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3052 Phone: 336.883.8556 TDD: 336.883.8517

City of High Point

Strib Boynton
CITY MANAGER

NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Sims and City Councilmembers

From: Strib Boynton

Date: April 12, 2013

COPY

Subject: 350 Development Agreement

Monday's agenda includes a Public Hearing on the proposed 350 Development Agreement. The latest draft, dated March 30, 2013, is attached for your review.

The 350 Development Agreement represents one of the City's single most significant and important economic development commitments in recent years. It is complex 20 year financial partnership involving investment commitments by both 350 Land Holdings, Inc. (DH Griffin, Sr.) and the City of High Point that will open more than 500 acres in northwest High Point to well-planned, multi-phased commercial development.

We are still tying up some loose ends this morning on both sides, and if all continues to go as expected, we fully expect to be presenting you with a recommended a 350 Development Agreement on Monday.

No vote will be required or expected on Monday. We are recommending that after the public hearing you send it to your Planning Committee meeting scheduled for 4:00 on Tuesday for any possible further Council discussion and review. On Monday we will also ask you to extend formal consideration of the 350 Development Agreement to a date/time certain, but certainly no later than Monday, May 6.

The Development Agreement divides the 350 South project into two (2) phases, with the City financing certain major sewer improvements known as the Atlkins Outfall for Phase 1 (estimated less than $800,000) and the Outback Outfall for Phase 2 (estimated less than $600,000), and with the developer financing and constructing the road, water and other infrastructure improvements.

In simple terms, the City would reimburse the developer over 20 years for his infrastructure costs from a portion (45%) of the annual incremental increase in property tax revenues received resulting from private development within the 350 development. The City will recover its costs through water, sewer and property tax revenues.

The attached draft reflects all the basic principles already discussed and agreed to. My staff members are double checking the water, sewer, road, plan and other language and cost estimate details. JoAnne Carlyle and Tom Terrell are also double checking language and other details. Exhibits and accurate final maps are being reviewed, and will be provided to you as soon as possible.

We are very, very close. We will be updating you in more detail on Monday as well as Tuesday afternoon. In the meantime, please call me if you have any questions or if you desire any additional information before Monday.

Cc: JoAnne Carlyle, Tom Terrell, Chris Thompson, Lee Burnette, Mark McDonald, Pat Pate, Jeff Moore, Randy McCaslin, Loren Hill, Sandy Dunbeck, Randy McCaslin,

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (hereinafter referred to as "Development Agreement" "Agreement," or "Reimbursement Agreement," as contextually appropriate, is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina (hereinafter referred to as "350 South"); Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina (hereinafter referred to as "Bland Properties"); and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was _____, and the Agreement became effective pursuant to execution by all parties and recordation by 350 South in the Office of the Guilford County Register of Deeds on _____.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly created a mechanism whereby municipalities and private developers may enter into reimbursement agreements through the enactment of N.C. Gen. Stat. § 160A-499 when the developer constructs municipal infrastructure; and

1.3 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.3.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.3.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately five hundred ten (510) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. At the time of entering into this Agreement, 350 South owns all parcels within the Project except those parcels owned by Bland Properties and James S. Hedgecock and wife, Elizabeth A. Hedgecock, and Michael Raymond Hedgecock and wife, Christy M. Hedgecock (the "Hedgecocks"). The Hedgecock and Bland Properties tracts are under option to 350 South, and it is anticipated that 350 South will acquire the Hedgecocks' properties prior to recordation of this Agreement. Bland Properties is a party to this agreement to accept the covenants and restrictions expressed herein as those covenants and restrictions apply to its properties. It does not agree to perform, nor is it required to perform, the affirmative obligations of developer 350 South.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, risks which would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 The City has adopted an ordinance pursuant to N.C. Gen. Stat. § 160A-499 which sets forth the procedures and terms under which reimbursement agreements may be approved.

2.5 The City recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.6 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.7 The Northwest Area Plan recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.8 The Project is consistent with and fulfills the City's vision for development of this area.

2.9 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, participation which has included, among other things, construction of utilities and other public improvements.

2.10 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.11 The City will provide sewer service to a point south of Interstate 40 (Business) and to a point between Adkins Road and Joe Drive. The lines extended from these outfalls could serve the Project.

2.12 The reimbursement provisions herein enable the City and 350 South to share the cost of certain road improvements that serve the surrounding road network and create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.13 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.14 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the date of adoption for the duration of the Project's development or for twenty (20) years, whichever occurs sooner.

2.15 All parties agree that nothing in this Agreement obligates Bland Properties to take affirmative steps to develop the property or to expend funds of any kind whatsoever, including, but not limited to, funds to construct roads or other infrastructure, and that all development obligations and responsibilities herein which pertain to 350 South shall be exclusively the obligations of 350 South and not Bland Properties. Notwithstanding the foregoing, this Agreement and its limitations and restrictions applies to all tracts within the Project owned by Bland Properties.

ARTICLE 3.
DEFINITIONS

3.1 Agreement. This Development and Reimbursement Agreement as further described in Section 3.10 below.

3.2 Annual Report. The annual report to the City which details the results of the periodic review conducted pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.3 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any amendments to the underlying zoning district shall be deemed to be incorporated automatically into this Development Agreement.

3.4 Baseline Tax. The total real and personal ad valorem taxes assessed by Guilford County against the Increment District for the Baseline Tax Year.

3.5 Baseline Tax Year. The 2012 – 2013 Fiscal Year (July 1, 2012 to June 30, 2013) from which the valuation of the Increment District for tax purposes is established.

3.6 City of High Point. The City of High Point (or "City," depending upon the context), may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.7 Date of Adoption. The date that this Development Agreement is initially approved by the City Council.

3.8 Date of Recordation. The date that a copy of this Development Agreement fully executed by all parties is recorded in the Office of the Guilford County Register of Deeds. The Date of Recordation shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.9 Developer. The developer is 350 South as defined in Section 3.29 below.

3.10 Development Agreement. This document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

3.11 Dividing Line. The line separating Phase 1 from Phase 2 which is visually depicted on Exhibit B and generally runs along Adkins Road and extends to Sandy Ridge Road to the east and south to a point where Adkins Road adjoins the Adkins Outfall.

3.12 Fiscal Year. The twelve-month period beginning on July 1 of each year and ending on the following June 30.

3.13 Increment District. The area and properties depicted and identified on Exhibit A to this Agreement and any properties later added to become a part of this Agreement.

3.14 Incremental Tax Increase. The amount by which (a) the total real and personal ad valorem taxes levied by the City on the Increment District for any Fiscal Year and collected by January 31 of the following calendar year exceed (b) the Baseline Tax.

3.15 Infrastructure. Any improvements or services that serve the Project, including, but not limited to, water and sewer service, stormwater controls, and transportation improvements. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.16 Land Credits. A Land Credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall (a) reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for (b) road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in Land Credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of Land Credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which Land Credits may be applied. Land Credits shall be deemed economic development incentives. Land Credits shall not appreciate in value but may be transferable to any local government or state agency. Land Credits shall not be applicable to the City's construction of water or sewer lines.

3.17 Laws. All applicable federal, state and local laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.18 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), Major Modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies conducted for the Project; and the creation of Land Credits associated with the Project. All major modifications shall be recorded in the Office of the Guilford County Register of Deeds. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.19 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a Material Breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the Timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a Material Breach shall be limited to (a) 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA"), any subsequent TIA conducted for the Project, any transportation conditions agreed to at the time of rezoning and any standard transportation improvements required at the time of plan review; (b) 350 South's development of land on the Project perimeter without first petitioning the City for voluntary annexation as provided in paragraphs 5.1.5 and 5.1.10 below; or (c) if this Agreement is later modified to include Land Credits in exchange for transportation or other improvements by the City, then the failure of either party to perform under that Agreement shall be considered a Material Breach. All other breaches by 350 South shall be considered minor breaches subject to enforcement as a breach of a zoning code requirement.

3.20 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered Material Terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.21 Master Plan. The Project's development concept in map form approved by the City as a Master Plan on May 6, 2013, and which is attached to this Development Agreement as Exhibit B with additional information to illustrate potential road connections and to describe which future tracts would be included within Phase 1 and Phase 2. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency.

3.22 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.23 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption shall control. Terms not defined by statute, ordinance or this Agreement, but which are defined in N.C.G.S. 160A, Article 3, shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.24 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.25 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.26 Project. All land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are approved by the City to be added to the Project and covered by this Development Agreement.

3.27 Reimbursement Payment. The City's annual payment to 350 South equal to the percentage of the Incremental Tax Increase described in Article 6 of this Agreement.

3.28 Reimbursement Period. The period which begins on the date 350 South dedicates a Road or Road section of the Transportation Improvements for which reimbursements shall be paid and which runs to the end of this Agreement's twenty (20) year term.

3.29 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns.

3.30 Timelines. The periods within which the City shall extend and develop the Adkins and Outback outfalls to serve the Project.

3.31 Transportation Improvements. Any internal or external construction of public roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals, signage. Transportation Improvements shall also include any improvements within the right of way, including stormwater improvements and water and sewer lines.

3.32 Wetlands. Those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on April 15, 2013 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of

the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Recordation. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty (20) years from the Date of Recordation.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The Dividing Line separating Phase 1 from Phase 2 is conceptual and established for purposes of planning and financing infrastructure improvements and a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as future tracts which may later be approved by the City to be added to the Project and which lie east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(a)(2), Phase 1 shall be developed during the Project's first and second five (5) year periods. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM.

5.1.5 If 350 South, a subsidiary of 350 South or any entity with common ownership later acquires any tract or tracts outside the current Project perimeter which lie generally east and south of the Dividing Line and northwest of Sandy Ridge Road, it shall first petition the City for annexation and for the tract or tracts to be made part of the Project's CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for voluntary annexation and original zoning. The City agrees that 350 South may acquire tracts outside the Project boundary at different times until ready for all tracts to be annexed.

5.1.6 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.7 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(a)(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.8 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.9 So that Phase 2 does not develop prematurely, no portion of Phase 2 may be developed for any of the uses listed in the adopted conditional zoning ordinance other than the listed agricultural uses and associated accessory uses until the required transportation improvements have been fully constructed to support the use or uses proposed and City water and sewer lines have been constructed to provide service to the use or uses proposed.

5.1.10 If 350 South, a subsidiary of 350 South or any entity with common ownership later acquires any tract or tracts outside the current Project perimeter which lie generally north and west of the Dividing Line and extending to Interstate-40 (Business) to the north and the West Fork of the Deep River and Bunker Hill Road to the west, it shall first petition the City for annexation and for the tract or tracts to be made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for voluntary annexation and original zoning. The City agrees that 350 South may acquire tracts outside the Project boundary at different times until ready for all tracts to be annexed.

5.2 Wetlands.

5.2.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.2.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.2.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.2.4 As provided in N.C. Gen. Stat. § 160A-400.25(a)(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.3 Allowed Uses.

5.3.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.3.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.3.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.4 Development Standards.

5.4.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.4.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a Major Modification to this Agreement which must follow the procedures for Major Modifications. Any other zoning amendments to the Project's development standards shall be considered Minor Modifications.

5.4.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and that 350 South may from time to time request modifications to the Project's development standards.

5.4.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

5.5 Water.

5.5.1 The City has constructed and owns a 16-inch water line along Sandy Ridge Road running to a point at the intersection of Sandy Ridge and Tyner Roads. 350 South has determined and the City agrees that the Sandy Ridge Road water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.5.2 350 South shall construct to city standards the public water lines necessary to extend water service to the entire project subject to the Reimbursement Agreement in Article 6.

5.5.3 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.5.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project.

5.5.5 The City agrees to waive all annexation fees, including all water acreage fees, for water service for the Project.

5.5.6 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend water lines beyond the terms and obligations in this Agreement.

5.6 Sewer – Phase 1.

5.6.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River west of Phase 1.

5.6.2 The City has committed at its expense to design, permit and construct a 12-inch sewer outfall from the West Fork of the Deep River along the tributary creek to the southwestern property line of Tax Parcel 0171055 (identified as Tract S on Exhibit B). This line is and shall be known as the "Adkins Outfall." The Adkins Outfall is in the permitting phase.

5.6.3 The City agrees to provide for continued funding of the Adkins Outfall in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.6.4 The City shall not be required to construct the Adkins Outfall until a company commits to locating a building or buildings in Phase 1. Notwithstanding the City's commitment in paragraph 5.6.2 above, if a company commits to developing a portion of Phase 1 and chooses to construct a building or buildings in a location(s) that would obviate the need to construct the outfall to tax parcel 0171055, then the outfall may be constructed to a location mutually agreed upon by the City and 350 South.

5.6.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Outfall.

5.6.6 The City agrees to waive all annexation fees, including all sewer acreage fees, for sewer service for the Project.

5.7 Sewer – Phase 2.

5.7.1 The City has committed at its expense to design, permit and construct a sewer outfall from the West Fork of the Deep River along the tributary creek to a point just

south of Tract B on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Outfall."

5.7.2 The Outback Outfall may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.7.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Outfall, it is anticipated that the parcels located in Phase 2 shall continue to be used only for agricultural and residential purposes for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.7.4 350 South shall be solely responsible for connecting individual tracts to the Outback Outfall.

5.7.5 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend sewer lines beyond the terms and obligations in this Agreement.

5.8 Transportation.

5.8.1 Traffic Impact Analysis.

5.8.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.8.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a TIA conducted by a professional engineer licensed in the State of North Carolina. Analyses shall be conducted at 350 South's sole expense and shall conform to the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable.

5.8.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a TIA which identifies and analyzes the likely improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1 and to mitigate the Project's anticipated traffic impact.

5.8.1.4 Except as provided in paragraph 5.8.2.6 below, improvements along Sandy Ridge Road necessary to mitigate 350 South's traffic impact, as identified in the initial TIA and subsequent updates and amendments, shall be the responsibility of 350 South and not subject to reimbursement from the City.

5.8.1.5 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. A new TIA shall be required to replace an earlier TIA whose initial five-year horizon has passed.

5.8.1.6 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project. A technical memorandum which documents changes that do not require additional analysis of improvements may be used for proposed additions that add fewer than 150 peak hour trips. 350 South may use up to two technical memorandums before a full TIA update shall be required.

5.8.2 Transportation Improvements.

5.8.2.1 Except as provided in the Reimbursement Agreement in Article 6, the construction of and improvements to the Project's internal roads that connect the Project and its transportation network to the surrounding road system shall be at 350 South's sole expense.

5.8.2.2 350 South agrees to dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project.

5.8.2.3 This Agreement does not address the imposition of costs on 350 South for the realignment of Sandy Ridge Road to a location other than its existing corridor.

5.8.2.4 Realignments and improvements to existing roadways and intersections bordering the Project shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that such improvements are necessitated by existing traffic conditions. However, if the TIA concludes that 350 South's development contributes to the need for realignments and improvements, then 350 South shall be required to contribute to the cost of improvements proportional to its impact on the roadway system.

5.8.2.5 350 South shall, at its expense, install a traffic signal at the primary access point to Sandy Ridge Road when warranted and approved by NCDOT. This signal shall be operated and maintained by NCDOT until such time as the City and NCDOT decide that the signal must be interconnected with the City's Traffic Signal System. At that time, 350 South shall pay to the City its proportionate

share of the cost of connecting to the system, which cost shall not exceed $30,000. 350 South shall also participate in the design and construction of other off-site traffic signals and traffic control/access management devices along Sandy Ridge Road, as yet undetermined, to the extent of the development's proportionate impact on the affected intersections and roadways.

5.8.2.6 350 South shall be required to make any other improvements to mitigate the additional burden to the transportation system created by the Project's traffic generation as recommended by (a) a TIA; (b) any subsequent TIA conducted for the Project; (c) any transportation conditions agreed to at the time of rezoning; and (d) any standard transportation improvements required at the time of plan review. If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay its proportionate share of costs.

5.8.2.7 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof in exchange for an equivalent amount of Land Credits.

5.8.3 Public Road Extensions

5.8.3.1 It is anticipated that the Project will require the construction or improvement of at least three public roads to serve the Project and the surrounding road network, described as follows: (a) an east/west connector between either Gallimore Dairy Road or Clinard Farms Road and Boylston Road, an extension which has been on the City's Capital Improvement Plan ("CIP") for the High Point Metropolitan Area, and which would serve Phase 1 and regional traffic; (b) a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"); and (c) an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A or H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, Endicott Road or both (the "Endicott/Norcross Extension"). The Adkins Extension and the Endicott/Norcross Extension would connect new industries to Interstate 40 (Business) to the north and the City's industries and residential areas to the south and would not be needed until commencement of Phase 2.

5.8.3.2 The location and alignments of the road extensions described in paragraph 5.5.3.1 will not be known until economic development prospects commit to specific sites.

5.8.3.3 The City agrees that at the next possible opportunity it will place the roads described in paragraph 5.8.3.1 onto the City's CIP which is used for long-range planning purposes only, does not represent documented transportation

needs, is fiscally unconstrained, and does not imply that funding is or will be available for improvements when such is identified.

5.8.3.4 The City agrees that 350 South has provided a nonbinding estimate that the costs of constructing the Adkins and Endicott/Norcross Extensions and the Gallimore Dairy or Clinard Farms Road to Boylston Road connector would be $500.00 per linear foot.

ARTICLE 6
REIMBURSEMENT

6.1 Purpose and Overview. This Reimbursement Agreement establishes a mechanism for sharing the expenses of Transportation Improvements that serve both the Project and the broader transportation network. It also acknowledges and lowers the substantial risks assumed by 350 South in assembling large tracts for development which can benefit the City in terms of jobs and increased tax base. The source of funds to be used to reimburse 350 South shall be a percentage of the taxes generated by the Project's development, paid annually.

6.2 Eligible Reimbursements.

6.2.1 350 South may be reimbursed for expenses incurred for the construction of any public road within the Project, including, but not limited to, Gallimore Dairy Road or Clinard Farms Road to Boylston Road Extension; the Adkins Road Extension; and the Norcross/Endicott Extension (each hereinafter referred to as "Road" or collectively as "Roads"). Construction costs for which reimbursement are eligible include design and engineering costs, material costs, labor costs, and water and sewer utility costs to the extent such utilities are installed as part of road construction.

6.2.2 350 shall not be reimbursed for land costs, costs of right-of-way dedication, improvements to Sandy Ridge Road required by the TIA to mitigate 350 South's impact to the transportation network, and any costs in excess of what has been reimbursed to 350 South at the end of the Reimbursement Period.

6.2.3 The map attached as Exhibit B illustrates the locations of the Roads discussed in paragraph 6.2.1 above. These Roads and Road locations are conceptual in nature. 350 South and the City agree that these Roads may not be constructed or, if constructed, may not be located exactly where shown.

6.3 350 South's Obligations.

6.3.1 Subject to the reimbursement provisions in Section 6.4 below, 350 South shall incur all costs related to engineering and design of the Roads. Each of the Roads shall be designed to meet City or NCDOT standards, as applicable. All engineering costs related to road design, including obtaining all local, state and federal permits, shall be the responsibility of 350 South.

6.3.2 350 South shall dedicate all Right of Way within the Project necessary for the construction of the Roads. It shall also make reasonable attempts to acquire, at 350 South's expense, the tracts of land between the Project and Sandy Ridge Road and the Project and Boylston Road in order to make the connection to these roads possible.

6.3.3 350 South shall hire a general contractor to construct the Roads. General contractor bids shall not be excluded or ineligible because the company is affiliated with 350 South.

6.3.4 To be eligible for reimbursement pursuant to N.C. Gen. Stat. § 160A-499, 350 South shall, in consultation with the City, follow the procedures established in N.C. Gen. Stat. §§ 143-131 and 143-132 related to public bidding for construction projects. A company affiliated with 350 South may submit bids.

6.3.5 350 South shall cause a contract with a general contractor to include a guarantee by the contractor for all materials and workmanship related to the Roads until the date which is one year after completion of a Road or a final section of a Road, and that the contractor shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period. If 350 South or an affiliated company performs the general contracting, it guarantees by signing this Agreement that it shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period.

6.3.6 Upon determination by the City or NCDOT (as applicable) that the Road or Roads have been constructed to City or NCDOT standards, 350 South shall dedicate the Road and all utilities within the roadway to the City.

6.3.7 350 South shall provide, to the City's satisfaction, an accounting of the total costs incurred in connection with constructing the Roads or any final section of one of the Roads.

6.4 Reimbursement.

6.4.1 Exhibit A represents the Increment District whose increased tax base shall serve as the source for Reimbursement Payments to 350 South.

6.4.2 The Baseline Tax in the Increment District for the Baseline Tax Year 2012 – 2013 is determined to be $50,882.09.

6.4.3 The Fiscal Year in which the first public Road is dedicated to the City shall be considered the beginning of the Reimbursement Period.

6.4.4 The Reimbursement Payment shall be calculated as the Incremental Tax Increase in the Increment District received by January 31 of each year for the previous year's tax obligations multiplied by 45%.

6.4.5 The City shall make the Reimbursement Payment on or before March 15 beginning in the calendar year that immediately follows acceptance by the City and dedication of a Road. By way of illustration only, if (a) the Incremental Tax Increase of the Increment District is $100,000; (b) the full $100,000 is paid prior to January 31 of the next calendar year; and (c) 350 South has dedicated one of the Roads or a final section of a Road, then the City shall pay 350 South $45,000 as the first Reimbursement Payment for the dedicated Road. If the Incremental Tax Increase the following year is $200,000 and the full amount is timely paid, then the City shall pay 350 South $90,000 on or before March 15.

6.4.6 Subject to the provisions of paragraph 6.4.7, Reimbursement Payments shall continue until the end of the Reimbursement Period.

6.4.7 If 350 South is fully reimbursed for all Roads prior to the end of the twenty year Reimbursement Period, the payments shall cease. If 350 South is not fully reimbursed prior to the end of the Reimbursement Period, then 350 does not recoup the unreimbursed amount.

6.4.8 Interest shall not accrue on the amount(s) expended by 350 South for the construction of the Roads.

6.4.9 The City makes no promise or guarantee that 350 South shall be fully reimbursed all construction costs. 350 South assumes all risks that the Project may not develop or may develop too slowly to create an Incremental Tax Increase sufficient to provide full reimbursement.

ARTICLE 7
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

7.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

7.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(a)(1), 350 South has attached the Project's legal description as Exhibit A.

7.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(a)(2), the parties to this Agreement shall not be precluded from extending the term of the Agreement.

7.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(a)(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM

zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

7.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(a)(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

7.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(a)(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

7.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(a)(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the City's Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

7.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(a)(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

7.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(a)(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 8
PERIODIC REVIEW AND DEFAULT

8.1 Periodic Review.

8.1.1 Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review at least every twelve (12) months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement. The periodic review shall be conducted at a time determined by the Planning Director or other City Manager designee. After conducting the periodic review, the Planning Director or other City Manager designee shall prepare an Annual Report to the City detailing the findings of the periodic review. A copy of the Annual Review shall be delivered to 350 South.

8.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

8.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of Material Breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

8.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

8.2 Default.

8.2.1 Only the failure of a party to comply with Material Terms of this Agreement shall constitute default.

8.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

8.2.3 Performance by either party within a reasonable time shall constitute cure of default.

8.2.4 350 South's failure to comply with any provision other than the Material Terms contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

8.2.5 As provided in Sections 3.29, 9.3 and 9.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

9.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

9.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

9.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

9.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

9.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

9.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

9.11 Modification. The terms of this Agreement may be modified by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.25(b). A Minor Modification to this Agreement shall be recorded in the records of the City and 350 South but shall not require a public hearing.

9.12 Termination. Pursuant to N.C. Gen. Stat. § 160A-400.28, this Agreement may be canceled by mutual consent of the parties to the Agreement or by their successors in interest.

9.13 Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

9.14 Notices. Any notice, demand or communication which is required or may be given to another party in writing shall be delivered or addressed to the other at the address below or to such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager
P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department

P.O. Box 230
High Point, NC 27261
lee.burnette@highpointnc.gov

JoAnne L. Carlyle. Esq.
P.O. Box 230
High Point, NC 27261
joanne.carlyle@highpointnc.gov

to 350 South at:

D.H. Griffin, Sr.
4716 Hilltop Road
Greensboro, NC 27407
dhgriffin@dhgriffin.com

with copies to:

D.H. Griffin, Jr.
4716 Hilltop Road
Greensboro, NC 2740
dhgriffinjr@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

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IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By:_____
D.H. Griffin, Managing Member

City of High Point

By:_____
Strib Boynton, City Manager

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

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

_____
City of High Point Finance Director

Exhibit A

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT "A"
218.6 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWESTERN MOST CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD AND ON THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHWESTERN CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6837 PAGE 0589, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 89 DEG. 04 MIN. 48 SEC. E DISTANCE BEING 143.24 FEET TO A POINT, THENCE N 01 DEG. 46 MIN. 31 SEC. E DISTANCE BEING 28.41 FEET TO A POINT, THENCE S 88 DEG. 25 MIN. 04 SEC. E DISTANCE BEING 95.64 FEET TO A POINT, THENCE N 48 DEG. 34 MIN. 26 SEC. E DISTANCE BEING 156.20 FEET TO A POINT, THENCE N 82 DEG. 44 MIN. 31 SEC. E DISTANCE BEING 191.31 FEET TO A POINT, THENCE N 86 DEG. 30 MIN. 45 SEC. E DISTANCE BEING 101.43 FEET TO A POINT, THENCE S 89 DEG. 31 MIN. 28 SEC. E DISTANCE BEING 63.85 FEET TO A POINT, THENCE S 81DEG. 49 MIN. 00 SEC. E DISTANCE BEING 100.32 FEET TO A POINT, THENCE S 70 DEG. 46 MIN. 58 SEC. E DISTANCE BEING 28.95 FEET TO A POINT, THENCE S 56 DEG. 23 MIN. 14 SEC. E DISTANCE BEING 147.84 FEET TO A POINT, THENCE S 02 DEG. 11 MIN. 35 SEC. W DISTANCE BEING 73.95 FEET TO A POINT, THENCE N 89 DEG. 37 MIN. 25 SEC. W DISTANCE BEING 295.44 FEET TO A POINT BEING THE NORTHWESTERN CORNER OF THOMAS W. BLACKWOOD AS RECORDED IN DEED BOOK 5588 PAGE 0401, THENCE WITH THE WESTERN LINE OF SAID THOMAS W. BLACKWOOD S 04 DEG. 21 MIN. 23 SEC. E DISTANCE BEING 393.87 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID THOMAS W. BLACKWOOD N 89 DEG. 43 MIN. 54 SEC. E DISTANCE BEING 329.44 FEET TO A POINT, THENCE N 00 DEG. 36 MIN. 01 SEC. E DISTANCE BEING 419.87 FEET TO A

POINT, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 52 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 211.03 FEET TO A POINT, THENCE S 56 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 85.56 FEET TO A POINT, THENCE S 62 DEG. 16 MIN. 39 SEC. E DISTANCE BEING 113.37 FEET TO A POINT, THENCE S 71 DEG. 00 MIN. 43 SEC. E DISTANCE BEING 127.39 FEET TO A POINT, THENCE S 82 DEG. 54 MIN. 24 SEC. E DISTANCE BEING 329.92 FEET TO A POINT, THENCE N 72 DEG. 57 MIN. 52 SEC. E DISTANCE BEING 198.66 FEET TO A POINT, THENCE S 89 DEG. 28 MIN. 28 SEC. E DISTANCE BEING 570.24 FEET TO A POINT, THENCE S 85 DEG. 25 MIN. 07 SEC. E DISTANCE BEING 225.98 FEET TO A POINT, THENCE S 68 DEG. 10 MIN. 38 SEC. E DISTANCE BEING 565.75 FEET TO A POINT, THENCE LEAVING THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 S 01 DEG. 28 MIN. 31 SEC. E DISTANCE BEING 655.86 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD S 83 DEG. 41 MIN. 57 SEC. W DISTANCE BEING 171.00 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT A CHORD BEARING OF S 17 DEG. 01 MIN. 40 SEC. E CHORD DISTANCE BEING 60.27 FEET AND HAVING A RADIUS OF 60.00 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID NORCROSS ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD N 83 DEG. 47 MIN. 19 SEC. E DISTANCE BEING 149.49 FEET TO A POINT, THENCE S 01 DEG. 45 MIN. 12 SEC. E DISTANCE BEING 238.44 FEET TO A POINT, THENCE S 88 DEG. 11 MIN. 59 SEC. E DISTANCE BEING 457.42 FEET TO A POINT, THENCE S 03 DEG. 02 MIN. 32 SEC. W DISTANCE BEING 278.95 FEET TO A POINT, THENCE S 68 DEG. 26 MIN. 07 SEC. E DISTANCE BEING 374.36 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 517.16 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 303.86 FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD S 04 DEG. 37 MIN. 55 SEC. W DISTANCE BEING 480.60 FEET TO A POINT, THENCE N 86 DEG. 41 MIN. 16 SEC. W DISTANCE BEING 305.49 FEET TO A POINT, THENCE S 86 DEG. 22 MIN. 54 SEC. W DISTANCE BEING 742.66 FEET TO A POINT, THENCE S 88 DEG. 51 MIN. 07 SEC. W DISTANCE BEING 86.00

FEET TO A POINT, THENCE N 86 DEG. 26 MIN. 36 SEC. W DISTANCE BEING 240.99 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 04 SEC. W DISTANCE BEING 646.27 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 05 SEC. W DISTANCE BEING 435.58 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD N 89 DEG. 19 MIN. 23 SEC. W DISTANCE BEING 235.73 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 89 DEG. 55 MIN. 57 SEC. W DISTANCE BEING 152.91 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 86 DEG. 26 MIN. 20 SEC. W DISTANCE BEING 65.81 FEET TO A POINT, THENCE N 00 DEG. 00 MIN. 08 SEC. E DISTANCE BEING 762.60 FEET TO A POINT, THENCE N 00 DEG. 18 MIN. 36 SEC. E DISTANCE BEING 773.51 FEET TO A POINT, THENCE N 55 DEG. 20 MIN. 18 SEC. W DISTANCE BEING 839.16 FEET TO A POINT BEING THE NORTHWEST CORNER OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 0645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES, LLC S 00 DEG. 24 MIN. 02 SEC. E DISTANCE BEING 1241.38 FEET TO A POINT, THENCE N 89 DEG. 53 MIN. 27 SEC. W DISTANCE BEING 269.83 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF AN UNIMPROVED STREET AS RECORDED IN PLAT BOOK 51 PAGE 86, THENCE S 00 DEG. 16 MIN. 22 SEC. W DISTANCE BEING 408.64 FEET TO A POINT, THENCE S 88 DEG. 54 MIN. 45 SEC. W DISTANCE BEING 199.79 FEET TO A POINT, THENCE S 01 DEG. 02 MIN. 55 SEC. E DISTANCE BEING 195.98 FEET TO A POINT, THENCE N 80 DEG. 47 MIN. 10 SEC. W DISTANCE BEING 279.22 FEET TO A POINT, THENCE N 84 DEG. 57 MIN. 19 SEC. W DISTANCE BEING 277.59 FEET TO A POINT, THENCE N 07 DEG. 12 MIN. 40 SEC. E DISTANCE BEING 669.70 FEET TO A POINT BEING THE NORTHEASTERN CORNER OF C. W. IRVIN JR AS RECORDED IN DEED BOOK 1534 PAGE 0354, THENCE WITH THE NORTHERN LINE OF SAID C. W. IRVIN JR N 89 DEG. 06 MIN. 02 SEC. W DISTANCE BEING 834.48 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF DAVID B. CIENER AS RECORDED IN DEED BOOK 5768 PAGE 1773 N 00 DEG. 19 MIN. 31 SEC. E DISTANCE BEING 1665.23 FEET TO A POINT, THENCE N 86 DEG. 39 MIN. 44 SEC. W DISTANCE BEING 446.48 FEET TO A POINT, THENCE N 01 DEG. 44 MIN. 50 SEC. E DISTANCE BEING 659.26 FEET TO A POINT, THENCE N 84

DEG. 12 MIN. 28 SEC. W DISTANCE BEING 350.34 FEET TO A POINT ON THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 29 DEG. 51 MIN. 43 SEC. E DISTANCE BEING 297.64 FEET TO A POINT, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 20 DEG. 51 MIN. 49 SEC. E DISTANCE BEING 201.06 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 218.6 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT “B”
2.4 ACRES TRACT

BEGINNING AT A POINT BEING THE SOUTHWESTERN CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD AND ON THE EASTERN 50 FOOT RIGHT OF WAY FOR A PLATTED STREET AS SHOWN RECORDED IN PLAT BOOK 51 PAGE 86, THENCE WITH THE EASTERN 50 FOOT RIGHT OF WAY FOR SAID UNIMPROVED STREET (OLIN DRIVE) N 00 DEG. 30 MIN. 02 SEC. E DISTANCE BEING 504.46 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF J.D. JOHNSON AS RECORDED IN DEED BOOK 6558 PAGE 1401 S 87 DEG. 49 MIN. 05 SEC. E DISTANCE BEING 219.10 FEET TO A POINT IN THE EASTERN LINE OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES S 01 DEG. 31 MIN. 17 SEC. W DISTANCE BEING 495.38 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD N 87 DEG. 52 MIN. 35 SEC. W DISTANCE BEING 179.85 FEET TO A POINT, THENCE S 76 DEG. 03 MIN. 41 SEC. W DISTANCE BEING 31.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINGING 2.4 ACRES MORE OR

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT “C”
51.8 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWEST INTERSECTION OF STAPLES ROAD AND ADKINS ROAD, SAID POINT BEING THE NOTRHEASTERN MOST CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6928 PAGE 2035, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD BEING A CURVE TO THE LEFT A CHORD BEARING OF S 47 DEG. 48 MIN. 15 SEC. W CHORD DISTANCE BEING 443.33 FEET AND HAVING A RADIUS OF 688.24 FEET TO A POINT, THENCE S 24 DEG. 10 MIN. 58 SEC. W DISTANCE BEING 53.86 FEET TO A POINT, THENCE S 22 DEG. 08 MIN. 50 SEC. W DISTANCE BEING 80.93 FEET TO A POINT, THENCE S 15 DEG. 53 MIN. 34 SEC. W DISTANCE BEING 76.65 FEET OT A POINT, THENCE S 13 DEG 16 MIN. 50 SEC. W DISTANCE BEING 77.57 FEET TO A POINT, THENCE S 02 DEG. 00 MIN. 05 SEC. W DISTANCE BEING 429.91 FEET TO A POINT, THENCE WITH THE NORTH LINE OF GRAY PHILLIPS N 83 DEG. 38 MIN. 34 SEC. W DISTANCE BEING 547.50 FEET TO A POINT, THENCE S 00 DEG. 01 MIN. 10 SEC. E DISTANCE BEING 259.43 FEET TO A POINT, THENCE N 89 DEG. 51 MIN. 28 SEC. W DISTANCE BEING 568.03 FEET TO A POINT, THENCE N 89 DEG. 31 MIN. 49 SEC. W DISTANCE BEING 238.52 FEET TO A POINT, THENCE N 88 DEG. 56 MIN. 20 SEC. W DISTANCE BEING 1060.87 FEET TO A POINT, THENCE WITH THE EASRTERN LINE OF JAMES W. MOOREFIELD AS RECORDED IN DEED BOOK 3516 PAGE 1589 N 01 DEG. 07 MIN. 12 SEC. E DISTANCE BEING 466.86 FEET TO A POINT, THENCE S 87 DEG. 18 MIN. 52 SEC. E DISTANCE BEING 198.76 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF TONY G IDOL AS RECORDED IN DEED BOOK 4379 PAGE 1010 N 03 DEG. 36 MIN. 47 SEC. E DISTANCE BEING 343.56 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF C. W. IRVIN AS RECORDED IN DEED BOOK 1534 PAGE 0354 N 87 DEG. 27 MIN. 58 SEC. E DISTANCE BEING 1111.11 FEET TO A POINT, THENCE N 06 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 332.67 FEET TO A POINT, THENCE S 85 DEG. 31 MIN. 15 SEC. E DISTANCE BEING 776.75

FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE SAID WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD S 04 DEG. 21 MIN. 08 SEC. W DISTANCE BEING 126.09 FEET TO A POINT, THENCE S 12 DEG. 06 MIN. 03 SEC. W DISTANCE BEING 36.11 FEET TO A POINT, THENCE S 46 DEG. 55 MIN. 56 SEC. W DISTANCE BEING 52.85 FEET TO A POINT, THENCE S 68 DEG. 12 MIN. 23 SEC. W DISTANCE BEING 55.38 FEET TO A POINT, THENCE N 88 DEG. 31 MIN. 50 SEC. W DISTANCE BEING 294.81 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF SAID STAPLES ROAD, THENCE WITH THE TERMINUS OF SAID STAPLES ROAD S 03 DEG. 09 MIN. 51 SEC. W DISTANCE BEING 56.16 FEET TO A POINT, THENCE S 89 DEG. 06 MIN. 01 SEC. E DISTANCE BEING 160.47 FEET TO A POINT, THENCE S 88 DEG. 41 MIN. 23 SEC. E DISTANCE BEING 139.97 FEET TO A POINT, THENCE N 82 DEG. 27 MIN. 10 SEC. E DISTANCE BEING 54.82 FEET TO A POINT, THENCE N 56 DEG. 11 MIN. 11 SEC. E DISTANCE BEING 42.70 FEET TO A POINT, THENCE N 46 DEG. 55 MIN. 54 SEC. E DISTANCE BEING 66.50 FEET TO A POINT, THENCE N 21 DEG. 18 MIN. 31 SEC. E DISTANCE BEING 33.24 FEET TO A POINT, THENCE N 07 DEG. 24 MIN. 19 SEC. E DISTANCE BEING 32.97 FEET TO A POINT, THENCE N 01 DEG. 42 MIN. 46 SEC. E DISTANCE BEING 227.22 FEET TO A POINT, THENCE N 24 DEG. 56 MIN. 53 SEC. E DISTANCE BEING 24.63 FEET TO A POINT, THENCE N 68 DEG. 12 MIN. 33 SEC. E DISTANCE BEING 30.14 FEET TO A POINT, THENCE S 88 DEG. 08 MIN. 38 SEC. E DISTANCE BEING 518.09 FEET TO A POINT, THENCE S 79 DEG. 42 MIN. 37 SEC. E DISTANCE BEING 31.29 FEET TO A POINT THENCE S 64 DEG. 59 MIN. 40 SEC. E DISTANCE BEING 23.16 FEET TO A POINT, THENCE S 52 DEG. 26 MIN. 09 SEC. E DISTANCE BEING 22.95 FEET TO A POINT, THENCE S 20 DEG. 00 MIN. 35 SEC. E DISTANCE BEING 27.50 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 51.8 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT “D”
231.83 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHEAST TERMINUS OF JOE ROAD, SAID POINT ALSO BEING IN A WESTERN LINE OF JAMES S. HEDGECOCK AS RECORDED IN DEED BOOK 5613 PAGE 38, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR SAID JOE ROAD N 85 DEG. 28 MIN. 19 SEC. W DISTANCE BEING 60.00 FEET TO A POINT, THENCE WITH THE WESTERN RIGHT OF WAY FOR SAID JOE ROAD S 04 DEG. 31 MIN. 41 SEC. W DISTANCE BEING 2052.93 FEET TO A POINT, THENCE WITH A SOUTHERN LINE OF 350 SOUTH LAND HOLDING, LLC N 84 DEG. 34 MIN. 44 SEC. W DISTANCE BEING 743.70 FEET TO A POINT, THENCE N 02 DEG. 35 MIN. 15 SEC. E DISTANCE BEING 1244.63 FEET TO A POINT, THENCE N 42 DEG. 21 MIN. 55 SEC. W DISTANCE BEING 1231.09 FEET TO A POINT, THENCE N 01 DEG. 23 MIN. 24 SEC. E DISTANCE BEING 132.15 FEET TO A POINT, THENCE N 88 DEG. 52 MIN. 05 SEC. W DISTANCE BEING 331.90 FEET TO A POINT, THENCE N 00 DEG. 56 MIN. 55 SEC. E DISTANCE BEING 429.80 FEET TO A POINT, THENCE S 87 DEG. 14 MIN. 55 SEC. W DISTANCE BEING 516.72 FEET TO A POINT ON THE EASTERN RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE EASTERN RIGHT OF WAY FOR ADKINS ROAD N 01 DEG. 23 MIN. 21 SEC. W DISTANCE BEING 102.24 FEET TO A POINT, N 02 DEG. 25 MIN. 26 SEC. E DISTANCE BEING 159.91 FEET TO A POINT, THENCE S 87 DEG. 32 MIN. 59 SEC. E DISTANCE BEING 190.00 FEET TO A POINT, THENCE N 03 DEG. 11 MIN. 55 SEC. E DISTANCE BEING 559.00 FEET TO A POINT, THENCE N 85 DEG. 05 MIN. 05 SEC. W DISTANCE BEING 197.50 FEET TO A POINT, THENCE N 02 DEG. 01 MIN. 36 SEC. E DISTANCE BEING 428.30 FEET TO A POINT, THENCE N 14 DEG. 36 MIN. 28 SEC. E DISTANCE BEING 141.99 FEET TO A POINT, THENCE N 25 DEG. 09 MIN. 55 SEC. E DISTANCE BEING 125.71 FEET TO A POINT, THENCE S 82 DEG. 41 MIN. 09 SEC. E DISTANCE BEING 296.14 FEET TO A POINT, THENCE S 00 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 1226.90 FEET TO A POINT, THENCE S 89 DEG. 39 MIN. 05 SEC. E DISTANCE BEING 408.70 FEET TO A

POINT, THENCE S 86 DEG. 48 MIN. 15 SEC. E DISTANCE BEING 692.40 FEET TO A POINT, THENCE N 01 DEG. 09 MIN. 15 SEC. W DISTANCE BEING 1243.95 FEET TO A POINT, THENCE N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 420.00 FEET TO A POINT, THENCE N 00 DEG. 10 MIN. 11 SEC. W DISTANCE BEING 406.98 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ADKINS ROAD N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 363.69 FEET TO A POINT, THENCE WITH A WESTERN LINE OF VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 00 DEG. 10 MIN. 11 SEC. E DISTANCE BEING 1678.70 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 87 DEG. 21 MIN. 18 SEC. E DISTANCE BEING 946.23 FEET TO A 1 1/2 INCH IRON PIPE, THENCE WITH THE EASTERN LINE OF CHRISTOPHER UNDERWOOD AS RECORDED IN DEED BOOK 5805 PAGE 2918 N 03 DEG. 40 MIN. 25 SEC. E DISTANCE BEING 203.47 FEET TO AN EXISTING 1 INCH PINCH TOP IRON PIPE, THENCE WITH THE EASTERN LINE OF KENNETH JONES AS RECORDED IN DEED BOOK 2756 PAGE 0492 N 03 DEG. 41 MIN. 41 SEC. E DISTANCE BEING 129.80 FEET TO AN EXISTING 3/4 INCH PINCH TOP IRON PIPE, THENCE WITH THE EASTERN LINE OF SAID KENNETH JONES AND CROSSING A BRANCH N 03 DEG. 41 MIN. 35 SEC. E DISTANCE BEING 104.50 FEET TO AN EXISTING #3 REBAR, THENCE WITH THE EASTERN LINE OF SAID KENNETH JONES N 04 DEG. 01 MIN. 01 SEC. E DISTANCE BEING 54.51 FEET TO A #3 REBAR, THENCE WITH AN EASTERN LINE OF ANN K. SHAW AS RECORDED IN DEED BOOK 7085 PAGE 0984 N 03 DEG. 09 MIN. 46 SEC. E DISTANCE BEING 49.88 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 INCH IRON PIPE ALSO BEING THE SOUTHEAST CORNER OF LOT 18 OF THE VALLEY DALE ACRES AS RECORDED IN PLAT BOOK 29 PAGE 12, THENCE WITH THE EASTERN LINE OF SAID ANN K. SHAW N 03 DEG. 47 MIN. 14 SEC. E DISTANCE BEING 104.69 FEET TO AN EXISTING #3 REBAR, SAID EXISTING #3 REBAR BEING THE SOUTHEAST CORNER OF LOT 17 OF THE AFORESAID VALLEY DALE ACRES, THENCE WITH AN EASTERN LINE OF SAID LOT 17 AND BEING THE EASTERN LINE OF CHARLES H. MCLAUCHLIN AS RECORDED IN DEED BOOK 3861 PAGE 1473 N 03 DEG. 27 MIN. 19 SEC. E DISTANCE

BEING 54.90 FEET TO AN EXISTING 3/4 INCH IRON PIPE, THENCE WITH THE SOUTHERN LINE OF JAMES DREW KNUCKLES AS RECORDED IN DEED BOOK 2258 PAGE 338 S 84 DEG. 45 MIN. 19 SEC. E DISTANCE BEING 1573.72 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 IRON PIPE BEING THE NORTHWEST CORNER OF CLARENCE S. LONG, JR AS RECORDED IN DEED BOOK 4199 PAGE 1049 AND DEED BOOK 2277 PAGE 517, THENCE WITH THE WESTERN LINE OF SAID CLARENCE S. LONG, JR S 10 DEG. 30 MIN. 23 SEC. W DISTANCE BEING 208.98 FEET TO AN EXISTING 1/2 INCH PINCH TOP IRON PIPE, THENCE WITH SAID CLARENCE S. LONG, JR S 84 DEG. 30 MIN. 54 SEC. E DISTANCE BEING 418.25 FEET TO AN EXISTING 1 INCH SOLID ROD IN THE WESTERN LINE OF DENNIS W. ROBINSON, THENCE WITH THE WESTERN LINE OF DENNIS W. ROBINSON AS RECORDED IN DEED BOOK 4268 PAGE 493 S 10 DEG. 00 MIN. 06 SEC. W DISTANCE BEING 60.38 FEET TO AN EXISTING 1/2 INCH SOLID ROD, THENCE WITH THE WESTERN LINE OF SAID DENNIS W. ROBINSON AS RECORDED IN DEED BOOK 1360 PAGE 0430 AND AS SHOWN ON PLAT BOOK 150 PAGE 32 S 10 DEG. 27 MIN. 09 SEC. W DISTANCE BEING 688.36 FEET TO AN EXISTING 1/2 INCH IRON PIPE BEING THE NORTHWEST CORNER OF DOUGLAS E. BULL AS DESCRIBED IN DEED BOOK 2762 PAGE 0005, THENCE WITH THE WESTERN LINE OF DOUGLAS E. BULL S 10 DEG. 29 MIN. 07 SEC. W DISTANCE BEING 175.95 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE SOUTHERN LINE OF SAID DOUGLAS E. BULL S 79 DEG. 09 MIN. 44 SEC. E DISTANCE BEING 234.08 FEET TO AN EXISTING 1 1/2 INCH IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD (S.R.#1850), THENCE WITH THE WESTERN MARGIN OF SANDY RIDGE ROAD S 25 DEG. 05 MIN. 14 SEC. W DISTANCE BEING 474.30 FEET TO A NEW IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD (S.R.#1850) SAID NEW IRON PIPE ALSO BEING THE SOUTHEAST CORNER OF 350 SOUTH LAND HOLDING, LLC, AS RECORDED IN DEED BOOK 7430 PAGE 1834 TRACT 1, THENCE WITH THE WESTERN MARGIN OF SANDY RIDGE ROAD S 30 DEG. 34 MIN. 02 SEC. W DISTANCE BEING 109.89 FEET TO A NEW IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD, SAID NEW IRON PIPE BEING THE NORTHEASTERN CORNER OF RICKY T. MOODY AS DESCRIBED IN DEED BOOK 4573 PAGE 1922, THENCE WITH THE NORTHERN LINE OF SAID RICKY

T. MOODY N 68 DEG. 57 MIN. 07 SEC. W DISTANCE BEING 615.04 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH AN EASTERN LINE OF SAID RICKY T. MOODY N 05 DEG. 06 MIN. 00 SEC. E DISTANCE BEING 111.13 FEET TO AN EXISTING 1 INCH SOLID ROD IN THE EAST LINE OF SAID RICKY T. MOODY, SAID EXISTING 1 INCH SOLID ROD ALSO BEING SOUTHEAST CORNER OF 350 SOUTH LAND HOLDING, LLC, AS RECORDED IN DEED BOOK 7430 PAGE 1834 TRACT 1, THENCE WITH AN EASTERN LINE OF SAID RICKY T. MOODY N 14 DEG. 55 MIN. 07 SEC. E DISTANCE BEING 69.31 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH A NORTHERN LINE OF SAID RICKY T. MOODY N 83 DEG. 27 MIN. 36 SEC. W DISTANCE BEING 454.95 FEET TO AN EXISTING 1/2 INCH PINCH TOP IRON PIPE,

THENCE WITH THE WESTERN LINE OF SAID RICKY T. MOODY S 05 DEG. 45 MIN. 43 SEC. W DISTANCE BEING 443.81 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 INCH IRON PIPE BEING A NORTHWEST CORNER OF ANN SHIELDS AS RECORDED IN DEED BOOK 2807 PAGE 130 TRACT 2, ALSO BEING THE NORTHWEST CORNER OF LOT 3 OF THE ANNE SHIELDS PROPERTY AS RECORDED IN PLAT BOOK 124 PAGE 24, THENCE WITH THE WEST LINE OF SAID ANN SHIELDS S 05 DEG. 45 MIN, 43 SEC, W DISTANCE BEING 339.08 FEET TO AN EXISTING 1 INCH IRON PIPE, SAID EXISTING 1 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID ANN SHIELDS AS RECORDED IN DEED BOOK 2807 PAGE 130 TRACT 2 AND DEED BOOK 1277 PAGE 224, SAID EXISTING IRON PIPE ALSO BEING THE NORTHWEST CORNER OF LAWRENCE O. EDWARDS AS RECORDED IN DEED BOOK 7343 PAGE 1314, THENCE WITH THE WESTERN LINE OF SAID LAWRENCE O. EDWARDS AND THE WESTERN LINE OF LOT 4 OF HOMEDELL SUBDIVISION AS RECORDED IN PLAT BOOK 28 PAGE 32 S 05 DEG. 27 MIN. 28 SEC. W DISTANCE BEING 111.00 FEET TO A MARKED POWER POLE AND P.K. NAILS ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR ROSE HAVEN ROAD (S.R.#1916), THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR SAID ROSE HAVEN ROAD AS DESCRIBED IN DEED BOOK 4240 PAGE 0506 N 68 DEG 23 MIN. 59 SEC. W DISTANCE BEING 3.55 FEET TO A NEW IRON PIPE, THENCE WITH THE WESTERN TERMINUS OF SAID ROSE HAVEN ROAD HAVING A 60 FOOT RIGHT OF WAY S 21 DEG. 36 MIN. 01 SEC. W DISTANCE BEING 60.00 FEET TO A NEW IRON PIPE BEING

THE SOUTHWEST TERMINUS OF SAID ROSE HAVEN ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ROSE HAVEN ROAD S 68 DEG. 23 MIN. 59 SEC. E DISTANCE BEING 43.54 FEET TO A MARKED 12 INCH CEDAR FENCE POST, SAID MARKED 12 INCH CEDAR FENCE POST ALSO BEING THE SOUTHWEST TERMINUS OF ROSE HAVEN ROAD AS SHOWN RECORDED IN PLAT BOOK 28 PAGE 32, THENCE WITH THE WESTERN LINE OF ANGELA R. HAIRSTON AS RECORDED IN DEED BOOK 6755 PAGE 1433 AND BEING THE WESTERN LINE OF LOT 8 OF HOMEDELL SUBDIVISION AS RECORDED IN PLAT BOOK 28 PAGE 32 S 06 DEG. 15 MIN. 46 SEC. W DISTANCE BEING 167.30 FEET TO AN EXISTING 3/4 INCH IRON PIPE IN THE NORTHERN LINE OF JOE W. FRAZIER AS RECORDED IN DEED BOOK 7029 PAGE 709, THENCE WITH THE NORTHERN LINE OF SAID JOE W. FRAZIER AND THE SOUTHERN LINE OF HEREIN DESCRIBED AS RECORDED IN DEED BOOK 2198 PAGE 508 TRACTS 1 AND 2 N 84 DEG. 01 MIN. 36 SEC. W DISTANCE BEING 672.18 FEET TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING THE SOUTHEASTERN CORNER OF JAMES S. HEDGECOCK AS RECORDED IN DEED BOOK 5613 PAGE 38, THENCE WITH THE SOUTHERN LINE OF SAID JAMES S. HEDGECOCK N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 123.75 FEET TO A POINT, THENCE S 00 DEG. 51 MIN. 30 SEC. W DISTANCE 16.06 FEET TO A POINT, THENCE N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 742.93 FEET TO A POINT ON THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE N 04 DEG. 36 MIN. 55 SEC E DISTANCE BEING 904.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 231.83 ACRES MORE OR LESS.

Exhibit B

11-19-2012 HPCC
120301
120302
120303

High Point City Council 11/19/2012

Please correct my address in the Planning and Zoning's report of last week's meeting that was prepared for council. It is 8625 Bull Rd., Colfax, NC

There was no mention in the report of citizens' environmental concerns during the P and Z meeting about the proposed business park site being located in High Point's watershed area and the many steep slopes, streams and tributaries of the Deep River that are scattered throughout the proposed site. Industrial activities would seem environmentally unwise here.

Using the airport overlay districts to suggest that no new residential development could occur in the area was very disappointing and reveals the city's true intentions, which is to hold land hostage for the city's interests, and not for the interests of all residents and landowners in this area unless they choose to be annexed. It is important that all non- annexed or county residents know that they and their property is governed by Guilford County and is not subjected to High Point's overlay district and zoning regulations.

Many speakers noted their concerns with transportation problems. The current road network is not friendly to industrial truck traffic. There is little access to Sandy Ridge Road, which is scheduled for future improvement. Serving rural residents, current narrow roads with numerous blind spots caused by hills and curves coupled with school buses and slow-moving farm equipment seem to increase the likely hood of disastrous outcomes.

Where I live, work, and play, I have had firsthand experiences with truck traffic on similar secondary rural roads as those in the Boylston Road area. Road Tractors with trailers up to 55 feet long often pass through our neighborhoods and have skidded to prevent hitting me in route to the Fed Ex facility in Kernersville. On numerous occasions I have contacted NCDOT, Highway Patrol, and Town of Kernersville officials about this problem. It seems to improve for a short while, but the trucks do come back.

Sections of Crosscreek Road are crumbling due to this traffic. Allowing such development in areas designed for rural traffic will require more maintenance and upgrades, it places a heavier and unnecessary burden upon taxpayers, and destroys two of the three main land-use planning goals intended to create communities where people will want to live, work, and play.

Were impacted citizens asked if they would like to live and play in such an environment during the community meeting with developers? I doubt it.

The definition of progress has dramatically changed. For the sake of progress, industrial development is now desired in sensitive watershed areas that sustains hundred s of thousands of citizens. For the sake of progress, abandoned industrial sites which have much better access to roads are allowed further deterioration. Finally, for the sake of progress, the quality of life sought after by far too many citizens is sacrificed. Millions for those who build it, misery for those who live near it.

Jimmy Morgan 8625 Bull Rd. Colfax

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 12, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Request for Miscellaneous Permit Receivables Write-off

North Carolina law allows the City to write-off uncollected accounts receivable when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet. Following multiple attempts, the City's Development Services Department has exhausted efforts to contact and collect these remaining outstanding balances from businesses and contractors.

Staff requests the authority from City Council to charge off $5,474 as detailed in the following amounts for the respective years identified:

FY2001-2002	$ 30
FY2003-2004	2,626
FY2004-2005	170
FY2005-2006	2,438
FY2007-2008	80
FY2008-2009	130
Total	$5,474

A more detailed memo of justification from G. Lee Burnette is attached for your additional information.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 2, 2012

To: Jeff Moore, Financial Services Director
From: G. Lee Burnette, AICP, Director
Subject: **Uncollectable Permit Fees**

I am requesting write-off of uncollected funds from overdue contractor accounts in the amount of $5,474. Historically, the City allowed contractors to obtain permits without the initial payment of fees provided they obtained and maintained a permit bond or surety guaranteeing the fee payment. Contractors that used this service would be billed monthly by the City for payment of fees due. If the fees were past due for 90 days, then no additional permits could be issued to the contractor until their account was paid in full.

I ceased this fee payment practice on July 1, 2010 due to a variety of issues and concerns. One of which was the increasing number of accounts that were going past due. My staff has worked to collect on all past due accounts and has decreased the number of overdue contractor accounts down to the remaining eleven, which are attached. All of these uncollected fees are more than 3 years past due.

My staff has tried to collect upon the permit bond or surety; however these accounts are uncollectable from the respective surety company due to several reasons. One, some permit bonds were not renewed by the contractor and the City did not receive notice. Two, some permit bonds were cancelled by the contractor and the City did not receive notice. And three, for some accounts the surety company is no longer obligated to pay the amount due because of the time that has elapsed.

Since July 1, 2010, the permit bond payment service is no longer available and all permit fees due must be paid prior to the issuance of the permit. All fees must be paid by cash, check or an acceptable credit card.

Please contact me if you have any questions or need additional information.

cc: Randy McCaslin, Assistant City Manager

City of High Point
Budget & Evaluation Office

November 13, 2012

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The State of North Carolina has appropriated $1,000,000 to the City of High Point to support transportation for the annual Fall and Spring furniture market. It was anticipated during the FY 2012-13 that the city would receive $928,000, and was budgeted as such. The Transportation Department has requested City Council approve a budget amendment to recognize these additional revenues for appropriation.

Attached is a budget amendment in the amount of $72,000 for these revenues to be added to the Special Grants Fund budget.

cc: Pat Pate
Randy McCaslin
Jeff Moore
Mark McDonald

Attachments: Budget Amendment

"AN ORDINANCE AMENDING THE 2012-2013 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS TO SUPPORT TRANSPORTATION FOR THE
FURNITURE MARKET

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

Section 1. The City of High Point will receive $1,000,000 from the State of North Carolina to support transportation for the annual Fall and Spring furniture market. The estimated amount of funding included in the FY 2012-13 Budget was $928,000, making it necessary to appropriate an additional $72,000.

Section 2. The 2012-2013 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Special Grant Fund of the City of High Point, is hereby amended as follows:

Special Grant Fund Revenues	$ 72,000

(B) That the Special Grant Fund expenditures be amended as follows:

Special Grant Fund Expenditures	$72,000

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

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

Adopted this 19th day of November, 2012
Lisa B. Vierling, City Clerk

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (hereinafter referred to as "Development Agreement" or "Reimbursement Agreement" or "Agreement") is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina; Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina (collectively hereinafter referred to as "350 South"); and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was _____, and the Agreement became effective pursuant to execution and recordation by 350 South in the Office of the Guilford County Register of Deeds on _____.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly created a mechanism whereby municipalities and private developers may enter into reimbursement agreements through the enactment of N.C. Gen. Stat. § 160A-499 when the developer constructs municipal infrastructure; and

1.3 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.3.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.3.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately five hundred eleven (511) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. 350 South owns all parcels within the Project except those parcels owned by Bland Properties Investments, LLC and James and Elizabeth Hedgecock and Michael and Christy Hedgecock (the "Hedgecocks"). The Hedgecock tracts are under option to 350 South and may be acquired by 350 South between the Date of Adoption and the Date of Approval.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, risks which would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 The City recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.5 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.6 The Northwest Area Plan recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.7 The Project is consistent with and fulfills the City's vision for development of this area.

2.8 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, participation which has included, among other things, construction of utilities and other public improvements.

2.9 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.10 The City has entered into a Memorandum of Understanding with the Town of Kernersville to provide sewer service to a point north of Interstate 40 (Business). The service from this sewer extension could serve the Project.

2.11 The reimbursement provisions herein enable the City and 350 South to share the cost of certain roads that serve the broader region and create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.12 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.13 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the time of its adoption for the duration of the Project's development or for twenty (20) years, whichever occurs sooner.

ARTICLE 3.
DEFINITIONS

3.1 Agreement. This Development and Reimbursement Agreement as further described in Section 3.10 below.

3.2 Annual Report. The periodic review conducted by the City pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.3 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any amendments to the underlying zoning district shall be deemed to be incorporated automatically into this Development Agreement.

3.4 Baseline Tax. The total real and personal ad valorem taxes assessed by the City against the Increment District for the Baseline Tax Year. For the purposes of this Agreement, the Baseline Tax is calculated to be zero.

3.5 Baseline Tax Year. The City's 2012 – 2013 Fiscal Year (July 1, 2012 to June 30, 2013) from which the valuation of the Increment District for tax purposes was established.

3.6 City of High Point. The City of High Point (or City), depending upon the context, may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.7 Date of Adoption. The date that this Development Agreement is initially approved by the City Council.

3.8 Date of Approval. The date that a copy of this Development Agreement fully executed by 350 South is recorded in the Office of the Guilford County Register of Deeds. The Date of Approval shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.9 Developer. The developer is 350 South as defined in Section 3.28 below.

3.10 Development Agreement. This document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

3.11 Fiscal Year. The twelve-month period beginning on July 1 of each year and ending on the following June 30.

3.12 Increment District. The area and properties depicted and identified on Exhibit A to this Agreement and any properties later added to become a part of this Agreement.

3.13 Incremental Tax Increase. The amount by which (a) the total real and personal ad valorem taxes levied by the City on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceed (b) the Baseline Tax.

3.14 Infrastructure. Any improvements or services that serve the project, including, but not limited to, water and sewer service, stormwater controls, transportation improvements, electricity, fiber optic lines, cellular or broadband service and other technologies known or not yet known. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.15 Land Credits. A Land Credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in Land Credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of Land Credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which Land Credits may be applied. Land Credits shall be deemed economic development incentives. Land Credits shall not appreciate in value but may be transferable to any local government or state agency. Land Credits shall not be applicable to the City's construction of water or sewer lines.

3.16 Laws. All applicable federal, state and local laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.17 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), Major Modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies conducted for the Project; and the creation of Land Credits associated with the Project. All major modifications shall be recorded in the Office of the Guilford County Register of Deeds. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.18 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a Material Breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a Material Breach shall be limited to 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA") or any subsequent TIA conducted for the Project. If this Agreement is later modified or supplemented to include Land Credits in exchange for transportation or other

improvements by the City, then the failure of either party to perform under that Agreement shall be considered a Material Breach. All other breaches shall be considered minor breaches.

3.19 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered Material Terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.20 Master Plan. The Project's development concept in map form approved by the City as a Master Plan and which is attached to this Development Agreement as Exhibit B. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency. The Master Plan includes any future modifications initiated by 350 South.

3.21 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.22 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption shall control. Terms not defined by statute, ordinance or this Agrement, but which are defined in this N.C.G.S. 160A, Article 3, shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.23 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.24 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.25 Project. All land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are added to the Project and covered by this Development Agreement.

3.26 Reimbursement Payment. The City's annual payment to 350 South equal to the percentage of the Incremental Tax Increase described in Article 6 of this Agreement.

3.27 Reimbursement Period. The twenty years following 350 South's first dedication of a Road or Road section for which reimbursements shall be paid.

3.28 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns and any other property owner or owners holding fee title to property included within the Project's boundaries and their agents, representatives, successors and assigns.

3.29 Transportation Improvements. Any internal or external construction of public or private roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals and signage.

3.30 Wetlands. Those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on April 15, 2013 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Approval. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty (20) years from the Date of Approval.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The location of this depiction (the "Dividing Line") is conceptual and for purposes of planning and financing infrastructure improvements and establishing a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as tracts which may later be added lying east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 1 shall be developed during the Project's first and second five (5) year periods. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM.

5.1.5 All tracts of land outside the current Project perimeter which (a) lie generally east and south of Adkins Road and northwest of Sandy Ridge Road, and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.1.6 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.7 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.8 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.9 So that Phase 2 does not develop prematurely, no portion of Phase 2 may be developed for any of the uses listed in the adopted conditional zoning ordinance other than the listed agricultural uses and associated accessory uses until the required transportation improvements have been fully constructed to support the uses or uses proposed and City water and sewer lines have been constructed to provide service to the use or uses proposed.

5.1.10 All tracts of land outside the current Project perimeter which (a) lie generally north and west of Adkins Road and south of Interstate-40 (Business), and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.2 Wetlands.

5.2.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.2.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.2.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.2.4 As provided in N.C. Gen. Stat. § 160A-400.25(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.3 Allowed Uses.

5.3.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.3.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.3.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.4 Development Standards.

5.4.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.4.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a Major Modification to this Agreement which must follow the procedures for Major Modifications. Any other zoning amendments to the Project's development standards shall be considered Minor Modifications.

5.4.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and and that 350 South may from time to time request modifications to the Project's development standards.

5.4.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

5.5 Water.

5.5.1 The City has constructed and owns a 12-inch water line along Sandy Ridge Road running to a point south of Endicott Road near the Piedmont Triad Farmer's Market. 350 South has determined and the City agrees that the Sandy Ridge Road water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.5.2 350 South shall construct water lines necessary to extend water service to the entire project subject to the Reimbursement Agreement in Article 6.

5.5.3 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.5.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project. The City further agrees that such reconstruction and reconnection shall be done in a manner that does not interrupt water service to the Project.

5.5.5 The City agrees to waive all annexation fees, including all water capacity fees, for water service for the Project.

5.5.6 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend water lines beyond the terms and obligations in this Agreement.

5.6 Sewer – Phase 1.

5.6.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River to a point west of Phase 1.

5.6.2 The City has committed at its own expense to design, permit and construct a 12-inch sewer outfall from the West Fork of the Deep River to the northeastern corner of Tax Parcel 0171055 (identified as Tract S on Exhibit B) near a point where it abuts Guilford County Tax Parcel identified as PIN # 17-95-7080-A-1158-00-0028. This line is and shall be known as the "Adkins Line." The Adkins Line is in the permitting phase.

5.6.3 The City agrees to provide for continued funding of the Adkins Line in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.6.4 The City shall not be required to construct the Adkins Line until a company commits to locating a building or buildings in Phase 1. Notwithstanding the City's commitment in paragraph 5.6.2 above, if a company commits to developing a portion of Phase 1 and chooses to construct a building or buildings in a location(s) that would obviate the need to construct the outfall to tax parcel 0171055, then the outfall may be constructed to a location mutually agreed upon by the City and 350 South.

5.6.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Line.

5.6.6 The City agrees to waive all annexation fees, including all sewer capacity fees, for sewer service for the Project.

5.7 Sewer – Phase 2.

5.7.1 The City has committed at its own expense to design, permit and construct a sewer outfall from the West Fork of the Deep River to a point south of Interstate-40 (Business) and across parcels identified as Tracts A, B, J, H and L on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Line."

5.7.2 The Outback Line may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.7.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Line, it is anticipated that the parcels located in Phase 2 shall continue to be used for agricultural and residential purposes only for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.7.4 350 South shall be solely responsible for connecting individual tracts to the Outback Line.

5.7.5 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend sewer lines beyond the terms and obligations in this Agreement.

5.8 Transportation.

5.8.1 Traffic Impact Analysis.

5.8.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.8.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a TIA conducted by a professional engineer licensed in the State of North Carolina. Analyses shall be conducted at 350 South's sole expense and shall conform to the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable.

5.8.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a TIA which identifies and analyzes the likely improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1 and to mitigate the Project's anticipated traffic impact.

5.8.1.4 Except as provided in paragraph 5.8.2.6.below, improvements along Sandy Ridge Road necessary to mitigate 350 South's traffic impact, as identified in the initial TIA and subsequent updates and amendments, shall be the responsibility of 350 South and not subject to reimbursement from the City.

5.8.1.5 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. A new TIA shall be required to replace an earlier TIA whose initial five-year horizon has passed.

5.8.1.6 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project. A technical memorandum which documents changes that do not require additional analysis of improvements may be used for proposed additions that add fewer than 150 peak hour trips.

5.8.2 Transportation Improvements.

5.8.2.1 Except as provided in the Reimbursement Agreement in Article 6, the construction of and improvements to the Project's internal roads that connect the Project and its transportation network to the regional road system shall be at 350 South's sole expense.

5.8.2.2 350 South agrees to dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project. However, it is acknowledged that certain alignments of Sandy Ridge Road could seriously impair or eliminate the development of a portion of the Project and would be considered a taking.

5.8.2.3 The realignment of Sandy Ridge Road, to the extent recommended or required by NCDOT, shall not be a cost imposed by this Development Agreement on 350 South.

5.8.2.4 Realignments and improvements to existing roadways and intersections bordering the Project shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that such improvements are necessitated by existing traffic conditions. However, if the TIA concludes that 350 South's development contributes to the need for realignments and improvements, then 350 South shall be required to contribute to the cost of improvements proportional to its impact on the roadway system.

5.8.2.5 350 South shall be required to make any other improvements recommended by a TIA to mitigate the additional burden to the transportation system created by the Project's traffic generation. If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay its proportionate costs.

5.8.2.6 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof or to pay for certain improvements or a portion thereof in exchange for an equivalent amount of Land Credits.

5.8.3 Public Road Extensions

5.8.3.1 It is anticipated that the Project will require the construction or improvement of three public roads to serve the Project and the surrounding road network, described as follows: (a) an east/west connector between either Gallimore Dairy Road or Clinard Farms Road and Boylston Road, an extension which has been on the City's Comprehensive Transportation Plan ("CTP") for the High Point Metropolitan Area, and which would serve Phase 1 and regional traffic; (b) a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"); and (c) an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A or H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, Endicott Road or both (the "Endicott/Norcross Extension"). The Adkins Extension and the Endicott/Norcross Extension would connect new industries to Interstate 40 (Business) to the north and the City's industries and residential areas to the south and would not be needed until commencement of Phase 2.

5.8.3.2 The location and alignments of the road extensions described in paragraph 5.5.3.1 will not be known until economic development prospects commit to specific sites.

5.8.3.3 The City agrees that at the next possible opportunity it will place the roads described in paragraph 5.8.3.1 onto the City's CTP if not already part of the CTP. 350 South acknowledges that the CTP is used for long-range planning purposes only, does not represent documented transportation needs, is fiscally unconstrained, and does not imply that finding is or will be available for improvements when such is identified.

5.8.3.4 The City and 350 South estimate that the costs of constructing the Adkins and Endicott/Norcross Extensions and the Gallimore Dairy or Clinard Farms Road to Boylston Road connector to be $458.22 per linear foot or $2,419,416 per linear mile.

ARTICLE 6
REIMBURSEMENT

6.1 Purpose and Overview. This Reimbursement Agreement establishes a mechanism for sharing the expenses of transportation improvements that serve both the Project and the broader transportation network. It also acknowledges and lowers the substantial risks assumed by 350 South in assembling large tracts for development which can benefit the City in terms of jobs and increased tax base. The source of funds to be used to reimburse 350 South shall be a percentage of the taxes generated by the Project's development, paid annually.

6.2 Eligible Reimbursements.

6.2.1 350 South may be reimbursed for expenses incurred for the construction of the Gallimore Dairy Road or Clinard Farms Road to Boylston Road Extension; the Adkins Road Extension; and the Norcross/Endicott Extension (each hereinafter referred to as "Road" or collectively as "Roads"). Construction costs for which reimbursement are eligible include design and engineering costs, material costs, labor costs, and water and sewer utility costs to the extent such utilities are installed as part of road construction.

6.2.2 350 shall not be reimbursed for land costs, costs of right-of-way dedication, improvements to Sandy Ridge Road required by the TIA to mitigate 350 South's impact to the transportation network, and any costs in excess of what has been reimbursed to 350 South at the end of the Reimbursement Period.

6.2.3 The map attached as Exhibit C illustrates the locations of the Roads discussed in paragraph 6.2.1 above. These Roads and Road locations are conceptual in nature. 350 South does not guarantee these Roads will be constructed or, if constructed, will be located exactly where shown.

6.3 350 South's Obligations.

6.3.1 Subject to the reimbursement provisions in Section 6.4 below, 350 South shall incur all costs related to engineering and design of the Roads. Each of the Roads shall be designed to meet City standards.

6.3.2 350 South shall be responsible for obtaining all local, state and federal permits required for the construction of the Roads.

6.3.3 350 South shall dedicate all Right of Way within the Project necessary for the construction of the Roads. It shall also make reasonable attempts to acquire, at 350 South's expense, the tracts of land between the Project and Sandy Ridge Road and the Project and Boylston Road in order to make the connection to these roads possible.

6.3.4 350 South shall construct the Roads itself or through an affiliate company or by hiring a general contractor to construct the Roads.

6.3.5 To be eligible for reimbursement pursuant to N.C. Gen. Stat. § 160A-499, 350 South shall, in consultation with the City, follow the procedures established in N.C. Gen. Stat. §§ 143-131 and 143-132 related to public bidding for construction projects. 350 South or an affiliated company may submit its own bid or bids.

6.3.6 350 South shall cause a contract with a general contractor to include a guarantee by the contractor for all materials and workmanship related to the Roads until the date which is one year after completion of a Road or a final section of a Road, and that the contractor shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period. If 350 South or an affiliated company performs the general contracting, it guarantees by signing this Agreement that it shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period.

6.3.7 350 South shall immediately notify the City when one of the Roads or a final section of one of the Roads has been completed so that the City may inspect the Road or final section.

6.3.8 After the City has inspected the Road or Roads and determined that it has been constructed to City standards, 350 South shall dedicate the Road and all utilities within the roadway to the City.

6.3.9 350 South shall provide the City an accounting of the total costs incurred in connection with constructing the Roads or any final section of one of the Roads.

6.4 Reimbursement.

6.4.1 Exhibit A represents the Increment District whose increased tax base shall serve as the source for Reimbursement Payments to 350 South.

6.4.2 The Baseline Tax in the Increment District for the Baseline Tax Year 2012 – 2013 is determined to be zero.

6.4.3 The Fiscal Year in which the Road is dedicated to the City shall be considered Year 1 of the Reimbursement Period.

6.4.4 The Reimbursement Payment shall be calculated as the Incremental Tax Increase in the Increment District received by February 1 of each year for the previous year's tax obligations (plus payment of any delinquent obligations) multiplied by 45%.

6.4.5 The City shall make the Reimbursement Payment on or before March 15 beginning in the calendar year that immediately follows acceptance by the City and dedication of the Roads. By way of illustration only, if (a) the Incremental Tax Increase of the Increment District is $100,000; (b) the full $100,000 is paid prior to February 1 of the next calendar year; and (c) 350 South has dedicated one of the Roads or a final section of a Road, then the City shall pay 350 South $45,000 as the first Reimbursement Payment for the dedicated Road. If the Incremental Tax Increase the following year is $200,000 and the full amount is timely paid, then the City shall pay 350 South $90,000 on or before March 15.

6.4.6 Reimbursement Payments shall continue for twenty (20) years following the dedication of the first Road or Road section.

6.4.7 If 350 South is fully reimbursed for all Roads prior to the end of the twenty year Reimbursement Period, the payments shall cease. If 350 South is not fully reimbursed prior to the end of the Reimbursement Period, then 350 does not recoup the unreimbursed amount.

6.4.8 Interest shall not accrue on the amount(s) expended by 350 South for the construction of the Roads.

6.4.9 The City makes no promise or guarantee that 350 South shall be fully reimbursed all construction costs. 350 South assumes all risks that the Project may not develop or may develop too slowly to create an Incremental Tax Increase sufficient to provide full reimbursement.

6.5 Duration. This Reimbursement Agreement shall last twenty (20) years from the time 350 South dedicates a Road or Road section to the City (Year 1). The parties acknowledge that the Development Agreement and Reimbursement Agreement may not run concurrently.

ARTICLE 7
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

7.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

7.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(1), 350 South has attached the Project's legal description as Exhibit A.

7.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(2), the duration of this Agreement shall be twenty (20) years from the Date of Approval, unless extended by subsequent Development Agreements.

7.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

7.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

7.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

7.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the City's Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

7.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the

protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

7.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 8
PERIODIC REVIEW AND DEFAULT

8.1 Periodic Review.

8.1.1 Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review (the "Periodic Review") at least every twelve (12) months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement.

8.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

8.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of Material Breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

8.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

8.2 Default.

8.2.1 Only the failure of a party to comply with Material Terms of this Agreement shall constitute default.

8.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

8.2.3 Performance by either party within a reasonable time shall constitute cure of default.

8.2.4 350 South's failure to comply with any other provision contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

8.2.5 As provided in Sections 3.28, 9.3 and 9.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

9.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

9.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

9.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The

provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

9.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

9.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

9.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

9.11 Modification. The terms of this Agreement may be modified by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.25(b). A Minor Modification to this Agreement shall be recorded in the records of the City and 350 South but shall not require a public hearing.

9.12 Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

9.13 Notices. Any notice, demand or communication which is required or may be given to another party in writing shall be delivered or addressed to the other at the address below or to such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager

P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department
P.O. Box 230
High Point, NC 27261
lee.burnette@highpointnc.gov

JoAnne L. Carlyle. Esq.
P.O. Box 230
High Point, NC 27261
joanne.carlyle@highpointnc.gov

to 350 South at:

D.H. Griffin, Sr.
4716 Hilltop Road
Greensboro, NC 27407
dhgriffin@dhgriffin.com

with copies to:

D.H. Griffin, Jr.
4716 Hilltop Road
Greensboro, NC 2740
dhgriffinjr@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By:_____
D.H. Griffin, Managing Member

City of High Point

By:_____
Strib Boynton, City Manager

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

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

_____
City of High Point Finance Director

Exhibit A

Exhibit B

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ANNEXATION CASE 12-05
November 13, 2012

Request	
Applicant: 350 South Land Holdings, LLC	**Owner(s):** 350 South Land Holding, LLC; Bland Property Investments; James S. Hedgecock & Elizabeth A. Hedgecock; and Michael Raymond Hedgecock & Christy M. Hedgecock
Proposal: Voluntary contiguous annexation of approximately 431 acres.	**Effective Date:** Upon adoption
	Associated Zoning Case: Zoning Case 12-11

Site Information	
Location:	The annexation site consisting of multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0168770, 0168791, 0168792, 0168794, 0168949, 0170697, 0170699 thru 0170704, 0170710, 0170731, 0170794, 0170990, 0171055, 0171067, 0171075, 0171077, 0171092 and 0170876 (23 Parcels).
Site Acreage:	Approximately 431 acres.
Current Zoning:	Agricultural (AG) District *(Guilford County)* Light Industrial (LI) District *(Guilford County)*
Current Land Use:	Approximately five single family detached dwellings, one vacant industrial use, and undeveloped parcels.
Current Fire District:	Colfax Fire Department: The High Point Fire Department has contracted with the Colfax Fire District to provide services to the unincorporated rural area lying south of I-40.
Proposed Development:	The applicant is proposing to develop a Business/Industrial Park.
Proposed Unit Type, Number & Average Value:	Not applicable.
Proposed Build-out Schedule:	It is anticipated that this will be a long-term development with a 20+ year build out scenario. Development will be split into two phases. **Phase I.** This phase consists of the southeastern 155± acres, generally lying to the south and east of Adkins Road. The proposed development for this phase will consist of a combination of uses allowed in the City of High Point's Agricultural (AG) District, Corporate Park (CP) and Light Industrial (LI) zoning districts.

	Phase II. This phase consists of the northwestern 276± acres, generally lying to the north and west of Adkins Road. Only uses that are allowed in the Agricultural (AG) District are proposed for this phase until utility line extensions and roadway improvements are provided to support CP and LI District uses.
Proposed City of High Point Council Ward:	The proposed annexation site is currently surrounded by Ward 6, if approved; the area will be part of Ward 6.
Physical Characteristics:	The site has some developed parcels, but consists primarily of open pasture lands and wooded areas with moderate to severely sloping terrains. Perennial and intermittent streams run through the site, in a southwesterly direction, towards the West Fork of the Deep River, which lies west of the site. The steeper terrains are along these various stream corridors.
Water and Sewer Proximity:	City of High Point Water lines: There are existing City water lines, varying in size from 6-inches to 16-inches, within Sandy Ridge Road, the southern portion of Adkins Road, Boylston Road, and Bunker Hill Road. City of High Point Sanitary Sewer lines: There is a 16-inch sewer line running along the West Fork of the Deep River. In addition, 8-inch & 6-inch sewer lines are lying adjacent to portions of Sandy Ridge Road.
General Drainage and Watershed:	The site drains in a general westerly and southwesterly direction. Development of the site will be subject to the Oak Hollow Lake General Watershed Areas (GWA) requirements of the water supply watershed regulations. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Overlay District(s):	Oak Hollow Lake GWA Airport Overlay - Zone 2

Adjacent Property Zoning and Current Land Use			
North:	AG LI CU-LI	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)* Conditional Use Light Industrial District *(Guilford County)*	Undeveloped parcels and industrial uses abutting Norcross Road.
South:	AG RS-40	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.
East:	AG RS-40 LI	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels, single family detached dwelling and industrial uses abutting Norcross Road.
West:	AG RS-40	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Norcross Road	Local Street	270 ft.
	Bunker Hill Road	Minor Thoroughfare	510 ft.
	Lakedale Road	Local Street	515 ft
	Staples Road	Local Street	2,300 ft.
	Adkins Road	Local Street	2,260 ft
	Joe Drive	Local Street	2,300 ft.
Vehicular Access:	Phase 1: This rezoning site will take access through Joe Drive. No access shall be allowed to Adkins Road.		

City Department Comment Summary	
Public Services:	Short Term Impact. Primary service delivery impact would be from existing residences. However, the proposed annexation area is within the Airport Overlay – Zone 2 and new residential developments are prohibited. Long Term Impact. As the proposed Business/Industrial Park develops, solid waste and recycle pick up will be the responsibility of the individual property owners for non-residential related uses.
Police:	Short Term Impact. After reviewing Guilford County Sheriff Department calls for service for one year in the annexation area, there will be no impact to HPPD. *(26 total calls for service October 2011-September 2012)* Long Term Impact. While non-residential development will create more calls for service than residential development, the size of the planned annexation would not create enough of an impact for the police department to make any changes or upgrades.
Fire:	Short Term Impact. Within Phase I, development could be serviced with a minimum impact to the Fire Department resources. Some increase in emergency responses and more required fire inspections would be expected. Adequate infrastructure will need to be in place for the Fire Department to have adequate access and water to meet the required fire flows for the proposed development. Long Term Impact. Phase II area, future development in this area may require the City of High Point to look into the re-location of a fire station to service this area. An increase in Fire Department services such as emergency response and more fire inspections would be expected. Adequate infrastructure must be in place for the Fire Department to have adequate access and water to meet the required fire flows for the proposed development.

Transportation:	Short Term Impact. The proposed annexation is not expected to have an immediate short-term operational impact on the Department of Transportation. Staff effort will be limited to routine plan review. Within a one year, time frame, no transportation infrastructure improvements are planned that would require an expenditure of public funds. Effects on Future Planned Improvements. The proposed annexation will not in and of itself require changes to current and ongoing transportation planning efforts, other than to recognize and document changes as they occur. Rezoning and future development plans will have a more immediate impact, especially regarding access to Sandy Ridge Road and other surrounding secondary roads. Planning for and constructing the necessary roadway and intersection improvements to support the level of development that is anticipated will be an essential element to providing for the safe and efficient flow of traffic to and from the site, Sandy Ridge Road, and ultimately I-40. Long Term Impact. Long term impacts are difficult to project with the limited information available at this time. However, a 500-plus acre development has the potential to generate many thousands of trips per day. The concentration of peak hour trips, generally the result of increased employment and commercial/business-based attractions, would likely overburden the current roadway network in the area. For this reason, a comprehensive Traffic Impact Analysis (TIA) study is required to quantify and evaluate the impacts of development on the transportation system. This study would document and compare existing conditions with build-out of the proposed uses, cite specific deficiencies, make recommendations for improvements, and map out a plan for implementation. Such a study needs to be prepared and completed in a manner that is consistent with the City's current transportation vision for the area. The Department of Transportation is currently working with a consultant to prepare an environmental document for roadway improvements to the Johnson Street-Sandy Ridge Road corridor from Skeet Club Road to I-40. This document, along with subsequent engineering plans for right-of-way, utilities, and road construction, will establish the preferred routing for the corridor, as well as access controls consistent with North Carolina Department of Transportation (NCDOT) policy. The project is partially funded in the State Transportation Improvement Program (STIP) as project U-4758. The City is partnering with Federal Highway Administration (FHWA) and NCDOT on this and has committed approximately $1.9 million dollars over the next several years to complete the environmental planning and design phases of the project. As a funded STIP project, development plans that have the potential to impact the corridor, and the associated TIA, are subject to review by NCDOT's Congestion Management Unit.

Engineering Services:	**Short Term Impact & Long Term Impact.** City of High Point water and sanitary sewer lines are located in this general area. Utility line extensions shall be required to serve individual parcels and future development sites.

Details of Proposal

The applicant has requested voluntary annexation for approximately 431 acres to obtain access to city utilities to facilitate a proposed Business/Industrial Park development. This annexation petition represents a logical progression of the City's annexation policy based on the following:

- Proximity to existing High Point Corporate Limits: Existing City Corporate limits and developments have been established in this general area. There are existing City of High Point developments to the south, at the intersection of Bame Road and Sandy Ridge Road. Also, to the east at the intersection of Sandy Ridge Road and Tyner Loop Road; intersection of Sandy Ridge Road and Dairy Point Road and several industrial development approximately 1/3 of a mile east of the intersection of Sandy Ridge Road and National Service Road.

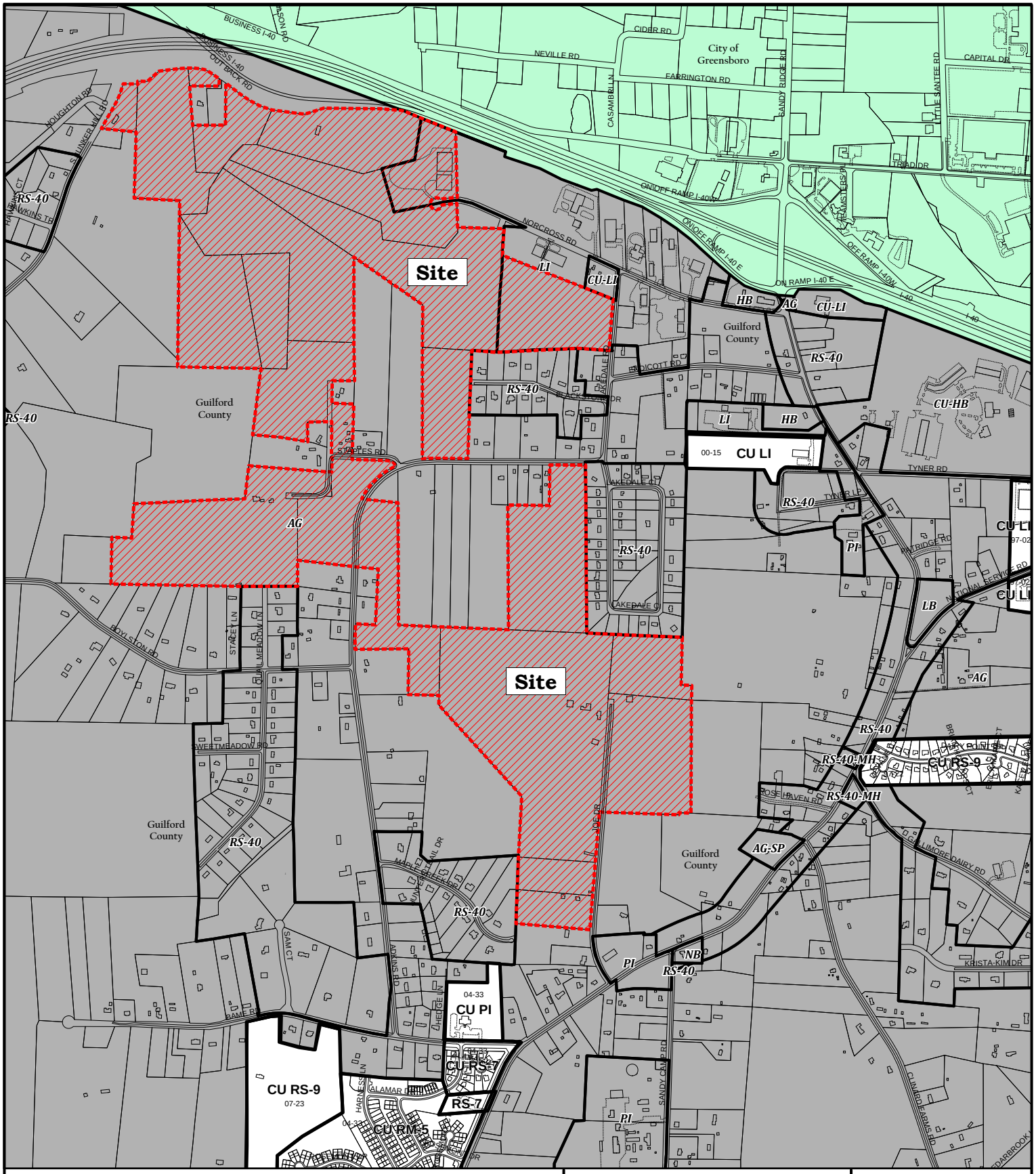
- Adopted Annexation Agreement with adjacent municipalities: Annexation agreements have been established with the City of Greensboro and with the Town of Kernville. Based on these agreements the City's Planning area, where annexation may occur, extents northward to I-40, and west of Sandy Ridge Road to include the land area just over the Guilford/Forsyth County line.

- Proximity to City Utilities and Services: City utility lines, both water and sewer, have already been established around the perimeter of the annexation site along Sandy Ridge Road, Adkins Road, Boylston Road and Bunker Hill Road, as well and along the West Fork of the Deep River. Additionally, based on the location of existing annexed parcels in this area, some City service vehicles are already present in this general area.

- No short-term impact to City Services: Proposed development of the site is in its infancy with a 20+ year build out scenario thus, there will be no immediate impacts to City Services. Based on the zoning application associated with this request (Zoning Case 12-11) conditions have been offered by the applicant for this to be a phased development. Phase I is nearest to existing utilities and would be the first area eligible to develop. Only AG districts uses will be permitted in Phase II, no time frame has been set to open Phase II to higher intensity non-residential uses.

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.



ANNEXATION REQUEST ANX12-05

Applicant: 350 South Land Holding, LLC
Area: 431 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 8, 2012

N

Scale: 1"=1,300'

y:/ba-pz/2012/pz/anx12-05rev.mxd

City of High Point

Strib Boynton
CITY MANAGER

NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Sims and City Councilmembers

From: Strib Boynton

Date: April 12, 2013

Subject: 350 Development Agreement

Monday's agenda includes a Public Hearing on the proposed 350 Development Agreement. The latest draft, dated March 30, 2013, is attached for your review.

The 350 Development Agreement represents one of the City's single most significant and important economic development commitments in recent years. It is complex 20 year financial partnership involving investment commitments by both 350 Land Holdings, Inc. (DH Griffin, Sr.) and the City of High Point that will open more than 500 acres in northwest High Point to well-planned, multi-phased commercial development.

We are still tying up some loose ends this morning on both sides, and if all continues to go as expected, we fully expect to be presenting you with a recommended a 350 Development Agreement on Monday.

No vote will be required or expected on Monday. We are recommending that after the public hearing you send it to your Planning Committee meeting scheduled for 4:00 on Tuesday for any possible further Council discussion and review. On Monday we will also ask you to extend formal consideration of the 350 Development Agreement to a date/time certain, but certainly no later than Monday, May 6.

The Development Agreement divides the 350 South project into two (2) phases, with the City financing certain major sewer improvements known as the Atlkins Outfall for Phase 1 (estimated less than $800,000) and the Outback Outfall for Phase 2 (estimated less than $600,000), and with the developer financing and constructing the road, water and other infrastructure improvements.

In simple terms, the City would reimburse the developer over 20 years for his infrastructure costs from a portion (45%) of the annual incremental increase in property tax revenues received resulting from private development within the 350 development. The City will recover its costs through water, sewer and property tax revenues.

The attached draft reflects all the basic principles already discussed and agreed to. My staff members are double checking the water, sewer, road, plan and other language and cost estimate details. JoAnne Carlyle and Tom Terrell are also double checking language and other details. Exhibits and accurate final maps are being reviewed, and will be provided to you as soon as possible.

We are very, very close. We will be updating you in more detail on Monday as well as Tuesday afternoon. In the meantime, please call me if you have any questions or if you desire any additional information before Monday.

Thanks,
JT

Cc: JoAnne Carlyle, Tom Terrell, Chris Thompson, Lee Burnette, Mark McDonald, Pat Pate, Jeff Moore, Randy McCaslin, Loren Hill, Sandy Dunbeck, Randy McCaslin,

DRAFT
3-30-13

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (hereinafter referred to as "Development Agreement" or "Reimbursement Agreement" or "Agreement") is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina (hereinafter referred to as "350 South"); Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina (hereinafter referred to as "Bland Properties"); and James S. Hedgecock and wife, Elizabeth A. Hedgecock and Michael Raymond Hedgecock and wife, Christy M. Hedgecock (hereinafter collectively referred to as "the Hedgecocks); and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was _____, and the Agreement became effective pursuant to execution and recordation by 350 South in the Office of the Guilford County Register of Deeds on _____.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly created a mechanism whereby municipalities and private developers may enter into reimbursement agreements through the enactment of N.C. Gen. Stat. § 160A-499 when the developer constructs municipal infrastructure; and

1.3 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.3.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.3.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately five hundred ten (510) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. 350 South owns all parcels within the Project except those parcels owned by Bland Properties and the Hedgecocks. The Hedgecock and Bland Properties tracts are under option to 350 South and may be acquired by 350 South after the Date of Approval. The Hedgecocks and Bland Properties are parties to this agreement to accept the covenants and restrictions expressed herein as those covenants and restrictions apply to their properties. They do not agree to perform, nor are they required to perform, the affirmative obligations of developer 350 South.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, risks which would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 The City recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.5 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.6 The Northwest Area Plan recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.7 The Project is consistent with and fulfills the City's vision for development of this area.

2.8 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, participation which has included, among other things, construction of utilities and other public improvements.

2.9 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.10 The City has entered into a Memorandum of Understanding with the Town of Kernersville to provide sewer service to a point north of Interstate 40 (Business). The service from this sewer extension could serve the Project.

2.11 The reimbursement provisions herein enable the City and 350 South to share the cost of certain roads that serve the broader region and create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.12 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.13 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the time of its adoption for the duration of the Project's development or for twenty (20) years, whichever occurs sooner.

2.14 All parties agree that nothing in this Agreement obligates the Hedgecocks or Bland Properties to take affirmative steps to develop the property or to expend funds of any kind whatsoever, including, but not limited to, funds to construct roads or other infrastructure, and that all development obligations and responsibilities herein which pertain to 350 South shall be exclusively the obligations of 350 South and not the Hedgecocks or Bland Properties. Notwithstanding the foregoing, this Agreement and its limitations and restrictions applies to all tracts within the Project owned by the Hedgecocks and Bland Properties.

ARTICLE 3.
DEFINITIONS

3.1 Agreement. This Development and Reimbursement Agreement as further described in Section 3.10 below.

3.2 Annual Report. The periodic review conducted by the City pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.3 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any amendments to the underlying zoning district shall be deemed to be incorporated automatically into this Development Agreement.

3.4 Baseline Tax. The total real and personal ad valorem taxes assessed by the City against the Increment District for the Baseline Tax Year. For the purposes of this Agreement, the Baseline Tax is calculated to be zero.

3.5 Baseline Tax Year. The City's 2012 – 2013 Fiscal Year (July 1, 2012 to June 30, 2013) from which the valuation of the Increment District for tax purposes was established.

3.6 City of High Point. The City of High Point (or City), depending upon the context, may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.7 Date of Adoption. The date that this Development Agreement is initially approved by the City Council.

3.8 Date of Approval. The date that a copy of this Development Agreement fully executed by 350 South is recorded in the Office of the Guilford County Register of Deeds. The Date of Approval shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.9 Developer. The developer is 350 South as defined in Section 3.28 below.

3.10 Development Agreement. This document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

3.11 Fiscal Year. The twelve-month period beginning on July 1 of each year and ending on the following June 30.

3.12 Increment District. The area and properties depicted and identified on Exhibit A to this Agreement and any properties later added to become a part of this Agreement.

3.13 Incremental Tax Increase. The amount by which (a) the total real and personal ad valorem taxes levied by the City on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceed (b) the Baseline Tax.

3.14 Infrastructure. Any improvements or services that serve the project, including, but not limited to, water and sewer service, stormwater controls, transportation improvements, electricity, fiber optic lines, cellular or broadband service and other technologies known or not yet known. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.15 Land Credits. A Land Credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in Land Credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of Land Credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which Land Credits may be applied. Land Credits shall be deemed economic development incentives. Land Credits shall not appreciate in value but may be transferable to any local government or state agency. Land Credits shall not be applicable to the City's construction of water or sewer lines.

3.16 Laws. All applicable federal, state and local laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.17 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), Major Modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies

conducted for the Project; and the creation of Land Credits associated with the Project. All major modifications shall be recorded in the Office of the Guilford County Register of Deeds. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.18 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a Material Breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a Material Breach shall be limited to 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA") or any subsequent TIA conducted for the Project. If this Agreement is later modified or supplemented to include Land Credits in exchange for transportation or other improvements by the City, then the failure of either party to perform under that Agreement shall be considered a Material Breach. All other breaches shall be considered minor breaches.

3.19 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered Material Terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.20 Master Plan. The Project's development concept in map form approved by the City as a Master Plan and which is attached to this Development Agreement as Exhibit B. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency. The Master Plan includes any future modifications initiated by 350 South.

3.21 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.22 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption shall control. Terms not defined by statute, ordinance or this Agreement, but which are defined in this N.C.G.S. 160A, Article 3, shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.23 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.24 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.25 Project. All land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are added to the Project and covered by this Development Agreement.

3.26 Reimbursement Payment. The City's annual payment to 350 South equal to the percentage of the Incremental Tax Increase described in Article 6 of this Agreement.

3.27 Reimbursement Period. The twenty years following 350 South's first dedication of a Road or Road section for which reimbursements shall be paid.

3.28 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns.

3.29 Transportation Improvements. Any internal or external construction of public or private roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals and signage.

3.30 Wetlands. Those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on April 15, 2013 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Approval. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty (20) years from the Date of Approval.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The location of this depiction (the "Dividing Line") is conceptual and for purposes of planning and financing infrastructure improvements and establishing a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as tracts which may later be added lying east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 1 shall be developed during the Project's first and second five (5) year periods. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM.

5.1.5 All tracts of land outside the current Project perimeter which (a) lie generally east and south of Adkins Road and northwest of Sandy Ridge Road, and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.1.6 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.7 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.8 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.9 So that Phase 2 does not develop prematurely, no portion of Phase 2 may be developed for any of the uses listed in the adopted conditional zoning ordinance other than the listed agricultural uses and associated accessory uses until the required transportation improvements have been fully constructed to support the uses or uses proposed and City water and sewer lines have been constructed to provide service to the use or uses proposed.

5.1.10 All tracts of land outside the current Project perimeter which (a) lie generally north and west of Adkins Road and south of Interstate-40 (Business), and (b) are later

acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.2 Wetlands.

5.2.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.2.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.2.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.2.4 As provided in N.C. Gen. Stat. § 160A-400.25(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.3 Allowed Uses.

5.3.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.3.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.3.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.4 Development Standards.

5.4.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.4.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a Major Modification to this Agreement which must follow the procedures for Major Modifications. Any other

zoning amendments to the Project's development standards shall be considered Minor Modifications.

5.4.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and and that 350 South may from time to time request modifications to the Project's development standards.

5.4.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

5.5 Water.

5.5.1 The City has constructed and owns a 12-inch water line along Sandy Ridge Road running to a point south of Endicott Road near the Piedmont Triad Farmer's Market. 350 South has determined and the City agrees that the Sandy Ridge Road water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.5.2 350 South shall construct water lines necessary to extend water service to the entire project subject to the Reimbursement Agreement in Article 6.

5.5.3 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.5.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project. The City further agrees that such reconstruction and reconnection shall be done in a manner that does not interrupt water service to the Project.

5.5.5 The City agrees to waive all annexation fees, including all water capacity fees, for water service for the Project.

5.5.6 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend water lines beyond the terms and obligations in this Agreement.

5.6 Sewer – Phase 1.

5.6.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River to a point west of Phase 1.

5.6.2 The City has committed at its own expense to design, permit and construct a 12-inch sewer outfall from the West Fork of the Deep River to the northeastern corner of Tax Parcel 0171055 (identified as Tract S on Exhibit B) near a point where it abuts

Guilford County Tax Parcel identified as PIN # 17-95-7080-A-1158-00-0028. This line is and shall be known as the "Adkins Line." The Adkins Line is in the permitting phase.

5.6.3 The City agrees to provide for continued funding of the Adkins Line in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.6.4 The City shall not be required to construct the Adkins Line until a company commits to locating a building or buildings in Phase 1. Notwithstanding the City's commitment in paragraph 5.6.2 above, if a company commits to developing a portion of Phase 1 and chooses to construct a building or buildings in a location(s) that would obviate the need to construct the outfall to tax parcel 0171055, then the outfall may be constructed to a location mutually agreed upon by the City and 350 South.

5.6.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Line.

5.6.6 The City agrees to waive all annexation fees, including all sewer capacity fees, for sewer service for the Project.

5.7 Sewer – Phase 2.

5.7.1 The City has committed at its own expense to design, permit and construct a sewer outfall from the West Fork of the Deep River to a point south of Interstate-40 (Business) and across parcels identified as Tracts A, B, J, H and L on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Line."

5.7.2 The Outback Line may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.7.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Line, it is anticipated that the parcels located in Phase 2 shall continue to be used for agricultural and residential purposes only for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.7.4 350 South shall be solely responsible for connecting individual tracts to the Outback Line.

5.7.5 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend sewer lines beyond the terms and obligations in this Agreement.

5.8 Transportation.

5.8.1 Traffic Impact Analysis.

5.8.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.8.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a TIA conducted by a professional engineer licensed in the State of North Carolina. Analyses shall be conducted at 350 South's sole expense and shall conform to the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable.

5.8.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a TIA which identifies and analyzes the likely improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1 and to mitigate the Project's anticipated traffic impact.

5.8.1.4 Except as provided in paragraph 5.8.2.6.below, improvements along Sandy Ridge Road necessary to mitigate 350 South's traffic impact, as identified in the initial TIA and subsequent updates and amendments, shall be the responsibility of 350 South and not subject to reimbursement from the City.

5.8.1.5 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. A new TIA shall be required to replace an earlier TIA whose initial five-year horizon has passed.

5.8.1.6 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project. A technical memorandum which documents changes that do not require additional analysis of improvements may be used for proposed additions that add fewer than 150 peak hour trips.

5.8.2 Transportation Improvements.

5.8.2.1 Except as provided in the Reimbursement Agreement in Article 6, the construction of and improvements to the Project's internal roads that connect the Project and its transportation network to the regional road system shall be at 350 South's sole expense.

5.8.2.2 350 South agrees to dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project. However, it is acknowledged that certain alignments of Sandy Ridge Road could seriously impair or eliminate the development of a portion of the Project and would be considered a taking.

5.8.2.3 The realignment of Sandy Ridge Road, to the extent recommended or required by NCDOT, shall not be a cost imposed by this Development Agreement on 350 South.

5.8.2.4 Realignments and improvements to existing roadways and intersections bordering the Project shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that such improvements are necessitated by existing traffic conditions. However, if the TIA concludes that 350 South's development contributes to the need for realignments and improvements, then 350 South shall be required to contribute to the cost of improvements proportional to its impact on the roadway system.

5.8.2.5 350 South shall be required to make any other improvements recommended by a TIA to mitigate the additional burden to the transportation system created by the Project's traffic generation. If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay its proportionate costs.

5.8.2.6 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof or to pay for certain improvements or a portion thereof in exchange for an equivalent amount of Land Credits.

5.8.3 Public Road Extensions

5.8.3.1 It is anticipated that the Project will require the construction or improvement of three public roads to serve the Project and the surrounding road network, described as follows: (a) an east/west connector between either Gallimore Dairy Road or Clinard Farms Road and Boylston Road, an extension which has been on the City's Comprehensive Transportation Plan ("CTP") for the High Point Metropolitan Area, and which would serve Phase 1 and regional traffic; (b) a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"); and (c) an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A or H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, Endicott Road or both (the "Endicott/Norcross Extension"). The

Adkins Extension and the Endicott/Norcross Extension would connect new industries to Interstate 40 (Business) to the north and the City's industries and residential areas to the south and would not be needed until commencement of Phase 2.

5.8.3.2 The location and alignments of the road extensions described in paragraph 5.5.3.1 will not be known until economic development prospects commit to specific sites.

5.8.3.3 The City agrees that at the next possible opportunity it will place the roads described in paragraph 5.8.3.1 onto the City's CTP if not already part of the CTP. 350 South acknowledges that the CTP is used for long-range planning purposes only, does not represent documented transportation needs, is fiscally unconstrained, and does not imply that finding is or will be available for improvements when such is identified.

5.8.3.4 The City and 350 South estimate that the costs of constructing the Adkins and Endicott/Norcross Extensions and the Gallimore Dairy or Clinard Farms Road to Boylston Road connector to be $458.22 per linear foot or $2,419,416 per linear mile.

ARTICLE 6
REIMBURSEMENT

6.1 Purpose and Overview. This Reimbursement Agreement establishes a mechanism for sharing the expenses of transportation improvements that serve both the Project and the broader transportation network. It also acknowledges and lowers the substantial risks assumed by 350 South in assembling large tracts for development which can benefit the City in terms of jobs and increased tax base. The source of funds to be used to reimburse 350 South shall be a percentage of the taxes generated by the Project's development, paid annually.

6.2 Eligible Reimbursements.

6.2.1 350 South may be reimbursed for expenses incurred for the construction of the Gallimore Dairy Road or Clinard Farms Road to Boylston Road Extension; the Adkins Road Extension; and the Norcross/Endicott Extension (each hereinafter referred to as "Road" or collectively as "Roads"). Construction costs for which reimbursement are eligible include design and engineering costs, material costs, labor costs, and water and sewer utility costs to the extent such utilities are installed as part of road construction.

6.2.2 350 shall not be reimbursed for land costs, costs of right-of-way dedication, improvements to Sandy Ridge Road required by the TIA to mitigate 350 South's impact to the transportation network, and any costs in excess of what has been reimbursed to 350 South at the end of the Reimbursement Period.

6.2.3 The map attached as Exhibit C illustrates the locations of the Roads discussed in paragraph 6.2.1 above. These Roads and Road locations are conceptual in nature. 350 South does not guarantee these Roads will be constructed or, if constructed, will be located exactly where shown.

6.3 350 South's Obligations.

6.3.1 Subject to the reimbursement provisions in Section 6.4 below, 350 South shall incur all costs related to engineering and design of the Roads. Each of the Roads shall be designed to meet City standards.

6.3.2 350 South shall be responsible for obtaining all local, state and federal permits required for the construction of the Roads.

6.3.3 350 South shall dedicate all Right of Way within the Project necessary for the construction of the Roads. It shall also make reasonable attempts to acquire, at 350 South's expense, the tracts of land between the Project and Sandy Ridge Road and the Project and Boylston Road in order to make the connection to these roads possible.

6.3.4 350 South shall construct the Roads itself or through an affiliate company or by hiring a general contractor to construct the Roads.

6.3.5 To be eligible for reimbursement pursuant to N.C. Gen. Stat. § 160A-499, 350 South shall, in consultation with the City, follow the procedures established in N.C. Gen. Stat. §§ 143-131 and 143-132 related to public bidding for construction projects. 350 South or an affiliated company may submit its own bid or bids.

6.3.6 350 South shall cause a contract with a general contractor to include a guarantee by the contractor for all materials and workmanship related to the Roads until the date which is one year after completion of a Road or a final section of a Road, and that the contractor shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period. If 350 South or an affiliated company performs the general contracting, it guarantees by signing this Agreement that it shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period.

6.3.7 350 South shall immediately notify the City when one of the Roads or a final section of one of the Roads has been completed so that the City may inspect the Road or final section.

6.3.8 After the City has inspected the Road or Roads and determined that it has been constructed to City standards, 350 South shall dedicate the Road and all utilities within the roadway to the City.

6.3.9 350 South shall provide the City an accounting of the total costs incurred in connection with constructing the Roads or any final section of one of the Roads.

6.4 Reimbursement.

6.4.1 Exhibit A represents the Increment District whose increased tax base shall serve as the source for Reimbursement Payments to 350 South.

6.4.2 The Baseline Tax in the Increment District for the Baseline Tax Year 2012 – 2013 is determined to be zero.

6.4.3 The Fiscal Year in which the Road is dedicated to the City shall be considered Year 1 of the Reimbursement Period.

6.4.4 The Reimbursement Payment shall be calculated as the Incremental Tax Increase in the Increment District received by February 1 of each year for the previous year's tax obligations (plus payment of any delinquent obligations) multiplied by 45%.

6.4.5 The City shall make the Reimbursement Payment on or before March 15 beginning in the calendar year that immediately follows acceptance by the City and dedication of the Roads. By way of illustration only, if (a) the Incremental Tax Increase of the Increment District is $100,000; (b) the full $100,000 is paid prior to February 1 of the next calendar year; and (c) 350 South has dedicated one of the Roads or a final section of a Road, then the City shall pay 350 South $45,000 as the first Reimbursement Payment for the dedicated Road. If the Incremental Tax Increase the following year is $200,000 and the full amount is timely paid, then the City shall pay 350 South $90,000 on or before March 15.

6.4.6 Reimbursement Payments shall continue for twenty (20) years following the dedication of the first Road or Road section.

6.4.7 If 350 South is fully reimbursed for all Roads prior to the end of the twenty year Reimbursement Period, the payments shall cease. If 350 South is not fully reimbursed prior to the end of the Reimbursement Period, then 350 does not recoup the unreimbursed amount.

6.4.8 Interest shall not accrue on the amount(s) expended by 350 South for the construction of the Roads.

6.4.9 The City makes no promise or guarantee that 350 South shall be fully reimbursed all construction costs. 350 South assumes all risks that the Project may not develop or may develop too slowly to create an Incremental Tax Increase sufficient to provide full reimbursement.

6.5 Duration. This Reimbursement Agreement shall last twenty (20) years from the time 350 South dedicates a Road or Road section to the City (Year 1). The parties acknowledge that the Development Agreement and Reimbursement Agreement may not run concurrently.

ARTICLE 7
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

7.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

7.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(1), 350 South has attached the Project's legal description as Exhibit A.

7.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(2), the duration of this Agreement shall be twenty (20) years from the Date of Approval, unless extended by subsequent Development Agreements.

7.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

7.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

7.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

7.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the City's Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the

developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

7.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

7.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 8
PERIODIC REVIEW AND DEFAULT

8.1 Periodic Review.

8.1.1 Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review (the "Periodic Review") at least every twelve (12) months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement.

8.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

8.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of Material Breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

8.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

8.2 Default.

8.2.1 Only the failure of a party to comply with Material Terms of this Agreement shall constitute default.

8.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

8.2.3 Performance by either party within a reasonable time shall constitute cure of default.

8.2.4 350 South's failure to comply with any other provision contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

8.2.5 As provided in Sections 3.28, 9.3 and 9.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

9.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

9.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

9.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

9.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

9.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

9.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

9.11 Modification. The terms of this Agreement may be modified by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.25(b). A Minor Modification to this Agreement shall be recorded in the records of the City and 350 South but shall not require a public hearing.

9.12 Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

9.13 Notices. Any notice, demand or communication which is required or may be given to another party in writing shall be delivered or addressed to the other at the address below or to

such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager
P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department
P.O. Box 230
High Point, NC 27261
lee.burnette@highpointnc.gov

JoAnne L. Carlyle. Esq.
P.O. Box 230
High Point, NC 27261
joanne.carlyle@highpointnc.gov

to 350 South at:

D.H. Griffin, Sr.
4716 Hilltop Road
Greensboro, NC 27407
dhgriffin@dhgriffin.com

with copies to:

D.H. Griffin, Jr.
4716 Hilltop Road
Greensboro, NC 2740
dhgriffinjr@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By:_____
D.H. Griffin, Managing Member

City of High Point

By:_____
Strib Boynton, City Manager

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

_____
James S. Hedgecock

_____
Elizabeth A. Hedgecock

_____
Michael Raymond Hedgecock

_____
Christy M. Hedgecock

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

_____
City of High Point Finance Director

Exhibit A

Exhibit B

Exhibit C

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: November 13, 2012

TO: Pat Pate, Asst. City Manager

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

SUBJECT: Agenda Item – Kearns Loop Rehab Project

The Kearns Loop Rehab project bids were opened on November 7, 2012. This project involves the replacement of pipe and fittings to renew a portion of the 36" primary distribution water line which feeds the downtown area and much of the western portion of High Point. It is critical for ongoing reliability of our distribution system. All of this work is located on the old Kearns Water Plant site at the northwest corner of Kivett Drive and Hoskins Ave.

All bids were reviewed by the project design consultant, Black & Veatch. The lowest responsive bid was received from Dellinger, Inc. in the amount of $1,066,670.00. Public Services recommends approval of this bid subject to the contractor meeting the City's MBE utilization requirements. The supporting review from Black & Veatch including the bid tab is attached.

This capital project is funded in account 421779 – 533701 – 421101024205 – 40201.

Please place this item on the next Council Agenda for consideration of approval. Public Services staff will be present to answer any questions concerning this project.

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: November 19, 2012

BID NO.: 04-110712 CONTRACT NO.: DATE OPENED: Nov 7, 2012

DESCRIPTION:

To renew a portion of the 36" primary distribution water line which feeds the downtown area and much of the western portion of High Point.

PURPOSE:

This project involves the replacement of pipe and fitting to renew a portion of the 36" primary distribution water line which feeds the downtown area and much of the western portion of High Point. It is critical for ongoing reliability of our distribution system.

COMMENTS:

All of this work is located on the old Kearns Water Plant site.

RECOMMEND AWARD TO: Dellinger, Inc. AMOUNT: $ 1,066,670.00

JUSTIFICATION:

The lowest responsive bid was received from Dellinger, Inc.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	53701	421101024205	40201	1,066,670.00
TOTAL BUDGETED AMOUNT				1,066,670.00

DEPARTMENT HEAD: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: c=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA40722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.11.13 14:12:15 -05'00' DATE: Nov 13, 2012

The Purchasing Division concurs with recommendation submitted by the Public Services Dept. and recommends award to the lowest responsible, responsive bidder Dellinger, Inc. in the amount of $ 1,066,670.00.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.11.13 13:45:35 -05'00' DATE: Nov 13, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: c=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA40722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.11.13 14:12:29 -05'00' DATE: Nov 13, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.11.13 14:29:04 -05'00' DATE: Nov 13, 2012

BLACK & VEATCH
Building a world of difference.

Ryan F. LeBlanc
Water

8520 CLIFF CAMERON
DRIVE, SUITE 210
CHARLOTTE
NC 28269
USA
+1 704.510.8419 P
+1 704.548.0475 F

November 9, 2012

City of High Point, North Carolina
Kearns Loop Rehab

B&V Project 168757
B&V File 60.4000

City of High Point
211 South Hamilton Street
High Point, North Carolina 27260

Dear: Ms. Patty Sykes

Recomendation of Award for Bid No. 04-110712

On November 7, 2012 at 2:00 p.m., bids were opened for the Kearns Loop Rehab project. The proposed Work is generally described as follows:

> Furnish and install approximately 1300 linear feet of 36 inch ductile iron potable water mains; demolish existing piping as necessary for connections to existing 16", 24", 30", and 36" transmission mains; provide isolation butterfly valves at each connection along with associated fittings, concrete thrust blocks; fill and abandon in place approximately 200 linear feet of existing 24-inch pipeline beneath railroad; perform clearing, seeding and erosion control; and all other Work shown in the Drawings and described in the Specifications.

This project was publicly advertised for bids by City of High Point. Ten contractors held bid documents and eight bids were received. All eight bids were opened and read. We conclude that the project was available to the construction industry resulting in responsive bids.

The Bid Tabulation is enclosed.

The low bid for the total contract was submitted by Dellinger, Inc. of Monroe, North Carolina in the unit price contract amount of $1,066,670.00. The remaining bids ranged from $1,107,515.00 to $1,380,000.00. The Engineers' cost opinion for this project is $895,000. The low bid is 3.7% below the second low bid received. The four lowest bids were within 8% of the low bid and all bids were in a tight range with no outliers to the high or low end. This indicates that the bidders understand the work and priced it accordingly. Therefor, we conclude that the low bid is responsible and is an accurate reflection of the cost of the work.

The bidders were requested to submit questionnaires for certain equipment. Dellinger's submitted suppliers are acceptable. It was later clarified that the supplier for the butterfly valves is Val-Matic, not "Valve-Matic" as listed in the questionnaire.

Black & Veatch contacted the North Carolina Licensing Board for General Contractors and verified Dellinger, Inc. is properly licensed to do this work.

Therefore, Black & Veatch recommends award of this Contract to the low bidder, Dellinger, Inc., in the unit price contract amount of $1,066,670.00. This recommendation is subject to approval of their MBE utilization commitment by City of High Point.

Please let us know if you have questions regarding this recommendation.

Very truly yours,

BLACK & VEATCH
INTERNATIONAL COMPANY

Ryan LeBlanc

rfl
Enclosure

cc w/ encls: Chris Thompson, City of High Point
Terry Houk, City of High Point
Jeff Coggins, Black & Veatch
Keith Proffit, Black & Veatch

KEARNS WATER TREATMENT PLANT
KEARNS LOOP REHABILITATION

				Dellinger, Inc. 2631 Old Charlotte Highway P. O. Box 929 Monroe, NC 28111 704-283-7551 NC License No. 5992		Gilbert Engineering Company 638 South Meeting Street P. O. Box 828 Statesville, NC 28687 704-872-0986 NC License No. 999		Jimmy R. Lynch & Sons, Inc. 307 South Academy Street PO Drawer BB Pilot Mountain, NC 27041 336-368-4047 NC License No. 7706		PF Plumbing Contractors, Inc. 6221 Hackers Bond Court Winston-Salem, NC 27103 336-778-8423 NC License No. 34359	
	Acknowledgement of Examination			Yes		Yes		Yes		Yes	
	Safety Compliance Certification			Yes		Yes		Yes		Yes	
	Non-Segregated Facilities Certificate			Yes		Yes		Yes		Yes	
	Non-Collusion Affidavit of Prime Bidder			Yes		Yes		Yes		Yes	
	Proposed List of Subcontractors			Yes		Yes		Yes		Yes	
	MBE Affidavit A or B			A		A		A		A	
	MBE Attachment H			Yes		NO		Yes		Yes	
	Addendum Acknowledged (1)			Yes		Yes		Yes		Yes	
	Bid Form Executed			Yes		Yes		Yes		Yes	
	Bid Security Submitted			Yes		Yes		Yes		Yes	
	Equipment Questionnaire										
	1. Ductile Iron Pipe per Section 15061			American		American		Atlantic States		American	
	2. Butterfly Valves per Section 15101			Val-Matic		Val-Matic		Val-Matic		Valmatic	

ITEM		DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		Mobilization and Demobilization (limit to 3% of total bid)	LS	1	$28,000.00	$28,000.00	$35,000.00	$35,000.00	$34,256.00	$34,256.00	$35,000.00	$35,000.00
2		Demolition and Abandonment										
	A.	Demolish and Remove 36" CIP	LF	580	$15.00	$8,700.00	$30.00	$17,400.00	$32.00	$18,560.00	$15.00	$8,700.00
	B.	Demolish Valve Vaults and Manholes	EA	8	$12,000.00	$96,000.00	$1,500.00	$12,000.00	$2,000.00	$16,000.00	$1,000.00	$8,000.00
3		Pipeline Abandonment with Flowable Fill										
	A.	36" Pipe Abandoned in Place with Flowable Fill	LF	635	$40.00	$25,400.00	$60.00	$38,100.00	$75.00	$47,625.00	$50.00	$31,750.00
	B.	30" Pipe Abandoned in Place with Flowable Fill	LF	15	$35.00	$525.00	$55.00	$825.00	$51.00	$765.00	$40.00	$600.00
	C.	24" Pipe Abandoned in Place with Flowable Fill	LF	200	$20.00	$4,000.00	$40.00	$8,000.00	$68.00	$13,600.00	$30.00	$6,000.00
	D.	24"/16" Pipe Abandoned in Place with Flowable Fill	LF	20	$15.00	Note 1 *$300.00*	$35.00	$700.00	$38.00	$760.00	$25.00	$500.00
4		Pipeline										
	A.	36" DIP Restrained Push-on Joint	LF	1,275	$420.00	$535,500.00	$400.00	$510,000.00	$317.18	$404,404.50	$600.00	$765,000.00
	B.	30" DIP Restrained Push-on Joint	LF	30	$330.00	$9,900.00	$550.00	$16,500.00	$366.00	$10,980.00	$1,000.00	$30,000.00
	C.	24" DIP Restrained Push-on Joint	LF	15	$300.00	$4,500.00	$700.00	$10,500.00	$215.00	$3,225.00	$950.00	$14,250.00
	D.	16" DIP Restrained Push-on Joint	LF	40	$275.00	$11,000.00	$290.00	$11,600.00	$156.00	$6,240.00	$500.00	$20,000.00
	E.	6" DIP Restrained Push-on Joint	LF	8	$35.00	$280.00	$60.00	$480.00	$99.00	$792.00	$65.00	$520.00
	F.	2" Copper	LF	15	$31.00	$465.00	$50.00	$750.00	$138.00	$2,070.00	$30.00	$450.00
	G.	Vertical adjustment of pipeline - sizes 16" through 24"	VF/LF	50	$6.00	$300.00	$22.00	$1,100.00	$50.00	$2,500.00	$55.00	$2,750.00
	H.	Vertical adjustment of pipeline - sizes 30" through 36"	VF/LF	50	$6.00	$300.00	$35.00	$1,750.00	$50.00	$2,500.00	$80.00	$4,000.00
5		Connections to Existing Piping										
	A.	36" Tie-In, Phase 1	EA	1	$75,000.00	$75,000.00	$162,000.00	$162,000.00	$198,329.00	$198,329.00	$35,000.00	$35,000.00
	B.	36" Tie-In, Phase 5	EA	1	$8,000.00	$8,000.00	$26,800.00	$26,800.00	$33,459.00	$33,459.00	$18,600.00	$18,600.00
	C.	30" Tie-In, Phase 4	EA	1	$13,000.00	$13,000.00	$22,100.00	$22,100.00	$19,867.00	$19,867.00	$16,750.00	$16,750.00
	D.	24" Tie-In, Phase 2	EA	1	$6,000.00	$6,000.00	$18,700.00	$18,700.00	$19,867.00	$19,867.00	$6,500.00	$6,500.00
	E.	16" Tie-In, Phase 3	EA	1	$7,000.00	$7,000.00	$12,400.00	$12,400.00	$19,867.00	$19,867.00	$6,100.00	$6,100.00
	F.	2" Copper	EA	1	$2,000.00	$2,000.00	$500.00	$500.00	$981.00	$981.00	$30.00	$30.00
6		Ductile Iron Fittings	LB	43,000	$3.00	$129,000.00	$3.85	$165,550.00	$3.98	$171,140.00	$6.50	$279,500.00
7		Valves and Appurtenances										
	A.	36" AWWA Butterfly Valve with Manual Actuator	EA	2	$21,000.00	$42,000.00	$22,400.00	$44,800.00	$27,306.00	$54,612.00	$18,000.00	$36,000.00
	B.	30" AWWA Butterfly Valve with Manual Actuator	EA	1	$17,000.00	$17,000.00	$17,900.00	$17,900.00	$13,369.00	$13,369.00	$16,000.00	$16,000.00
	C.	24" AWWA Butterfly Valve with Manual Actuator	EA	1	$11,000.00	$11,000.00	$9,700.00	$9,700.00	$7,966.00	$7,966.00	$9,500.00	$9,500.00
	D.	16" AWWA Butterfly Valve with Manual Actuator	EA	1	$8,500.00	$8,500.00	$5,200.00	$5,200.00	$5,601.00	$5,601.00	$5,500.00	$5,500.00
	E.	Fire Hydrant and 6" Gate Valve with Manual Actuator	EA	1	$3,900.00	$3,900.00	$2,850.00	$2,850.00	$4,128.00	$4,128.00	$3,500.00	$3,500.00
8		Miscellaneous Concrete	CY	25	$300.00	$7,500.00	$190.00	$4,750.00	$847.00	$21,175.00	$200.00	$5,000.00
9		Trench Stabilization Stone	Tons	25	$30.00	$750.00	$60.00	$1,500.00	$122.00	$3,050.00	$30.00	$750.00
10		Erosion Control										
	A.	Silt Fence	LF	2,000	$2.50	$5,000.00	$2.20	$4,400.00	$2.20	$4,400.00	$3.50	$7,000.00
	B.	Stone Outlets	EA	15	$150.00	$2,250.00	$150.00	$2,250.00	$150.00	$2,250.00	$150.00	$2,250.00
11		Fertilizing, Seeding, and Mulching	EA	1	$3,600.00	$3,600.00	$3,400.00	$3,400.00	$5,500.00	$5,500.00	$4,500.00	$4,500.00
		Contractor's Total Bid (from Bid Documents)			*$1,066,670.00*		*$1,169,505.00*		*$1,149,838.50*		*$1,380,000.00*	
		TOTAL BID (Calculated)				**$1,066,670.00**		**$1,169,505.00**		**$1,149,838.50**		**$1,380,000.00**
		Difference Between Total Bid and Contractor's Total Bid				*$0.00*		*$0.00*		*$0.00*		*$0.00*

KEARNS WATER TREATMENT PLANT **KEARNS LOOP REHABILITATION**				Pipeline Utilities, Inc. 2204-F Associate Drive Raleigh, NC 27603 NC License No. 13040		RF Shinn Contractor, Inc. 2305 Pleasant Grove Church Road Marshville, NC 25103 704-791-5876 NC License No. 10580		State Utility Contractors, Inc. P. O. Box 5019 Monroe, NC 28111 704-289-6400 NC License No. 17793		Yates Construction Company 9220 NC 65 Stokesdale, NC 27357 336-548-9621 NC License No. 10022	
	Acknowledgement of Examination			NO		Yes		Yes		Yes	
	Safety Compliance Certification			NO		Yes		Yes		Yes	
	Non-Segregated Facilities Certificate			NO		Yes		Yes		Yes	
	Non-Collusion Affidavit of Prime Bidder			NO		Yes		Yes		Yes	
	Proposed List of Subcontractors			NO		Yes		Yes		Yes	
	MBE Affidavit A or B			A		A		A & B		B	
	MBE Attachment H			Yes		Yes		Yes		Yes	
	Addendum Acknowledged (1)			Yes		Yes		Yes		Yes	
	Bid Form Executed			NO		Yes		Yes		Yes	
	Bid Security Submitted			Yes		Yes		Yes		Yes	
	Equipment Questionnaire										
	1. Ductile Iron Pipe per Section 15061			BLANK		American		U. S. Pipe		U. S. Pipe	
	2. Butterfly Valves per Section 15101			BLANK		American		Val-Matic		Dezurik	
ITEM	**DESCRIPTION**	**QUANTITY**		**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
1	Mobilization and Demobilization (limit to 3% of total bid)	LS	1	$35,000.00	$35,000.00	$30,000.00	$30,000.00	$26,000.00	$26,000.00	$34,000.00	$34,000.00
2	Demolition and Abandonment										
A.	Demolish and Remove 36" CIP	LF	580	$11.00	$6,380.00	$15.00	$8,700.00	$18.00	$10,440.00	$27.00	$15,660.00
B.	Demolish Valve Vaults and Manholes	EA	8	$5,159.00	$41,272.00	$2,000.00	$16,000.00	$1,200.00	$9,600.00	$850.00	$6,800.00
3	Pipeline Abandonment with Flowable Fill										
A.	36" Pipe Abandoned in Place with Flowable Fill	LF	635	$120.00	$76,200.00	$50.00	$31,750.00	$53.00	$33,655.00	$75.00	$47,625.00
B.	30" Pipe Abandoned in Place with Flowable Fill	LF	15	$455.00	$6,825.00	$40.00	$600.00	$44.00	$660.00	$45.00	$675.00
C.	24" Pipe Abandoned in Place with Flowable Fill	LF	200	$100.00	$20,000.00	$30.00	$6,000.00	$37.00	$7,400.00	$28.00	$5,600.00
D.	24"/16" Pipe Abandoned in Place with Flowable Fill	LF	20	$345.00	$6,900.00	$30.00	$600.00	$37.00	$740.00	$28.00	$560.00
4	Pipeline										
A.	36" DIP Restrained Push-on Joint	LF	1,275	$316.00	$402,900.00	$530.00	Note 2 *$675,750.00*	$427.00	$544,425.00	$385.00	$490,875.00
B.	30" DIP Restrained Push-on Joint	LF	30	$643.00	$19,290.00	$850.00	$25,500.00	$380.00	$11,400.00	$665.00	$19,950.00
C.	24" DIP Restrained Push-on Joint	LF	15	$617.00	$9,255.00	$820.00	$12,300.00	$350.00	$5,250.00	$600.00	$9,000.00
D.	16" DIP Restrained Push-on Joint	LF	40	$284.00	$11,360.00	$500.00	$20,000.00	$290.00	$11,600.00	$350.00	$14,000.00
E.	6" DIP Restrained Push-on Joint	LF	8	$973.00	$7,784.00	$200.00	$1,600.00	$240.00	$1,920.00	$50.00	$400.00
F.	2" Copper	LF	15	$70.00	$1,050.00	$160.00	$2,400.00	$225.00	$3,375.00	$40.00	$600.00
G.	Vertical adjustment of pipeline - sizes 16" through 24"	VF/LF	50	$36.00	$1,800.00	$10.00	$500.00	$3.00	$150.00	$25.00	$1,250.00
H.	Vertical adjustment of pipeline - sizes 30" through 36"	VF/LF	50	$54.00	$2,700.00	$15.00	$750.00	$4.00	$200.00	$25.00	$1,250.00
5	Connections to Existing Piping										
A.	36" Tie-In, Phase 1	EA	1	$179,000.00	$179,000.00	$70,000.00	$70,000.00	$88,300.00	$88,300.00	$150,000.00	$150,000.00
B.	36" Tie-In, Phase 5	EA	1	$20,000.00	$20,000.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$18,000.00	$18,000.00
C.	30" Tie-In, Phase 4	EA	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$19,500.00	$19,500.00	$18,000.00	$18,000.00
D.	24" Tie-In, Phase 2	EA	1	$17,000.00	$17,000.00	$8,000.00	$8,000.00	$12,750.00	$12,750.00	$10,000.00	$10,000.00
E.	16" Tie-In, Phase 3	EA	1	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$7,250.00	$7,250.00	$10,000.00	$10,000.00
F.	2" Copper	EA	1	$2,500.00	$2,500.00	$600.00	$600.00	$2,800.00	$2,800.00	$300.00	$300.00
6	Ductile Iron Fittings	LB	43,000	$5.00	$215,000.00	$1.30	$55,900.00	$4.50	$193,500.00	$5.80	$249,400.00
7	Valves and Appurtenances										
A.	36" AWWA Butterfly Valve with Manual Actuator	EA	2	$20,000.00	$40,000.00	$30,000.00	$60,000.00	$22,800.00	$45,600.00	$14,000.00	$28,000.00
B.	30" AWWA Butterfly Valve with Manual Actuator	EA	1	$16,000.00	$16,000.00	$20,000.00	$20,000.00	$17,800.00	$17,800.00	$12,000.00	$12,000.00
C.	24" AWWA Butterfly Valve with Manual Actuator	EA	1	$9,000.00	$9,000.00	$12,000.00	$12,000.00	$9,800.00	$9,800.00	$7,000.00	$7,000.00
D.	16" AWWA Butterfly Valve with Manual Actuator	EA	1	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$5,800.00	$5,800.00	$5,000.00	$5,000.00
E.	Fire Hydrant and 6" Gate Valve with Manual Actuator	EA	1	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$9,800.00	$9,800.00	$2,800.00	$2,800.00
8	Miscellaneous Concrete	CY	25	$682.00	$17,050.00	$400.00	$10,000.00	$300.00	$7,500.00	$250.00	$6,250.00
9	Trench Stabilization Stone	Tons	25	$61.00	$1,525.00	$30.00	$750.00	$40.00	$1,000.00	$50.00	$1,250.00
10	Erosion Control										
A.	Silt Fence	LF	2,000	$2.00	$4,000.00	$3.00	$6,000.00	$2.40	$4,800.00	$4.00	$8,000.00
B.	Stone Outlets	EA	15	$122.00	$1,830.00	$300.00	$4,500.00	$200.00	$3,000.00	$300.00	$4,500.00
11	Fertilizing, Seeding, and Mulching	EA	1	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$4,600.00	$4,600.00
	Contractor's Total Bid (from Bid Documents)			*$1,222,621.00*		*$1,122,200.00*		*$1,107,515.00*		*$1,183,345.00*	
	TOTAL BID (Calculated)				**$1,222,621.00**		Note 3 ***$1,127,200.00***		**$1,107,515.00**		**$1,183,345.00**
	Difference Between Total Bid and Contractor's Total Bid				*$0.00*		*$5,000.00*		*$0.00*		*$0.00*

NOTES:

1 Dellinger, Inc. indicated $12/LF as the Unit Price in their Bid Form for Item 3.D. However, there was a math error in calculating the Item Total. The Item Total was written as $3,000. The actual amount should have been $300. It appears to be an error in transcription only, because the Total Bid is based on the sum of the Unit Prices. The Total Bid remains unchanged.

2 RF Shinn Contractor, Inc. indicates in the Bid Form that the Item Total for Item 4.A. is $714,000. The Unit Price was indicated as $530.00/LF. The Unit Price would indicate a Item Total of $675,750. The Unit Prices were used to calculate the Total Bid (Calculated) in the Bid Form.

3 The Total Bid (Calculated) is $5,000 greater than the Total Bid listed by RF Shin Contractor, Inc. in their Bid Form. The correct Total Bid for RF Shinn Contractor, Inc. is $1,127,220.00, based on the Unit Prices listed in the Bid Form.

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 12, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Recommendation for Sole Source Authorization

Please place the following item for City Council's consideration at their November 19, 2012, Council meeting:

The City Council approved a sole source exception for the purchase of the digital in-car camera system developed by ICOP Digital at its April 21, 2008 Council meeting. Since that time, no other company has developed a similarly capable digital system. City Council has previously approved additional "sole-source" purchases for several subsequent acquisitions. The City Council authorized a grant award from the Department of Justice for the Justice Assistance Grant (JAG-2012) that included specifically the purchase of additional ICOP in-car cameras at its meeting of May 7, 2012. As a result, the Police Department has solicited pricing from ICOP-Safety Vision for 11 additional in-car digital cameras. To remain compliant with NC general statutes, City Council is requested to authorize an exception to the bid laws for this proprietary technology with ICOP-SafetyVision LLC.

Although the value of the $49,026.90 contract will be an informal contract of less than $90,000, there is no current provision in State law to delegate City Council's authority to any appointed staff the approval of the exception to bid laws for "sole source" approval.

1. In order to complete the purchase, City Council is requested to approve an exception to the bid laws under the "sole source qualification" for the purchase of equipment for the Police Department from ICOP-SafetyVision LLC.

State statute (G.S. 143.129(e)(6) requires City Council to specifically authorize "qualified sole source" exceptions to the bid laws prior to awarding the contract. This purchase for the Police Department continues to meet the standard for "standardization considerations" as a qualified exemption. Representatives of the Police Department will be present to answer any questions which may arise.

2. City Council is requested to approve the acquisition of the equipment and related services from ICOP-SafetyVision LLC. The required funds of $49,026.90 for the purchase are budgeted in the Special Grants Fund.

MARTY A. SUMNER
Chief of Police

PHONE (336) 887-7970
FAX (336) 887-7972
TDD (336) 883-8517

High Point Police Department

DATE: November 1, 2012

TO: Strib Boynton, City Manager

FROM: Major Eddie McCluney
Assistant Chief HPPD, Field Operations Division – North

SUBJECT: SOLE SOURCE RECOMMENDATION FOR IN-CAR CAMERA SYSTEMS

I recommend that ICOP – A Safety Vision Company be the sole source vendor for the purchase of eleven (11) additional ICOP Model 20/20W In-Car DVR Camera Systems for the High Point Police Department's fleet of vehicles. The funds to purchase these camera systems are from the 2012 JAG grant funds in the amount of $48,237.60, and also from state forfeiture funds in the amount of $789.30 (per Vee Nance).

We currently have 58 of these units in-service and we will need an additional 62 (including this order) units to fully equip our patrol officers. We will continue to submit requests annually until ICOP cameras are installed in all frontline patrol vehicles.

We have exclusively used ICOP in-car camera systems for several years and continue to be satisfied with the product. On previous occasions (2007, 2008, 2010, March 2011, and September 2011) HP City Council has approved ICOP Digital as our sole source in-car camera system. The ICOP in-car system is an in-dash mount which is a significant vehicle cab safety feature. Other camera systems would not be compatible with the HPPD server in use. ICOP Digital uses proprietary software built exclusively for their camera/server systems. Our Radio Shop is certified to install and provide maintenance on the ICOP cameras.

The High Point Police Department studied and tested several in-car camera systems in 2005. That study committee recommended the ICOP system for our fleet. We have added additional ICOP in-car cameras to our fleet over the years, and ICOPs are the only in-car cameras used by HPPD.

The quoted cost for eleven (11) ICOP 20/20W camera systems with a 3-year warranty is $49,026.90.

Please feel free to contact me if you have questions regarding this recommendation.

Eddie McCluney

Assistant Chief, Field Operations Division – North

cc: Chief Marty Sumner

A SAFETY VISION COMPANY

6100 W Sam Houston Parkway North , Houston, TX 77041
(713) 896-6600 *phone* | (713) 896-6640 *fax*
www.ICOP.com

BILL & SHIP	CUSTOMER
ADDRESS1	High Point PD
ADDRESS2	1009 Leonard Ave
CITY/STATE	
ZIP	High Point, NC
PRIMARY CONTACT	27260
PRIMARY EMAIL[1]	Mike Kirk
PHONE	
☐ Email Opt-Out	

[SELECT]	CUSTOMER
ADDRESS	
CITY / STATE	
ZIP	
CONTACT	
PHONE	
MANUFACTURER'S REP	NONE / NONE

Prepared by: **Sam Hartsfield**
Date prepared: 10/30/2012
QUOTE VALID UNTIL 11/29/2012

Agency:
NONE

Quantity	Product	Part Number	MSRP	Price	Total

[2] Delivery is FOB shipping point. Payment due within 30 days after shipment.

[3] Tax is estimated. If customer is tax exempt, tax will be removed upon providing tax exempt certificate. All purchases are subject to sales tax unless proof of exemption is provided.

[4] Credit to be given when trade-in systems have been returned and inspected.

[5] Check the serial number to detemine new vs. old J-Box. The serial number of a 'new' J-Box will end with a 'V'.

NOTE: Customer shall call ICOP Customer Service to obtain a RMA number for product returns. Items must be unused and returned in original packaging. All returns subject to 15% restocking fee. No credit will be given for product that has been used.

Payment Terms are Net 30. Products quoted are covered by ICOP Limited Warranty and Software License Agreement. Signature authorizes partial shipments.

Authorized Signature below creates a binding Purchase Order (REQUIRED for all orders)

Eddie McClung — **Authorized Signature**

11/2/12 — **Date**

Eddie McClung, Police Major — **Printed Name / Title**

Purchase Order Number (if applicable)

version 011312

PLANNING AND ZONING COMMISSION RECOMMENDATION

On March 26, 2013, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Martha Shepherd and Mr. Andrew Putnam.

350 South Land Holdings, LLC **Zoning Case 12-11**

A request by 350 South Land Holdings, LLC to rezone approximately 510 acres from the Agricultural (AG), Residential Single Family-40 (RS-40) and Light Industrial (LI) Districts, within Guilford County's zoning jurisdiction, to a Planned Unit Development-Mixed (PDM) District. The property is generally lying south of 1-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request for approximately 79 acres of the portion of the zoning site fronting along Sandy Ridge Road.

Mr. Herbert Shannon presented the request and recommended approval as outlined in the staff report. He noted this case initially came before the Commission in November of 2012, but the City Council subsequently did not take final action on the matter. Mr. Shannon noted that this zoning request includes an additional 79 acres.

Speaking on behalf and of the request were the applicant's representative, Mr. Tom Terrell, 529 West Parkway Avenue, High Point; Mr. Frank Amenya, applicant's Traffic Engineer with Davenport Engineering & Design, 305 West Fourth Street - Suite 2A, Winston-Salem; and Mrs. Phyllis Gray, 8706 Staples Road, Colfax. Key points raised by these speakers were:

- Because of its proximity to I-40, FedEx Regional Cargo Hub and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base.
- The addition of the 79-acre area allows for access to Sandy Ridge Road.
- The request is consistent with the City's Land Use Plan, NW Area Plan, and the Heart of the Triad Plan.
- 350 South Holdings, LLC is committed to do all recommended improvements outlined in the Traffic Impact Analysis (TIA).

Speakers in opposition to the request were Mr. Ray Royle, 1609 Squire Davis Road, Kernersville; Mr. Jim Morgan, 8625 Bull Road, Colfax; Mr. Todd Smith, 8839 Boylston Road, Colfax: Ms. Susan Koget, 1902 Eastchester Drive, High Point; Mr. Earl Hartsfield, 8827 Boylston Road, Colfax and Mr. Tim Carter, 745 Quail Meadow Lane, Colfax. These speakers noted the following concerns with the request:

- Traffic from the proposed development will negatively impact Adkins Road and Boylston Road.
- Proposal will disturb the rural setting of this area.
- The City does not need another industrial park; there is a sufficient amount of existing undeveloped land in existing industrial parks in the area.

After the public hearing was closed, the Planning & Zoning Commission deliberated on this matter, including discussing a 30-day postponement for the applicant and the Transportation

Department to work on transportation conditions. However, the applicant did not wish to delay the case, pending revisions, due to an upcoming annexation application deadline.

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-11, by a vote of 4-3. This motion included a recommendation that the applicant meet with Transportation Department staff to work out traffic issues before this case goes to City Council on April 15, 2013. Members Cynthia Davis, Carson Lomax and Ozzie Hough were the dissenting votes. These members expressed concerns that transportation related issues should be worked out and presented to the Commission prior to the case being forwarded to Council. In addition, some members felt the zoning request should occur after the property has been annexed.

The recommendation by the Commission when it first appeared before it in November 2012 was to deny, which then required a 2/3s majority for City Council approval. This amended application is being forwarded with a recommendation to approve. Therefore, only a simple majority is required for Council approval

NOTE: Since the March 26, 2013 Planning and Zoning Commission public hearing, the applicant has met with the City of High Point Transportation Department. The applicant and Transportation Department have come to an agreement on transportation related conditions and the conditional zoning ordinance has been revised to include the agreed upon conditions.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 12-11
April 8, 2013
(Revised)

Request	
Applicant: 350 South Land Holdings, LLC	**Owner(s):** 350 South Land Holding, LLC; Bland Property Investments; James S. Hedgecock & Elizabeth A. Hedgecock; and Michael Raymond Hedgecock & Christy M. Hedgecock
Zoning Proposal: To annex and apply initial City zoning	**From:** **AG** Agricultural District *(Guilford Co)* **LI** Light Industrial District *(Guilford Co)* **RS-40** Residential Single Family-40 District *(Guilford Co)* **To:** **PDM** Planned Unit Development-Mixed District

Site Information	
Location:	The zoning site consisting of multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0168770, 0168791, 0168792, 0168794, 0168949, 0170697, 0170699 thru 0170704, 0170710, 0170731, 0170794, 0170826, 0170831, 0170834, 0170990, 0171055, 0171067, 0171075, 0171077, 0171092 and 0170876 (26 Parcels).
Site Acreage:	Approximately 510 acres.
Current Land Use:	Approximately seven single-family detached dwellings, one vacant industrial use and multiple undeveloped parcels.
Physical Characteristics:	The site has some developed parcels, but consists primarily of open pasturelands and wooded areas with moderate to severely sloping terrains. Perennial and intermittent streams run through the site, in a southwesterly direction, towards the West Fork of the Deep River, which lies west of the site. The steeper terrains are along these various stream corridors.
Water and Sewer Proximity:	<u>City of High Point Water lines:</u> There are existing City water lines, varying in size from 6-inches to 16-inches, within Sandy Ridge Road, the southern portion of Adkins Road, Boylston Road, and Bunker Hill Road. <u>City of High Point Sanitary Sewer lines:</u> There is a 16-inch sewer line running along the West Fork of the Deep River. In addition, 8-inch & 6-inch sewer lines are lying adjacent to portions of Sandy Ridge Road.

General Drainage and Watershed:	The site drains in a general westerly and southwesterly direction. Development of the site will be subject to the Oak Hollow Lake General Watershed Areas (GWA) requirements of the water supply watershed regulations. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Overlay District(s):	Oak Hollow Lake GWA Airport Overlay - Zone 2

Adjacent Property Zoning and Current Land Use			
North:	AG LI CU-LI	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)* Conditional Use Light Industrial District *(Guilford County)*	Undeveloped parcels and industrial uses abutting Norcross Road.
South:	AG RS-40	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels and single-family detached dwellings.
East:	AG RS-40 LI	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels, single-family detached dwelling and industrial uses abutting Norcross Road.
West:	RS-40	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	GOAL 1: Preserve and enhance High Point's most important natural and cultural resources. • Obj. #1A: Preserve and link open spaces where opportunities exist, and leverage them as community and economic assets. • Obj. #1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands, and steep slopes. • Obj. #1C: Protect the city's water supply through compatible use and design innovations, and minimizing the disturbance of land. GOAL 6**:** Keep High Point's economy strong and make it more diversified. • Obj. #6F: Prioritize measures to enhance High Point's overall quality of life to retain and expand existing industries and to attract new ones.
Land Use Plan Map Classification:	The site has a Restricted Industrial land use designation. This classification is intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	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 #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: *Northwest Area Plan*	This area is designated as a Business Center Area in the Northwest Area Plan. These areas are intended to accommodate a wide variety of employment uses, such as office, research, corporate park, industrial and related uses. It requires a unified design scheme, including enhanced facades on the buildings, substantial surrounding landscaping, restrictive site lighting and signage, full screening of loading areas. No outside storage is permitted. Goal 1**:** Protect the natural environment and its many features. • Obj. #1a: Preserve streams, wetlands and steep slopes through the siting of development in appropriate locations. • Obj. #1b: Maintain a high level of water quality for aesthetic, environmental and economic reasons through measures like minimizing land disturbing activities and improved stormwater management techniques. • Obj. #1c: Where possible, preserve mature trees, and provide for increased planting and replanting rates in new development with an emphasis on native plant materials. • Obj. #1d: Stress the maintenance of open space during development planning, and provide for the linking of open space areas and environmentally sensitive lands through multi-use greenways, more primitive nature trails and natural wildlife corridors. Goal 2: Achieve high quality development in the built environment. • Obj. #2a: Ensure quality development by requiring high aesthetic standards in site and building design, construction materials and intra-development coordination. • Obj. #2b: Promote development that is in harmony with human scale. • Obj. #2e: Protect existing residential neighborhoods from new non-residential development through design standards and landscaped buffers. Goal 3: Create a fully integrated transportation system that recognizes and accommodates a wide variety of transportation needs and users. • Obj. #3b: Provide intra & inter development transportation connectivity via streets, sidewalks, greenways and less formal trails. • Obj. #3c: Ensure that new development provides the infrastructure requirements of a multi-modal transportation system like bus stops/shelters and bicycle racks. • Obj. #3d: Meet environmental and aesthetic needs through landscaping and the preservation of existing trees along transportation corridors. Goal 4**:** Continue economic development programs to respond to the needs of a growing area and a changing economic environment.

	➢ Obj. #4a: Target selected industries and industrial sectors that provide high-value jobs and significant property valuations and which will contribute positively to a diversifying economy.
Zoning History:	The northwestern portion of the City's Planning Area extends northward to I-40 and from Sandy Ridge Road westward just past the Guilford/Forsyth County line. From 1998 to 2012, there have been several annexations and rezonings, totaling over 310 acres in the area consisting of one industrial use off Tyner Loop Road and several residential developments between Bame Road and Squire Davis Road.

Transportation Information

Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Norcross Road	Local Street	270 ft.
	Sandy Ridge Road	Major Thoroughfare	585 ft.
	Bunker Hill Road	Minor Thoroughfare	510 ft.
	Lakedale Road	Local Street	515 ft
	Staples Road	Local Street	2,300 ft.
	Adkins Road	Local Street	2,260 ft
	Rose Haven Road	Local Street	60 ft.
	Joe Drive	Local Street	2,300 ft.

Vehicular Access:	Phase 1: This rezoning site will take access through an access point approximately 300 feet north of Dairy Point Drive on Sandy Ridge Road and through an access point on Joe Drive. No access shall be allowed to Adkins Road.	
Traffic Counts: *(Average Daily Trips)*	Sandy Ridge Road	10,000 ADT (2011, 24 hour count)
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed uses will generate approximately 8,759 trips/day, 727 trips (entering & exiting) in the AM peak hour and 761 trips (entering & exiting) in the PM peak hour.	

Traffic Impact Analysis:	**Required**			**Comment**
	Yes		No	See attached executive summary
	X			
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. The site is within Airport Overlay - Zone 2, which prohibits any new residential development. The limited number of existing dwelling units on parcels associated with this zoning application will not negatively impact area schools.

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed "floating districts" by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested a Planned Unit Development-Mixed

(PDM) District, which is required to contain at least twenty contiguous acres under unified ownership or control and it's intended to accommodate residential, office, commercial, and light industrial uses developed on large tracts in accordance with a PUD master plan. The dimensional standards of the Ordinance are waived in a PDM District, except within 150 feet of the perimeter of the proposed PUD District, where scale and setback of structures shall be in harmony with development on adjacent lands. In addition, no commercial or industrial uses are permitted within 150 feet of the perimeter of the PUD District unless the adjacent City zoning permits the same or similar uses.

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

Details of Proposal

Conditional Zoning Case 12-11 (CZ12-11) and an associated voluntary annexation request, Annexation Case 12-05 (ANX 12-05), were considered by the Planning and Zoning Commission and City Council last year. The Planning and Zoning Commission held a public hearing on November 13, 2013 and the City Council held their public hearing on November 19, 2012. The City Council adopted the voluntary annexation ordinance with an effective date of May 19, 2013; however, no action was taken on the zoning request and it is currently pending before the City Council.

Also at the November 19, 2012 public hearing, the City Council considered a proposed Development Agreement between the City of High Point and 350 South LLC pertaining to infrastructure improvements associated with the project. The development agreement is a type of contract created by the NC General Assembly in 2005 that enables local governments to negotiate development standards and infrastructure, for large-scale development. Development ~~a~~greements can be mutually advantageous to developers and local governments to allow for public-private infrastructure improvements and longer-term guarantees against regulatory changes than normally allowed.

At the November 2012 hearing on the development agreement, City Council expressed concern that some details of the project needed better definition of responsibility and cost. Therefore, the zoning and development agreement requests were tabled pending a revision to the agreement. The voluntary annexation was approved with a May 19, 2013 effective date, provided a revised development agreement was accepted by March 31, 2013.

On February 11, 2013, the applicant submitted a request to amend CZ12-11 to expand the initial zoning request to add 79 acres. In conjunction with this amendment, a voluntary annexation application was also submitted to annex the 79 acres. Since no final action has been taken by Council on CZ12-11, this amended request must be heard by the Planning & Zoning Commission

and City Council. The acreage added to CZ12-11 consists of three parcels lying along the east side of Sandy Ridge Road, approximately 375 feet south of National Service Road. These added parcels provide the Phase I portion of the development with approximately 585 feet of frontage along Sandy Ridge Road.

At the March 18, 2013 City Council meeting, the City Council agreed to the applicant's request to extend the deadline to accept the development agreement to April 15, 2013. This extension was needed because the additional property requires zoning consideration by the Planning & Zoning Commission.

In regards to the proposed Conditional Zoning Ordinance, the only change from the original submittal pertains to the transportation conditions. The applicant's traffic engineer submitted an updated Traffic Impact Analysis (TIA) to include the additional acreage and vehicular access to Sandy Ridge Road. The applicant has removed the previous transportation conditions, and has proposed to replace them with transportation improvements and conditions recommended in their amended TIA. The transportation conditions have been updated to include recommendations outlined by the City of High Point Transportation Department in their April 5, 2013 memorandum.

Overview of Applicant's Zoning Request

The applicant has requested a Planned Unit Development-Mixed (PDM) District zoning with the intent of developing a large scale Business/Industrial Park. The applicant's PUD Statement of Intent notes that because of its proximity to Interstate 40 and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Centre in the mid-1980s. The applicant's statement continues by noting, because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. The Conditional Zoning Ordinance offered by the applicant details those uses, describes the higher quality of development intended, and describes other conditions that would be applied. It is also the applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement to be executed with the City.

The proposed PDM zoning district will be split into two large phases *(see phase line on attached zoning map exhibit and master plan).*

Phase I consists of the southeastern 234± acres, generally lying to the south and east of Adkins Road. The proposed development for this phase will consist of a combination of uses allowed in the City of High Point's Agricultural (AG) District, Corporate Park (CP) and Light Industrial (LI) zoning districts.

Phase II consists of the northwestern 276± acres, generally lying to the north and west of Adkins Road. Only specific uses that are allowed in the Agricultural (AG) District are proposed for this portion of the PUD, and this will serve as a temporary "holding zone" until utility line extensions and roadway improvements are provided to support CP and LI District uses. As development plans are further refined, amendments to the PDM District zoning will be required in order to expand the CP and LI uses to Phase II, as well as any additional land.

Staff Analysis

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

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

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: ❖ The applicant has offered higher development standards pertaining to landscaping, building façades, building materials and locational criteria for loading docks. These standards will assist in ensuring development will be of a higher standard. ❖ The Conditional Zoning Ordinance offered by the applicant provides for submittal of an integrated greenway and pedestrian circulation plan. This plan will connect, where possible, throughout the development, and will provide for easement dedications to connect to the City's future greenway system that will run along the West Fork of the Deep River.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: ❖ Rather than having individual parcels develop in a scattered non-related manner, the proposal to assemble this large land area for a planned development will facilitate the creation of a long-range plan for this area to develop in a cohesive and unified manner. Vehicular & pedestrian traffic can be planned and integrated; overall unified and attractive building design concepts can be coordinated; and it will provide for an overall identification of the proposed business/industrial park as a destination point. ❖ Specific users or individual tract layouts have not been identified. However, requirements of the Development Ordinance and PUD requirements will assist in ensuring an attractive cohesive development. ❖ Standards regarding open space and protection of environmentally sensitive areas are provided for in the PUD and Environmental Protection sections of the Development Ordinance.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: ❖ Any of the various tracts in this request could be developed individually and not in a unified fashion. Bringing the entire area in as one planned development ensures

	there will be a unified cohesive development along with some common building design standards.
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: ❖ The application assembles medium size parcels (1 – 5 acres) and larger parcels (10+ acres) into one large development. This provides flexibility in that future parcels can be configured to best accommodate buildings and site improvements so as to pose the least impact to any adjacent residential use. ❖ The area is mostly rural consisting of large undeveloped lots, and some single family dwellings on medium to large parcels. The fact that this is not a densely populated area and that larger parcel sizes provides for greater separation between structures assists in ensuring development will not significantly impact adjacent property owners. ❖ The project is in its infancy with a 20+year build out scenario. Phase I is the only portion of PUD open for business/industrial related development. Existing developments abutting Phase I consist of a large lot subdivision to the southwest along Maple Creek Drive and a large lot subdivision to the northeast off Lake Creek Court. There are perennial streams separating these two subdivisions from the prime developable land area in Phase I. A minimum 100-foot buffer, as measured from the top on bank on both sides of these streams, is required by the Development Ordinance. Therefore, any development in Phase I will be a minimum of 200 plus feet from these adjacent residential uses. ❖ Phase II of the PUD is restricted to AG District uses and will serve as a holding zone to prevent haphazard development and incompatible land uses. Currently this area has Guilford County Agricultural and Light Industrial zoning. Allowable AG uses, as outlined in the applicants Conditional Zoning Ordinance, will be similar and compatible to existing county zoning for this area.

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

Staff Comments:

❖ This request, although it is in its infancy, appears to be in line with adopted plans of the City (Land Use Plan and NW Area Plan). However, as the development evolves, design and uses will need to be monitored to ensure that this area develops in accordance with the plan.

❖ This request falls within the boundaries of the Northwest Area Plan and it is designated as a Business Center area. As such, this area is envisioned to provide concentrated employment opportunities in close proximity to the airport with good access to I-40 with high development standards and employee amenities such as walking trails. The plan includes design guidelines that focus on high quality development that is harmonious, visually attractive and supports multiple modes of transportation. As for retail uses, the NW Area Plan calls for a Business Support Area, east of Lakedale Road and north of Tyner Loop Road, that is intended to provide goods and services to the Business Center.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: In addition to the above noted PUD Findings, it should be noted that the applicants list of permitted uses exclude the majority of the higher intensity industrial uses of the LI & CP Districts and they have offered to provide for a minimum 50-foot building setback where development abuts residential zoning.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ As stated in the PUD Findings, the large land areas associated with this case will assist in providing for flexibility in building placement on development sites. This allows for greater separation of buildings from abutting properties and assists in mitigating potential negative impact to adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: ❖ Environmental protection standards of the Development Ordinance along with PUD open space environment standards will ensure minimal impact on environmentally sensitive areas. At a minimum, the following are required: ➢ A minimum of 10% of the land area of a non-residential PUD is to be devoted to open space and common recreation area. ➢ Open space is required to be provided within each phase of the PUD in sufficient amounts to serve a substantial portion of the expected population or occupancy of that phase. ➢ Stream buffer standards provide a protective buffer adjacent to streams and limits grading and disturbance of vegetation. ➢ The zoning site is within the Oak Hollow Lake General Watershed Area. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: City of High Point water and sewer lines generally surround this portion of the City's Planning Area. However, utility line extensions to individual development sites will be required.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: This review factor has been addressed previously in the PUD Findings.

Changes in the Area:

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

Staff Comments:

The portion of High Point's Planning Area lying south of I-40 has historically been a rural area due to the lack of access to public utilities. When annexation agreements were established between High Point, the City of Greensboro, and the Town of Kernersville, the City's Planning Area expanded northward to I-40 to its present configuration. As these agreements were established, the City of High Point extended utility lines to this area. These annexation agreements help protect the City's investment in water and sewer infrastructures that open this area to development.

In the 1980s and early 1990s, much of this area was slated for residential uses, up to five units per acre on the City's Land Use Map. However, as construction of the FedEx Regional Cargo Hub and the PTIA runway expansion occurs, nighttime noise impact became a concern for new residential development in this portion of the City's Planning Area. Various area plan studies were conducted and adopted by High Point City Council in the last 12 years (Sandy Ridge Road Area Plan, 2000 Update to City Land Use Plan and Airport Noise Study) resulting in the City's land use policy that designates most of this northern Planning Area for business, office and industrial uses and prohibiting new residential development.

Development Patterns:

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

Staff Comments:

- Based on above noted discussion on changes to area, the Restricted Industrial Land Use Map Designation for this area and the fact that the site is within the City of High Point Airport Overlay Zone 2 (prohibiting new residential development), staff has not identified any evidence to date that the proposed development is in conflict with the City's adopted land use policies.
- The applicant's PUD Statement of Intent notes this as the largest non-residential annexation/zoning since Piedmont Centre development in the mind 1980s. As such, this will be a long-term build out exceeding 20 years. Additionally, there will be future amendments to this PUD to add more land area as it becomes available. The applicant has identified the southern portion of the site as the starting point. Phase I offers a more cost effective opportunity for utility extension to potential development sites and offers the ability to provide for a main entrance to the future Business Park from Sandy Ridge Road. Based on phasing conditions offered by the applicant, staff finds the proposal provides for a logical and orderly development pattern.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the request is consistent with the City's Land Use Plan and with City Councils adopted policies for the NW Area Plan; 2) based on conditions offered by the applicant,

proposed uses, manner in which development will be phased and environmental regulations of the Development Ordinance the request will be compatible with surrounding uses; 3) by bringing the entire area in as one planned development, ensures there will be a unified cohesive development; and 4) the NW Area Plan designates this area as a Business Center, the assemblage of this large land area will assist in meeting policies of the area plan, will assist in generating employment opportunities and provides the opportunity to expand the tax base for the City.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses.

Required Action

Planning and Zoning Commission:

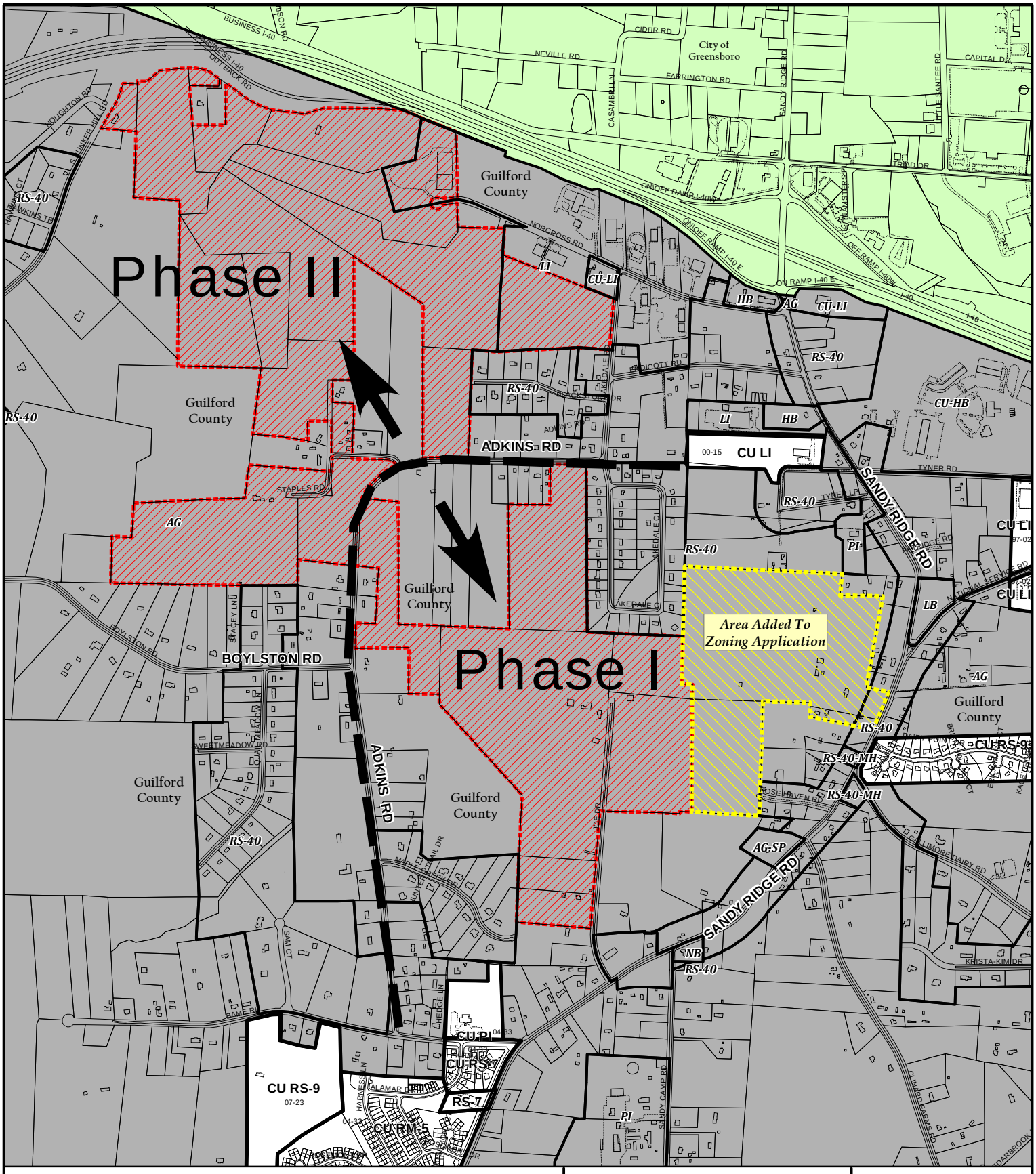
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



ZONING CASE 12-11

From: Agricultural & Light Industrial (Guilford Co.)
To: Planned Unit Development-Mixed

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

Planning & Development Department

City of High Point

Date: February 20, 2013

N

Scale: 1"=1,300'

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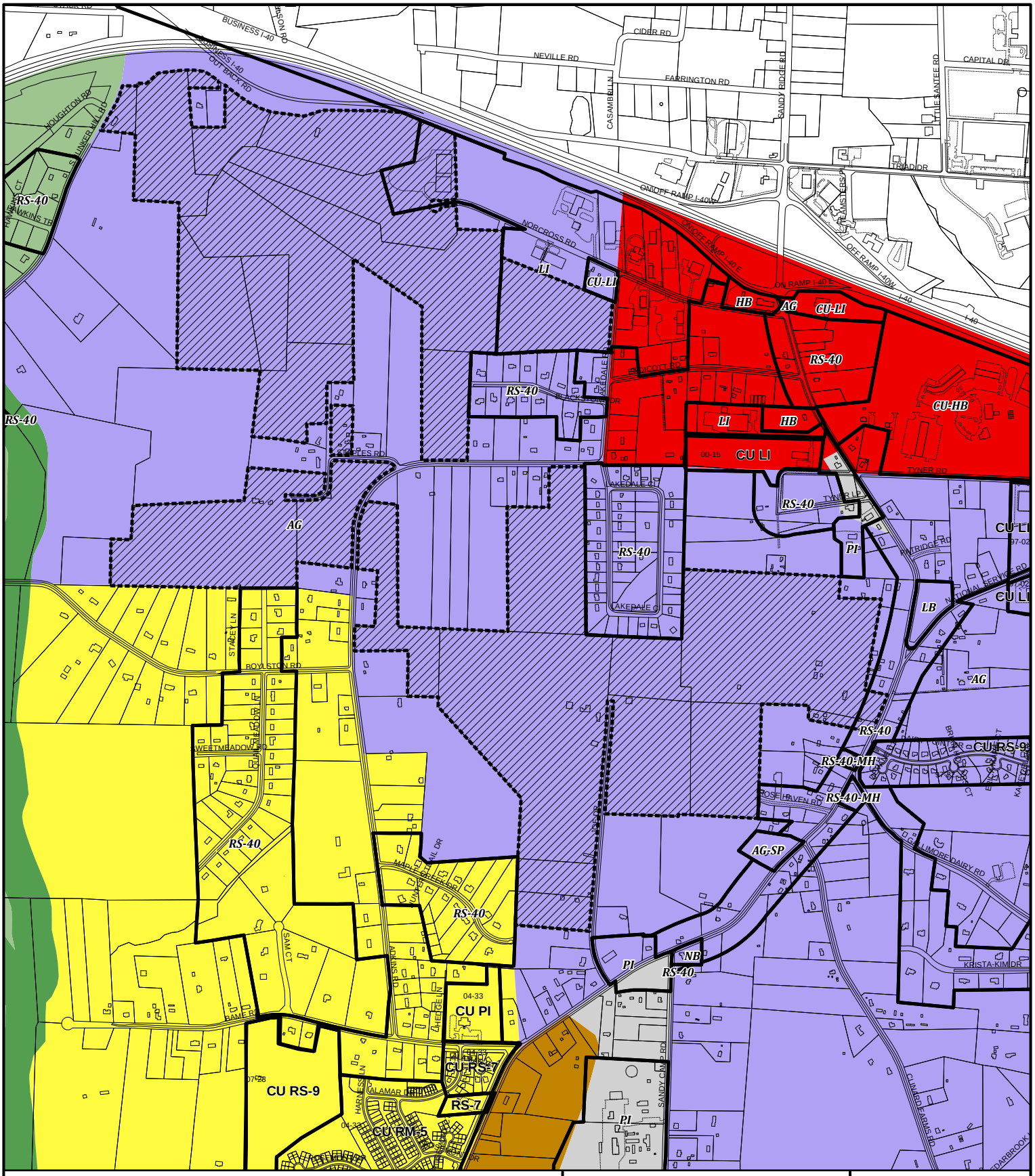

ZONING CASE 12-11

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Community/Regional Commercial
- Restricted Industrial
- Institutional
- Recreation/Open Space
- Future Growth Area

Planning & Development Department

City of High Point

Date: March 18, 2013

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Scale: 1"=1,300'

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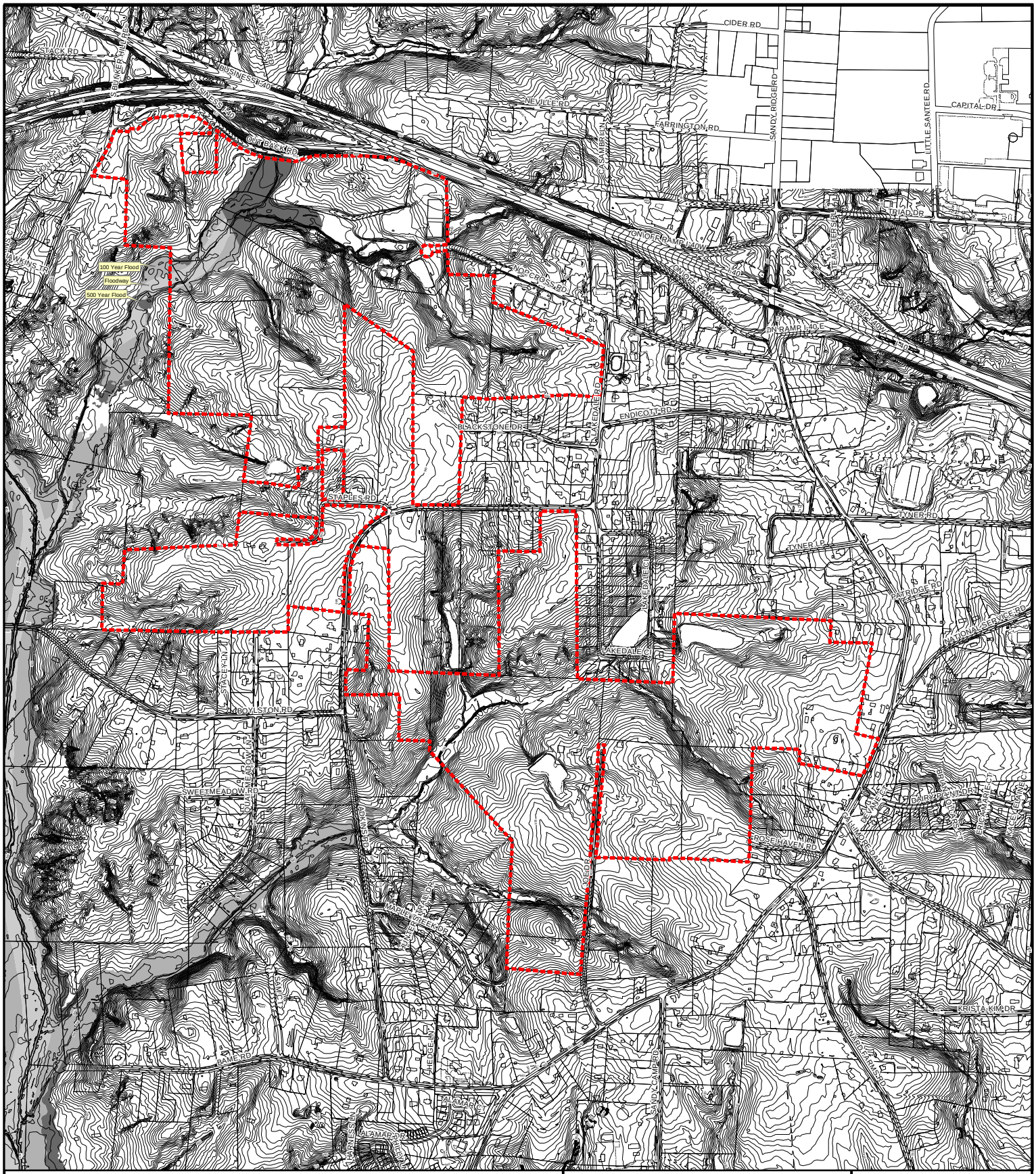

ZONING CASE 12-11

Topography

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

Planning & Development Department

City of High Point

Date: February 20, 2013

N

Scale: 1"=1,300'

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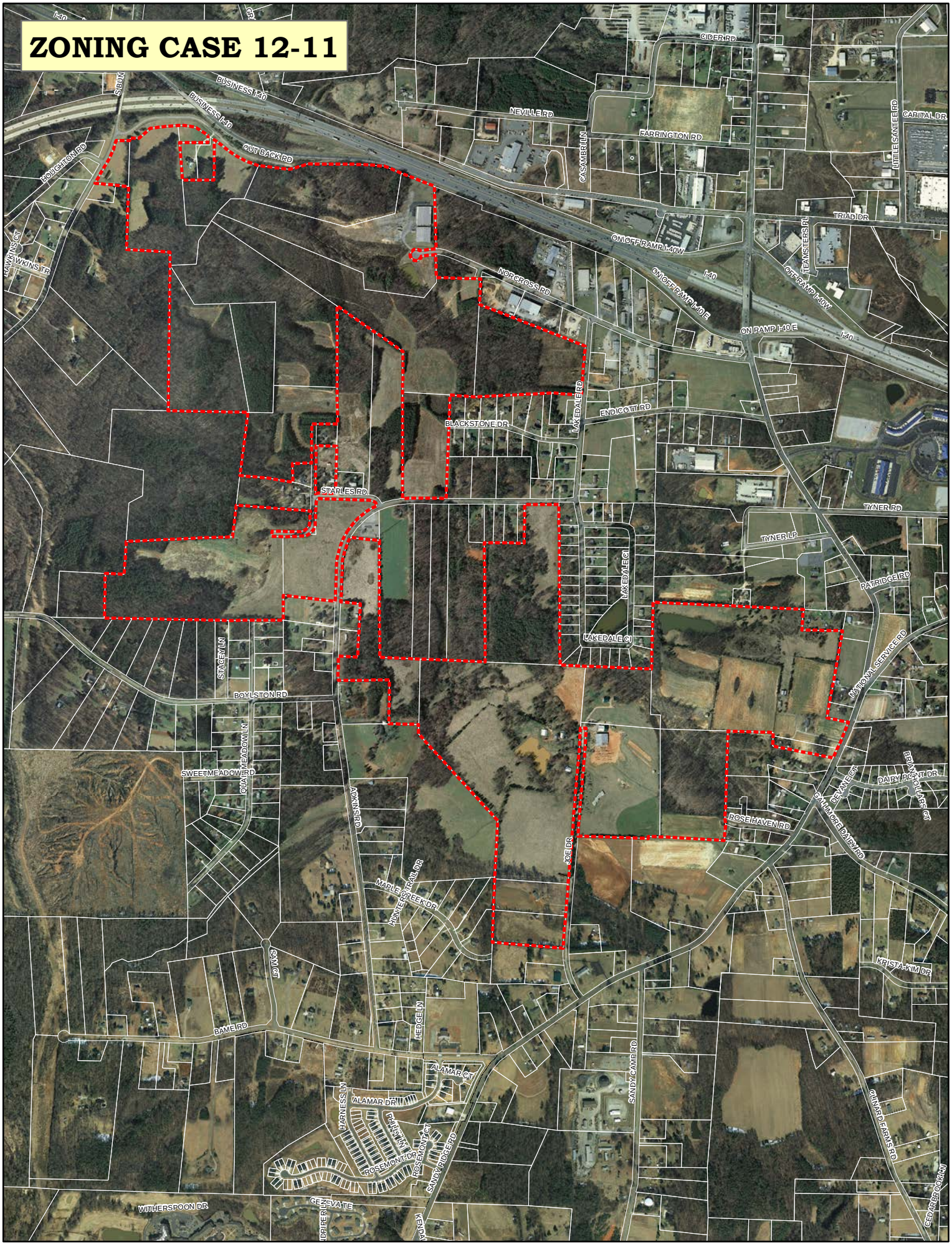
ZONING CASE 12-11
I-40
BUSINESS I-40
OUT BACK RD
HOUGHTON RD
HAWKINS CT
HAWKINS TR
NEVILLE RD
CIDER RD
FARRINGTON RD
CASAMBER LN
LITTLE SANTEE RD
CAPITAL DR
TRIAD DR
TEAMSTERS PL
ON/OFF RAMP I-40W
OFF RAMP I-40W
ON/OFF RAMP I-40E
ON RAMP I-40E
NORCROSS RD
BLACKSTONE DR
LAKEDALE RD
ENDICOTT RD
STAPLES RD
TYNER RD
TYNER LP
LAKEDALE CI
PAIRIDGE RD
NATIONAL SERVICE RD
STAGE LN
BOYLSTON RD
SWEETMEADOW LN
SWEETMEADOW RD
ADKINS RD
JOE DR
MAPLE CREEK DR
HUNTLEY TRAIL DR
DAIRY FARM DR
BRIARFIELD FARMS CT
DEVAN CIR
ROSEHAVEN RD
GALIMORE DAIRY RD
KRISTA KIM DR
CSW CT
BAME RD
HEDGE LN
ALAMAR CT
ALAMAR DR
HARNESS LN
ROSEMONT CT
ROSEMONT DR
SANDY RIDGE RD
SANDY CAMP RD
GUNNARD FARMS RD
CEDAR BROOK LN
WITHERSPOON DR
GEZEVATE
KENDALL

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District (CZ-PDM)

October 1, 2012
(Submitted)

PUD Statement of Intent

The applicant has assembled approximately 431 acres of land north of the municipal boundaries of the City of High Point for annexation and rezoning to PDM District. Because of its proximity to Interstate 40 and Piedmont Triad International Airport, this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Center.

Because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. This application details those uses, describes the higher quality of development intended, and describes other conditions that would be applied.

It is also applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement for the tract.

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District
(CZ-PDM)

April 30, 2013
(Revised)

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

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. Any existing use(s) on the date of adoption of this ordinance which do not conform with the new zoning district, shall be considered a legal nonconforming use and subject to requirements of Section 9-4-17(b) (Nonconforming Situations - Nonconforming Use of Land).

C. The following land uses shall be permitted subject to the development and dimensional requirements of the Development Ordinance, the approved Master Plan, and the specific conditions listed in this ordinance.

1. Agricultural Uses
   a. Agricultural Production (crops)
   b. Agricultural Production (livestock))
   c. Animal Services (livestock)
   d. Fish Hatcheries
   e. Forestry
   f. Horticultural Specialties
   g. Veterinary Services (livestock)

2. Accessory Uses and Structures *(See Section 9-4-13 of Development Ordinance for additional requirements for accessory structures)*
   a. Accessory Uses and Structures (customary)
   b. Bulky Item Outdoor Display *(Phase I only)*
   c. Communication Towers (exceeding height limits of zoning district)
   d. Communication Towers (not exceeding height limits of zoning district)
   e. Livestock (as accessory to residential uses)
   f. Satellite Dishes/TV and Radio Antennae (Accessory)
   g. Swimming Pools

3. Recreational Uses
   a. Athletic Fields *(Phase I only)*
   b. Clubs or Lodges *(Phase I only)*
   c. Physical Fitness Centers (*(Phase I only)*
   d. Public Parks *(Phase I only)*
   e. Public Recreation Facilities *(Phase I only)*
   f. Sports & Recreation Clubs, Indoor *(Phase I only)*
   g. Swim and Tennis Clubs *(Phase I only)*

4. Educational & Institutional Uses
   i. Ambulance Services *(Phase I only)*
   ii. Auditoriums, Coliseums, or Stadiums (capacity < 100) *(Phase I only)*
   iii. Auditoriums, Coliseums, or Stadiums (capacity > 100) *(Phase I only)*
   iv. Day Care Centers, Adult (29 or less) *(Phase I only)*
   v. Day Care Centers, Adult (30 or more) *(Phase I only)*
   vi. Day Care Centers, Child (29 or less) *(Phase I only)*
   vii. Day Care Centers, Child (30 or more) *(Phase I only)*
   viii. Fire Stations *(Phase I only)*
   ix. Government Offices *(Phase I only)*
   x. Libraries *(Phase I only)*
   xi. Museums or Art Galleries *(Phase I only)*
   xii. Police Stations, Neighborhood *(Phase I only)*
   xiii. Post Offices *(Phase I only)*

5. Business, Professional & Personal Services
   a. Accounting, Auditing, or Bookkeeping *(Phase I only)*
   b. Administrative or Management Services *(Phase I only)*
   c. Advertising Agencies or Representatives *(Phase I only)*
   d. Advertising Services, Outdoor *(Phase I only)*
   e. Automobile Rental or Leasing *(Phase I only)*
   f. Automobile Repair Services, Minor *(Phase I only)*
   g. Automobile Parking (commercial) *(Phase I only)*
   h. Banks, Savings & Loans, or Credit Unions *(Phase I only)*
   i. Barber Shops *(Phase I only)*
   j. Beauty Shops *(Phase I only)*
   k. Building Maintenance Services *(Phase I only)*
   l. Business Incubators *(Phase I only)*
   m. Computer Maintenance and Repairs *(Phase I only)*

n. Computer Rental and Leasing *(Phase I only)*
o. Computer Services *(Phase I only)*
p. Economic, Socio., or Educational Research *(Phase I only)*
q. Employment Agencies, Personnel Agencies *(Phase I only)*
r. Engineering, Architect, or Survey Services *(Phase I only)*
s. Equipment Rental & Leasing (no outside storage) ((*Phase I only)*
t. Equipment Repairs, Light *(Phase I only)*
u. Finance or Loan Offices *(Phase I only)*
v. Funeral Homes or Crematoriums *(Phase I only)*
w. Furniture Repair Shops *(Phase I only)*
x. Hotels or Motels *(Phase I only)*
y. Insurance Agencies (no on-site claims inspections) *(Phase I only)*
z. Insurance Agencies (carriers/on-site claims) *(Phase I only)*
aa. Landscape and Horticultural Services *(Phase I only)*
bb. Laundry or Dry Cleaning Plants ((*Phase I only)*
cc. Laundry or Dry Cleaning Substations *(Phase I only)*
dd. Law Offices *(Phase I only)*
ee. Medical, Dental or Related Offices *(Phase I only)*
ff. Medical or Dental Laboratories *(Phase I only)*
gg. Medical Equipment Rental and Leasing *(Phase I only)*
hh. Motion Picture Productions *(Phase I only)*
ii. Noncommercial Research Organizations *(Phase I only)*
jj. Office Uses Not Otherwise Classified *(Phase I only)*
kk. Pest or Termite Control Services *(Phase I only)*
ll. Photocopying and Duplicating Services *(Phase I only)*
mm. Photofinishing Laboratories *(Phase I only)*
nn. Photography, Commercial *(Phase I only)*
oo. Photography Studios *(Phase I only)*
pp. Real Estate Offices *(Phase I only)*
qq. Refrigerator or Large Appliance Repairs *(Phase I only)*
rr. Rehabilitation or Counseling Services *(Phase I only)*
ss. Research, Development or Testing Services *(Phase I only)*
tt. Shoe Repair or Shoeshine Shops *(Phase I only)*
uu. Stock, Security or Commodity Brokers *(Phase I only)*
vv. Tanning Salons *(Phase I only)*
ww. Television, Radio, or Electronic Repairs *(Phase I only)*
xx. Travel Agencies *(Phase I only)*
yy. Truck & Utility Trailer Rental and Leasing, Light (Phase II only)
zz. Truck & Utility Trailer Rental and Leasing, Heavy (Phase II only)
aaa. Veterinary Service (Other) *(Phase I only)*
bbb. Vocational, Business or Secretarial Schools *(Phase I only)*
ccc. Watch or Jewelry Repair Shops *(Phase I only)*
ddd. Wireless Communication Business *(Phase I only)*

6. Retail Trade Uses
   a. Bars *(Phase I only)*
   b. Bars (capacity > 100 persons) *(Phase I only)*
   c. Caterers *(Phase I only)*
   d. Computer Sales *(Phase I only)*
   e. Garden Centers or Retail Nurseries *(Phase I only)*
   f. Newsstands *(Phase I only)*
   g. Office Machine Sales *(Phase I only)*
   h. Restaurants (no drive-thru) & Banquet Hall *(Phase I only)*
   i. Restaurants (serving mixed alcoholic beverage) *(Phase I only)*

7. Wholesale Trade Uses
   a. Agricultural Products, Other
   b. Apparel, Piece Goods and Notions *(Phase I only)*
   c. Beer/Wine/Distilled Alcoholic Beverages *(Phase I only)*
   d. Books, Periodicals and Newspapers *(Phase I only)*
   e. Drugs and Sundries *(Phase I only)*
   f. Durable Goods, Other *(Phase I only)*
   g. Electrical Goods *(Phase I only)*
   h. Farm Supplies, Other
   i. Flowers, Nursery Stock & Florists Supplies
   j. Forest Products *(Phase I only)*
   k. Furniture and Home Furnishings *(Phase I only)*
   l. Groceries and Related Products *(Phase I only)*
   m. Hardware *(Phase I only)*
   n. Jewelry, Watches, Precious Stones & Metals *(Phase I only)*
   o. Lumber and Millwork *(Phase I only)*
   p. Lumber and Other Construction Materials *(Phase I only)*
   q. Machinery, Equipment, and Supplies *(Phase I only)*
   r. Metals *(Phase I only)*
   s. Motor Vehicle Parts and Supplies *(Phase I only)*
   t. Motor Vehicle Tires and Tubes *(Phase I only)*
   u. Nondurable Goods *(Phase I only)*
   v. Paints and Varnishes *(Phase I only)*
   w. Paper and Paper Products *(Phase I only)*
   x. Plastics Materials *(Phase I only)*
   y. Plumbing and Heating Equipment *(Phase I only)*
   z. Professional & Comm. Equipment & Supplies *(Phase I only)*
   aa. Sporting & Recreational Goods & Supplies *(Phase I only)*
   bb. Tobacco and Tobacco Products *(Phase I only)*
   cc. Toys and Hobby Goods and Supplies *(Phase I only)*
   dd. Wallpaper and Paint Brushes *(Phase I only)*

8. Transportation, Warehousing and Utilities Uses
   a. Bulk Mail and Packaging *(Phase I only)*
   b. Bus Terminals *(Phase I only)*
   c. Communication or Broadcasting Facilities *(Phase I only)*
   d. Communication Towers (exceeding height limits of zoning district)
   e. Communication Towers (not exceeding height limits of zoning district)
   f. Courier Services, Central Facility *(Phase I only)*
   g. Courier Service Substations *(Phase I only)*
   h. Demolition Debris Landfills, Minor *(Phase I only)*
   i. Heliports *(Phase I only)*
   j. Moving and Storage Services *(Phase I only)*
   k. Utility Company Offices *(Phase I only)*
   l. Utility Lines and Related Appurtenances
      - Distribution Poles, Transmission Poles & Towers
      - Other
   m. Utility Service Facilities
   n. Warehouses (general storage/enclosed) and Distribution Centers*(Phase I only)*

9. Manufacturing and Industrial Uses
   a. Apparel and Finished Fabric Products *(Phase I only)*
   b. Arms and Weapons *(Phase I only)*
   c. Audio, Video and Communications Equipment *(Phase I only)*
   d. Bakery Products *(Phase I only)*
   e. Beverage Products (nonalcoholic) *(Phase I only)*
   f. Bicycle Assembly *(Phase I only)*
   g. Bicycle Parts and Accessories *(Phase I only)*
   h. Brooms and Brushes *(Phase I only)*
   i. Burial Caskets *(Phase I only)*
   j. Coffee *(Phase I only)*
   k. Computer and Office Equipment *(Phase I only)*
   l. Contractors (no outside storage) *(Phase I only)*
   m. Costume Jewelry and Notions *(Phase I only)*
   n. Dairy Products *(Phase I only)*
   o. Drugs *(Phase I only)*
   p. Electrical Industrial Apparatus, Assembly *(Phase I only)*
   q. Electrical Industrial Apparatus, Manufac. *(Phase I only)*
   r. Electrical Components *(Phase I only)*
   s. Electrical Equipment *(Phase I only)*
   t. Fabricated Valve and Wire Products *(Phase I only)*
   u. Fats and Oils, Plant (*(Phase I only)*
   v. Food and Related Products, Miscellaneous *(Phase I only)*
   w. Furniture Framing *(Phase I only)*
   x. Furniture and Fixtures Assembly *(Phase I only)*
   y. Furniture and Fixtures *(Phase I only)*
   z. Glass Products from Purchased Glass *(Phase I only)*
   aa. Grain Mill Products *(Phase I only)*
   bb. Heating Equipment and Plumbing Fixtures *(Phase I only)*
   cc. Household Appliances *(Phase I only)*

dd. Ice *(Phase I only)*
ee. Industrial and Commercial Machinery *(Phase I only)*
ff. Jewelry and Silverware (no plating) *(Phase I only)*
gg. Leather and Leather Products (no tanning) *(Phase I only)*
hh. Lighting and Wiring Equipment *(Phase I only)*
ii. Manufactured Housing and Wood Buildings *(Phase I only)*
jj. Measurement, Analysis & Control Instruments*(Phase I only)*
kk. Medical, Dental and Surgical Equipment *(Phase I only)*
ll. Metal Fasteners (screws, bolts, etc.) *(Phase I only)*
mm. Metal Processing *(Phase I only)*
nn. Millwork, Plywood and Veneer *(Phase I only)*
oo. Musical Instruments *(Phase I only)*
pp. Paperboard Containers and Boxes *(Phase I only)*
qq. Pens and Art Supplies *(Phase I only)*
rr. Pharmaceutical Preparations *(Phase I only)*
ss. Photographic Equipment *(Phase I only)*
tt. Photographic Supplies *(Phase I only)*
uu. Pottery and Related Products *(Phase I only)*
vv. Preserved Fruits & Vegetables (no can mfg.) *(Phase I only)*
ww. Printing and Publishing *(Phase I only)*
xx. Rubber and Plastics, Miscellaneous *(Phase I only)*
yy. Signs *(Phase I only)*
zz. Soaps and Cosmetics *(Phase I only)*
aaa. Sporting Goods and Toys *(Phase I only)*
bbb. Sugar and Confectionery Products *(Phase I only)*
ccc. Textile Products (no dyeing & finishing) *(Phase I only)*
ddd. Textile Products (with dyeing & finishing*(Phase I only)*
eee. Wood Containers *(Phase I only)*

10. <u>Other Uses</u>
    a. Automotive Parking (subj. to Sec. 9-5-6)
    b. High Mast Outdoor Lighting > 50' in ht.
    c. Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
    d. Storage Containers, Portable (accessory use)
    e. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
        - Arts and Crafts Shows
        - Carnivals and Fairs
        - Christmas Tree Sales
        - Concerts, Stage Shows
        - Conventions, Trade Shows
        - Outdoor Religious Events
        - Turkey Shoots

Part II. CONDITIONS:

A. Development and Dimensional Requirements:

1) Building Standards

a. Facades: The façade(s) of principal buildings, or any addition or alteration to a principal building, shall comply with the following standards:

i. Front Façade: Facades fronting or facing a street, or meeting the definition of a front facade, shall incorporate some combination of arcades, arches, blind arches, awnings, columns, medallions, windows, false windows, cornice or decorative roofline trim, decorative entry areas or other architectural features so as to create visual interest and facade relief. Such features shall be incorporated in the total linear distance of the facade, and these features shall be interspersed throughout the length of the facade so as to best achieve a facade design that has visual interest and a high quality of appearance. Decorative painting of the facade or foundation landscaping may be incorporated into facade design to meet this requirement but shall not be deemed sufficient when used alone to fulfill the entirety of this requirement. Facades shall be constructed of material as provided in section (b) below (Building Materials). Buildings located on a comer lot that face two or more streets shall construct all facades that face those streets to the above standards.

ii. Interior side walls: The first 20 percent, up to a total of 60 feet, of any interior side wall (wall not facing a street) shall have the same facade treatment (including architectural features) and building material as the front facade,

iii. Windows: Windows that are flush to the facade may be used but shall not be counted toward the requirements of this section unless accompanied by further architectural embellishments that enhance the facade appearance, including, but not limited to, facades with recessed windows and visually prominent sills, lintels or other such forms of framing and trim.

b. Building Materials.

i. The front facade shall not consist of or have the appearance of metal siding, plain concrete block, or vinyl siding. Materials such as brick, stone, textured concrete block or materials of a similar nature shall be used in front facades,

ii. The use of high intensity colors, metallic colors, black or fluorescent colors on any facade is prohibited. All facade colors shall be of low reflectance, subtle, neutral, or earth tone colors. Building trim and accent areas may feature brighter colors or black; however, neon tubing shall not be an acceptable feature for building trim or accent elements. Roof colors shall be low reflectance and non-metallic. This provision includes all building facades, both treated and untreated.

c. Loading docks.

i. Loading docks shall not be located on the front facade, or comer side facade of a building, except as provided below.

ii. Loading docks located on the side facade of any building shall be located to the rear of the front wall of the building a length equal to 20 percent of the length of the side wall, although this length shall not be required to exceed 60 feet; except as provided in section c. 5 below.

iii. A loading dock may be located on a corner side facade of a building provided that the facade does not front a major or minor thoroughfare. Such a loading dock shall be located on the facade that fronts the street of lower classification where applicable. The portion of such a comer facade that is occupied by loading docks shall not be required to provide architectural features as required in section a.l (Facade Treatment), although shall meet the building material standards of section b (Building Materials)..

iv. All loading docks shall be screened from view from any street at a height of six (6) feet above ground level, as seen from the centerline of any adjacent street. Existing or newly planted vegetation, opaque or solid fencing, masonry walls, earthen berms or mounds, other structures or any combination thereof may be used to achieve an effective screen. Plantings used as screening material shall be of such variety and size as to obscure at least 50 percent of the desired view at the time of planting, as determined by the Enforcement Officer. The design and content of required screening shall be included with required landscaping plans for review and approval by the Enforcement Officer.

v. A loading dock may be located within the front 20 percent of a sidewall only if a wing-wall or other architectural or building feature is provided that filters the views of the loading dock. Such a wall or other building feature shall provide visual interest and maintain the visual quality and character of the front façade. While such a wall or other building feature shall not be required to entirely screen the applicable loading dock, it shall screen at least 50 percent of the view of the loading dock as seen from the street, as well as provide architectural elements that attempt to draw the viewers attention to the wall or other building feature instead of the visible portions of the loading dock.

2) Site Layout

a. Greenway/Pedestrian Circulation Plan

i. A Pedestrian Circulation Plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.

ii. Sidewalks and marked pedestrian crossings in parking areas shall be provided so as to connect all principal buildings except as approved for

modification by the Technical Review Committee. Any such crossing in a parking area shall be exclusive of a parking space. Sidewalks should also link greenway trails, pedestrian amenities and any potential future transit locations.

iii. It is the intent of this conditional zoning ordinance that open space shall be provided to the extent feasible and reasonable. Each site plan shall depict how open space has been preserved, where feasible. The open space shall be connected where possible, with greenways, greenway trails or other paths. At a minimum, greenways as shown on the 2012 version of the High Point Greenway Plan shall be dedicated.

b. Screening of equipment (ground or roof mounted) and outdoor storage or use:
   i. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, and loading or service areas not addressed in section c. (Loading Docks), mechanical or electrical equipment, or other unsightly building appurtenances. Dumpsters shall be screened in accordance with section 9-5-1(d) (Screening) of the Development Ordinance.

c. Outdoor storage (i) shall not cover an area greater than 25% of ground floor of principal building(s); (ii) shall be located between the building and rear property line; and (iii) shall be fully screened from ground level view from adjacent properties and public and private streets.

d. Outside manufacturing, processing, or assembly shall not be permitted.

e. Building Coverage: Complying with any of the following criteria shall result in an increase in 5% of maximum building coverage per tract for each criterion met.
   i. The property owner supplies additional plantings by providing canopy and understory trees at double the rate listed in Development Ordinance (Table 5-11-2 Planting Yard Rate Chart) in all required planting yards. While any existing trees that are retained in the planting yards may still reduce the number of trees provided by the developer to meet the initial planting rate, the secondary or additional tree count shall be calculated regardless of existing trees retained in such yards. The species of these trees shall be selected from the preferred species list as provided in the Appendix of the Development Ordinance (Recommended Plant Materials List) or as approved by the Planning and Development Department. Any of the trees provided under this provision that cannot be planted in the peripheral or street yards due to space restrictions may be planted elsewhere on the site. Upon approval from the City of High Point such trees may be donated to the city if it is determined that

planting them on the property will not further improve the landscaping of the site.

ii. Parking is not located between the front building line of a principal building and the street.

iii. The building design of the principal building qualifies for Leadership in Energy & Environmental Design (LEED) certification as administered by the U.S. Green Building Council.

iv. At least 50 percent of the provided parking within a parking structure is located under the principal building or similar structure, or underground.

f. Dimensional Standards – Phase I

i. Lots standards

Minimum lot size	30,000 sq. ft
Minimum Lot width	150 feet
Minimum street frontage	100 feet

ii. Setbacks:

Sandy Ridge Road	50 feet from property line or 95 feet from the centerline of the right of way, whichever is greater.
All other streets	15 feet
Adjacent to Non-Residential Zoning	20 feet (may be reduced to 10 ft. subject to meeting setback reduction condition)
Adjacent to Residential Zoning	50 feet
Setback Reduction: The minimum interior setback adjacent to non-residential zoning may be reduced to 10 feet, provided that either one of the interior side lot lines or the street yard is planted as at least a C yard.	
Maximum building coverage	50% (may be increased to subject to meeting building coverage condition)

g. Dimensional Standards – Phase II

Permitted Agricultural (AG) Districts land uses, and their customary accessory uses, shall be subject to development and dimensional requirements of the AG District and requirements of the Development Ordinance.

B. Landscaping, Buffers, ~~and~~ Screening **and Lighting**.

1). Planting Yard Width and Rate:

Landscaping (along Sandy Ridge Road frontage of the zoning site)

a. Foundation plantings shall be included in landscape designs along building facades facing Sandy Ridge Road.

b. Developments along the Sandy Ridge Road frontage of the zoning site shall install, at minimum, a Type C planting yard.

2). **Prior to the development of the portion of Phase 1 that lies north of Sandy Ridge Road, west of Joe Drive, and that adjoins the Maple Creek subdivision, and beside Guilford County Tax Parcels 17-95-7080-0-1127-00-013 and 17-95-7080-0-1127-0036, 17-95-7080-0-1127-00-008 and 17-95-7080-0-1127-00-042 and 17-95-7080-0-1127-00-005, and 17-95-7080-0-1127-00-004 and 17-95-7080-0-1127-00-034, the developer shall plant a solid row of evergreens within the required Type A fifty (50) foot planting yard. The evergreens shall be of a type that, at maturity, shall be expected to grow at least twenty-five (25) feet in height. Where the buffer and offered plantings encroach upon a protected stream buffers, existing vegetation which is required by law to be protected shall remain (See Exhibit B).**

3). **Parking lot or other external lighting within the portion of Phase 1 that lies adjacent to these properties shall be of a "cut-off" style that is designed not to allow lighting to stray onto adjoining residential properties. This condition shall not apply when parcel(s) listed are no longer zoned or used for residential proposes.**

C. Transportation Conditions.

1. General

   These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

2. Access
   a. Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
   b. Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
   c. No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

3. Right-of-way

   The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

4. Roadway and Intersection Improvements
   a. Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.
   b. Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.

c. Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
d. Sandy Ridge Road @ Site Access Point: The Developer shall install a southbound right turn lane at this intersection, and a northbound left turn lane with a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
e. All roadway and intersection improvements (excluding traffic signals) must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

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

DESCRIPTION OF PROPERTY: Approximately 510 acres, consisting of multiple parcels, lying south of I-40; west of Sandy Ridge Road; east of Bunker Hill Road and north of Bame Road. The property is also known as Guilford County Tax Parcels.

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

MASTER PLAN

Date	Scale	Sheet No.	File No.
1-24-13	1" = 300'	1 OF 1	1

NO.	DATE	REVISION	BY

PREPARED FOR:

350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.
Engineers Surveyors Planners
North Main Street Phone 336.854.8025
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Kernersville, NC 27284
NC LICENSE #C-0168

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GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.

Interstate 40
Johnson Street-Sandy Ridge Road
Piedmont Triad Farmers Market
Tyner Road
National Service Road
Dairy Point Drive
Gallimore Dairy Road
Clinard Farms Road
Rose Haven Road
Sandy Ridge Road
Joe Drive
Endicott Road
Lakedale Road
Norcross Road
Blackstone Drive
Adkins Road
Staples Road
Olin Drive
Quail Meadow Lane
S Bunker Hill Road
Boylston Road
West Fork Deep River
PROP. WATERLINE
POSSIBLE FUTURE CONNECTION TO SANDY RIDGE ROAD
POSSIBLE FUTURE CONNECTION TO CLINARD FARM ROAD
PHASE 1
PHASE 2
100-YR FLOOD
ZONED: AG
ZONED: RS-40
ZONED: LI
ZONED: PI

ZONING REQUEST OWNERS:

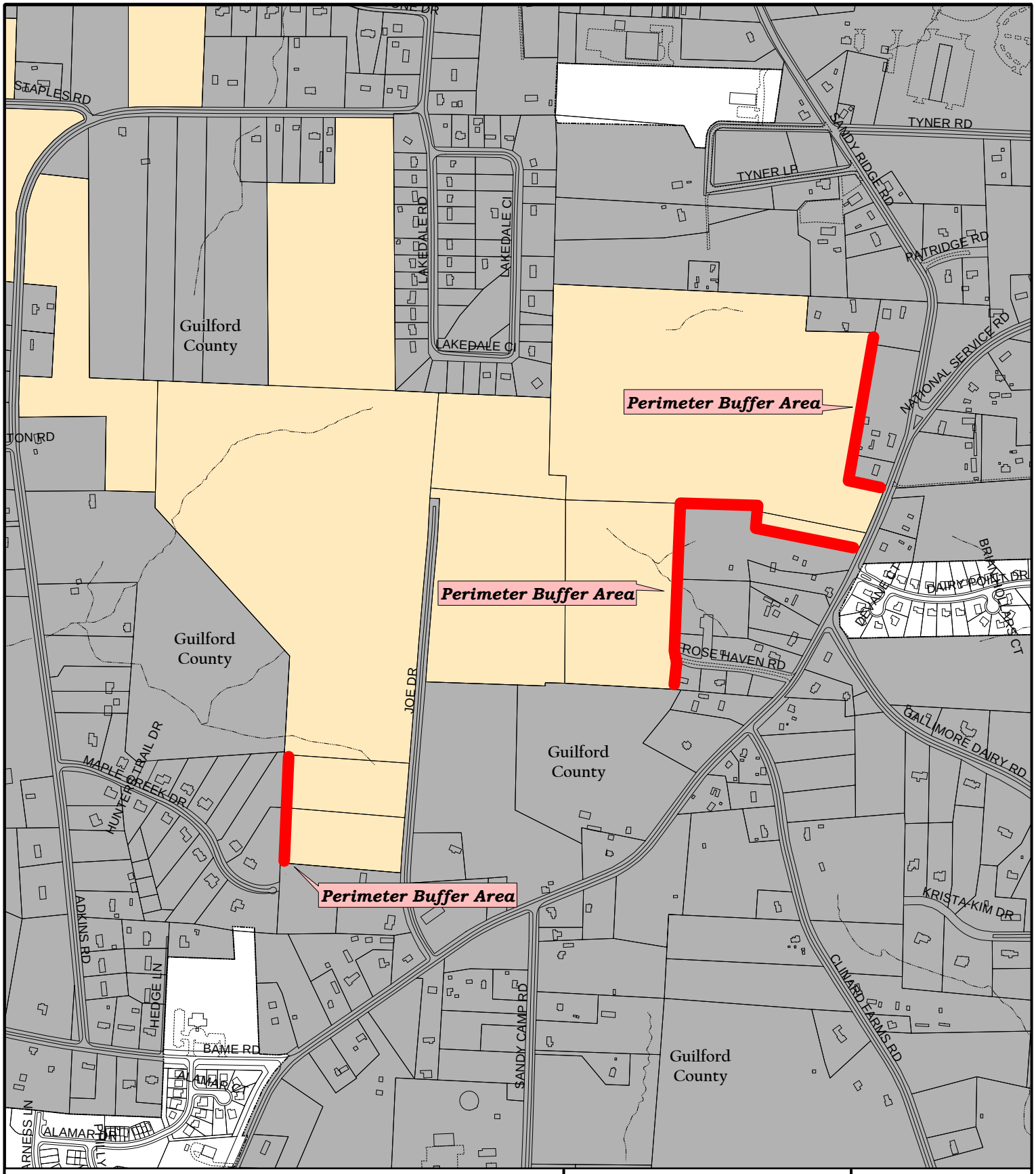
A	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC	K	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC
B	BLAND PROPERTY INVESTMENTS PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC	O	350 SOUTH LAND HOLDING, LLC PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC
C	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC	P	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC
D	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC	Q	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC
E	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC	R	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC
F	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC	S	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC
G	350 SOUTH LAND HOLDING, LLC PARCEL #0780 6750 ENDICOTT ROAD 0.54 AC	T	HENDRICOCK, JAMES B. AND ELIZABETH A. PARCEL #0780 6744 ENDICOTT ROAD 0.54 AC
H	BLAND PROPERTY INVESTMENTS PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC	U	350 SOUTH LAND HOLDING, LLC PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC
I	350 SOUTH LAND HOLDING, LLC PARCEL #0781 6429 NORCROSS ROAD 2.75 AC	V	HENDRICOCK, MICHAEL R. AND GARETH M. PARCEL #0781 6429 NORCROSS ROAD 2.75 AC
J	350 SOUTH LAND HOLDING, LLC PARCEL #0782 6740 ENDICOTT ROAD 0.71 AC	W	HENDRICOCK, JAMES B. PARCEL #0782 6744 ENDICOTT ROAD 0.71 AC
K	350 SOUTH LAND HOLDING, LLC PARCEL #0783 6750 ENDICOTT ROAD 0.54 AC	X	350 SOUTH LAND HOLDING, LLC 849 BRIDGE RIVER 0.54 AC
L	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC	Y	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC
M	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC	Z	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC
TOTAL REZONED AREA = 145± ACRES			

ADJACENT PROPERTY OWNERS:

1	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	2	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
2	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	3	GRAY, PHILIP HOWARD AND PEGGY ANN W. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
3	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	4	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
4	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	5	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441
5	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	6	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
6	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599
7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599	8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	11	RAMSEY, CHARLES E. AND PATRICIA G. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1456
11	RAMSEY, CHARLES E. AND PATRICIA G. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1456	12	BAME, MAR, ALLEN P-86-7004-2 REID: 0000 D.B. 6606, PG. 1475
12	MASTERS, RICHARD A. AND CAROL J. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1475	13	GRAY, JESSE J. AND PHYLLIS L. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
13	RAINEY, LARRY A. AND PATSY A. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	14	GRAY, BRUCE D. AND CONNIE R. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
14	WESTMORELAND, CONNIE F. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	15	BROOKS, JAMES E. AND MARY E. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
15	WESTMORELAND, CONNIE F. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	16	WADE, JASON W. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
16	TARPLEY, BRYAN PHIL AND MARCIE P-86-7004-2 REID: 0000 D.B. 6607, PG. 1604	17	HATTEN, LLOYD W. AND CAROL S. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
17	TARPLEY, BRYAN PHIL AND MARCIE P-86-7004-2 REID: 0000 D.B. 6607, PG. 1604	18	HYDE, CHARLES E. AND ANNE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0024
18	KING, TIMOTHY LEE AND ALEXANDER P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	19	HYDE, CHARLES E. AND ANNE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0024
19	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	20	CRUMP, JERRY W. AND SHELBY L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
20	GATEWOOD, JESSE L. AND LISA P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	21	WESTMORELAND, DENNIS P. P-86-7004-2 REID: 0000 D.B. 3654, PG. 0843
21	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	22	HEPLER, GARY C. AND HELEN M. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
22	HANCH, BRYAN T. AND BONNIE L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	23	LONG, JOHN D. AND DORIS W. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
23	WILLIAMS, JOE LEMOND JR. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	24	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
24	BARHAM, ADRIAN WILL AND WENDY N. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842	25	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
25	SHEEP, ROBERT AND ALBERT T. P-86-7004-2 REID: 0000 D.B. 3522, PG. 0045	26	PRICE, BOYD BURNS AND NANCY B. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
26	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	27	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
28	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	29	PEGRAM, JO ANNE P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
30	ROBBINS, ROBERT A. AND PAMELA W. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2430	31	KONKTEMPO, LLC AND MARIE ANN P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
32	JONES, FRANK R. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	33	MONTE, DONALD L. AND LYNN C. P-86-7004-2 REID: 0000 D.B. 6606, PG. 846
34	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	35	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
36	GRAY, BRUCE D. AND CONNIE R. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	37	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
38	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	39	HENDRICOCK, JAMES B. AND ELIZABETH P-86-7004-2 REID: 0000 D.B. 6606, PG. 2220
40	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	41	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
42	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	43	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
44	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	45	PEGRAM, JO ANNE P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
46	ROBBINS, ROBERT A. AND PAMELA W. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2430	47	KONKTEMPO, LLC AND MARIE ANN P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
48	JONES, FRANK R. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	49	MONTE, DONALD L. AND LYNN C. P-86-7004-2 REID: 0000 D.B. 6606, PG. 846
50	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	51	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
52	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	53	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
54	HENDRICOCK, JAMES B. AND ELIZABETH P-86-7004-2 REID: 0000 D.B. 6606, PG. 2220	55	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
56	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	57	CLINCH, JOHN A. AND JANE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0227
58	BYRD, LEONARD A. JR. AND ANITA S. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2227	59	UNDERWOOD, DENNIS E. AND ESTHER L. P-86-7004-2 REID: 0000 D.B. 3654, PG. 0843
60	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	61	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
62	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	63	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
64	MCLAUCHLAN, H. CHARLES JR. AND SUSAN L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	65	NICKLER, DORIS W. P-86-7004-2 REID: 0000 D.B. 2004, PG. 0348
66	SMITH, LOUISE P-86-7004-2 REID: 0000 D.B. 6577, PG. 0661	67	SMITH, LOUISE C. AND JOSEPH P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
68	LANCE, CLARENCE B. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	69	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
70	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 PB 90, PG 12	71	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
72	MOODY, ROY, THOMAS AND MICHELLE R. P-86-7004-2 REID: 0000 D.B. 4671, PG. 0822	73	SHIELDS, MARC P-86-7004-2 REID: 0000 D.B. 3907, PG. 0042
74	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	75	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
76	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	77	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
78	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	79	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
80	PRAYER, JOEL W. JR. PRAYER, JOANN P. EST. JOAN W. PRAYER P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	81	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 PB 94, PG. 44
82	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	83	PRAYER, TERRY W. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
84	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	85	BROOME, ERNEST L. AND SUE W. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
86	RICKS, CHARLES D. AND DEBRA R. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	87	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
88	HEDGECOCK, JOHN H. AND LORI I. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	89	WELLS, KATHLEEN W. WELLS, PATSY LEE W. PERRY P-86-7004-2 REID: 0000 D.B. 6004, PG. 0043
90	ROBERSON, DAVID L. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	91	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
92	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	93	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
94	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	95	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
96	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	97	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
98	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	99	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184
100	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	101	FARMER, MARK A. AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
102	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	103	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
104	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	105	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
106	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	107	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062
108	WEST, VIRGIL S. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	109	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304
110	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304	111	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
112	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	113	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
114	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	115	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
116	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	117	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
118	IDOL, TONY O. DCA, KATHERINE F. IDOL, RICKY S. P-86-7004-2 REID: 0000 D.B. 4074, PG. 0172	119	RINK, C. W., III, RINK, JOHN L., RINK, ELIZABETH CORD L. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
120	JOHNSON, JERRY J. AND GERALDINE P-86-7004-2 REID: 0000 D.B. 2266, PG. 0207	121	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
122	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773	123	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773
124	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184	125	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
126	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	127	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
128	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	129	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
130	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	131	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062

KEY

- OWNED/MODIFY CONTRACT
- EXISTING ACCESS POINT
- PROPOSED ACCESS POINT



ZONING CASE 12-11

Exhibit B

50' Landscaping Buffer Yard and Lighting Buffer

Planning & Development Department

City of High Point

Date: May 2, 2013

N

Scale: 1"=800'

y:/ba-pz/2013/pz/Az12-11exhB.mxd

Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

April 5, 2013

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-12, 350 South Land Holdings, LLC. Property located along the west side of Sandy Ridge Road

My staff and I have reviewed the rezoning request and offer the following comments, which have been revised from our memorandum of March 19, 2013 after discussions with the Applicant's representatives:

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately seven hundred and twenty seven (727) trips in the AM peak hour, seven hundred and sixty one (761) trips in the PM peak hour and a total of 8,759 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Sandy Ridge Road.

These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

Access

- Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
- Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
- No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

Right-of-way

- The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

Roadway and Intersection Improvements

- Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.
- Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.
- Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
- Sandy Ridge Road @ Site Access Point: The Developer shall install a southbound right turn lane at this intersection, and a northbound left turn lane with a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
- All roadway and intersection improvements (excluding traffic signals) must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

DAVENPORT

Transportation Impact Analysis

350 South Land Holding (Phase 1)
Guilford County, NC

Prepared for 350 South Land Holding, LLC
February 22, 2013

Analysis by: Frank Amenya, P.E., PTOE
Nick Liguori, E.I.

Drafting/Graphics by: Nick Liguori, E.I..

Reviewed by: John Davenport, Jr., P.E.

Sealed by: Frank Amenya, P.E., PTOE

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of, or improper reliance on, this document by others without written authorization and adaptation by DAVENPORT shall be without liability to DAVENPORT and shall be a violation of the agreement between DAVENPORT and the client.

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Serving the Southeast since 2002

350 South Land Holding (Phase 1) – Transportation Impact Analysis
Guilford County, NC
Prepared for 350 South Land Holding, LLC
February 22, 2013

Executive Summary

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1.75 million square feet of warehousing and 450,000 square feet of industrial park. The parcel information area map proposes the main access off Sandy Ridge Road and a secondary access from Joe Drive.

A transportation impact analysis (TIA) for this parcel was originally completed by DAVENPORT in November 2012. Since the submittal of the original TIA, the approximately 80-acre Sampson property has been added to the parcel information area map. Also the site access has changed, with the main access point off Sandy Ridge Road and a secondary access on Joe Drive. This implies that the trip generation and distribution have changed, resulting in the need for a revised TIA.

DAVENPORT was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of the new development traffic. The following intersections were included in the study:

- Sandy Ridge Road at I-40 Westbound Ramps
- Sandy Ridge Road at I-40 Eastbound Ramps
- Sandy Ridge Road at National Service Road
- Sandy Ridge Road at Proposed Site Access
- Sandy Ridge Road at Gallimore Dairy Road
- Sandy Ridge Road at Clinard Farms Road
- Sandy Ridge Road at Joe Drive
- Sandy Ridge Road at Johnson Street

This intersection was analyzed during AM (7-9 am) and PM (4-6 pm) peaks for the following conditions:

- 2018 Future No-build Conditions
- 2018 Future Build Conditions (with improvements as necessary)

The City of High Point (COHP) and North Carolina Department of Transportation (NCDOT) were contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the developer, 350 South Land Holding, LLC.

Level of Service Results

The results of the study are discussed by intersection below:

Sandy Ridge Road at I-40 Westbound Ramps

In 2018 future no build conditions, this signalized intersection is expected to operate at LOS B in the AM peak and LOS C in the PM peak. However, our Sim Traffic simulation shows that the northbound left turn movement and the westbound right turn movement operate with long queues and congestion during the study peaks. This indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS B is expected in the AM peak and LOS D in the PM peak. Additionally, the traffic simulation shows queuing issues at this intersection.

The following improvements are needed in order to mitigate background traffic conditions:

- Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane
- Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper
- Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road
- Upgrade traffic signal accordingly

With these improvements in place, the anticipated queues will be contained within storage bays.

Sandy Ridge Road at I-40 Eastbound Ramps

In 2018 future no build conditions, this signalized intersection is expected to operate at LOS D in existing AM and PM peaks. In 2018 future no build conditions, LOS E is expected in the AM and PM peaks. Traffic simulation also reveals unacceptable queues on the eastbound approach of the I-40 Eastbound Ramp. This condition is mainly due to heavy traffic volumes and indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS E and LOS F are expected in the AM and PM peaks, respectively, with queuing issues on all approaches.

We have identified the following improvements needed in order to mitigate background traffic conditions:

- Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper
- Provide a northbound right turn lane with 150 feet of storage and appropriate taper
- Upgrade traffic signal accordingly

With the addition of this development's traffic, we have identified the following additional improvements:

- Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp
- Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper

With these improvements in place, the intersection will improve to LOS D in the AM peak and LOS C in the PM peak.

Sandy Ridge Road at National Service Road

This unsignalized intersection is expected to operate at LOS D/E in future no build AM/PM peaks, respectively. The LOS E condition is mainly due to lack of sufficient gaps for left turn movements from the minor approach, and is very typical for stop-controlled movements onto heavily trafficked streets like Sandy Ridge Road. With the addition of site traffic, LOS E is expected in the AM peak and LOS F in the PM peaks. In order to accommodate the queuing on National Service Road, we recommend the following improvements:

- Provide a westbound right turn lane on National Service Road with 200 feet of storage and appropriate taper

While this improvement will not eliminate LOS E/F during peak hours, queues will be contained within the recommended storage bays.

Sandy Ridge Road at Proposed Site Access

In 2018 future build-out conditions, this intersection is expected to operate at LOS F during AM and PM peaks. The Sim Traffic simulation also indicates significant queuing issues for vehicles exiting the site. In order to mitigate this condition, we recommend the following improvements:

- Signalize intersection
- Provide northbound left turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper
- Provide southbound right turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper
- Provide eastbound right turn lane exiting site with 300 feet of storage and appropriate taper

These improvements will involve converting Dairy Point Drive to a right in right out access on Sandy Ridge Road. Drivers seeking to make a westbound left turn onto Sandy Ridge Road will be able to turn right and make a u-turn at the proposed traffic signal at the site access. With these improvements in place, the level of service is expected to improve to LOS A in the AM peak and LOS C in the PM peak.

Sandy Ridge Road at Gallimore Dairy Road

In 2018 future no build conditions, this unsignalized intersection operates at LOS D in the AM peak and LOS F in the PM peak. The LOS F condition is mainly due to lack of sufficient gaps for left turn movements from the minor approach, and is the result of heavy traffic volumes on Sandy Ridge Road. With the addition of site traffic, LOS E/F is expected in AM/PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Signalize intersection
- Provide northbound u-turn lane on Sandy Ridge Road with 150 feet of storage and appropriate taper

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. With these improvements in place, the level of service is expected to improve to LOS C in AM and PM peaks.

Sandy Ridge Road at Clinard Farms Road

In 2018 future no build conditions, this unsignalized intersection operates at LOS D/F in AM/PM peaks. With the addition of site traffic, LOS F is expected in AM and PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper
- Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. These improvements are expected to improve the level of service to LOS D in the AM peak and LOS B in the PM peak. Drivers seeking to make a westbound left turn onto Sandy Ridge Road will be able to turn right and make a u-turn at the proposed traffic signal at Gallimore Dairy Road.

Sandy Ridge Road at Joe Drive

In 2018 future no build conditions, this unsignalized intersection operates at LOS C in AM and PM peaks. With the addition of proposed site traffic, LOS C is expected in the AM peak and LOS E in the PM peak. In order to accommodate traffic entering the site, the following improvements are recommended:

- Provide southbound right turn lane on Sandy Ridge Road with 100 feet of storage and appropriate taper
- Provide northbound left turn lane on Sandy Ridge Road with 100 of storage and appropriate taper

Sandy Ridge Road at Johnson Street

This unsignalized intersection operates at LOS F and LOS C in 2018 future no build AM and PM peaks, respectively. This LOS F condition is due to lack of sufficient gaps for left turning vehicles from the stop-controlled approach, and is the result of heavy traffic volumes on Sandy Ridge Road. This indicates that improvements are needed at this intersection, regardless of the proposed development. With the addition of site traffic, LOS F is expected in AM and PM peaks. We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

DAVENPORT

Level of Service Summary

Table A presents the summary of the level of service analysis.

Table A - Level of Service Summary			
AM peak	2018 Future No Build	2018 Future Build	2018 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	B (15.7)	B (16.6)	
Sandy Ridge Road at I-40 Eastbound Ramps	E (63.4)	F (88.1)	D (43.2)
Sandy Ridge Road at National Service Road	D (28.1) WB Approach	E (43.9) WB Approach	
Sandy Ridge Road at Site Access		F (515.3) EB Approach	A (8.1) Signalized
Sandy Ridge Road at Gallimore Dairy Road	C (24.0) WB Approach	E (49.6) WB Approach	B (19.0) Signalized
Sandy Ridge Road at Clinard Farms Road	D (25.8) WB Approach	F (50.3) WB Approach	D (33.5) WB Right with Left-over
Sandy Ridge Road at Joe Drive	B (14.9) EB Approach	C (19.7) EB Approach	
Sandy Ridge Road at Johnson Street	F (125.4) EB Approach	F (438.4) EB Approach	
PM Peak	2018 Future No Build	2018 Future Build	2018 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	C (27.0)	D (50.8)	
Sandy Ridge Road at I-40 Eastbound Ramps	E (72.3)	F (137.2)	C (20.8)
Sandy Ridge Road at National Service Road	E (43.0) WB Approach	F (136.0) WB Approach	
Sandy Ridge Road at Site Access		F (***) EB Approach	C (31.8) Signalized
Sandy Ridge Road at Gallimore Dairy Road	F (193.8) WB Approach	F (754.4) WB Approach	C (25.2) Signalized
Sandy Ridge Road at Clinard Farms Road	F (57.6) WB Approach	F (218.3) WB Approach	B (13.3) WB Right with Left-over
Sandy Ridge Road at Joe Drive	C (22.5) EB Approach	E (40.1) EB Approach	E (39.1) EB Approach
Sandy Ridge Road at Johnson Street	C (23.5) EB Approach	E (40.1) EB Approach	
LOS (delay in seconds) Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay			

Summary and Conclusion

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1.75 million square feet of warehousing and 450,000 square feet of industrial park. The parcel information area map proposes the main access off Sandy Ridge Road and a secondary access from Joe Drive. Based on the ITE Trip Generation Manual, this site has a trip generation potential of 8,759 daily trips.

DAVENPORT was retained to determine the potential traffic impacts of the proposed 350 South Landing development and the transportation improvements that may be required to accommodate these impacts. The recommended improvements are summarized in Figure 9 and in Table 7.0 on the following page.

We have identified background improvements at the interchange of I-40 and Sandy Ridge Road, which are needed to mitigate background traffic conditions, regardless of the proposed development. These include restriping the northbound approach of Sandy Ridge Road at the I-40 Westbound Ramps to provide two (2) left turn lanes and widening the on-ramp to accommodate dual left turn lanes. At the intersection of Sandy Ridge Road and I-40 Eastbound Ramps, we recommend restriping the eastbound right turn lane as a combined left/through/right lane and restriping the southbound left turn lane for 400 feet of storage. In addition, we have recommended an eastbound right turn lane on the I-40 Eastbound off-ramp with 350 feet of storage and a northbound left turn lane with 150 feet of storage on Sandy Ridge Road.

We recommend providing a westbound right turn lane with 200 feet of storage on National Service Road at the intersection with Sandy Ridge Road in order to accommodate queues in the PM peak. Installation of a traffic signal is recommended at the intersection of the proposed site access and Sandy Ridge Road with auxiliary turn lanes. These improvements will involve converting Dairy Point Drive to right in right out access on Sandy Ridge Road. Drivers seeking to make left turn to or from Dairy Point Road will be able to make a u-turn at the adjacent traffic signals in order to reach their destination.

At the intersections of Sandy Ridge Road at Gallimore Dairy Road and Clinard Farms Road, we have recommended installing a traffic signal at Gallimore Dairy Road and reconfiguring Clinard Farm Road to left-over access (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road. We also recommend constructing a northbound u-turn lane on Sandy Ridge Road at Gallimore Dairy Road and a southbound left turn lane at Clinard Farms Road. Drivers seeking to turn left from Clinard Farms Road onto Sandy Ridge Road will be able to turn right and make a u-turn at the traffic signal at Gallimore Dairy Road. These improvements will improve traffic mobility at the two intersections. Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road at these intersections.

At the intersection of Sandy Ridge Road and Joe Drive, we recommend providing auxiliary left and right turn lanes. Finally, the intersection of Sandy Ridge Road and Johnson Street should be monitored for signalization when warranted.

In conclusion, this study has determined the potential traffic impacts of this development and identified transportation improvements that will be required to accommodate the impacts of both background traffic and new development traffic. The above recommendations should be constructed to comply with NCDOT Policy on Street and Driveway Access to North Carolina Highways and City of High Point Driveway Manual where applicable.

Table B – Recommended Improvements Summary	
Sandy Ridge Road at I-40 Westbound Ramps	***Note that these improvements are necessary regardless of whether the proposed project is built:*** • Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane • Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper • Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road • Upgrade traffic signal accordingly
Sandy Ridge Road at I-40 Eastbound Ramps	• Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp • Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper ***Note that the following improvements are necessary regardless of whether the proposed project is built:*** • Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper • Provide a northbound right turn lane with 150 feet of storage and appropriate taper • Upgrade traffic signal accordingly
Sandy Ridge Road at National Service Road	• Provide westbound right turn lane on National Service Road with 200 feet of storage and appropriate taper
Sandy Ridge Road at Site Access	• Signalize intersection • Provide northbound left turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper • Provide southbound right turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper • Provide eastbound right turn lane exiting site with 300 feet of storage and appropriate taper

Table B (continued) – Recommended Improvements Summary	
Sandy Ridge Road at Clinard Farms Road	• Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited) • Per City of High Point ordinance, a northbound right turn lane will be required on Sandy Ridge road
Sandy Ridge Road at Joe Drive	• Provide southbound right turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Provide northbound left turn lane on Sandy Ridge Road with 300 of storage and appropriate taper
Sandy Ridge Road at Johnson Street	• We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

Citizens Information Meeting Report
Zoning Case 12-11

Submitted by: Tom Terrell on behalf of 350 South Land Holding, LLC.

SMITH MOORE LEATHERWOOD

March 4, 2013

Dear Neighbor:

Last October you were invited to a meeting of property owners who owned land within 300 feet of the tracts 350 South Land Holding, LLC proposed for development. The neighborhood meeting was held October 17th. It was following by public hearings before the High Point Planning and Zoning Commission and City Council.

Subsequently, 350 South Land Holding has acquired title to the 79 acres formerly owned by the Sampson family and is proceeding with annexation and rezoning of those three tracts. Adding these tracts will give the development access to Sandy Ridge Road.

350 South's application for rezoning and petition for annexation will go through the same approval process as the other 431 acres. 350 South will ask that the City amend the same rezoning ordinance it adopted last November in order to add these 79 acres.

For your convenience and comparison, enclosed is a copy of the previous map and a map showing the three additional parcels.

At this point, it is anticipated that the Planning and Zoning hearing will be March 26, 2013 and the City Council hearing will be April 15, 2013. As before, you will receive official notice from the city and see the property posted. I hope that this letter explains to you in advance why you will receive a notice for a second rezoning. The proposed uses and conditions are exactly the same (word for word) as the uses and conditions contingently approved by the city council last November 19.

If this letter is not sufficiently explanatory, please feel free to call me at my direct office number (336) 378-5412.

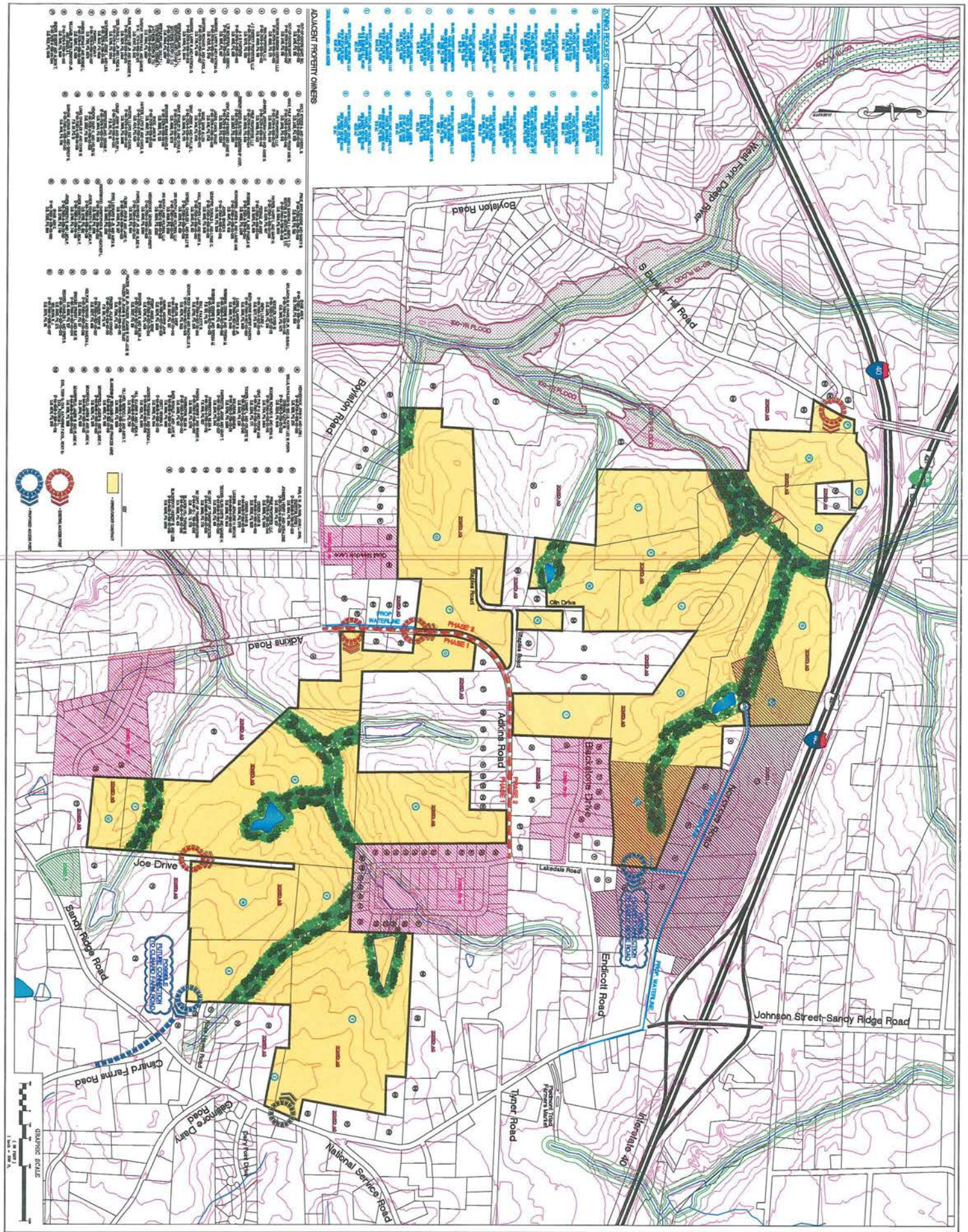
Sincerely,

SMITH MOORE LEATHERWOOD LLP

Thomas E. Terrell, Jr.

TET/ths

Direct 336.378.5412 | Fax 336.433.7482 | tom.terrell@smithmoorelaw.com
Smith Moore Leatherwood LLP ▪ Attorneys at Law ▪ www.smithmoorelaw.com
300 North Greene Street Suite 1400 PO Box 21927 (27420) Greensboro, NC 27401 ▪ 336.378.5200
Atlanta, GA ▪ Charleston, SC ▪ Charlotte, NC ▪ Greensboro, NC ▪ Greenville, SC ▪ Raleigh, NC ▪ Wilmington, NC



MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

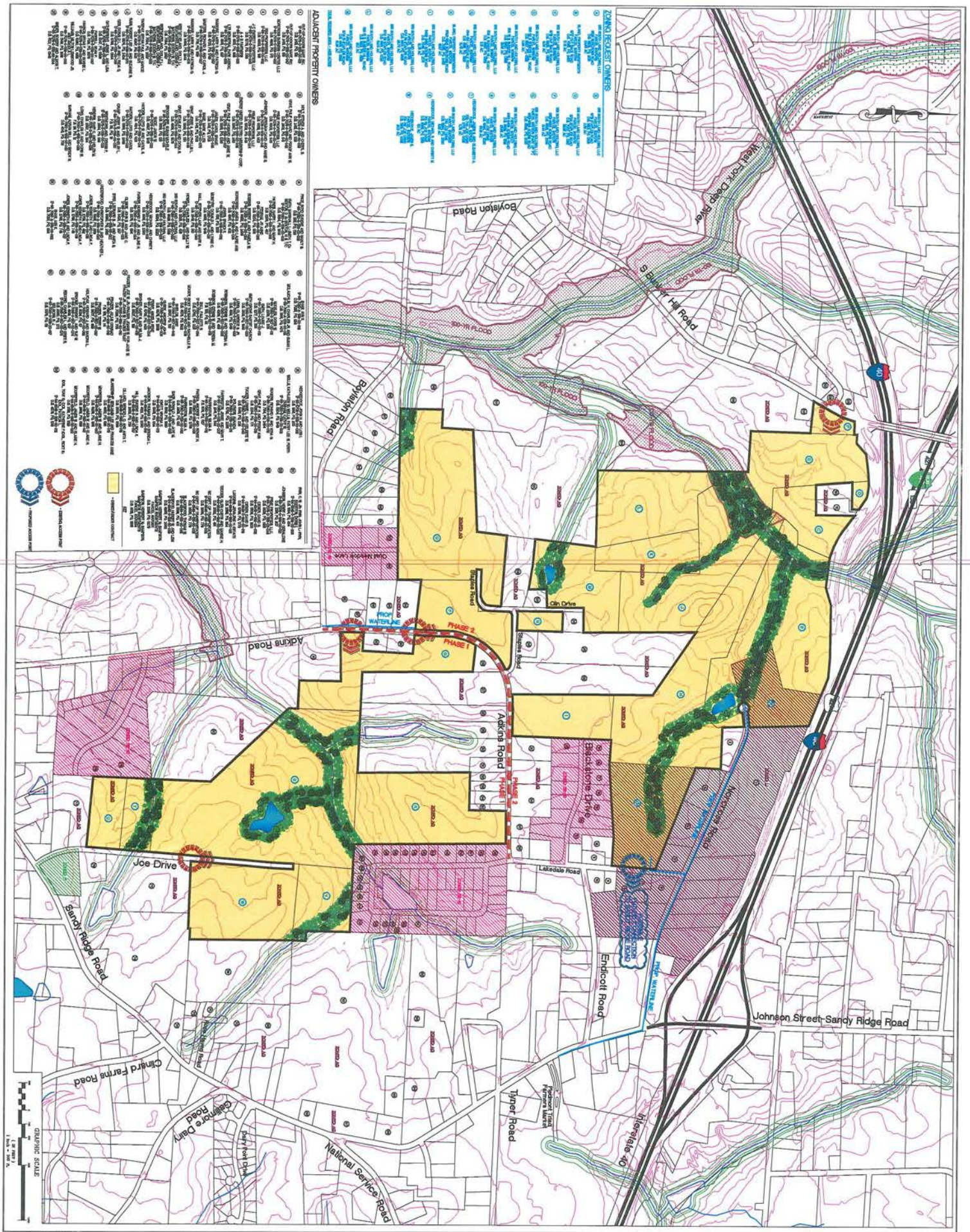
GUILFORD COUNTY, NORTH CAROLINA

Date: 1-24-13

Sheet No.: 1 OF 1

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.



MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

Date: 11-12-12
Scale: 1" = 300'
Sheet No.: 1 OF 1
File No.:

No.	DATE	REVISION	BY

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.

Publish four (4) consecutive weeks: **November 23 & 30, December 7, & 14, 2012**

RESOLUTION OF INTENT TO CONSIDER STREET ABANDONMENTS (Case # SA12-10)

WHEREAS, the City Council is requesting to abandon the following right-of-way: Unimproved excess right-of-way width from a previous cul-de-sac along N. Pendleton Street, being adjacent to 201 and 210 N. Pendleton Street;

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above-described and sets Monday, December 17, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment case.

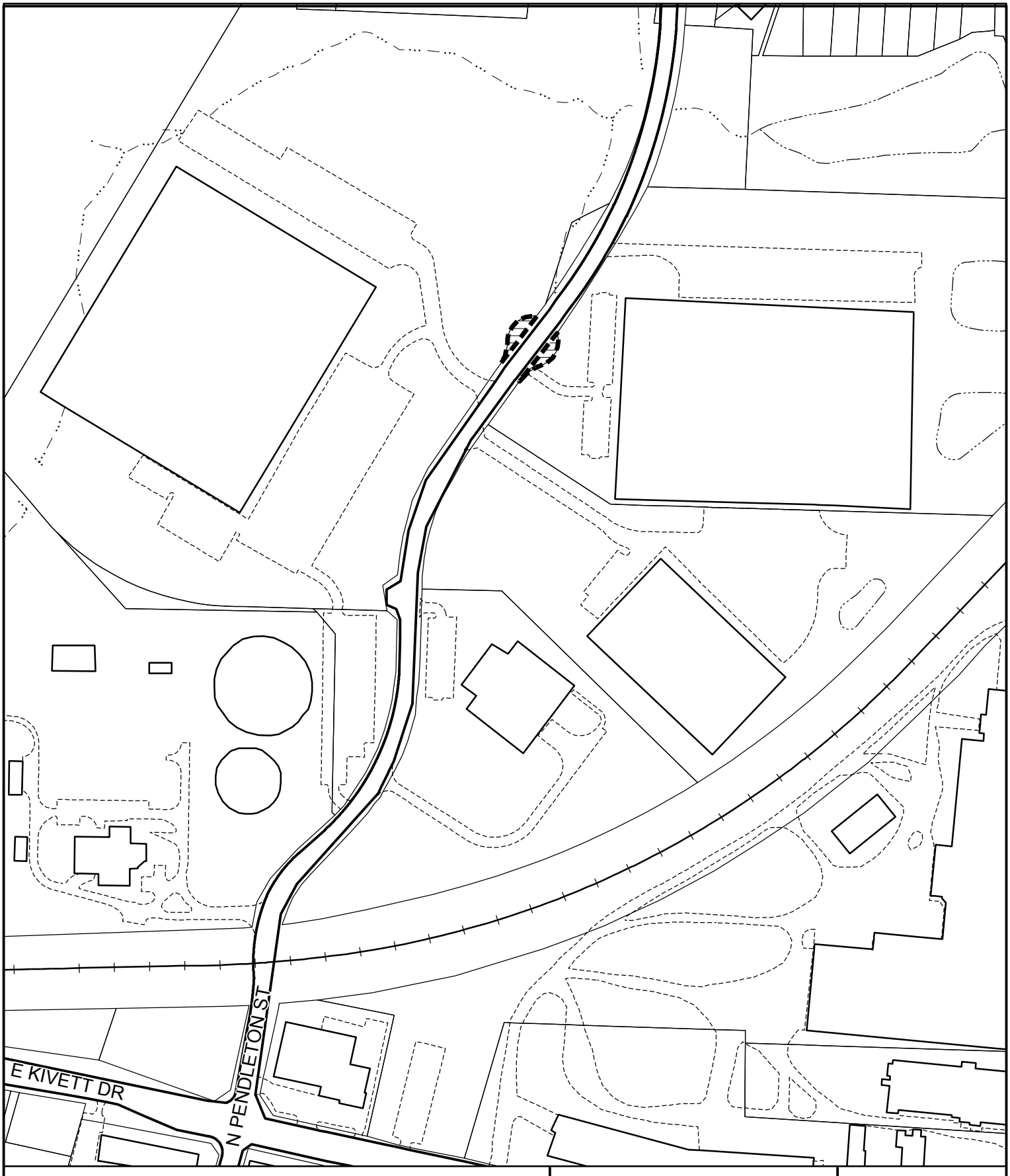
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 19th day of November, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA12-10

Applicant: City of High Point
Area: 0.105 acre

Location of street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 9, 2012

N

Scale: 1"=300'

y:/ba-pz/2012/pz/sa12-10.mxd

STRIB BOYNTON

From:	STRIB BOYNTON
Sent:	Wednesday, March 13, 2013 2:20 PM
To:	BECKY SMOTHERS; BERNITA SIMS; Britt Moore; Foster Douglas; JASON EWING; JAY WAGNER; JEFFREY GOLDEN; JIM DAVIS; JUDITH MENDENHALL
Cc:	JOANNE CARLYLE; LEE BURNETTE; LISA VIERLING; CINDY DUNCAN-SMITH; PAT PATE; RANDY McCASLIN; tom.terrell@smithmoorelaw.com
Subject:	FYI on 350 South

Good Afternoon,

This is a quick heads-up memo regarding an item for Monday's agenda. The agenda will include a requested and recommended time extension to complete the necessary development agreement and synthetic TIF for the 350 South project.

JoAnne, Lee and I met earlier this week with Tom Terrell to review ideas for the development agreement including some possible synthetic tax increment financing of infrastructure improvements. It was very positive meeting.

We now have a much clearer idea of what the developer is proposing. If all works out as we anticipate, the city and the developer will jointly share in the costs of development. The original idea called for the city to commit to finance whatever water, sewer and street improvements might be needed throughout the entire development over the next 10 or 20 years. Under that original idea, the city's cost/exposure would easily be more than $10.0 million. That would be money we do not have, and would not have over the next 10 or 20 years.

While details need to be worked out with clear language, the basic idea now involves the city financing and installing the major water and sewer improvements for a smaller Phase 1, and the developer financing and installing the street and related improvements for the Phase 1 development. The rough estimated cost for the water and sewer improvements for Phase 1 are in the $1.0 to $1.5 million range. I do not know the cost of the road improvements, but they would be designed and constructed to city standards.

The city would recover some of our costs from future water, sewer and property tax revenues. The developer would recover some of his street and related improvements from future property tax revenues from new private investments in the Phase 1.

We will review more with you on Monday. Tom and I will be asking you to extend the deadline another month so we can come back to you with a completed development ordinance including a synthetic TIF.

Please call me if you have any questions in the meantime.

Many thanks!

Stirb

Public Services Department

Stormwater Services Division

Date: November 13, 2012

To: Pat Pate, Assistant City Manager
W. Chris Thompson, P.E., Director Public Services

From: Derrick Boone, Stormwater Superintendent
Richard D. McMillan, P.E., Assistant Director Public Services

Re: Request to add an item to the November 19th City Council Agenda

---

The Public Services Department is requesting that City Council hold a public hearing on High Point's Stormwater Management Program during the City Council meeting on November 19th. The City's stormwater permit requires that a public hearing be held to obtain input from the citizens/public on the stormwater management program.

The National Pollutant Discharge Elimination System (NPDES) is a section of the Federal Clean Water Act that requires Phase II communities to apply for stormwater permit coverage to address stormwater runoff. North Carolina is an Environmental Protection Agency (EPA) delegated state for the Federal NPDES program and implements this program through the North Carolina Department of Environment and Natural Resources - Division of Water Quality (NCDENR-DWQ).

Municipalities are required to re-apply for permit coverage at the end of the five year permit cycle. Below is the history of the City's stormwater permitting process:

- February, 2003 - Initial Stormwater Permit submission;
- March 2003 - Last public hearing;
- May 2004 - Permit received;
- February 16, 2010 – Stormwater Discharge Permit renewal application submitted;
- November 16, 2011 – Stormwater Discharge Permit received (NPDES Permit # NCS000421).

Comments can be made at the public hearing or accepted in writing. Copies of the City of High Point's Stormwater Management Program and NPDES Permit have been placed at the High Point Library and posted on the City's website for review.

pc: JoAnne L. Carlyle – City Attorney

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA

Fax: 336.883.8561 Phone: 336.883.3455 TDD: 336.883.8517

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

Notice of Public Hearing

City of High Point
Municipal Office Building
211 South Hamilton Street

The City of High Point Public Services Department will hold a public hearing on **Monday, November 19th at 5:30 p.m.** in the City Council Chambers on the third floor of the Municipal Office Building to present the following: Stormwater Management Plan for compliance with the National Pollutant Discharge and Elimination System (NPDES) Federal Stormwater Permit covering the six minimum control measures: 1- Public Education; 2- Public Involvement; 3- Illicit Discharge Detection and Elimination; 4- Construction Site Run Off Control; 5- Post-Construction Run-Off Control; and 6- Pollution Prevention/Good Housekeeping. Interested persons are invited to attend and comment. Please call 883-3455 if you have any questions. The permit application is available for public inspection and review beginning November 12, 2012 in the High Point Public Library at 901 N. Main Street during the hours listed below.

Monday -Thursday: 10:00 AM – 8:00 PM
Friday: 10:00 AM – 6:00 PM
Saturday: 12:00 PM – 6:00 PM
Sunday: 1:30 PM – 5:30 PM

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call 883-3298, or the city's TDD phone number: 883-8517. This printed material will be provided in an alternative format upon request. The City of High Point hearing impaired TDD number is 883-8517.

4-15 -~~2012~~ 2013
HPCC
#120302

planting them on the property will not further improve the landscaping of the site.

ii. Parking is not located between the front building line of a principal building and the street.

iii. The building design of the principal building qualifies for Leadership in Energy & Environmental Design (LEED) certification as administered by the U.S. Green Building Council.

iv. At least 50 percent of the provided parking within a parking structure is located under the principal building or similar structure, or underground.

f. Dimensional Standards – Phase I

i. Lots standards

Minimum lot size	30,000 sq. ft
Minimum Lot width	150 feet
Minimum street frontage	100 feet

ii. Setbacks:

Sandy Ridge Road	50 feet from property line or 95 feet from the centerline of the right of way, whichever is greater.
All other streets	15 feet
Adjacent to Non-Residential Zoning	20 feet (may be reduced to 10 ft. subject to meeting setback reduction condition)
Adjacent to Residential Zoning	50 feet
Setback Reduction: The minimum interior setback adjacent to non-residential zoning may be reduced to 10 feet, provided that either one of the interior side lot lines or the street yard is planted as at least a C yard.	
Maximum building coverage	50% (may be increased to subject to meeting building coverage condition)

g. Dimensional Standards – Phase II

Permitted Agricultural (AG) Districts land uses, and their customary accessory uses, shall be subject to development and dimensional requirements of the AG District and requirements of the Development Ordinance.

B. Landscaping, Buffers, ~~and~~ Screening **and Lighting**.

1). Planting Yard Width and Rate:

Landscaping (along Sandy Ridge Road frontage of the zoning site)

a. Foundation plantings shall be included in landscape designs along building facades facing Sandy Ridge Road.

b. Developments along the Sandy Ridge Road frontage of the zoning site shall install, at minimum, a Type C planting yard.

2). **Prior to the development of the portion of Phase 1 that lies north of Sandy Ridge Road, west of Joe Drive, and that adjoins the Maple Creek subdivision, the developer shall plant a solid row of evergreens within the fifty foot buffer. The evergreens shall be of a type that, at maturity, shall be expected to grow at least 25 feet in height.**

3). **Parking lot or other external lighting within the portion of Phase 1 that lies west of Joe Drive and east of the Maple Creek subdivision shall be a "cut-off" style lighting that is designed not allow lighting to stray onto the properties in Maple Creek subdivision.**

C. Transportation Conditions.

1. General

These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

2. Access

a. Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
b. Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
c. No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

3. Right-of-way

The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

4. Roadway and Intersection Improvements

a. Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.
b. Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.
c. Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On November 13, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

350 South Land Holdings, LLC **Zoning Case 12-11**

A request by 350 South Land Holdings, LLC to rezone approximately 431 acres from the Agricultural (AG) and Light Industrial (LI) Districts, within Guilford County's zoning jurisdiction, to a Planned Unit Development-Mixed (PDM) District. The property is generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Mr. Herbert Shannon presented Zoning Case 12-11 and recommended approval, with amendments, as outlined in the staff report.

Speaking in favor of the request were the applicant's representative, Mr. Tom Terrell, 529 West Parkway Avenue, High Point, NC; and Mr. Jim Hedgecock, 8857 Boylston Road, Colfax. Key points raised by these speakers were:

- Because of its proximity to I-40, FedEx Regional Cargo Hub and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base.
- Due to the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. The Conditional Zoning Ordinance details those uses and describes conditions that will foster a higher quality of development.
- The request is consistent with the City's Land Use Plan, NW Area Plan, and the Heart of the Triad Plan.
- This request is somewhat unique because of the separate development agreement being negotiated between the applicant and the City, that will address a number of development issues.

Speakers in opposition to the request were Mr. Todd Smith, 8839 Boylston Road, Colfax; Mr. Mac Bradley, 561 S. Bunker Hill Road, Colfax; Ms. Jaye Pierce, 702 Stacey Lane, Colfax; Ms. Donna Gray, 8421 Adkins Road, Colfax; and Mr. Jimmy Morgan & Mrs. Joann Morgan 8625 Boylston Road. These speakers noted the following concerns with the request:

- Traffic from the proposed development will negatively impact Adkins Road and Boylston Road. Development entrance points have not been established, and ultimate traffic impacts are unclear.
- Several general comments that the proposal is not detailed enough for proper review and consideration.
- Confusion as to the PUD zoning and the purpose of the AG designation for Phase II.
- Proposal will disturb the rural setting of this area.
- The City does not need another industrial park; there is a sufficient amount of existing undeveloped land in existing industrial parks in the area.
- Questions about notification; postings, etc. Some present were beyond the 300-foot notification distance.

After the public hearing was closed, the Planning & Zoning Commission deliberated on this matter. Key points of their discussion were:

- Concerns that they did not have a complete submittal since all of transportation related details and access conditions have not been finalized. (Applicant did agree to the Transportation Department recommended conditions at the meeting)
- Development agreement was not complete.
- Members noted that the request seemed premature for action, and the applicant should consider a 30-day postponement to further work on transportation conditions and to finalize the development agreement. The applicant did not wish to postpone the case.
- Members requested more details on timing as to when Phase II would be open for development.
- To address questions from the audience, the members requested staff to provide an overview of the zoning notification process and to clarify that the City's Airport Overlay zone only regulates property within the City's corporate limits and not unincorporated parcels in the County.

The Planning & Zoning Commission recommended **denial** of Zoning Case 12-11 by a vote of 6-2, with members J. Davis and Walsh dissenting.

Because this request is being forwarded to City Council with an unfavorable recommendation from the Planning & Zoning Commission, the Development Ordinance requires a two-thirds (2/3) favorable vote by the City Council (6 members) for this request to be approved.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 12-11
November 14, 2012
(Revised)

Request	
Applicant: 350 South Land Holdings, LLC	**Owner(s):** 350 South Land Holding, LLC; Bland Property Investments; James S. Hedgecock & Elizabeth A. Hedgecock; and Michael Raymond Hedgecock & Christy M. Hedgecock
Zoning Proposal: To annex and apply initial City zoning	**From:** **AG** Agricultural District *(Guilford Co)* **LI** Light Industrial District *(Guilford Co)* **To:** **PDM** Planned Unit Development-Mixed District

Site Information	
Location:	The zoning site consisting of multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0168770, 0168791, 0168792, 0168794, 0168949, 0170697, 0170699 thru 0170704, 0170710, 0170731, 0170794, 0170990, 0171055, 0171067, 0171075, 0171077, 0171092 and 0170876 (23 Parcels).
Site Acreage:	Approximately 431 acres.
Current Land Use:	Approximately five single family detached dwellings, one vacant industrial use and undeveloped parcels.
Physical Characteristics:	The site has some developed parcels, but consists primarily of open pasture lands and wooded areas with moderate to severely sloping terrains. Perennial and intermittent streams run through the site, in a southwesterly direction, towards the West Fork of the Deep River which lies west of the site. The steeper terrains are along these various stream corridors.
Water and Sewer Proximity:	<u>City of High Point Water lines:</u> There are existing City water lines, varying in size from 6-inches to 16-inches, within Sandy Ridge Road, the southern portion of Adkins Road, Boylston Road, and Bunker Hill Road. <u>City of High Point Sanitary Sewer lines:</u> There is a 16-inch sewer line running along the West Fork of the Deep River. In addition, 8-inch & 6-inch sewer lines are lying adjacent to portions of Sandy Ridge Road.
General Drainage and Watershed:	The site drains in a general westerly and southwesterly direction. Development of the site will be subject to the Oak Hollow Lake General Watershed Areas (GWA) requirements of the water supply watershed

	regulations. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Overlay District(s):	Oak Hollow Lake GWA Airport Overlay - Zone 2

Adjacent Property Zoning and Current Land Use			
North:	AG LI CU-LI	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)* Conditional Use Light Industrial District *(Guilford County)*	Undeveloped parcels and industrial uses abutting Norcross Road.
South:	AG RS-40	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.
East:	AG RS-40 LI	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels, single family detached dwelling and industrial uses abutting Norcross Road.
West:	AG RS-40	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	GOAL 1: Preserve and enhance High Point's most important natural and cultural resources. • Obj. #1A: Preserve and link open spaces where opportunities exist, and leverage them as community and economic assets. • Obj. #1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes. • Obj. #1C: Protect the city's water supply through compatible use and design innovations, and minimizing the disturbance of land. GOAL 6**:** Keep High Point's economy strong and make it more diversified. • Obj. #6F: Prioritize measures to enhance High Point's overall quality of life to retain and expand existing industries and to attract new ones.
Land Use Plan Map Classification:	The site has a Restricted Industrial land use designation. This classification is intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	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 #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: *Northwest Area Plan*	This area is designated as a Business Center Area in the Northwest Area Plan. These areas are intended to accommodate a wide variety of employment uses, such as office, research, corporate park, industrial and related uses. It requires a unified design scheme, including enhanced facades on the buildings, substantial surrounding landscaping, restrictive site lighting and signage, full screening of loading areas. No outside storage is permitted. Goal 1**:** Protect the natural environment and its many features. • Obj. #1a: Preserve streams, wetlands and steep slopes through the siting of development in appropriate locations. • Obj. #1b: Maintain a high level of water quality for aesthetic, environmental and economic reasons through measures like minimizing land disturbing activities and improved stormwater management techniques. • Obj. #1c: Where possible, preserve mature trees, and provide for increased planting and replanting rates in new development with an emphasis on native plant materials. • Obj. #1d: Stress the maintenance of open space during development planning, and provide for the linking of open space areas and environmentally sensitive lands through multi-use greenways, more primitive nature trails and natural wildlife corridors. Goal 2: Achieve high quality development in the built environment. • Obj. #2a: Ensure quality development by requiring high aesthetic standards in site and building design, construction materials and intra-development coordination. • Obj. #2b: Promote development that is in harmony with human scale. • Obj. #2e: Protect existing residential neighborhoods from new non-residential development through design standards and landscaped buffers. Goal 3: Create a fully integrated transportation system that recognizes and accommodates a wide variety of transportation needs and users. • Obj. #3b: Provide intra & inter development transportation connectivity via streets, sidewalks, greenways and less formal trails. • Obj. #3c: Ensure that new development provides the infrastructure requirements of a multi-modal transportation system like bus stops/shelters and bicycle racks. • Obj. #3d: Meet environmental and aesthetic needs through landscaping and the preservation of existing trees along transportation corridors. Goal 4**:** Continue economic development programs to respond to the needs of a growing area and a changing economic environment. ➢ Obj. #4a: Target selected industries and industrial sectors that provide high-value jobs and significant property valuations and which will contribute positively to a diversifying economy.

Zoning History:	The northwestern portion of the City's Planning Area extends northward to I-40 and from Sandy Ridge Road westward just past the Guilford/Forsyth County line. From 1998 to 2012, there have been several annexations and rezonings, totaling over 310 acres, in the area consisting of one industrial use off Tyner Loop Road and several residential developments between Bame Road and Squire Davis Road.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Norcross Road	Local Street	270 ft.
	Bunker Hill Road	Minor Thoroughfare	510 ft.
	Lakedale Road	Local Street	515 ft
	Staples Road	Local Street	2,300 ft.
	Adkins Road	Local Street	2,260 ft
	Joe Drive	Local Street	2,300 ft.
Vehicular Access:	Phase 1: This rezoning site will take access through Joe Drive. No access shall be allowed to Adkins Road.		
Traffic Counts: *(Average Daily Trips)*	Sandy Ridge Road	10,000 ADT (2011, 24 hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed uses will generate approximately 6,551 trips/day, 620 trips (entering & exiting) in the AM peak hour and 649 trips (entering & exiting) in the PM peak hour.		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes: X	No:	See attached executive summary
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. The site is within Airport Overlay - Zone 2, which prohibits any new residential development. The limited number of existing dwelling units on parcels associated with this zoning application will not negatively impact area schools.

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed "floating districts" by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested a Planned Unit Development-Mixed (PDM) District, which is required to contain at least twenty contiguous acres under unified ownership or control and it's intended to accommodate residential, office, commercial, and light industrial uses developed on large tracts in accordance with a PUD master plan. The dimensional standards of the Ordinance are waived in a PDM District, except within 150 feet of the perimeter of the proposed PUD District, where scale and setback of structures shall be in harmony with

development on adjacent lands. In addition, no commercial or industrial uses are permit within 150 feet of the perimeter of the PUD District unless the adjacent City zoning permits the same or similar uses.

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

Details of Proposal

Overview of Applicant's Zoning Request

The applicant has requested a Planned Unit Development-Mixed (PDM) District zoning with the intent of developing a large scale Business/Industrial Park. The applicant's PUD Statement of Intent notes that because of its proximity to Interstate 40 and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Centre in the mid-1980s. The applicant's statement continues by noting, because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. The Conditional Zoning Ordinance offered by the applicant details those uses, describes the higher quality of development intended, and describes other conditions that would be applied. It is also the applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement to be executed with the City.

The proposed PDM zoning district will be split into two large phases *(see phase line on attached zoning map exhibit and master plan).*

Phase I consists of the southeastern 155± acres, generally lying to the south and east of Adkins Road. The proposed development for this phase will consist of a combination of uses allowed in the City of High Point's Agricultural (AG) District, Corporate Park (CP) and Light Industrial (LI) zoning districts.

Phase II consists of the northwestern 276± acres, generally lying to the north and west of Adkins Road. Only specific uses that are allowed in the Agricultural (AG) District are proposed for this portion of the PUD and this area will serve as a temporary "holding zone" until utility line extensions and roadway improvements are provided to support CP and LI District uses. As development plans are further refined, amendments to the PDM District zoning will be required in order to expand the CP and LI uses to Phase II, as well as any additional land.

Staff Analysis

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

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

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: ❖ The applicant has offered higher development standards pertaining to landscaping, building façades, building materials and locational criteria for loading docks. These standards will assist in ensuring development will be of a higher standard. ❖ The Conditional Zoning Ordinance offered by the applicant provides for submittal of an integrated greenway and pedestrian circulation plan. This plan will connect, where possible, throughout the development, and will provide for easement dedications to connect to the City's future greenway system that will run along the West Fork of the Deep River.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: ❖ Rather than having individual parcels develop in a scattered non-related manner, the proposal to assemble this large land area for a planned development will facilitate the creation of a long-range plan for this area to develop in a cohesive and unified manner. Vehicular & pedestrian traffic can be planned and integrated; overall unified and attractive building design concepts can be coordinated; and it will provide for an overall identification of the proposed business/industrial park as a destination point. ❖ Specific users or individual tract layouts have not been identified. However, requirements of the Development Ordinance and PUD requirements will assist in ensuring an attractive cohesive development. ❖ Standards regarding open space and protection of environmentally sensitive areas are provided for in the PUD and Environmental Protection sections of the Development Ordinance.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: ❖ Any of the various tracts in this request could be developed individually and not in a unified fashion. Bringing the entire area in as one planned development ensures

	there will be a unified cohesive development along with some common building design standards.
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: ❖ The application assembles medium size parcels (1 – 5 acres) and larger parcels (10+ acres) into to one large development. This provides flexibility in that future parcels can be configured to best accommodate buildings and site improvements so as to pose the least impact to any adjacent residential use. ❖ The area is mostly rural consisting of large undeveloped lots and some single family dwellings on medium to large parcels. The fact that this is not a densely populated area and that larger parcel sizes provides for greater separation between structures assists in ensuring development will not significant impact adjacent property owners. ❖ The project is in its infancy with a 20+year build out scenario. Phase I is the only portion of PUD open for business/industrial related development. Existing developments abutting Phase I consist of a large lot subdivision to the southwest along Maple Creek Drive and a large lot subdivision to the northeast off Lake Creek Court. There are perennial streams separating these two subdivisions from the prime developable land area in Phase I. A minimum 100-foot buffer, as measured from the top on bank on both sides of these streams, is required by the Development Ordinance. Thus, any development in Phase I will be a minimum of 200 plus feet from these adjacent residential uses. ❖ Phase II of the PUD is restricted to AG District uses and will serve as a holding zone to prevent haphazard development and incompatible land uses. Currently this area has Guilford County Agricultural and Light Industrial zoning. Allowable AG uses, as outlined in the applicants Conditional Zoning Ordinance, will be similar and compatible to existing county zoning for this area.

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

Staff Comments:

❖ This request, although it is in its infancy, appears to be in line with adopted plans of the City (Land Use Plan and NW Area Plan). However, as the development evolves, design and uses will need to be monitored to ensure that this area develops in accordance with the plan.

❖ This request falls within the boundaries of the Northwest Area Plan and it is designated as a Business Center area. As such, this area is envisioned to provide concentrated employment opportunities in close proximity to the airport with good access to I-40 with high development standards and employee amenities such as walking trails. The plan includes design guidelines that focus on high quality development that is harmonious, visually attractive and supports multiple modes of transportation. As for retail uses, the NW Area Plan calls for a Business Support Area, east of Lakedale Road and north of Tyner Loop Road, that is intended to provide goods and services to the Business Center.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: In addition to the above noted PUD Findings, it should be noted that the applicants list of permitted uses exclude the majority of the higher intensity industrial uses of the LI & CP Districts and they have offered to provide for a minimum 50-foot building setback where development abuts residential zoning.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ As stated in the PUD Findings, the large land areas associated with this case will assist in providing for flexibility in building placement on development sites. This allows for greater separation of buildings from abutting properties and assists in mitigating potential negative impact to adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: ❖ Environmental protection standards of the Development Ordinance along with PUD open space environment standards will ensure minimal impact on environmentally sensitive areas. At a minimum, the following are required: ➢ A minimum of 10% of the land area of a non-residential PUD is to be devoted to open space and common recreation area. ➢ Open space is required to be provided within each phase of the PUD in sufficient amounts to serve a substantial portion of the expected population or occupancy of that phase. ➢ Stream buffer standards provide a protective buffer adjacent to streams and limits grading and disturbance of vegetation. ➢ The zoning site is within the Oak Hollow Lake General Watershed Area. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: City of High Point water and sewer lines generally surround this portion of the City's Planning Area. However, utility line extensions to individual development sites will be required.

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

Changes in the Area:

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

Staff Comments:

The portion of High Point's Planning Area lying south of I-40 has historically been a rural area due to the lack of access to public utilities. When annexation agreements were established between High Point, the City of Greensboro, and the Town of Kernersville, the City's Planning Area expanded northward to I-40 to its present configuration. As these agreements were established, the City of High Point extended utility lines to this area. These annexation agreements help protect the City's investment in water and sewer infrastructures that open this area to development.

In the 1980s and early 1990s, much of this area was slated for residential uses, up to five units per acre on the City's Land Use Map. However, as construction of the FedEx Regional Cargo Hub and the PTIA runway expansion occurs, nighttime noise impact became a concern for new residential development in this portion of the City's Planning Area. Various area plan studies were conducted and adopted by High Point City Council in the last 12 years (Sandy Ridge Road Area Plan, 2000 Update to City Land Use Plan and Airport Noise Study) resulting in the City's land use policy that designates most of this northern Planning Area for business, office and industrial uses and prohibiting new residential development.

Development Patterns:

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

Staff Comments:

- Based on above noted discussion on changes to area, the Restricted Industrial Land Use Map Designation for this area and the fact that the site is within the City of High Point Airport Overlay Zone 2 (prohibiting new residential development), staff has not identified any evidence to date that the proposed development is in conflict with the City's adopted land use policies.
- The applicant's PUD Statement of Intent notes this as the largest non-residential annexation/zoning since Piedmont Centre development in the mind 1980s. As such, this will be a long-term build out exceeding 20 years. Additionally, there will be future amendments to this PUD to add more land area as it becomes available. The applicant has identified the southern portion of the site as the starting point. Phase I offers a more cost effect opportunity for utility extension to potential development sites and offers the ability to provide for a main entrance to the future Business Park from Sandy Ridge Road. Based on phasing conditions offered by the applicant, staff finds the proposal provides for a logical and orderly development pattern.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the

public interest because: 1) the request is consistent with the City's Land Use Plan and with City Councils adopted policies for the NW Area Plan; 2) based on conditions offered by the applicant, proposed uses, manner in which development will be phased and environmental regulations of the Development Ordinance the request will be compatible with surrounding uses; 3) by bringing the entire area in as one planned development, ensures there will be a unified cohesive development; and 4) the NW Area Plan designates this area as a Business Center, the assemblage of this large land area will assist in meeting policies of the area plan, will assist in generating employment opportunities and provides the opportunity to expand the tax base for the City.

Recommendation

Staff Recommends Approval:
As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses.

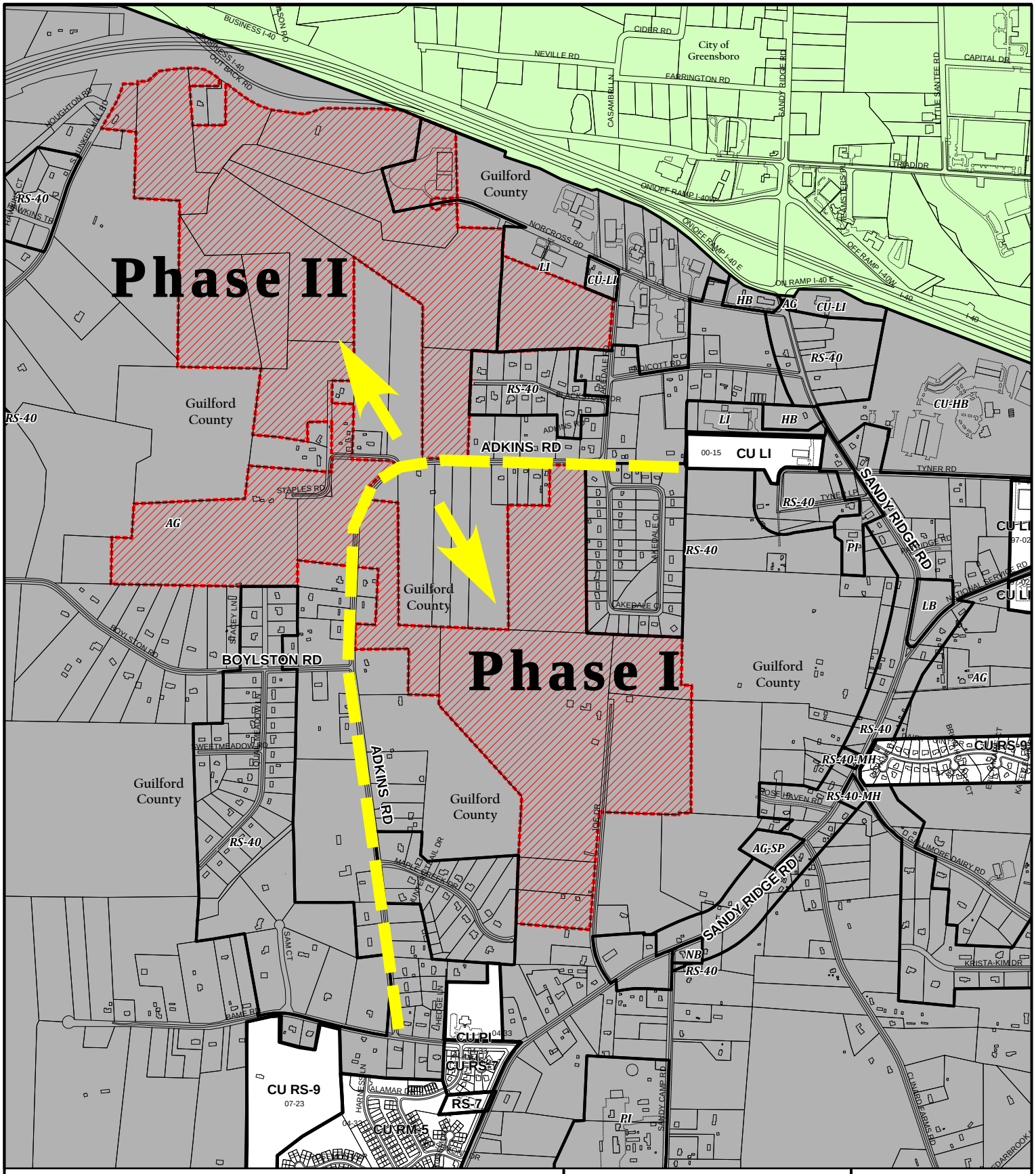
Required Action

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

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

Report Preparation

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



ZONING CASE 12-11

From: Agricultural & Light Industrial (Guilford Co.)
To: Planned Unit Development-Mixed

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: November 14, 2012

N

Scale: 1"=1,300'

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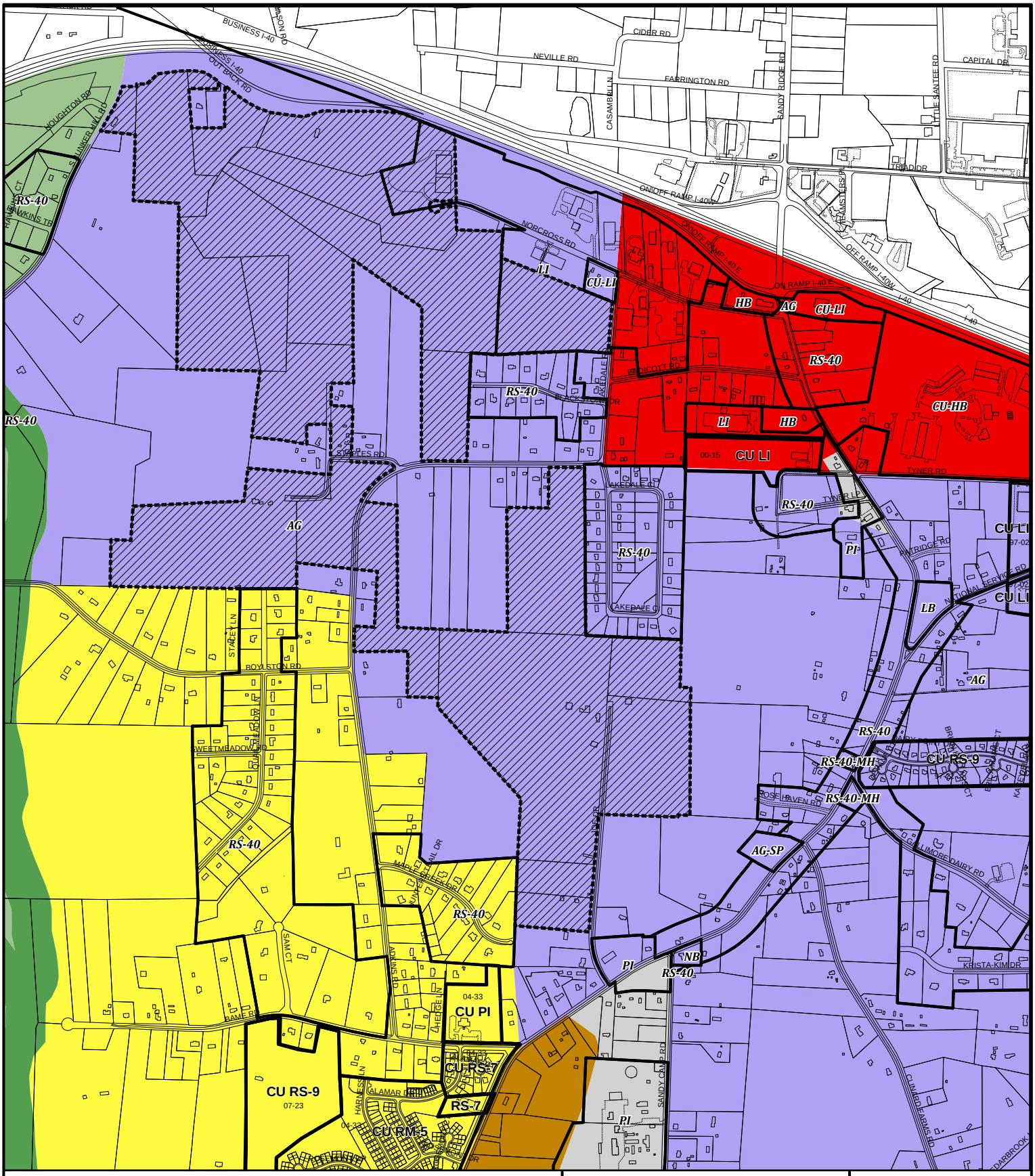

ZONING CASE 12-11

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Community/Regional Commercial
- Restricted Industrial
- Institutional
- Recreation/Open Space
- Future Growth Area

Planning & Development Department

City of High Point

Date: November 2, 2012

N

Scale: 1"=1,300'

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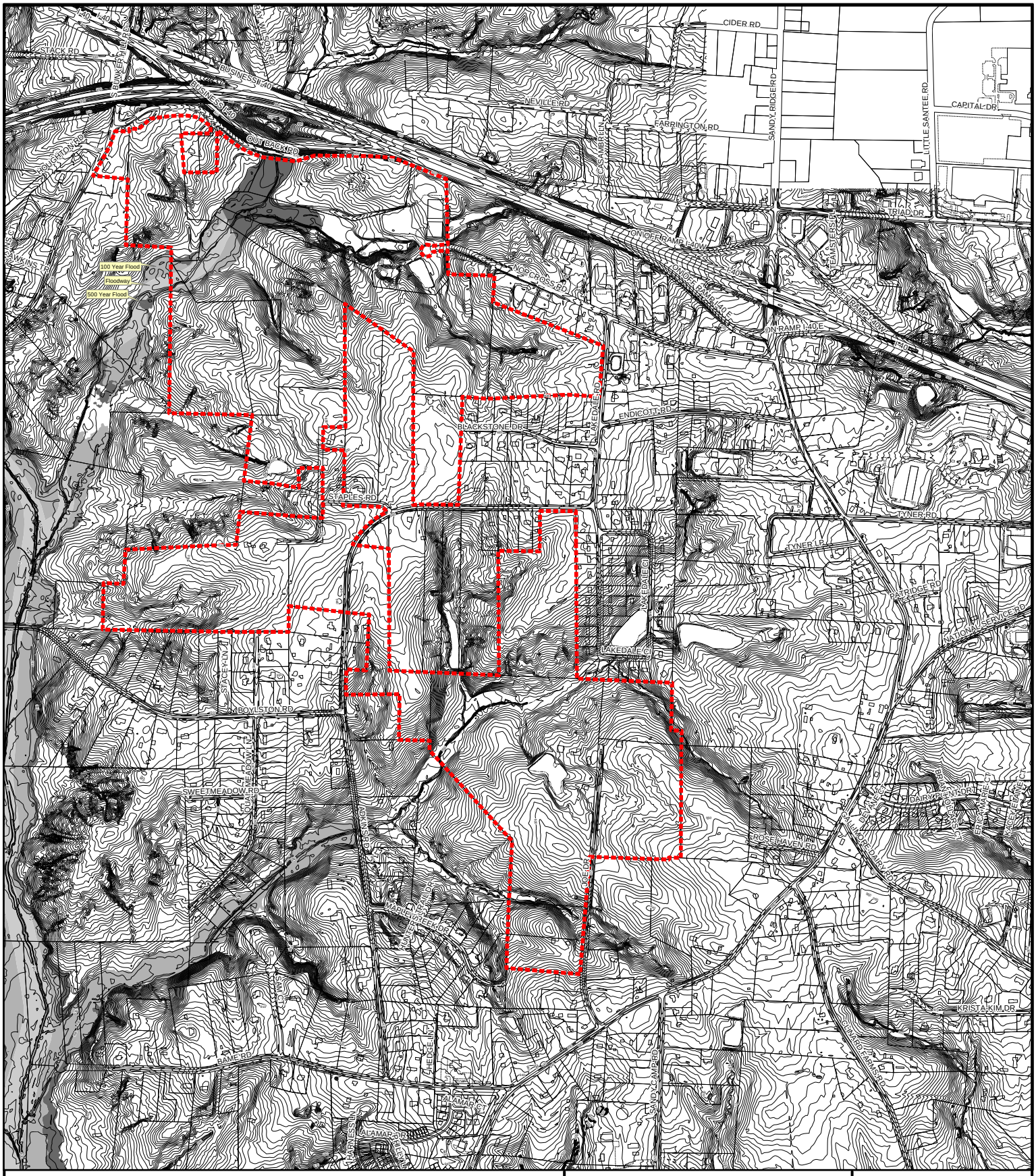

ZONING CASE 12-11

Topography

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

Planning & Development Department

City of High Point

Date: November 2, 2012

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Scale: 1"=1,300'

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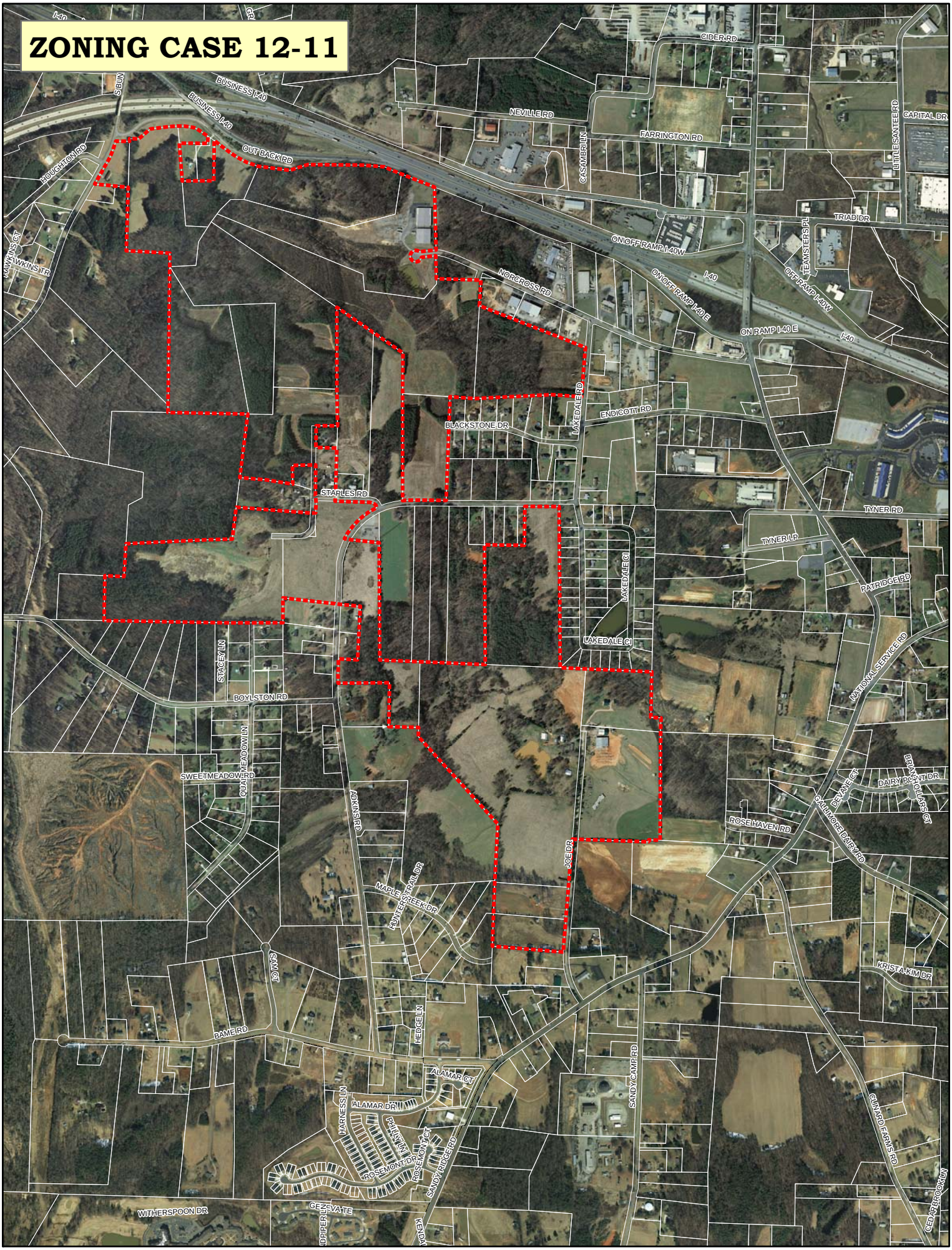
ZONING CASE 12-11
I-40
S BUN
BUSINESS I-40
BUSINESS I-40
CIDER RD
NEVILLE RD
CASAMERI LN
FARRINGTON RD
CAPITAL DR
LITTLE SANTEE RD
TRIAD DR
TEAMSTERS PL
OUT BACK RD
HOUGHTON RD
HAWKINS CT
HAWKINS TR
ON/OFF RAMP I-40W
OFF RAMP I-40W
I-40
ON/OFF RAMP I-40 E
NORCROSS RD
ON RAMP I-40 E
I-40
LAKEDALE RD
ENDICOTT RD
BLACKSTONE DR
STAPLES RD
TYNER RD
TYNER LP
LAKEDALE CI
LAKEDALE CI
PATRIDGE RD
NATIONAL SERVICE RD
STACEY LN
BOYLSTON RD
SWEETMEADOW LN
SWEETMEADOW RD
ADKINS RD
JOE DR
MAPLE CREEK DR
HUNTER TRAIL DR
DAIRY CROFT DR
BRIARCROFT CT
DEVANE CT
CALLIMORE DAIRY RD
ROSE HAVEN RD
SAM CT
BAME RD
HEDGE LN
KRISTA KIM DR
ALAMAR CT
ALAMAR DR
HARNESS LN
PHILMONT CT
ROSEMONT DR
ROSEMONT CT
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CEDAR BROOK LN
WITHERSPOON DR
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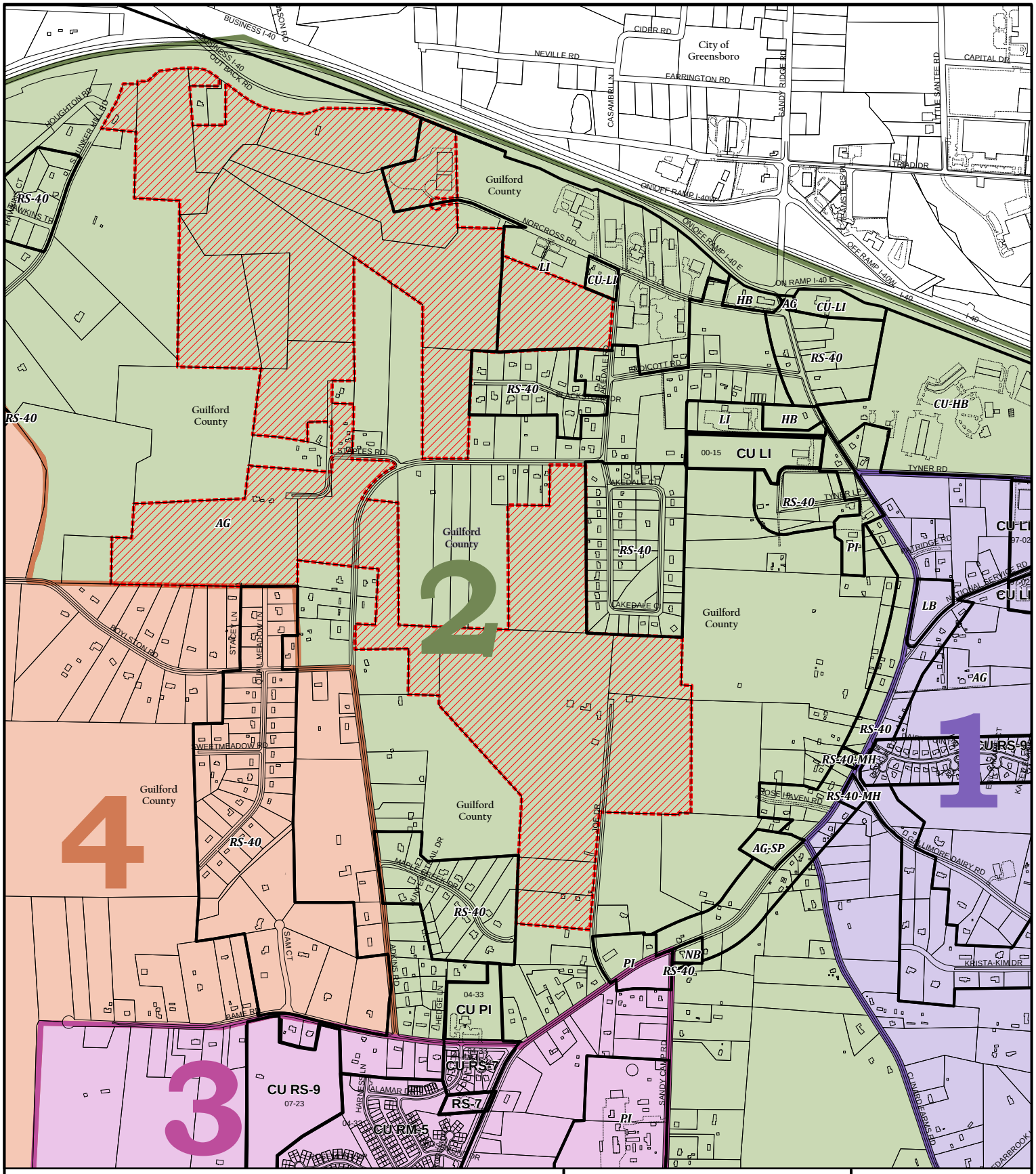
DRIPER LN
KENDA



ZONING CASE 12-11

Airport Overlay District

- District #1
- District #2
- District #3
- District #4

Planning & Development Department

City of High Point

Date: November 7, 2012

N

Scale: 1"=1,300'

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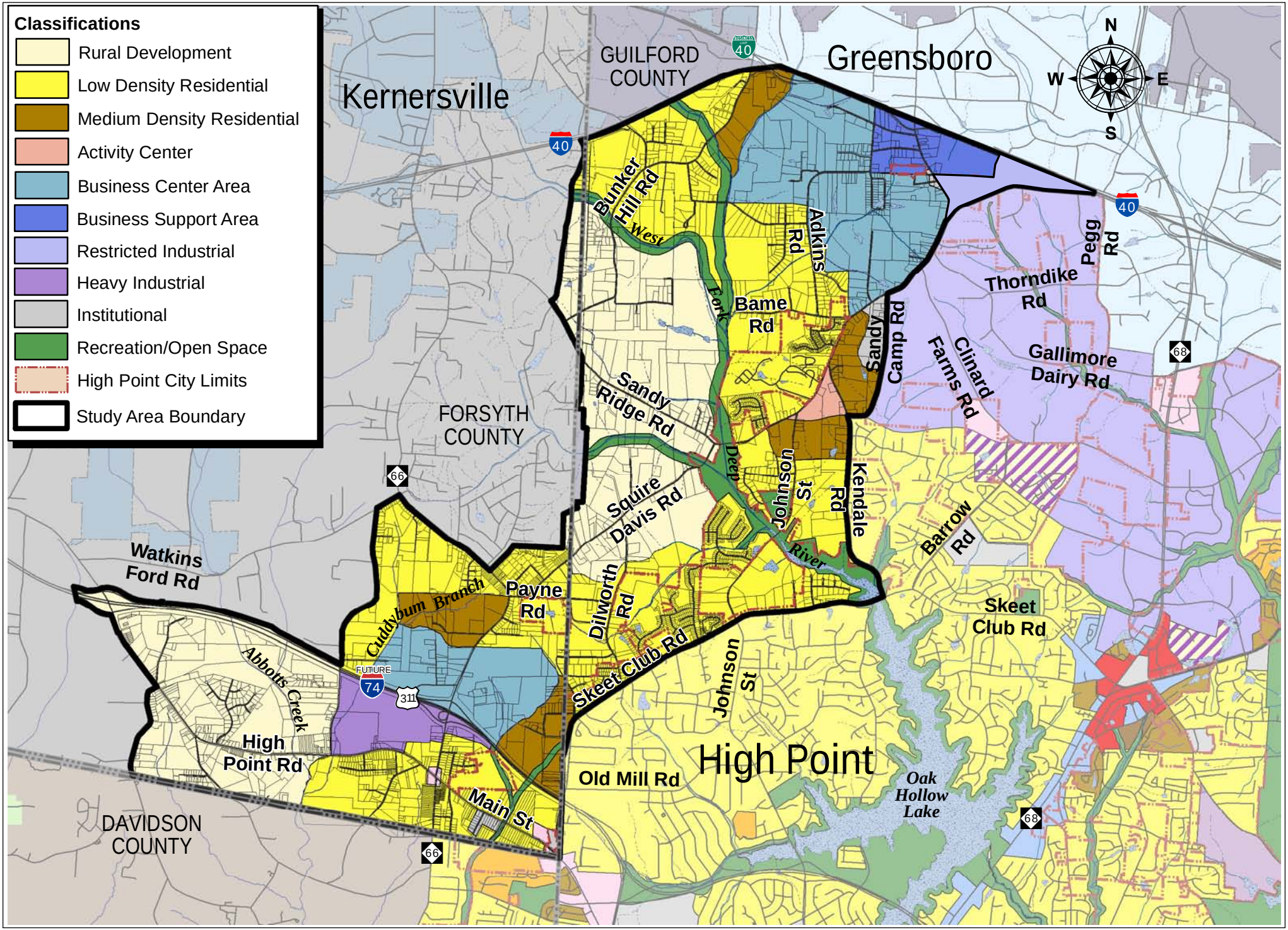
Northwest Area Plan Land Use Recommendations



ZONING REQUEST OWNERS:

A 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±19.61 AC

B BLAND, PROPERTY INVESTMENTS PARCEL ADDRESS: 8374 ADKINS ROAD DB. 1999, PG. 2480 ±7.44 AC

C 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±14.42 AC

D 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±24.74 AC

E 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±19.61 AC

F 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±19.61 AC

G 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8324 ADKINS ROAD DB. 5868, PG. 1999 ±19.61 AC

H BLAND, PROPERTY INVESTMENTS PARCEL ADDRESS: 8374 ADKINS ROAD DB. 1999, PG. 2480 ±7.44 AC

I 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8424 ADKINS ROAD DB. 5868, PG. 1999 ±19.74 AC

J 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

K 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

L 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8881 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

M 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

TOTAL REZONED AREA = ±166 ACRES

N 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

O 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

P 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

Q 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

R 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

S 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

T HEDGECOCK, JAMES B. AND ELIZABETH A. PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

U 350 SOUTH LAND HOLDING, LLC PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

V HEDGECOCK, MICHAEL D. AND CHRISTY M. PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

W HEDGECOCK, JAMES B. PARCEL ADDRESS: 8774 BOYLSTON ROAD DB. 5868, PG. 1999 ±19.74 AC

ADJACENT PROPERTY OWNERS:

1 OUT-OF-DOORS MART, INC. P.O. BOX 21467, GREENSBORO, NC 27420 DB. 2992, PG. 668

2 OUT-OF-DOORS MART, INC. P.O. BOX 21467, GREENSBORO, NC 27420 DB. 2992, PG. 668

3 NORTHEAST SHOPPING CENTER, LLC DB. 4648, PG. 976

4 REO PROPERTIES, LLC DB. 4648, PG. 976

5 "J.C. BENNETT PROPERTIES, LLC" DB. 4648, PG. 976

6 J. C. BENNETT PROPERTIES, LLC DB. 4648, PG. 976

7 J. C. BENNETT PROPERTIES, LLC DB. 4648, PG. 976

8 RAWLINGS, LARRY S. AND PATRICIA Q. DB. 4124, PG. 1749

9 MARTINEZ, BOOTSTRA GO-CARCH, JI DB. 4124, PG. 1749

10 RAWLINGS, LARRY S. AND PATRICIA Q. DB. 3948, PG. 2644

11 WESTMORELAND, COLLI L. WESTMORELAND, CONNIE P., AND WISE, ELLEN CLAYTON DB. 3948, PG. 2644

12 WESTMORELAND, COLLI L. WESTMORELAND, CONNIE P., AND WISE, ELLEN C. LTC DB. 3948, PG. 2644

13 TARPLEY, WILLIAM PAUL AND MARCIE DB. 3948, PG. 2644

14 RUSH, SUSAN M. AND ALEXANDRE R. DB. 3948, PG. 2644

15 OBER, DONALD L., III AND LINDA Q. DB. 3948, PG. 2644

16 GATES, MICHAEL JESSE L. AND LISA DB. 3948, PG. 2644

17 FARRELL, SEAN F. DB. 3948, PG. 2644

18 HARRISON, BRUCE A. AND RONNIE L. DB. 4648, PG. 2644

19 WILLIAMS, TYSON ELLWOOD JR. DB. 4648, PG. 2644

20 SMITH, ROBERT AND ALISON T. DB. 4648, PG. 2644

21 HOLT, STEVEN A. AND CHERYL B. DB. 4648, PG. 2644

22 GRAY, PAUL E. HOWARD AND PEGGY ANN W. DB. 4648, PG. 2644

23 PORE PROPERTIES, LLC DB. 4648, PG. 2644

24 JOHNSON, JEREMIAH DAVID AND AIMEE B. DB. 4648, PG. 2644

25 PORE PROPERTIES, LLC DB. 4648, PG. 2644

26 ENERGY EFFICIENT ELECTRIC PROPERTIES CORP. DB. 3950, PG. 2650

27 GRAY, LINDA ANN AND JEANNE W. DB. 4648, PG. 2644

28 JAMES, CAROL PRIME DB. 4648, PG. 2644

29 JAMES, CAROL PRIME DB. 4648, PG. 2644

30 GRAY, ANNIE A. AND PHYLLIS L. DB. 3948, PG. 2644

31 GRAY, ANNIE A. AND PHYLLIS L. DB. 3948, PG. 2644

32 GRAY, ETHEL D. AND CONN R. DB. 3948, PG. 2644

33 BROOKSHIRE, SUSAN NICOLE DB. 3948, PG. 2644

34 RAICE, ANDREW DB. 3948, PG. 2644

35 HAYDEN, LLOYD W. AND CAROL S. DB. 4644, PG. 2644

36 HAYDEN, LLOYD AND CAROL DB. 3948, PG. 2644

37 CRUM, JERRY W. AND SHELBY L. DB. 3948, PG. 2644

38 WESTMORELAND, DENNIS P. DB. 3948, PG. 2644

39 LONG, CHARLES T. AND CORIS W. DB. 3948, PG. 2644

40 BARNHILL, ADRIAN NEAL AND WENDY M. DB. 4648, PG. 2644

41 PRICE, JOHN EUGENE AND NANCY B. DB. 3948, PG. 2644

42 SMITH, MARSHALL L., SMITH, T.D. SMITH, JAMES L. AND SMITH, LLC DB. 3948, PG. 2644

43 HAGNER, HARRY L. AND MARY H. DB. 3948, PG. 2644

44 MITCHELL, BRUCE DB. 3948, PG. 2644

45 ROBBINS, ANDREW J. AND PAMELA W. DB. 3948, PG. 2644

46 KORKOTSIDES, GEORGE DB. 3948, PG. 2644

47 HOWE, ERNEST S. DB. 3948, PG. 2644

48 MONTGOMERY, DAVID C. AND LORNE C. DB. 3948, PG. 2644

49 HALL, STEPHEN LANE AND MARY A. DB. 3948, PG. 2644

50 HOWELL, CHARLES L. AND SALLY W. DB. 3948, PG. 2644

51 350 SOUTH LAND HOLDING, LLC DB. 5868, PG. 1999

52 350 SOUTH LAND HOLDING, LLC DB. 5868, PG. 1999

53 HEDGECOCK, MICHAEL AND CHRISTY DB. 3948, PG. 2644

54 PARKER, EDWARD P., III AND ELAINE H. DB. 3948, PG. 2644

55 ORANGE, JOHN B. AND JAMIE C. DB. 3948, PG. 2644

56 BYRD, LEONARD S. JR. AND ANITA B. DB. 3948, PG. 2644

57 UNDERWOOD, CHRISTOPHER B. AND HEATHER L. DB. 3948, PG. 2644

58 JONES, KENNETH D. AND LINDA P. DB. 3948, PG. 2644

59 JONES, KENNETH D. AND LINDA P. DB. 3948, PG. 2644

60 JONES, KENNETH D. AND LINDA P. DB. 3948, PG. 2644

61 SHAW, ANN K. DB. 3948, PG. 2644

62 SHAW, ANN K. DB. 3948, PG. 2644

63 SHAW, ANN K. DB. 3948, PG. 2644

64 MCLAUCHLIN, H. CRAIG SR., III AND SUSAN L. DB. 3948, PG. 2644

65 NICOLLE, DORIS W. DB. 3948, PG. 2644

66 BARD, LAMAR J. DB. 3948, PG. 2644

67 SMITH GROVE BAPTIST CHURCH DB. 3948, PG. 2644

68 LUCAS, LAURIE A. AND LAURIE ANN DB. 3948, PG. 2644

69 ROBINSON, DENNIS W. AND TERESA M. DB. 3948, PG. 2644

70 ROBINSON, DENNIS W. AND TERESA M. DB. 3948, PG. 2644

71 ELLA, PALLETTE R. DB. 3948, PG. 2644

72 MOODY, BOOY RICHARD AND RACHELLE R. DB. 3948, PG. 2644

73 GUNN, ANTHONY JOHN DB. 3948, PG. 2644

74 FRAZIER, JOE W., JR. FRAZIER, JOANNE R. FOR JOJIE, W. DB. 3948, PG. 2644

75 FRAZIER, JOE W. DB. 3948, PG. 2644

76 FRAZIER, TERRY W. DB. 3948, PG. 2644

77 HOLLYDALE, CHURCH OF GOD AND SHARON L. DB. 3948, PG. 2644

78 BROOKS, ERNEST L. AND RAY W. DB. 3948, PG. 2644

79 REDDICK, CRAIG SR. L. AND KIRSTI R. DB. 3948, PG. 2644

80 SHAW, ANN K. DB. 3948, PG. 2644

81 MCLAUCHLIN, H. CRAIG SR., III AND SUSAN L. DB. 3948, PG. 2644

82 NICOLLE, DORIS W. DB. 3948, PG. 2644

83 BARD, LAMAR J. DB. 3948, PG. 2644

84 SMITH GROVE BAPTIST CHURCH DB. 3948, PG. 2644

85 LUCAS, LAURIE A. AND LAURIE ANN DB. 3948, PG. 2644

86 ROBINSON, DENNIS W. AND TERESA M. DB. 3948, PG. 2644

87 ROBINSON, DENNIS W. AND TERESA M. DB. 3948, PG. 2644

88 ELLA, PALLETTE R. DB. 3948, PG. 2644

89 MOODY, BOOY RICHARD AND RACHELLE R. DB. 3948, PG. 2644

90 GUNN, ANTHONY JOHN DB. 3948, PG. 2644

91 BELLA, ANN DB. 3948, PG. 2644

92 FRAZIER, JOE W., JR. FRAZIER, JOANNE R. FOR JOJIE, W. DB. 3948, PG. 2644

93 FRAZIER, JOE W. DB. 3948, PG. 2644

94 FRAZIER, TERRY W. DB. 3948, PG. 2644

95 HOLLYDALE, CHURCH OF GOD AND SHARON L. DB. 3948, PG. 2644

96 BROOKS, ERNEST L. AND RAY W. DB. 3948, PG. 2644

97 REDDICK, CRAIG SR. L. AND KIRSTI R. DB. 3948, PG. 2644

98 HEDGECOCK, JOHN M. AND LORI I. DB. 5868, PG. 1999 ±19.74 AC

99 WELLS, KATHLEEN M. AND LA PATRY LEE W. PERRY DB. 5868, PG. 1999 ±19.74 AC

100 ROGERS, RICHARD D. AND SEAN O. DB. 3948, PG. 2644

101 GRAY, PAUL H. AND HOWARD ANN DB. 3948, PG. 2644

102 TUCKER, LONNIE L. AND CELESTE M. DB. 3948, PG. 2644

103 BO-OMEGA, ABRAHAM DB. 3948, PG. 2644

104 PARTNERSHIP, HOME AND MARY T. DB. 3948, PG. 2644

105 PARTNERSHIP, BEVERLY A. DB. 3948, PG. 2644

106 PARSONS, ANDREW T. AND RENEE H. DB. 3948, PG. 2644

107 PARTNERSHIP, BEVERLY A. DB. 3948, PG. 2644

108 PARTNERSHIP, BEVERLY A. DB. 3948, PG. 2644

109 BAER, RONALD J. AND JANE M. DB. 3948, PG. 2644

110 BAER, RONALD J. AND JANE M. DB. 3948, PG. 2644

111 JACKSON, THOMAS O. AND BRENDA L. DB. 4648, PG. 2644

112 HILL, GEORGE S. AND JACK K. DB. 3948, PG. 2644

113 DILLARD, WENDELL D. AND ANITA T. DB. 3948, PG. 2644

114 BLANKENSHIP, CLAUDE E. AND FRANCES ANNE DB. 3948, PG. 2644

115 MOORFIELD, JAMES W. AND ELAINE H. DB. 3948, PG. 2644

116 MOORFIELD, JAMES W. AND ELAINE H. DB. 3948, PG. 2644

117 MOORFIELD, JAMES W. AND ELAINE H. DB. 3948, PG. 2644

118 DOL, TOM O., DOL, KATHERINE P.HOOL, RICKY S. DOL, PATRICIA DB. 3948, PG. 2644

119 FINK, C. W., JR. FINK, JOHN U. FINK, REBECCA L. DB. 3948, PG. 2644

120 JOHNSON, RENEE C. AND CHERILONE DB. 3948, PG. 2644

121 PORE PROPERTIES, LLC DB. 3948, PG. 2644

122 CORNER, DAVID B. DB. 3948, PG. 2644

123 LOCKHART, ESTATE DB. 3948, PG. 2644

124 TEDDERS, GLEN CURTIS AND WAYNE H. DB. 3948, PG. 2644

125 NC DEPT. OF TRANSPORTATION DB. 3948, PG. 2644

126 NC DEPT. OF TRANSPORTATION DB. 3948, PG. 2644

127 BLACKWOOD, HOMER B. AND LEIN DB. 3948, PG. 2644

128 SANFORD, HERBERT N. SANFORD, PHYLLIS DB. 3948, PG. 2644

129 SANFORD, HERBERT N. SANFORD, PHYLLIS DB. 3948, PG. 2644

KEY

= OWNED UNDER CONTRACT

= EXISTING ACCESS POINT

= PROPOSED ACCESS POINT

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

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Civil Engineers and Land Planners
Post Office Box 1554
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Fax: (336) 274-1639
Registration Number: C-1234

MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

NO.	DATE	REVISION	BY

Date 11-12-12
Scale 1" = 300'
Sheet No. 1 OF 1
File No. 1

Transportation

November 6, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-11,350 South Land Holdings, LLC. Property located along the west side of Sandy Ridge Road.

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

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately six hundred and twenty (620) trips in the AM peak hour, six hundred and forty nine (649) trips in the PM peak hour and a total of 6,551 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Sandy Ridge Road.

Phase 1

Access

- This phase will take access through existing Joe Drive.
- No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

Improvements

- **Sandy Ridge Road @ Joe Drive**: The Developer shall construct a northbound left and a southbound right turn lane at this intersection. The Developer shall be responsible for a new traffic signal at this intersection when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System. The Developer shall widen Joe Drive to a minimum of forty (40) feet. At its intersection with Sandy Ridge Road, separate left and right turn lanes will be provided on Joe Drive.
- **Sandy Ridge Road @ Clinard Farms Road**: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection. Also construct a median on Sandy Ridge Road to allow southbound left turns onto Clinard Farms Road and prevent left turn movements onto Sandy Ridge Road out of Clinard farms Road.
- **Sandy Ridge Road @ Gallimore Dairy Road**: The Developer shall install a northbound right turn lane at this intersection. The Developer shall be responsible for a new traffic signal at this intersection when warranted. As part of the signal installation, the

Developer will be responsible for connecting the signal to the City of High Point Signal System. Also widen Sandy Ridge Road on the northbound approach to accommodate u-turns at this intersection. Provide a northbound u-turn lane on Sandy Ridge Road at this intersection. Also, construct a bulb-out to accommodate vehicles turning to go south on Sandy Ridge Road.

These improvements must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District (CZ-PDM)

October 1, 2012
(Submitted)

PUD Statement of Intent

The applicant has assembled approximately 431 acres of land north of the municipal boundaries of the City of High Point for annexation and rezoning to PDM District. Because of its proximity to Interstate 40 and Piedmont Triad International Airport, this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Center.

Because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. This application details those uses, describes the higher quality of development intended, and describes other conditions that would be applied.

It is also applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement for the tract.

**PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA**

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District
(CZ-PDM)

November 14, 2012
(Revised)

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

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. Any existing use(s) on the date of adoption of this ordinance which do not conform with the new zoning district, shall be considered a legal nonconforming use and subject to requirements of Section 9-4-17(b) (Nonconforming Situations - Nonconforming Use of Land).

C. The following land uses shall be permitted subject to the development and dimensional requirements of the Development Ordinance, the approved Master Plan, and the specific conditions listed in this ordinance.

1. Agricultural Uses
   a. Agricultural Production (crops)
   b. Agricultural Production (livestock))
   c. Animal Services (livestock)
   d. Fish Hatcheries
   e. Forestry
   f. Horticultural Specialties
   g. Veterinary Services (livestock)

2. Accessory Uses and Structures *(See Section 9-4-13 of Development Ordinance for additional requirements for accessory structures)*
   a. Accessory Uses and Structures (customary)
   b. Bulky Item Outdoor Display *(Phase I only)*
   c. Communication Towers (exceeding height limits of zoning district)
   d. Communication Towers (not exceeding height limits of zoning district)
   e. Livestock (as accessory to residential uses)
   f. Satellite Dishes/TV and Radio Antennae (Accessory)
   g. Swimming Pools

3. Recreational Uses
   a. Athletic Fields *(Phase I only)*
   b. Clubs or Lodges *(Phase I only)*
   c. Physical Fitness Centers (*(Phase I only)*
   d. Public Parks *(Phase I only)*
   e. Public Recreation Facilities *(Phase I only)*
   f. Sports & Recreation Clubs, Indoor *(Phase I only)*
   g. Swim and Tennis Clubs *(Phase I only)*

4. Educational & Institutional Uses
   i. Ambulance Services *(Phase I only)*
   ii. Auditoriums, Coliseums, or Stadiums (capacity < 100) *(Phase I only)*
   iii. Auditoriums, Coliseums, or Stadiums (capacity > 100) *(Phase I only)*
   iv. Day Care Centers, Adult (29 or less) *(Phase I only)*
   v. Day Care Centers, Adult (30 or more) *(Phase I only)*
   vi. Day Care Centers, Child (29 or less) *(Phase I only)*
   vii. Day Care Centers, Child (30 or more) *(Phase I only)*
   viii. Fire Stations *(Phase I only)*
   ix. Government Offices *(Phase I only)*
   x. Libraries *(Phase I only)*
   xi. Museums or Art Galleries *(Phase I only)*
   xii. Police Stations, Neighborhood *(Phase I only)*
   xiii. Post Offices *(Phase I only)*

5. Business, Professional & Personal Services
   a. Accounting, Auditing, or Bookkeeping *(Phase I only)*
   b. Administrative or Management Services *(Phase I only)*
   c. Advertising Agencies or Representatives *(Phase I only)*
   d. Advertising Services, Outdoor *(Phase I only)*
   e. Automobile Rental or Leasing *(Phase I only)*
   f. Automobile Repair Services, Minor *(Phase I only)*
   g. Automobile Parking (commercial) *(Phase I only)*
   h. Banks, Savings & Loans, or Credit Unions *(Phase I only)*
   i. Barber Shops *(Phase I only)*
   j. Beauty Shops *(Phase I only)*
   k. Building Maintenance Services *(Phase I only)*
   l. Business Incubators *(Phase I only)*

m. Computer Maintenance and Repairs *(Phase I only)*
n. Computer Rental and Leasing *(Phase I only)*
o. Computer Services *(Phase I only)*
p. Economic, Socio., or Educational Research *(Phase I only)*
q. Employment Agencies, Personnel Agencies *(Phase I only)*
r. Engineering, Architect, or Survey Services *(Phase I only)*
s. Equipment Rental & Leasing (no outside storage) ((*(Phase I only)*
t. Equipment Repairs, Light *(Phase I only)*
u. Finance or Loan Offices *(Phase I only)*
v. Funeral Homes or Crematoriums *(Phase I only)*
w. Furniture Repair Shops *(Phase I only)*
x. Hotels or Motels *(Phase I only)*
y. Insurance Agencies (no on-site claims inspections) *(Phase I only)*
z. Insurance Agencies (carriers/on-site claims) *(Phase I only)*
aa. Landscape and Horticultural Services *(Phase I only)*
bb. Laundry or Dry Cleaning Plants (*(Phase I only)*
cc. Laundry or Dry Cleaning Substations *(Phase I only)*
dd. Law Offices *(Phase I only)*
ee. Medical, Dental or Related Offices *(Phase I only)*
ff. Medical or Dental Laboratories *(Phase I only)*
gg. Medical Equipment Rental and Leasing *(Phase I only)*
hh. Motion Picture Productions *(Phase I only)*
ii. Noncommercial Research Organizations *(Phase I only)*
jj. Office Uses Not Otherwise Classified *(Phase I only)*
kk. Pest or Termite Control Services *(Phase I only)*
ll. Photocopying and Duplicating Services *(Phase I only)*
mm. Photofinishing Laboratories *(Phase I only)*
nn. Photography, Commercial *(Phase I only)*
oo. Photography Studios *(Phase I only)*
pp. Real Estate Offices *(Phase I only)*
qq. Refrigerator or Large Appliance Repairs *(Phase I only)*
rr. Rehabilitation or Counseling Services *(Phase I only)*
ss. Research, Development or Testing Services *(Phase I only)*
tt. Shoe Repair or Shoeshine Shops *(Phase I only)*
uu. Stock, Security or Commodity Brokers *(Phase I only)*
vv. Tanning Salons *(Phase I only)*
ww. Television, Radio, or Electronic Repairs *(Phase I only)*
xx. Travel Agencies *(Phase I only)*
yy. Truck & Utility Trailer Rental and Leasing, Light (Phase II only)
zz. Truck & Utility Trailer Rental and Leasing, Heavy (Phase II only)
aaa. Veterinary Service (Other) *(Phase I only)*
bbb. Vocational, Business or Secretarial Schools *(Phase I only)*
ccc. Watch or Jewelry Repair Shops *(Phase I only)*
ddd. Wireless Communication Business *(Phase I only)*

6. Retail Trade Uses
   a. Bars *(Phase I only)*
   b. Bars (capacity > 100 persons) *(Phase I only)*
   c. Caterers *(Phase I only)*
   d. Computer Sales *(Phase I only)*
   e. Garden Centers or Retail Nurseries *(Phase I only)*
   f. Newsstands *(Phase I only)*
   g. Office Machine Sales *(Phase I only)*
   h. Restaurants (no drive-thru) & Banquet Hall *(Phase I only)*
   i. Restaurants (serving mixed alcoholic beverage) *(Phase I only)*

7. Wholesale Trade Uses
   a. Agricultural Products, Other
   b. Apparel, Piece Goods and Notions *(Phase I only)*
   c. Beer/Wine/Distilled Alcoholic Beverages *(Phase I only)*
   d. Books, Periodicals and Newspapers *(Phase I only)*
   e. Drugs and Sundries *(Phase I only)*
   f. Durable Goods, Other *(Phase I only)*
   g. Electrical Goods *(Phase I only)*
   h. Farm Supplies, Other
   i. Flowers, Nursery Stock & Florists Supplies
   j. Forest Products *(Phase I only)*
   k. Furniture and Home Furnishings *(Phase I only)*
   l. Groceries and Related Products *(Phase I only)*
   m. Hardware *(Phase I only)*
   n. Jewelry, Watches, Precious Stones & Metals *(Phase I only)*
   o. Lumber and Millwork *(Phase I only)*
   p. Lumber and Other Construction Materials *(Phase I only)*
   q. Machinery, Equipment, and Supplies *(Phase I only)*
   r. Metals *(Phase I only)*
   s. Motor Vehicle Parts and Supplies *(Phase I only)*
   t. Motor Vehicle Tires and Tubes *(Phase I only)*
   u. Nondurable Goods *(Phase I only)*
   v. Paints and Varnishes *(Phase I only)*
   w. Paper and Paper Products *(Phase I only)*
   x. Plastics Materials *(Phase I only)*
   y. Plumbing and Heating Equipment *(Phase I only)*
   z. Professional & Comm. Equipment & Supplies *(Phase I only)*
   aa. Sporting & Recreational Goods & Supplies *(Phase I only)*
   bb. Tobacco and Tobacco Products *(Phase I only)*
   cc. Toys and Hobby Goods and Supplies *(Phase I only)*
   dd. Wallpaper and Paint Brushes *(Phase I only)*

8. Transportation, Warehousing and Utilities Uses
   a. Bulk Mail and Packaging *(Phase I only)*
   b. Bus Terminals *(Phase I only)*

c. Communication or Broadcasting Facilities *(Phase I only)*
d. Communication Towers (exceeding height limits of zoning district)
e. Communication Towers (not exceeding height limits of zoning district)
f. Courier Services, Central Facility *(Phase I only)*
g. Courier Service Substations *(Phase I only)*
h. Demolition Debris Landfills, Minor *(Phase I only)*
i. Heliports *(Phase I only)*
j. Moving and Storage Services *(Phase I only)*
k. Utility Company Offices *(Phase I only)*
l. Utility Lines and Related Appurtenances
   - Distribution Poles, Transmission Poles & Towers
   - Other
m. Utility Service Facilities
n. Warehouses (general storage/enclosed) and Distribution Centers*(Phase I only)*

9. Manufacturing and Industrial Uses
   a. Apparel and Finished Fabric Products *(Phase I only)*
   b. Arms and Weapons *(Phase I only)*
   c. Audio, Video and Communications Equipment *(Phase I only)*
   d. Bakery Products *(Phase I only)*
   e. Beverage Products (nonalcoholic) *(Phase I only)*
   f. Bicycle Assembly *(Phase I only)*
   g. Bicycle Parts and Accessories *(Phase I only)*
   h. Brooms and Brushes *(Phase I only)*
   i. Burial Caskets *(Phase I only)*
   j. Coffee *(Phase I only)*
   k. Computer and Office Equipment *(Phase I only)*
   l. Contractors (no outside storage) *(Phase I only)*
   m. Costume Jewelry and Notions *(Phase I only)*
   n. Dairy Products *(Phase I only)*
   o. Drugs *(Phase I only)*
   p. Electrical Industrial Apparatus, Assembly *(Phase I only)*
   q. Electrical Industrial Apparatus, Manufac. *(Phase I only)*
   r. Electrical Components *(Phase I only)*
   s. Electrical Equipment *(Phase I only)*
   t. Fabricated Valve and Wire Products *(Phase I only)*
   u. Fats and Oils, Plant *((Phase I only)*
   v. Food and Related Products, Miscellaneous *(Phase I only)*
   w. Furniture Framing *(Phase I only)*
   x. Furniture and Fixtures Assembly *(Phase I only)*
   y. Furniture and Fixtures *(Phase I only)*
   z. Glass Products from Purchased Glass *(Phase I only)*
   aa. Grain Mill Products *(Phase I only)*
   bb. Heating Equipment and Plumbing Fixtures *(Phase I only)*
   cc. Household Appliances *(Phase I only)*
   dd. Ice *(Phase I only)*

ee. Industrial and Commercial Machinery *(Phase I only)*
ff. Jewelry and Silverware (no plating) *(Phase I only)*
gg. Leather and Leather Products (no tanning) *(Phase I only)*
hh. Lighting and Wiring Equipment *(Phase I only)*
ii. Manufactured Housing and Wood Buildings *(Phase I only)*
jj. Measurement, Analysis & Control Instruments*(Phase I only)*
kk. Medical, Dental and Surgical Equipment *(Phase I only)*
ll. Metal Fasteners (screws, bolts, etc.) *(Phase I only)*
mm. Metal Processing *(Phase I only)*
nn. Millwork, Plywood and Veneer *(Phase I only)*
oo. Musical Instruments *(Phase I only)*
pp. Paperboard Containers and Boxes *(Phase I only)*
qq. Pens and Art Supplies *(Phase I only)*
rr. Pharmaceutical Preparations *(Phase I only)*
ss. Photographic Equipment *(Phase I only)*
tt. Photographic Supplies *(Phase I only)*
uu. Pottery and Related Products *(Phase I only)*
vv. Preserved Fruits & Vegetables (no can mfg.) *(Phase I only)*
ww. Printing and Publishing *(Phase I only)*
xx. Rubber and Plastics, Miscellaneous *(Phase I only)*
yy. Signs *(Phase I only)*
zz. Soaps and Cosmetics *(Phase I only)*
aaa. Sporting Goods and Toys *(Phase I only)*
bbb. Sugar and Confectionery Products *(Phase I only)*
ccc. Textile Products (no dyeing & finishing) *(Phase I only)*
ddd. Textile Products (with dyeing & finishing*(Phase I only)*
eee. Wood Containers *(Phase I only)*

10. <u>Other Uses</u>
    a. Automotive Parking (subj. to Sec. 9-5-6)
    b. High Mast Outdoor Lighting > 50' in ht.
    c. Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
    d. Storage Containers, Portable (accessory use)
    e. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
        - Arts and Crafts Shows
        - Carnivals and Fairs
        - Christmas Tree Sales
        - Concerts, Stage Shows
        - Conventions, Trade Shows
        - Outdoor Religious Events
        - Turkey Shoots

Part II. CONDITIONS:

A. Development and Dimensional Requirements:

1) Building Standards

a. Facades: The façade(s) of principal buildings, or any addition or alteration to a principal building, shall comply with the following standards:

i. Front Façade: Facades fronting or facing a street, or meeting the definition of a front facade, shall incorporate some combination of arcades, arches, blind arches, awnings, columns, medallions, windows, false windows, cornice or decorative roofline trim, decorative entry areas or other architectural features so as to create visual interest and facade relief. Such features shall be incorporated in the total linear distance of the facade, and these features shall be interspersed throughout the length of the facade so as to best achieve a facade design that has visual interest and a high quality of appearance. Decorative painting of the facade or foundation landscaping may be incorporated into facade design to meet this requirement but shall not be deemed sufficient when used alone to fulfill the entirety of this requirement. Facades shall be constructed of material as provided in section (b) below (Building Materials). Buildings located on a comer lot that face two or more streets shall construct all facades that face those streets to the above standards.

ii. Interior side walls: The first 20 percent, up to a total of 60 feet, of any interior side wall (wall not facing a street) shall have the same facade treatment (including architectural features) and building material as the front facade,

iii. Windows: Windows that are flush to the facade may be used but shall not be counted toward the requirements of this section unless accompanied by further architectural embellishments that enhance the facade appearance, including, but not limited to, facades with recessed windows and visually prominent sills, lintels or other such forms of framing and trim.

b. Building Materials.

i. The front facade shall not consist of or have the appearance of metal siding, plain concrete block, or vinyl siding. Materials such as brick, stone, textured concrete block or materials of a similar nature shall be used in front facades,

ii. The use of high intensity colors, metallic colors, black or fluorescent colors on any facade is prohibited. All facade colors shall be of low reflectance, subtle, neutral, or earth tone colors. Building trim and accent areas may feature brighter colors or black; however, neon tubing shall not be an acceptable feature for building trim or accent elements.

Roof colors shall be low reflectance and non-metallic. This provision includes all building facades, both treated and untreated.

c. Loading docks.

i. Loading docks shall not be located on the front facade, or comer side facade of a building, except as provided below.

ii. Loading docks located on the side facade of any building shall be located to the rear of the front wall of the building a length equal to 20 percent of the length of the side wall, although this length shall not be required to exceed 60 feet; except as provided in section c. 5 below.

iii. A loading dock may be located on a corner side facade of a building provided that the facade does not front a major or minor thoroughfare. Such a loading dock shall be located on the facade that fronts the street of lower classification where applicable. The portion of such a comer facade that is occupied by loading docks shall not be required to provide architectural features as required in section a.l (Facade Treatment), although shall meet the building material standards of section b (Building Materials)..

iv. All loading docks shall be screened from view from any street at a height of six (6) feet above ground level, as seen from the centerline of any adjacent street. Existing or newly planted vegetation, opaque or solid fencing, masonry walls, earthen berms or mounds, other structures or any combination thereof may be used to achieve an effective screen. Plantings used as screening material shall be of such variety and size as to obscure at least 50 percent of the desired view at the time of planting, as determined by the Enforcement Officer. The design and content of required screening shall be included with required landscaping plans for review and approval by the Enforcement Officer.

v. A loading dock may be located within the front 20 percent of a sidewall only if a wing-wall or other architectural or building feature is provided that filters the views of the loading dock. Such a wall or other building feature shall provide visual interest and maintain the visual quality and character of the front façade. While such a wall or other building feature shall not be required to entirely screen the applicable loading dock, it shall screen at least 50 percent of the view of the loading dock as seen from the street, as well as provide architectural elements that attempt to draw the viewers attention to the wall or other building feature instead of the visible portions of the loading dock.

2) Site Layout

a. Greenway/Pedestrian Circulation Plan

i. A Pedestrian Circulation Plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.

ii. Sidewalks and marked pedestrian crossings in parking areas shall be provided so as to connect all principal buildings except as approved for modification by the Technical Review Committee. Any such crossing in a parking area shall be exclusive of a parking space. Sidewalks should also link greenway trails, pedestrian amenities and any potential future transit locations.

iii. It is the intent of this conditional zoning ordinance that open space shall be provided to the extent feasible and reasonable. Each site plan shall depict how open space has been preserved, where feasible. The open space shall be connected where possible, with greenways, greenway trails or other paths. At a minimum, greenways as shown on the 2012 version of the High Point Greenway Plan shall be dedicated.

b. Screening of equipment (ground or roof mounted) and outdoor storage or use:
   i. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, and loading or service areas not addressed in section c. (Loading Docks), mechanical or electrical equipment, or other unsightly building appurtenances. Dumpsters shall be screened in accordance with section 9-5-1(d) (Screening) of the Development Ordinance.

c. Outdoor storage (i) shall not cover an area greater than 25% of ground floor of principal building(s); (ii) shall be located between the building and rear property line; and (iii) shall be fully screened from ground level view from adjacent properties and public and private streets.

d. Outside manufacturing, processing, or assembly shall not be permitted.

e. Building Coverage: Complying with any of the following criteria shall result in an increase in 5% of maximum building coverage per tract for each criterion met.
   i. The property owner supplies additional plantings by providing canopy and understory trees at double the rate listed in Development Ordinance (Table 5-11-2 Planting Yard Rate Chart) in all required planting yards. While any existing trees that are retained in the planting yards may still reduce the number of trees provided by the developer to meet the initial planting rate, the secondary or additional tree count shall be calculated regardless of existing trees retained in such yards. The species of these trees shall be selected from the preferred species list as provided in the Appendix of the Development Ordinance (Recommended Plant Materials List) or as approved by the Planning and Development Department. Any of the trees provided under this provision that cannot be planted in the peripheral or street yards due to space restrictions may

be planted elsewhere on the site. Upon approval from the City of High Point such trees may be donated to the city if it is determined that planting them on the property will not further improve the landscaping of the site.

ii. Parking is not located between the front building line of a principal building and the street.

iii. The building design of the principal building qualifies for Leadership in Energy & Environmental Design (LEED) certification as administered by the U.S. Green Building Council.

iv. At least 50 percent of the provided parking within a parking structure is located under the principal building or similar structure, or underground.

f. Dimensional Standards – Phase I

i. Lots standards

Minimum lot size	30,000 sq. ft
Minimum Lot width	150 feet
Minimum street frontage	100 feet

ii. Setbacks:

Sandy Ridge Road	50 feet from property line or 95 feet from the centerline of the right of way, whichever is greater.
All other streets	15 feet
Adjacent to Non-Residential Zoning	20 feet (may be reduced to 10 ft. subject to meeting setback reduction condition)
Adjacent to Residential Zoning	50 feet
Setback Reduction: The minimum interior setback adjacent to non-residential zoning may be reduced to 10 feet, provided that either one of the interior side lot lines or the street yard is planted as at least a C yard.	
Maximum building coverage	50% (may be increased to subject to meeting building coverage condition)

g. Dimensional Standards – Phase II

Permitted Agricultural (AG) Districts land uses, and their customary accessory uses, shall be subject to development and dimensional requirements of the AG District and requirements of the Development Ordinance.

B. Landscaping, Buffers and Screening.

1). Planting Yard Width and Rate:

Landscaping (along Sandy Ridge Road frontage of the zoning site)

a. Foundation plantings shall be included in landscape designs along building facades facing Sandy Ridge Road.

b. Developments along the Sandy Ridge Road frontage of the zoning site shall install, at minimum, a Type C planting yard.

C. Transportation Conditions.

1. General

All transportation improvements and conditions recommended by the Traffic Impact Analysis prepared by Davenport Transportation Engineering shall be incorporated into the applicant's site plan and made a condition of this district.

2. Phase 1

a. Access

i. This phase will take access through existing Joe Drive.

ii. No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

b. Improvements

i. Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection. The Developer shall be responsible for a new traffic signal at this intersection when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System. The Developer shall widen Joe Drive to a minimum of forty (40) feet. At its intersection with Sandy Ridge Road, separate left and right turn lanes will be provided on Joe Drive.

ii. Sandy Ridge Road @ Clinard Farms Road**:** The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection. Also, construct a median on Sandy Ridge Road to allow southbound left turns onto Clinard Farms Road and prevent left turn movements onto Sandy Ridge Road out of Clinard Farms Road.

iii. Sandy Ridge Road @ Gallimore Dairy Road**:** The Developer shall install a northbound right turn lane at this intersection. The Developer shall be responsible for a new traffic signal at this intersection when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System. Also, widen Sandy Ridge Road on the northbound approach to accommodate U-turns at this intersection. Provide a northbound U-turn lane on Sandy Ridge Road at this intersection. Also, construct a bulb-out to accommodate vehicles turning to go south on Sandy Ridge Road. These improvements must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

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

DESCRIPTION OF PROPERTY: Approximately 431 acres, consisting of multiple parcels, lying south of I-40; west of Sandy Ridge Road; east of Bunker Hill Road and north of Bame Road. The property is also known as Guilford County Tax Parcels.

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

350 South Land Holding (Phase 1) – Transportation Impact Analysis
Guilford County, NC
Prepared for 350 South Land Holding, LLC
November 8, 2012

Executive Summary

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road along Joe Drive in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1 million square feet of warehousing and 450,000 square feet of industrial park. The parcel information area map proposes access from Joe Drive (see Figure 1 of the report).

Davenport Transportation Consulting (DTC) was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of the new development traffic. The following intersections were included in the study:

- Sandy Ridge Road at I-40 Westbound Ramps
- Sandy Ridge Road at I-40 Eastbound Ramps
- Sandy Ridge Road at Gallimore Dairy Road
- Sandy Ridge Road at Clinard Farms Road
- Sandy Ridge Road at Joe Drive
- Sandy Ridge Road at Johnson Street

This intersection was analyzed during AM (7-9 am) and PM (4-6 pm) peaks for the following conditions:

- 2012 Base Conditions
- 2017 Future No-build Conditions
- 2017 Future Build Conditions (with improvements as necessary)

The City of High Point (COHP) and North Carolina Department of Transportation (NCDOT) were contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the developer, 350 South Land Holding, LLC.

Level of Service Results

The results of the study are discussed by intersection below:

Sandy Ridge Road at I-40 Westbound Ramps

This signalized intersection currently operates at LOS B in the AM peak and LOS C in the PM peak. In 2017 future no build conditions, LOS B is expected in the AM peak and LOS C in the PM peak. However, our Sim Traffic simulation shows that the northbound left turn movement and the westbound right turn movement operate with long queues and congestion during the study peaks. This indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS B is expected in the AM peak and LOS D in the PM peak. Additionally, the traffic simulation shows queuing issues at this intersection.

The following improvements are needed in order to mitigate background traffic conditions:

- Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane
- Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper
- Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road
- Upgrade traffic signal accordingly

With these improvements in place, the anticipated queues will be contained within storage bays.

Sandy Ridge Road at I-40 Eastbound Ramps

This signalized intersection currently operates at LOS D in existing AM and PM peaks. In 2017 future no build conditions, LOS E is expected in the AM and PM peaks. Traffic simulation also reveals unacceptable queues on the eastbound approach of the I-40 Eastbound Ramp. This condition is mainly due to heavy traffic volumes and indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS E and LOS F are expected in the AM and PM peaks, respectively, with queuing issues on all approaches.

We have identified the following improvements needed in order to mitigate background traffic conditions:

- Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper
- Provide a northbound right turn lane with 150 feet of storage and appropriate taper
- Upgrade traffic signal accordingly

With the addition of this development's traffic, we have identified the following additional improvements:

- Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp
- Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper

With these improvements in place, the intersection will improve to LOS D in the AM peak and LOS C in the PM peak.

Sandy Ridge Road at Gallimore Dairy Road

This unsignalized intersection currently operates at LOS D in AM and PM peaks. In 2017 future no build conditions, LOS D/F is expected in AM/PM peaks, respectively. The LOS F condition is mainly due to lack of sufficient gaps for left turn movements from the minor approach, and is the result of heavy traffic volumes on Sandy Ridge Road. With the addition of site traffic, LOS F is expected in AM and PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Signalize intersection
- Provide northbound u-turn lane on Sandy Ridge Road with 150 feet of storage and appropriate taper

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. With these improvements in place, the level of service is expected to improve to LOS B in AM and PM peaks.

Sandy Ridge Road at Clinard Farms Road

This unsignalized intersection currently operates at LOS C in the AM and PM peaks. In 2017 future no build conditions, LOS D/E is expected in AM/PM peaks. With the addition of site traffic, LOS F is expected in AM and PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper
- Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. These improvements are expected to improve the level of service to LOS E in the AM peak and LOS C in the PM peak. Drivers seeking to make a westbound left turn onto Sandy Ridge Road will be able to turn right and make a u-turn at the proposed traffic signal at Gallimore Dairy Road.

Sandy Ridge Road at Joe Drive

This unsignalized intersection currently experiences LOS B and LOS C in AM and PM peaks, respectively. In 2017 future no build conditions, LOS B is expected in the AM peak and LOS C in the PM peak. With the addition of proposed site traffic, LOS F is expected in AM and PM peaks. In order to improve the level of service, the following improvements are recommended:

- Signalize intersection
- Provide southbound right turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper
- Provide northbound left turn lane on Sandy Ridge Road with 300 of storage and appropriate taper
- Provide eastbound right turn lane on Joe Drive with 200 feet of storage and appropriate taper

With these improvements in place, LOS C is expected in AM and PM peaks.

Sandy Ridge Road at Johnson Street

This unsignalized intersection operates at LOS F and LOS C during existing AM and PM peaks, respectively. This LOS F condition is due to lack of sufficient gaps for left turning vehicles from the stop-controlled approach, and is the result of heavy traffic volumes on Sandy Ridge Road. This indicates that improvements are needed at this intersection, regardless of the proposed development. In 2017 future no build conditions, the level of service is expected to remain unchanged. With the addition of site traffic, LOS F is expected in the AM peak and LOS E in the PM peak. We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

Level of Service Summary

Table A below summarizes the results of the level of service analysis:

Table A - Level of Service Summary				
AM peak	2012 Existing	2017 Future No Build	2017 Future Build	2017 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	B (14.2)	B (15.5)	B (16.4)	
Sandy Ridge Road at I-40 Eastbound Ramps	D (42.1)	E (58.7)	E (78.2)	D (36.4)
Sandy Ridge Road at Gallimore Dairy Road	D (25.7) WB Approach	D (31.6) WB Approach	F (348.1) WB Approach	B (16.6) Signalized
Sandy Ridge Road at Clinard Farms Road	C (24.6) WB Approach	D (34.0) WB Approach	F (665.8) WB Approach	E (39.2) WB Right
Sandy Ridge Road at Joe Drive	B (13.3) EB Approach	B (14.4) EB Approach	F (294.9) EB Approach	B (15.5) Signalized
Sandy Ridge Road at Johnson Street	F (53.5) EB Approach	F (107.7) EB Approach	F (348.7) EB Approach	
PM Peak	2012 Existing	2017 Future No Build	2017 Future Build	2017 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	C (20.6)	C (24.0)	D (42.8)	
Sandy Ridge Road at I-40 Eastbound Ramps	D (40.2)	E (67.4)	F (122.0)	C (20.1)
Sandy Ridge Road at Gallimore Dairy Road	D (34.7) WB Approach	F (58.2) WB Approach	F (426.6) WB Approach	B (18.3) Signalized
Sandy Ridge Road at Clinard Farms Road	C (27.7) WB Approach	E (44.8) WB Approach	F (378.1) WB Approach	C (21.3) WB Right
Sandy Ridge Road at Joe Drive	C (15.9) EB Approach	C (17.2) EB Approach	F (522.3) EB Approach	C (25.7) Signalized
Sandy Ridge Road at Johnson Street	C (19.0) EB Approach	C (22.5) EB Approach	E (40.4) EB Approach	
LOS (delay in seconds) Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay				

Summary and Conclusion

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road at Joe Drive in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1 million square feet of warehousing and 450,000 square feet of industrial park. The site plan proposes access from Joe Drive. Figure 1 of the report shows the parcel information area map. Based on the ITE Trip Generation Manual, this site has a trip generation potential of 6,551 daily trips.

DTC was retained to determine the potential traffic impacts of the proposed 350 South Landing development and the transportation improvements that may be required to accommodate these impacts. The recommended improvements are summarized in Table B and in Figure 9 of the report.

We have identified background improvements at the interchange of I-40 and Sandy Ridge Road, which are needed to mitigate background traffic conditions, regardless of the proposed development. These include restriping the northbound approach of Sandy Ridge Road at the I-40 Westbound Ramps to provide two (2) left turn lanes and widening the on-ramp to accommodate dual left turn lanes. At the intersection of Sandy Ridge Road and I-40 Eastbound Ramps, we recommend restriping the eastbound right turn lane as a combined left/through/right lane and restriping the southbound left turn lane for 400 feet of storage. In addition, we have recommended an eastbound right turn lane on the I-40 Eastbound off-ramp with 350 feet of storage and a northbound left turn lane with 150 feet of storage on Sandy Ridge Road.

At the intersections of Sandy Ridge Road at Gallimore Dairy Road and Clinard Farms Road, we have recommended installing a traffic signal at Gallimore Dairy Road and reconfiguring Clinard Farm Road to left-over access (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road. We also recommend constructing a northbound u-turn lane on Sandy Ridge Road at Gallimore Dairy Road and a southbound left turn lane at Clinard Farms Road. Drivers seeking to turn left from Clinard Farms Road onto Sandy Ridge Road will be able to turn right and make a u-turn at the traffic signal at Gallimore Dairy Road. These improvements will improve traffic mobility at the two intersections. Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road at these intersections.

At the intersection of Sandy Ridge Road and Joe Drive, we recommend installing a traffic signal and providing auxiliary left and right turn lanes. With these improvements, LOS C is expected in AM and PM peaks. Finally, the intersection of Sandy Ridge Road and Johnson Street should be monitored for signalization when warranted.

In conclusion, this study has determined the potential traffic impacts of this development and identified transportation improvements that will be required to accommodate the impacts of both background traffic and new development traffic. The above recommendations should be constructed to comply with NCDOT Policy on Street and Driveway Access to North Carolina Highways and City of High Point Driveway Manual where applicable.

Table B – Recommended Improvements Summary	
Sandy Ridge Road at I-40 Westbound Ramps	***Note that these improvements are necessary regardless of whether the proposed project is built:*** • Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane • Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper • Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road • Upgrade traffic signal accordingly
Sandy Ridge Road at I-40 Eastbound Ramps	• Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp • Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper ***Note that the following improvements are necessary regardless of whether the proposed project is built:*** • Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper • Provide a northbound right turn lane with 150 feet of storage and appropriate taper • Upgrade traffic signal accordingly
Sandy Ridge Road at Gallimore Dairy Road	• Signalize intersection • Provide northbound u-turn lane on Sandy Ridge Road with 150 feet of storage and appropriate taper • Per City of High Point ordinance, a northbound right turn lane will be required on Sandy Ridge road
Sandy Ridge Road at Clinard Farms Road	• Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited) • Per City of High Point ordinance, a northbound right turn lane will be required on Sandy Ridge road
Sandy Ridge Road at Joe Drive	• Signalize intersection • Provide southbound right turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Provide northbound left turn lane on Sandy Ridge Road with 300 of storage and appropriate taper • Provide eastbound right turn lane on Joe Drive with 200 feet of storage and appropriate taper
Sandy Ridge Road at Johnson Street	• We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

Citizens Information Meeting Report
Zoning Case 12-11

Submitted by: Tom Terrell on behalf of 350 South Land Holding, LLC.

SMITH MOORE LEATHERWOOD

MEMORANDUM

TO: **Herb Shannon**

FROM: **Thomas E. Terrell, Jr.**

DATE: **October 31, 2012**

RE: **Report of 350 South Neighborhood Meeting**

Herb,

I am please to provide this report of the 350 South Land Holding, LLC neighborhood meeting.

Meeting Date and Place

The meeting was held 4:30 – 7:30, Wednesday October 17th at the Sandy Ridge Community Center. The meeting spanned three hours to maximize opportunities when neighbors could attend and to increase time for one-on-one discussions.

Method of Communication

Neighbors were sent two mailings. The first mailing dated October 4th is attached. It announced the project and included the two attached maps (in color) which showed the property included in the annexations as well as the phasing. The letter provided my direct office line and invited neighbors to call me with questions. I had approximately 8-9 calls. None of them were unfavorable. Most wanted either to sell their property or just wanted more information.

The second mailing dated October 10 (attached) announced the meeting date and place. In this letter I provided both my direct office line as well as my cell phone.

Attending for 350 South

Tom Terrell – legal counsel
Frank Amenya – Davenport Transportation
Bob Dischinger – civil engineer
Jeff Mott – 350 South representative
Bob Mays – consultant

Concerns Raised at Meeting

Thirty-five people signed in. The list is attached. In 27 years practicing land use law it was one of the most enjoyable neighborhood meetings I have attended.

It became apparent that a few people were agitated because they thought that they were going to be annexed. Once they learned otherwise, they were OK with the project. In fact, had the information letters clearly explained that no one else's land was annexed and had explained why some non-project areas had a color code (colors indicated the zoning status), the number of attendees might have been cut in half.

Several neighbors wanted to know about the future widening of Sandy Ridge Road and described how bad the traffic is at present. Others wanted to know if they would have access to water and sewer. We had several questions about the types of businesses that would locate there. A couple of neighbors wanted to sell their properties to 350 South. Some were just curious and thought they would come to see what they could learn. Nobody came to persuade us that the project was a bad idea or to tell us that it would ruin the rural nature of the area, which surprised us.

SMITH MOORE LEATHERWOOD

October 4, 2012

Joe And Joann Frazier
2313 Sandy Ridge Rd
Colfax, NC 27235

Dear Mr. and Mrs. Frazier,

I represent 350 South Land Holdings, LLC which owns or has optioned over 400 acres between Sandy Ridge Road, Bunker Hill Road and I-40.

350 South wanted you to hear from it first that it has asked the City of High Point to annex those properties and to extend sewer lines. The attached map shows the properties which are part of this annexation request.

An application for rezoning to a Planned Unit Development – Mixed district (PUD-MX) has also been filed. Although the list of allowed uses is broad and anticipates some retail uses closer to I-40, it is 350 South's intention to create a first-class development for corporate headquarters and light industrial uses.

These applications are consistent with the long-term growth plans adopted by the City of High Point (the Northwest Area Plan). These plans do not call for involuntary annexations. They do, however, create a road map for high quality development if citizens voluntarily request annexation.

In a few days we will contact you again letting you know a time and place where all neighbors can stop by for detailed information and ask questions.

The first public hearing will be at the City of High Point Planning and Zoning Commission on October 23rd. In the meantime, if you have any questions, I invite you to call me at my law office. My direct line is 336-378-5412.

Sincerely yours,

Thomas E. Terrell, Jr.

TET/ths
Enclosure

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

ANNEXATION MAP

Date: 10-02-12
Scale: 1" = 300'
Sheet: 1 OF 1
File No.: 1

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Moon
Phone: 336-855-7030 Fax: 336-855-7438

Engineering, Inc.

Interstate 40
Piedmont Triad Farmers Market
Typer Road
National Service Road
Dairy Rich Drive
Gallimore Dairy Road
Cline'd Farms Road
Rose Haven Road
Sandy Ridge Road
Joe Drive
Johnson Street-Sandy Ridge Road
Endicott Road
Landale Road
Norcross Road
Blackstone Drive
Adkins Road
Stapler Road
Old Meadow Lane
Boylston Road
S Bunker Hill Road
West Fork Deep River

GRAPHIC SCALE

ANNEXATION REQUEST OWNERS

ADJACENT PROPERTY OWNERS

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

MASTER PLAN

Date: 10-02-12
Scale: 1" = 300'
Sheet No.: OF 1
File No.:

PREPARED FOR:
330 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Melton
Phone: 336-855-7030 Fax: 336-855-7438

Engineering, Inc.

GRAPHIC SCALE

ZONING REQUEST OWNERS

ADJACENT PROPERTY OWNERS

Interstate 40
Piedmont Triad Farmers Market
Tyner Road
National Service Road
Dairy Fort Drive
Gallimore Dairy Road
Clinard Farms Road
Johnson Street-Sandy Ridge Road
Endicott Road
Lakeside Road
Backstone Drive
Adkins Road
Joe Drive
Sandy Ridge Road
Old Mayfair Lane
Boylston Road
West Fork Deep River
S. Bunker Hill Road
PHASE 2
PHASE 1

SMITH MOORE LEATHERWOOD

October 10, 2012

Dear Neighbor,

A few days ago I sent you a letter regarding a proposed rezoning and annexation in your general area. Thanks to the many people who have called to ask questions. I apologize that the map enclosed was too small to read clearly.

This coming Wednesday, October 17, 2012, 350 South Land Holdings and its representatives and engineers will be at the Sandy Ridge Community Center on Joe Drive from 4:30 to 7:30 to answer your questions and provide as much information as is available. You do not need to come for the entire time. Please feel free to drop in and leave at a time convenient to your schedule during these hours.

We will have much larger maps for you to study. This is not a closed meeting, and anyone in the community may attend.

Also, please note that the hearing date for the Planning and Zoning Commission has been changed to November 13th. You will receive a notice from the city regarding the time and place of that meeting.

Again, please call me if you have any questions. My direct office number is 336-378-5412. My cell is 336-847-2000.

Sincerely,

SMITH MOORE LEATHERWOOD LLP

Thomas E. Terrell, Jr.

TET/ths

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CITY OF HIGH POINT
NORTH CAROLINA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDING JUNE 30, 2012

CENTRAL AND WELL-CONNECTED

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2012

CITY COUNCIL

REBECCA R. SMOTHERS…… MAYOR
M. CHRISTOPHER WHITLEY…... MAYOR PRO-TEMPORE
LATIMER B. ALEXANDER IV…… AT- LARGE
BRITT W. MOORE……. AT- LARGE
BERNITA SIMS……... WARD 1
FOSTER DOUGLAS……... WARD 2
MICHAEL D. PUGH……... WARD 3
A.B. HENLEY, III…….……... WARD 4
JAMES COREY……... WARD 6

CITY MANAGER

STRIB BOYNTON

ASSISTANT CITY MANAGERS

WILLIAM PATRICK PATE
RANDY E. McCASLIN

FINANCIAL SERVICES DIRECTOR
JEFFREY A. MOORE, CPA

PREPARED BY THE FINANCIAL SERVICES DEPARTMENT

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Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

November 6, 2012

The Honorable Mayor Rebecca R. Smothers
Members of the City Council
And the Citizens of the City of High Point, North Carolina

We are pleased to present the Comprehensive Annual Financial Report ("Report") of the City of High Point, North Carolina (City) for the fiscal year ended June 30, 2012. We are extremely proud that this report has been prepared in its entirety by the City's Financial Services Department. The financial statements and supplemental schedules have been audited by the independent certified public accounting firm of McGladrey LLP, and that firm's unqualified opinion is included in the Financial Section of this Report. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. We believe the data as presented is accurate in all material aspects and that it is presented in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds. All disclosures necessary to enable the reader to gain the maximum understanding of the City's financial activity have been included.

General

The financial statements have been prepared in compliance with the applicable requirements of the General Statutes of North Carolina and are consistent with the standards and guidelines recognized for governmental accounting and reporting contained in both *Audits of State and Local Governments*, an audit guide prepared by the Committee of Governmental Accounting of the American Institute of Certified Public Accountants (AICPA) and *Government Auditing Standards*, issued by the Comptroller General of the United States. Among other resources used in the preparation of the Report, the Financial Services Department has given particular attention to the *Governmental Accounting, Auditing and Financial Reporting* (GAAFR), issued by the Government Finance Officers Association of the United States and Canada (GFOA), and Governmental Accounting Standards Board (GASB) pronouncements.

Management's discussion and analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal, and should be read in conjunction with it.

The City is also required to undergo an annual compliance audit on federal and state financial assistance programs in conformity with the provisions of the Single Audit Act Amendments of 1996, the State Single Audit Implementation Act, and U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*. The auditor's reports and the Schedule of Expenditures of Federal and State awards, required as part of a single audit, are found in the ***Compliance Section*** of this report.

The City of High Point has participated in the GFOA Certificate of Excellence Program since 1980. The GFOA recognizes governmental units that issue their comprehensive annual financial reports (CAFR) substantially in conformity with the standards of the GASB. The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to City of High Point, North Carolina for its CAFR for the fiscal year ended June 30, 2011. This marked the 25th time the City has received the Certificate of Achievement since 1980, and the 17th consecutive year in a row.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized CAFR, whose contents conform to program standards. The Report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The Reporting Entity

In conformity with the standards of the GASB, this report includes all funds of the City, as well as its component unit. The City of High Point (as legally defined) is considered to be a primary government. Component units are legally separate entities for which the primary government is financially accountable or for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The primary government is considered financially accountable if it appoints a voting majority of the organization's governing body; and 1) it is able to impose its will on that organization; or, 2) there is a potential for the organization to provide specific financial benefits to, or impose specific financial burden on, the primary government.

Discretely presented component units are reported in a separate column in the Government-wide financial statements to emphasize that they are legally separate from the primary government and to distinguish their financial position, results of operations, and cash flows from those of the City. The High Point ABC Board is included as a discretely presented component unit. The ABC Board's governing members are appointed by the City Council. However, the City has no further accountability for its operations.

Description of the City

The City of High Point is centrally located in the heart of the Piedmont region of North Carolina. High Point is unique – the City is the only municipality in North Carolina whose city limits encompasses parts of four counties. Most of the City is located within the southwest quadrant of Guilford County; approximately two percent of the City's area extending into neighboring Randolph, Davidson and Forsyth counties. The City covers over 55 square miles and has a population which exceeds 107,000.

The City is empowered by State Statute to levy an ad valorem property tax on the appraised value of all real and tangible personal property located within the City. The respective counties mentioned above are the only other governmental units levying such taxes within the City's corporate limits. The City is also empowered to extend its corporate limits by annexation.

Form of Government

The City has a Council-Manager form of government. The Council is the legislative body of the City government with the Mayor as a voting member and the presiding officer. The Mayor is elected on an at-large basis for a two-year term. The remainder of City Council is composed of two at-large members and representatives from six voting wards. Council members are elected on a non-partisan basis and serve two-year terms. Elections are held in November of even-numbered years. The City Manager, the chief executive officer, is appointed by and serves at the pleasure of the Council. He is responsible for carrying out the policies and ordinances of the Council and administering the daily operations of the City through appointed department heads.

The City provides a wide range of services for its citizens, including law enforcement, fire protection, public safety, planning and developmental services, sanitation, street maintenance, cemeteries, cultural and recreational activities, general administration, community development and library services. In addition to these general government activities, the City provides and maintains water, sewer, electrical, and storm water utilities, a landfill and recycling operation, a public parking system, and a mass transit system for the benefit of its citizens. This report includes all the City's fiscal activities in maintaining these services. The City also extends financial support to a variety of boards, agencies and commissions to assist their efforts in serving citizens.

Business and Economic Development

The innovation of traditional industries, the cultivation of new and high-tech industries, the growth of internationally based companies, and the celebration of the entrepreneurial spirit define business in High Point.

A globally connected city, High Point earns its nicknames as *North Carolina's International City*™ and *Home Furnishings Capital of the World*™ :

- More than 75 internationally headquartered companies have year-round facilities in High Point – giving the city an impressive 37% of all such foreign-based companies in its 12-county region.
- The High Point Market – the world's largest home furnishings trade show – brings to town approximately 14,000 foreign guests each year. Those visitors represent more than 110 countries.
- Scores of international companies show their products twice each year at the High Point Market.
- City government encourages foreign investment and works closely with both its internationally owned companies and foreign clients considering opening operations in High Point.

High Point and the Piedmont Triad region boast a superb location for manufacturing/distribution/logistics. High Point is at the center of it all -- centered between New York City and Miami, centered between Washington and Atlanta, centered between Charlotte and Raleigh/Durham/Research Triangle Park. High Point is part of North Carolina's Piedmont Triad region, the nation's 37th largest metro area with over 1.6 million residents. The ground transportation network is anchored by four interstate highways (I-40, I-85, I-73 and I-74). When coupled with the area's high-speed rail corridors and Piedmont Triad International Airport (PTIA), High Point is a great place to do business.

PTIA is less than one mile from High Point's city limits and is centrally located for easy access throughout the region. Currently the airport has 50 non-stop flights daily serviced by Allegiant, American, Delta, United, and US Airways. During 2011, almost 900,000 people used the airport. PTIA's air cargo facilities and seven air cargo airlines offer an established international gateway superior to that of many larger markets. Flexibility of congestion-free air space, on-going expansion, regularly-scheduled international service and independent cargo support allows PTIA to handle virtually all types of cargo. PTIA is a multi-model cargo facility with virtually all major trucking lines operating terminals near the airport.

PTIA is the site of the new $300 million Mid-Atlantic Hub for FedEx. The first phase now in operation moved local FedEx ramp operations into 500,000 square feet of the new one million square foot facility. Sixty-five flights per week are currently operating out of the new hub. In addition, PTIA opened its third runway - a new 9,000-foot public runway with related airfield improvements, which offers benefits to both freight and passenger service.

FedEx Ground opened a major "super hub" distribution center in 2011. The 415,000-square foot distribution hub, located in the Guilford County part of Kernersville, is just north of the High Point city limits. The City of High Point invested $2.8 million to extend a sewer line under Interstate 40 to serve the FedEx Ground site and adjacent areas. That utility connection came as a result of a High Point / Kernersville partnership. Up to 1,400 workers could be employed by 2020 at FedEx Ground.

High Point's healthy business climate can be attributed to progressive city government in strong partnership with the local business community.

Accolades

In March 2012, the High Point/Greensboro metro region was named in the Top 10 best areas in the United States for the fifth year in a row. Each year, Site Selection magazine ranks metro areas by their success in attracting new and expanded business. These rankings were for all regions in the United States with a population between 200,000 and one million. In each year, High Point led the way within its winning region.

- In 2007 and 2008, the Greensboro / High Point metro area was ranked #1 in the nation.
- High Point and its diverse industry sectors led the way in getting High Point's region named #1 in the nation for attracting new industry.
- In 2012, High Point's region continued to do well and was ranked #7 in the nation again.

For four consecutive years, High Point was selected as one of five national recipients of Expansion Solutions Magazine's Awards of Excellence in the warehouse /distribution category, most recently in 2011. The award recognizes areas that have "made exceptional progress in economic development by successfully recruiting, retaining, and growing businesses" in that industry sector.

The City of High Point was recognized for the fifth consecutive year in a row by ElectriCities with its 2012 "Public Power Award of Excellence" for economic development successes. The award recognized initiative by the city in economic development efforts, including industry recruitment leading to job creation. High Point is a member of ElectriCities, which represents the 51 municipalities and universities that own and operate their electric distribution systems in North Carolina.

Attributes

Most cities say they are business-friendly. High Point prides itself on not just saying that catch phrase but on being a business-friendly city government, working in close partnership with its business community. The mayor, city council, and city manager set that tone and ensure it is carried out.

- High Point has a proven record of ensuring companies meet fast track construction schedules.
- The High Point Economic Development Corp. is both a department of city government reporting to the city manager and also a public/private partnership. Two business groups – the High Point Chamber of Commerce and the High Point Partners – work closely with the city on economic development matters and have membership on the High Point EDC board.
- The Sanford Holshouser Economic Development Consulting firm conducted a 2010 survey on High Point's economic development efforts. Among the results were that "…what makes High Point unique and successful was the cooperation between city government and the business community." The study

also added “leaders with vision and ‘can-do/make it happen’ attitudes” were recognized as a key strength for the city.

High Point’s economy is impressively diversified, with new industry sectors joining the city’s traditional industries.

- Today’s industry sectors include: distribution / logistics; furniture and home furnishings; advanced manufacturing; customer service / financial; life sciences / pharmaceutical / biotech; healthcare; and commercial photography.
- Successful diversification was just what High Point’s business and government leaders had planned more than 24 years ago when the City worked closely with a private developer who created the 1,100-acre Piedmont Centre office / industrial park.

The High Point Market

High Point ***IS*** the Home Furnishings Capital of the World™. Known for years as the International Home Furnishings Market, The High Point Market (www.highpointmarket.org) is the largest wholesale home furnishings industry trade show in the world. At the Market, more than 300 home furnishing manufacturers display the largest assortment of home furnishings in the world. High Point boasts over 145 furniture and related industry manufacturers and more than 50 retail discount furniture stores.

The High Point Market is the time when retail home furnishings dealers and interior designers from every state in the industry and from more than 110 foreign countries come to view and to buy at wholesale the products manufactured by the exhibitors. The Market offers the retail dealer access to the complete line of more manufacturers in one location than can be found anywhere in the world.

The High Point Market, which celebrated its 100th anniversary in 2009, is where major national and international manufacturers introduce new merchandise twice annually. The Market utilizes over 10 million square feet of permanent and temporary exhibit space. More than 160 buildings are devoted exclusively to the display of home furnishings.

High Point and the surrounding communities provide the necessary support facilities such as hotel/motel accommodations, restaurants, transportation, and other necessities that are required to facilitate the movement of the thousands of Market participants.

High Point’s Furniture Cluster

The High Point Market is the single largest economic event in North Carolina with an estimated annual impact of $1.14 billion. An average of 160,000 retail furniture buyers, furniture factory executives, manufacturer's sales representatives, interior designers, news media, exhibitor support personnel, and suppliers to the industry attend each year.

A landmark High Point University study of High Point’s impressive furniture industry cluster was published in May 2007 as “The Economic Impact of the Home Furnishings Industry in the Triad Region of North Carolina” (www.highpointedc.com/HPUstudy.cfm) and shows that the annual economic impact the home furnishings industry has on the immediate High Point Area (defined as High Point and the neighboring cities of Archdale, Trinity and Thomasville) is estimated to be $3.93 billion and accounts for approximately 31,000 jobs. Additionally, the study estimates that the annual economic impact on the whole Triad Region (defined as Davidson, Forsyth, Guilford and Randolph Counties) is estimated to be $8.25 billion. More than 69,000 jobs exist locally due to the home furnishings cluster – which includes manufacturers, corporate offices, distribution centers, design centers, sales offices, fabric and material suppliers, showrooms, and more.

Impressive Business Parks

Piedmont Centre

The 1,100-acre Piedmont Centre campus is a contiguous and planned corporate park. With 210 businesses in the corporate park occupying more than 6 million square feet, Piedmont Centre represents an overall capital investment of more than $400 million. More than 11,000 employees work in the park.

Tenants in Piedmont Centre include 7 of High Point's Top 20 employers: Bank of America's customer service center, Polo Ralph Lauren's primary-U.S. retail distribution facility, NCO Group, which is the customer service call center for UPS, Aetna Healthcare, Banner Pharmacaps' manufacturing facility and headquarters, Advanced Home Care, and New Breed Logistics.

Premier Center

Premier Center, across NC 68 from both Piedmont Centre and Mendenhall, is a high-quality, 150-acre office park. Primary tenants include the corporate headquarters of Home Meridian International and the corporate headquarters and distribution center for Samson Marketing and its subsidiaries Legacy Classic Furniture and Universal Furniture. In 2010, Moses Cone completed construction of the third building in the business park and began operating MedCenter of High Point, a free-standing emergency medical care facility .

Piedmont Corporate Park

Piedmont Corporate Park is a 160-acre mixed-use development perfect for office, light manufacturing and distribution facilities. Lot sizes are flexible and can be subdivided to meet a company's needs. Tenants include American Premium Beverage, The Quantum Group, Alfred Williams & Company, Tenn-Tex Plastics, and Baltek.

Kivett Drive Industrial Park

Kivett Drive Industrial Park is a 110-acre park adjacent to the US 311 expressway / Future I-74 interchange. This park is also located in Foreign Trade Zone 230. Tenants in this park include Mannington Laminate Floors, Bindagraphics and the primary distribution center and customer contact facility for RalphLauren.com, a division of Polo-Ralph Lauren.

Employment

High Point has not been immune to the effects of the national economic downturn. The 2008 average annual unemployment rate for High Point was 6.5% and rose to a high of 12.3% in June 2009, a direct correlation to the current national economic crisis and matching the national unemployment trend. The unemployment rate for High Point had decreased to 9.9% as of August 2012.

Quality of Life

High Point's residents enjoy a wide variety of activities on a year-round basis due largely to a mild climate and an abundance of natural recreation amenities. Of the City's two public golf courses, the Oak Hollow course has been consistently rated among the top 75 public courses in the country.

Fourteen tennis courts, four indoor tennis courts, two public lakes and a substantially completed hiking/biking and greenway trail are major attributes of the City's recreational program. The colleges and universities in the area offer residents the opportunity to attend intercollegiate contests in all sports. Additionally, the City is a working partner with community organizations that have created a world-class soccer complex to further enhance recreational sport activities in the area.

The City remains enthusiastic about the Miracle League Field in High Point. Only the second such program in North Carolina, and the only one in the Triad region, the City partnered with civic organizations, most notably Rotary and Kiwanis, to build the specially equipped baseball field and playground to meet the recreational needs of children with intellectual and/or physical disabilities in this area and surrounding communities.

The High Point Theatre is a year-round performing arts facility meeting the cultural needs of the community. It is one of the finest stage and gallery spaces in the Southeast. The Theatre features an elegant 965 seat auditorium with continental style seating. Other facilities include three large exhibition galleries for meetings, display, or receptions. The Theatre is suited for convention use, as well as functions of the arts, and is rented year-round to both amateur and professional groups, including the North Carolina Shakespeare Festival, discussed more below.

The educational needs of the citizens of High Point are served by a variety of quality public and private primary, secondary and post-secondary facilities. Guilford Technical Community College (GTCC) operates a first-rate industrial/technical-training program. With campuses in High Point and neighboring Jamestown, GTCC has an average quarterly enrollment of nearly 15,000.

The City and the Piedmont Triad region are home to 13 major colleges and universities. Wake Forest University, North Carolina A&T State University, the University of North Carolina at Greensboro, Guilford College, Greensboro College, and Winston-Salem State University are all located within 30 minutes of High Point. High Point University and Laurel University, formerly known as John Wesley College, are private institutions within the City limits offering a variety of baccalaureate and master degree programs.

High Point University, a private co-educational university affiliated with the United Methodist Church, completed its inaugural multi-year $250 million capital construction program, which has included replacing or modernizing a number of dormitories, athletic facilities, and numerous other campus buildings. In September 2010, High Point University announced an impressive $2 billion growth plan that will include a new school of pharmacy, a new health sciences building that will house graduate programs for physician assistants, physical therapists and occupational therapists, a new school of education, and new basketball arena. High Point University was again named in July 2012 as one of the top colleges and universities in the US for the fifth year in a row. Under the leadership of President Nido Qubein, the student body has increased from 1,450 to 3,800 students. Likewise, the campus has expanded to accommodate the growing student body and facility needs as described above from 92 to 320 acres. The University's slogan, "Choose to be Extraordinary" is not just a slogan, but a passion and vision for the institution.

North Carolina Shakespeare Festival

The North Carolina Shakespeare Festival, based in High Point, was founded in 1977. Its mission is to entertain the students and citizens of North Carolina with a program of professional theatre productions. Over the years, the Festival has developed a variety of programs that serve a large and diverse statewide audience. The Main Stage season historically presents three to four major classical productions each summer.

Augmenting the Festival's extensive production format is a series of special programs, which enhance appreciation and understanding of Theatre. The Festival remains one of North Carolina's largest professional cultural resources. The Festival performs in North Carolina (and neighboring states) for a total of 26 weeks, giving over 160 performances and reaching nearly 100,000 students and citizens. The local economy benefits directly from the performances through revenue from lodging, food and entertainment.

Accounting System and Budgetary Control

The diverse nature of governmental operations and the necessity of assuring legal compliance preclude recording and summarizing all governmental financial transactions and balances in a single accounting entity. Therefore, from an accounting and financial management viewpoint, a governmental unit is a combination of several distinctly different fiscal and accounting entities, each having a separate set of accounts and functioning independently of each other. Each accounting entity is accounted for in a separate "fund".

A fund is defined as a fiscal accounting entity with a self-balancing set of accounts recording cash and other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

The City's accounting records for general governmental operations are maintained on a modified accrual basis, with the revenues being recorded when available and measurable and expenditures being recorded when the services or goods are received and the liabilities are incurred. Accounting records for the City's utilities and other enterprises are reported on the accrual basis.

The City's accounting system is organized and operated on a "fund" basis and each fund is classified in one of three categories and further identified as one of nine major types of funds:

Classification	Fund Type
Governmental Funds	General, Special Revenues, Debt Service, Capital Project
Proprietary Funds	Enterprise, Internal Service
Fiduciary Funds	Agency, Pension Trust, Private Purpose Pension Trust

Governmental Funds: These funds are, in essence, accounting segregations of financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used; current liabilities are assigned to the fund from which they are to be paid; and the differences between governmental fund assets and liabilities, the fund equity, is referred to as "Fund Balance".

The primary measurement focus is upon determination of financial position and changes in financial position, which is supported by the statement of revenues, expenditures, and changes in fund balances. It may be supported or supplemented by more detailed schedules of revenues, expenditures, transfers, and other changes in fund balance.

Proprietary Funds: These funds are sometimes referred to as "income determination," "nonexpendable," or "commercial type" funds and are used to account for a government's on-going organizations and activities, which are similar to those often found in the private sector.

All assets, liabilities, equities, revenues, expenses, and transfers relating to the government's business and quasi-business activities - where net income and capital maintenance are measured - are accounted for through proprietary funds.

The generally accepted accounting principles here are those applicable to similar businesses in the private sector, and the measurement focus is upon determination of net income, financial position, and changes in financial position.

Fiduciary Funds: These funds account for assets held by the City in a trustee capacity or as an agent for other governmental units and for other funds.

Internal Control: In developing and maintaining the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding (1) the safeguarding of assets against loss from unauthorized use or disposition, and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets.

The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the City's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary Control: The City's financial management software provides the information for effective fiscal management. Through utilization of budgetary accounting methods, effective budgetary control and accountability can be maintained. The Annual Budget, which is adopted for legal control at the functional level but controlled at the department level, authorizes and provides the basis for the City's financial management. The total adopted appropriations constitute the maximum expenditure authorization during the fiscal year and can only be amended by action of the City Council. Expenditures are controlled at the department level for all General, Special Revenue, Debt Service, Capital Projects and Enterprise funds.

Budgetary control is maintained at this level by the encumbrance of purchase amounts prior to the release of purchase orders to vendors. Purchase orders, which would result in an overrun of departmental operating balances, are not released until additional appropriations are made available.

Open encumbrances at June 30, 2012, are treated as commitments, rather than expenditures, and such encumbered funds are appropriated for expenditure in fiscal year 2012-2013.

Cash Management

Cash during the year was invested in U.S. Government Securities and agencies, commercial paper, money market accounts, and certificates of deposit. Cash balances are analyzed daily to maximize interest earnings. Investment periods ranged from overnight to 5 years, and at interest rates ranging from 0.01% to 2.5%. The City’s cash management program during FY2012 produced investment earnings across all funds of $1,456,506, an increase of $123,962, for the year ended June 30, 2012. At June 30, 2012, the investment portfolio remains strategically invested with an emphasis in the North Carolina Capital Management Trust and short-term securities in order to maintain a high percentage of readily convertible funds to take advantage of any steepening of investment yields that may become available in the near future.

Conclusion

The City of High Point has greatly enjoyed the vitality and growth from its economic diversity through development and voluntary annexation. In prior years, this growth has been generally sufficient to accommodate expenditures during the year. The City recognizes the vitality and importance of the High Point Market to the City, surrounding region, and State. The City continues to actively and aggressively partner with public and private organizations to address competing interests to the Market.

Nevertheless, the City of High Point is a rapidly growing and culturally diverse community exceeding 107,000 residents having a wide variety of neighborhood, business, and civic priorities and expectations. The citizens of High Point have come to expect and appreciate the high level of municipal services they enjoy. The City is facing ever increasingly complex and expensive service needs, desires and mandates, along with the ever present and expensive challenges for continued and needed infrastructure repair and replacement. The above challenges are tied with an environment of trying to manage, balance and finance municipal services and infrastructure investments with minimal tax and utility rates that our citizens and businesses desire. This has become even more challenging as the most significant economic downturn in more than a generation lingers and the prognosis for national and local recovery is extended into the next few years.

The management of the City of High Point continues to accept the challenge of managing all the City's resources in the best possible manner to support Council's commitments and initiatives and to deliver municipal services at a cost its citizens will agree to bear. We feel this can be accomplished through our coordinated planning efforts using the Annual Budget, the Capital Improvement Program, and strategic business planning. As long as revenue growth rates do not decline unexpectedly; the costs of providing services do not escalate more rapidly than in previous years; and the City Council continues to evaluate all existing and potential revenue options, we can accomplish our tasks.

The City's adopted fiscal management policies will require that the City focus efforts to stabilize and restore the fund balances that have been used during this current economic turmoil. We have already seen significant improvement in the fiscal year just completed. We expect that this will be accomplished as we have done in the past through deliberate and strategic financial and capital planning and budgeting. Nevertheless, the use of fund balances during these times has been required, necessary and strategically utilized to provide our citizens the financial stability and security they expect from their local government.

Strong leadership and adaptive fiscal policy will give the City the tools and wherewithal to withstand the latest challenges to our fiscal ship of state. We can and will weather the fiscal storm upon our City and provide needed municipal services to our citizens and businesses. At this writing, the national, and local economies have begun to stabilize and slowly recover, but we also acknowledge that economic recovery will look very different and also that it may very well be another 12-18 months before the local economy sees real benefit and growth.

Acknowledgments

The preparation of this year's report could not have been accomplished without the year round dedication of the members of the Financial Services Department team, contributions from the Economic Development Corporation, and the assistance of the independent auditors, McGladrey LLP. We would like to particularly mention our appreciation to the leadership and members of the Accounting Division, without whose particular dedication and contributions this report could not have been prepared and completed.

We wish to especially thank the Mayor and City Council for their support and interest in conducting the financial operations of the City in a responsible and progressive manner. We also thank them for their continued trust, patience, support and commitment they have placed in the city administration as we serve our citizens, businesses, and visitors with exceptional quality services.

Respectfully submitted,

Strib Boynton
City Manager

Jeffrey A. Moore, CPA
Financial Services Director

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of High Point
North Carolina

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
June 30, 2011

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

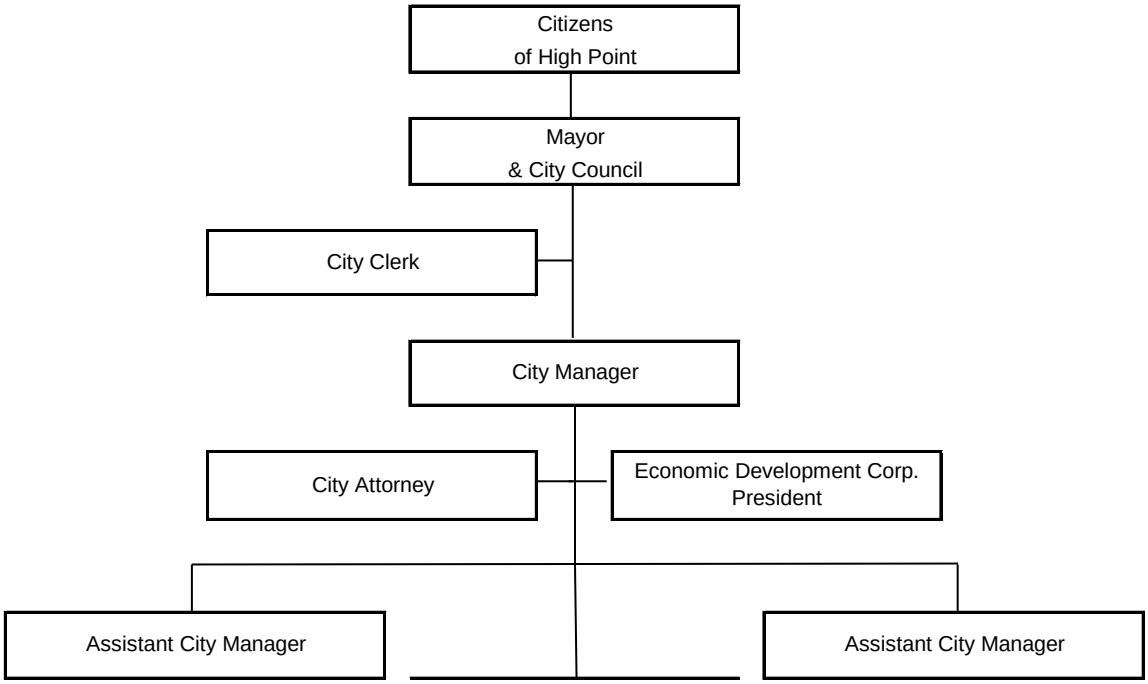
Linda C. Dawson

President

Jeffrey R. Esser

Executive Director

Organization Chart
CITY OF HIGH POINT
as of June 30, 2012



Budget & Evaluation	Core City	Community Dev. & Housing
Customer Services	Fire	Electric Utilities
Engineering Services	Human Relations	Fleet Services
Facility Services	Human Resources	Library
Financial Services	Police	Planning & Development
Information Technology Services	Public Information	Special Projects
Parks & Recreation		Theatre
Public Services		Transportation
Systems Projects		

McGladrey

Independent Auditor's Report

To the Honorable Mayor and
The Members of City Council
City of High Point, North Carolina

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of High Point, North Carolina (the City), as of and for the year ended June 30, 2012, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City's management. Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the City of High Point ABC Board, the discretely presented component unit. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the City of High Point ABC Board, is based solely on the report of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of High Point, North Carolina as of June 30, 2012, and the respective changes in financial position and the cash flows where applicable thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2012, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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Accounting principles generally accepted in the United States of America require that management's discussion and analysis, the Law Enforcement Officers' Special Separation Allowance and the Healthcare Benefits on pages 3 - 14, 72 - 73 and 74 - 75 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund statements, budgetary schedules and other schedules are presented for purpose of additional analysis and are not a required part of the basic financial statements. The accompanying schedule of expenditures of federal and State awards is presented for purposes of additional analysis, as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* and the State Single Audit Act, and is also not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The combining and individual fund financial statements, budgetary schedules, other schedules and the schedule of expenditures of federal and State awards have been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements, budgetary schedules, other schedules and the schedule of expenditures of federal and State awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements by us or other auditors, and accordingly, we do not express an opinion or provide any assurance on it.

McGladrey LLP

Greensboro, North Carolina
November 6, 2012

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of City of High Point's financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2012. Please read it in conjunction with the transmittal letter on page i and the City's financial statements, which begin on page 15.

FINANCIAL HIGHLIGHTS

As most anyone would expect, the continuation of the most significant economic downturn should have caused further decline in the City's net assets as a result of this year's operations. Nevertheless, there was no erosion in net assets, and in fact the City saw increases during the fiscal year, erasing the erosion that occurred in the two prior fiscal years. The City is financially sound and better strategically positioned to continue to persevere the current economic conditions.

- The assets of the City of High Point exceeded its liabilities at the close of the fiscal year by $527 million. Governmental net assets increased to $200 million, while business-type net assets increased to $327 million.
- As of the close of the current fiscal year, the City of High Point's governmental funds reported combined ending fund balances of $76,993,318, an increase of $3,130,702 in comparison with the prior year. Approximately 26 percent of this total amount, or $20,262,886, is available for spending at the government's discretion in the General Fund. This amount represents 21 percent of total general fund expenditures for the fiscal year completed.
- The City's coveted general obligation bond rating has not been affected by the on-going turbulence in the financial industry and federal treasury practices. The City's rating of AAA from Standard & Poor's as well as the second highest possible ratings of Aa1 from Moody's and of AA+ from Fitch were reaffirmed during June 2012 as the City completed an advance refunding of several outstanding bonds.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Assets and the Statement of Activities (on pages 15–17) provide information about the activities of the City as a whole and present a longer-term view of the City's finances. Fund financial statements start on page 18. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds. The remaining statements provide financial information about activities for which the City acts solely as a trustee or agent for the benefit of those outside of the government.

Reporting the City as a Whole

Our analysis of the City as a whole begins on page 15. One of the most important questions asked about the City's finances is, "Is the City as a whole better or worse as a result of the year's activities?" The Statement of Net Assets and the Statement of Activities report information about the City as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the City's net assets and changes in them. Readers are encouraged to think of the City's net assets—the difference between assets and liabilities—as one way to measure the City's financial health, or financial position. Over time, increases or decreases in the City's net assets are one

indicator of whether its financial health is improving or deteriorating. The reader must also consider other nonfinancial factors, however, such as changes in the City's property tax base and the condition of the City's infrastructure, to assess the overall health of the City.

In the Statement of Net Assets and the Statement of Activities, we divide the City into three kinds of activities:

- Governmental activities—Most of the City's basic services are reported here, including the general administration, police, fire, public services, and parks and recreation departments. Property taxes, sales and use taxes, intergovernmental revenues (utility franchise taxes, Powell Bill, etc.), along with various Federal and State grants finance most of these activities.

- Business-type activities—The City charges a fee to customers to help it cover all or most of the cost of certain services it provides. The City's utility systems (water, sewer, electric, and storm water) and other business-type activities (mass transit, parking and landfill facilities) are reported here.

- Component units—The City includes one separate legal entity in its report—the High Point ABC Board. Although legally separate, this "component unit" is important because the City appoints the board. The City is not financially accountable for them, even though net profits are distributed to the City.

Reporting the City's Most Significant Funds

Our analysis of the City's major funds begins on page 18. The fund financial statements provide detailed information about the most significant funds—not the City as a whole. Some funds are required to be established by State law and by bond covenants. The City's two types of funds—governmental and proprietary—use different methods of accounting.

Governmental funds—Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship (or differences) between governmental activities (reported in the Statement of Net Assets and the Statement of Activities) and governmental funds in reconciliation at the bottom of the fund financial statements.

Proprietary funds—When the City charges customers for the services it provides—whether to outside customers or to other units of the City—these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Assets and the Statement of Activities. In fact, the City's enterprise funds (a component of proprietary funds) are the same as the business-type activities we report in the government-wide statements but provide more detail and additional information, such as cash flows, for proprietary funds. We use internal service funds (the other component of proprietary funds) to report activities that provide supplies and services to the City's other programs and activities—such as the City's fleet services operations.

The City as Trustee

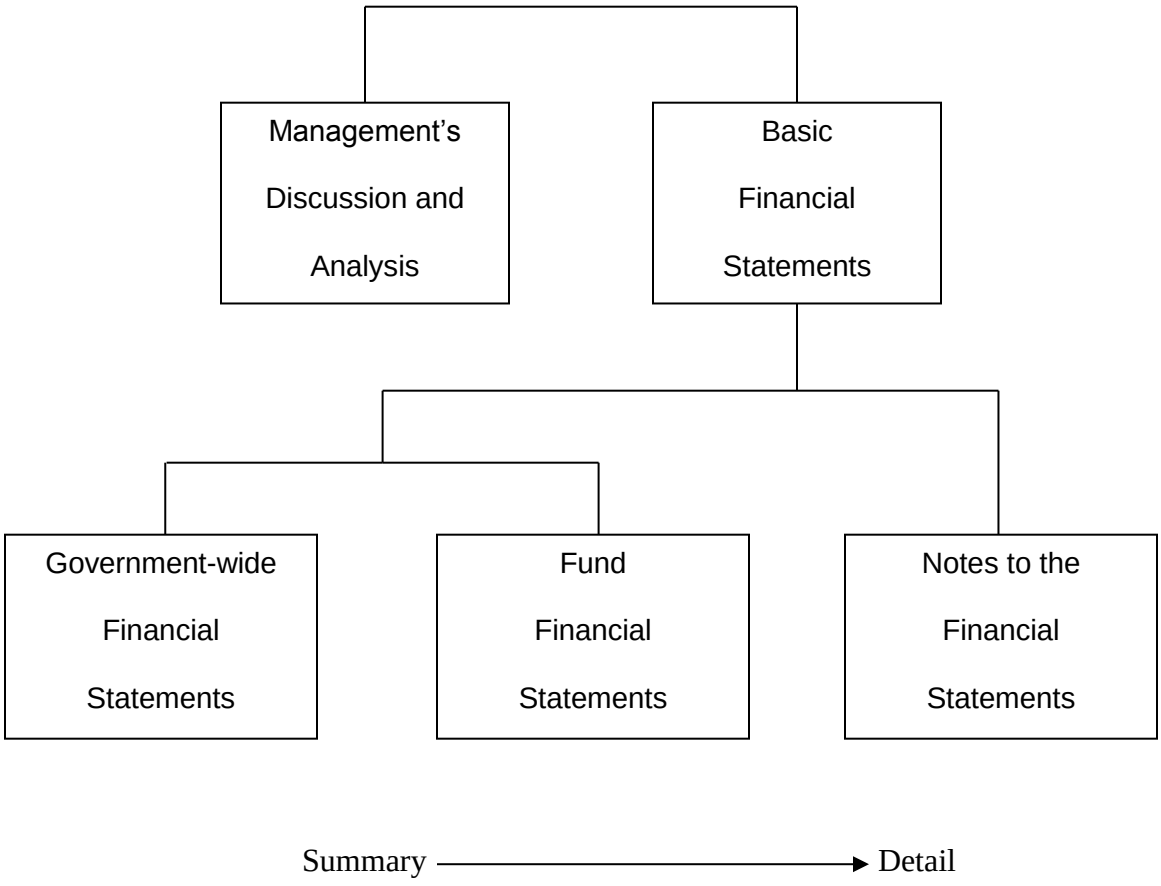
The City is a trustee responsible for other assets that—because of a trust arrangement—can be used only for the trust beneficiaries. All of the City's fiduciary activities are reported in a separate Statement of Fiduciary Net Assets. We exclude these activities from the City's other financial statements because the City cannot use these assets to finance its operations. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

THE CITY AS A WHOLE AND GOVERNMENT–WIDE FINANCIAL ANALYSIS

The government-wide financial statements for the fiscal year ended June 30, 2012 are presented in accordance with GASB Statement (GASBS) No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments.

Required Components of Annual Financial Report

Figure 1



The City's combined net assets increased slightly by 3.1% this year to $527 million from $511 million. Given that the prior year's change was a decrease of $8 million (1.5%) from FY2010's total of $519 million, it is a testament to City Council's fiscal policies, priority-based budgeting, and prudent management during this economic recession that the City emerges these trying times as a stronger and leaner local government. Our analysis below focuses on the net assets (Table 1), and changes in net assets (Table 2) of the City's governmental and business-type activities.

Net Assets

Total net assets for the City increased from $511 million to $527 million during FY2011-2012. The net assets for governmental activities increased slightly as compared to the prior fiscal year. We believe this results from a combination of several factors which contributed to the improving fiscal health of the government. The City continues to invest heavily in capital spending with its continuing emphasis on infrastructure using long-term debt proceeds issued in prior fiscal years. The investment of debt proceeds into capital assets did outpace the recognition of depreciation expense on our governmental assets. In addition, the City refunded some of the outstanding long term bonds, ultimately resulting in issuing less debt than was previously outstanding without extending terms. The most significant factor however was realizing revenues which exceeded fiscal controls on expenditures for both governmental and business-type activities. Restricted and unrestricted net assets combined for a small net decrease.

Table 1
Net Assets
(In Thousands)

	Governmental Activities		Business-type Activities		Total Primary Government	
	2012	2011	2012	2011	2012	2011
Assets						
Current and other assets	$ 95,480	$ 90,413	$162,750	$160,735	$258,230	$251,148
Capital Assets (net)	211,723	208,067	387,496	390,075	599,219	598,142
Total assets	307,203	298,480	550,246	550,810	857,449	849,290
Liabilities						
Liabilities and payables	13,477	11,622	17,647	19,817	31,124	31,439
Long-term liabilities	93,593	92,811	205,737	213,446	299,330	306,257
Total liabilities	107,070	104,433	223,384	233,263	330,454	337,696
Net Assets						
Invested in capital assets, net of debt	155,448	149,270	210,314	214,399	365,762	363,669
Restricted	36,444	35,440	1,412	466	37,856	35,906
Unrestricted	8,241	9,337	115,136	102,682	123,377	112,019
Total net assets	$200,133	$194,047	$326,862	$317,547	$526,995	$511,594

The net assets of our business-type activities also increased slightly ($327 million compared to $317 million) in 2012 as increasing revenues outpaced increases in operating expenses which allowed steady funding on major infrastructure projects to repair, replace and improve the water and sewer and electric infrastructure. The City will use the unrestricted net assets to finance the continuing operations of the enterprise operations of the City (Water, Sewer, Electric, Mass Transit, Parking, Landfill, and Storm Water), and their related capital investments. Unrestricted net assets in the governmental activities—the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements—decreased to $8,240,950 as compared to $9,336,675. This is not cause for concern however as this decrease is associated with a corresponding increase in restricted net assets for stabilization by state statute. The City will use these unrestricted net assets to meet future budget needs and any potential deficits. These balances are also used as a tool to leverage the need for future tax increases as the demand for current and enhanced services continues to rise as the City emerges from the unusually tough economic period we and the surrounding region have experienced the last few years.

Revenues and Expenses

The City's total revenues (excluding transfers and special items) increased 2.4 percent ($7.0 million) over the previous fiscal year. This is especially rewarding when we consider the FY2011 included $6.6 million (or a 37.5% reduction for FY2012) in revenues from the American Recovery and Reinvestment Act (ARRA) programs that were not received in the FY2012 year. The City had completed and received a majority of the ARRA-related project revenues in the FY2011 year. This reduction was partially offset by a $5.0 million increase in capital grants and contributions from recognition of donated roads infrastructure from developers during the 2011-2012 fiscal year. In addition, charges for services in both the City's governmental and business-type activities experienced modest revenue increases. Furthermore, property taxes and sales and occupancy taxes also posted revenue increases when compared to the prior fiscal year. We will discuss these areas in more detail later in this analysis.

Table 2
Changes in Net Assets
(In Thousands)

	Governmental Activities		Business-type Activities		Total Primary Government	
	2012	2011	2012	2011	2012	2011
City Revenues						
Program revenue:						
Charges for services	$ 10,454	$ 10,330	$169,831	$167,077	$180,285	$177,407
Operating grants and contributions	10,988	17,579	4,201	2,913	15,189	20,492
Capital grants and contributions	5,007	154	2,221	3,430	7,228	3,584
General revenue:						
Property taxes	61,297	58,338	-	-	61,297	58,338
Sales & occupancy taxes	16,671	14,998	-	-	16,671	14,998
Grants, contributions not restricted to specific programs	16,795	16,161	-	-	16,795	16,161
Other	741	415	1,001	848	1,742	1,263
Total City revenues	121,953	117,975	177,254	174,268	299,207	292,243
City Expenses						
General Government	19,867	20,257	-	-	19,867	20,257
Public safety	42,659	42,046	-	-	42,659	42,046
Public and Environmental Services	21,934	40,389	-	-	21,934	40,389
Planning and Community Development	9,221	10,974	-	-	9,221	10,974
Cultural and Recreation	19,306	18,179	-	-	19,306	18,179
Interest expense and related debt service	3,778	4,064	-	-	3,778	4,064
Water and Sewer	-	-	42,637	42,433	42,637	42,433
Electric	-	-	112,303	107,966	112,303	107,966
Mass Transit	-	-	3,694	3,469	3,694	3,469
Parking	-	-	602	599	602	599
Landfill	-	-	5,436	7,257	5,436	7,257
Storm Water	-	-	2,369	2,288	2,369	2,288
Total City expenses	116,765	135,909	167,041	164,012	283,806	299,921
Increase (decrease) in net assets before transfers	5,188	(17,934)	10,213	10,256	15,401	(7,678)
Transfers in (out)	898	879	(898)	(879)	-	-
Increase (decrease) in net assets	6,086	(17,055)	9,315	9,377	15,401	(7,678)
Net assets, beginning	194,047	211,102	317,547	308,170	511,594	519,272
Net assets, ending	$200,133	$194,047	$326,862	$317,547	$526,995	$511,594

The total cost of all programs and services decreased 5.4 percent ($16.1 million). The City continued its intentional hold on the cost of City operations in response to the protracted economic recovery. Results

of operations show that governmental functions and the business-type activities of water and sewer, mass transit, parking, and storm water were comparatively the same as last fiscal year. The most significant decrease in governmental activities is from the budgeted and expected reductions from the City's waning participation in the ARRA and NCDOT programs and as the City wraps up all but a couple transportation bond projects. The only real changes in the business-type activities were increases in electric and decreases in landfill operations. These changes will be explained in more detail later in this analysis.

Several aspects of the City's financial operations continue to positively influence the total unrestricted government net assets. These are highlighted as follows:

- The City's continued high collection of property taxes and continued growth of the tax base attributed to the City exceeding a tax collection rate of 97%.
- The net assets for business-type operations increased this year by $9.3 million as the City increased rates for water and sewer as well as electric services. These revenues are being utilized to continue efforts to improve and replace the water and sewer, and electric system infrastructure and distribution system while holding operating expenses, with an exception for wholesale power costs, fairly constant. Additionally, the target level of net assets are being used as part of a strategic capital plan to provide long-term solutions for maintaining the capital investments for the Water and Sewer fund while ultimately moderating future required water and sewer rate increases.

Governmental Activities

Property tax revenues increased by $2.9 million compared to the prior year, primarily because the City did approve a property tax rate increase of 2.9 cents in the current fiscal year to sustain existing services as well as to offset the projected loss of sales tax revenues due to the allocation formula used by Guilford County. Sales and occupancy taxes also stabilized and grew slightly in addition to the effect produced from the additional property tax rate increase. The obvious positive news in both these significant revenue sources is that not only has the decline stopped but that we are seeing slight improvement monthly and throughout the fiscal year ended.

The total cost of all governmental activities this year decreased over $19 million to $117 million. However, as shown in the Statement of Activities on pages 16-17, the amount that our taxpayers ultimately financed for these activities through City taxes was $90 million, a decrease of $18 million from the prior year because much more of the cost was paid by those who directly benefited from the programs ($10 million) or by other governments and organizations that subsidized certain programs with grants and contributions ($16 million). The City paid for the remaining "public benefit" portion of governmental activities with almost $16 million in sales and other taxes and $17 million in other general revenues.

Table 3
Governmental Activities

	Total Cost of Services	Net Cost of Services
General Government	$ 19,866,571	$ 15,450,062
Public Safety	42,659,230	39,689,318
Public and Environmental Services	21,934,140	10,626,965
Planning and Community Development	9,221,189	5,443,913
Cultural and Recreation	19,305,989	15,327,423
Interest on long-term debt	3,777,961	3,777,961
Total	$ 116,765,080	$ 90,315,642

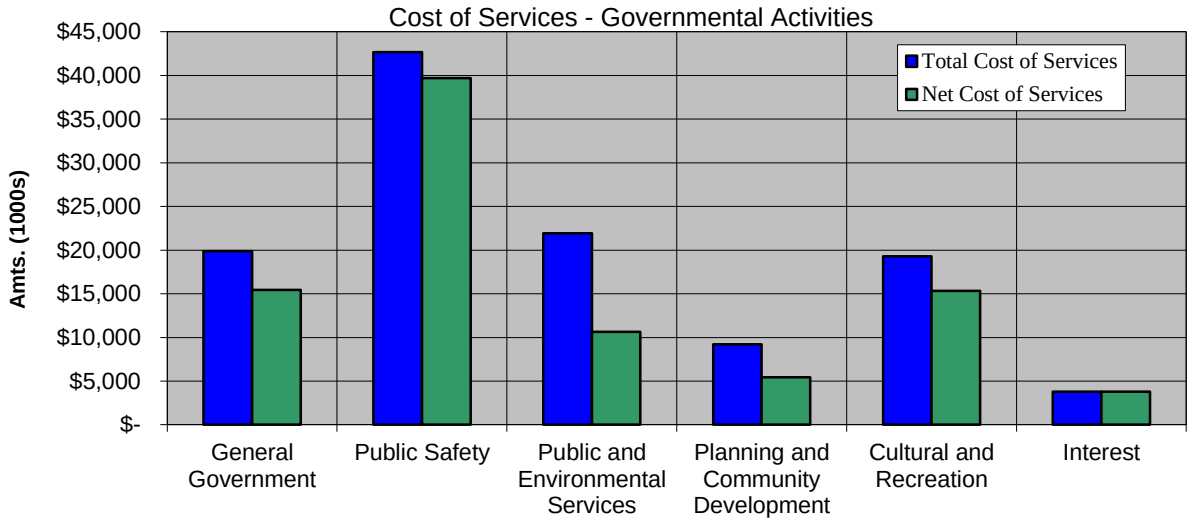


Table 3 presents the cost of each of the City's programs—general government, public safety, public and environmental services, planning and community development, cultural and recreation—as well as each program's net cost (total cost less revenues generated by the activities). The net cost shows the financial burden that was placed on the City's taxpayers by each of these functions.

Business-type Activities

Charges for services of the City's business-type activities (see Table 2) increased slightly over the past fiscal year ($170 million in 2012 compared to $167 million in 2011). This was mainly due to an increase in operating revenues received by the Water and Sewer and Electric funds, while all other fund operating revenues remained virtually unchanged over the prior year.

The City water and sewer utility increased rates that resulted in increased operating revenues of over $1.5 million when coupled with increased consumption. The average increase in the combined water and sewer rates averaged 4.9 percent for the fiscal year.

Revenues increased by $1.6 million in the Electric Fund primarily from an increase in retail rates which was partially offset by a decrease in electric consumption, especially from the moderately mild winter and early summer. Electric rates were increased by 5.0% at the beginning of the fiscal year to generate the revenues required to cover the wholesale power costs increase of 5.0%.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds

The focus of the City's governmental funds is to provide information on current inflows, outflows, and balances of usable resources. Such information is useful in assessing the City of High Point's financing requirements. Specifically, fund balance can be a useful measure of a government's net resources available for spending at the end of the fiscal year.

As the City completed the year, its governmental funds (as presented in the balance sheet) reported a combined fund balance of $77 million, a $3.1 million increase over the prior fiscal year. Of the total fund balances reported, $23.1 million was available to finance future expenditures, including $2.2 million committed formally by City Council for economic development and furniture market development and $7.0 million assigned for various purposes as explained in the Notes to the Financial Statements (Note 1.F.12).

The General Fund is the primary operating fund of the City of High Point. At the end of the current fiscal year, total fund balance of the General Fund was $30,988,033. The City Council has determined that the

City should maintain a minimum available fund balance (that is, total fund balance remaining after removing restrictions, commitments, and previous assignments) of 10% of the General Fund's expenditures in the event the City had an unforeseen need or opportunity, in addition to providing for cash flow needs. At June 30, 2012, unassigned fund balance amounted to 12.0% of the fiscal year 2012 General Fund budget (exclusive of amounts included in the budget that are assigned and/or restricted for benefits and wellness, and economic and market development).

The 2012-2013 Annual Budget appropriated a total of $5,166,175 of the reported General Fund's spendable, unrestricted fund balance to finance operations and capital improvements in the next fiscal year, leaving a balance of unassigned fund balance for future fiscal years of $13,274,662.

General Fund Budgetary Highlights

Over the course of the year, the City Council revised the City budget several times. Generally, budget amendments fall into one of two categories: 1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; and 2) increases in appropriations that become necessary to maintain services. However, expenditures were held in check and the City was able to comply with its budgetary requirements.

General Fund Revenues on the Governmental Fund Basis

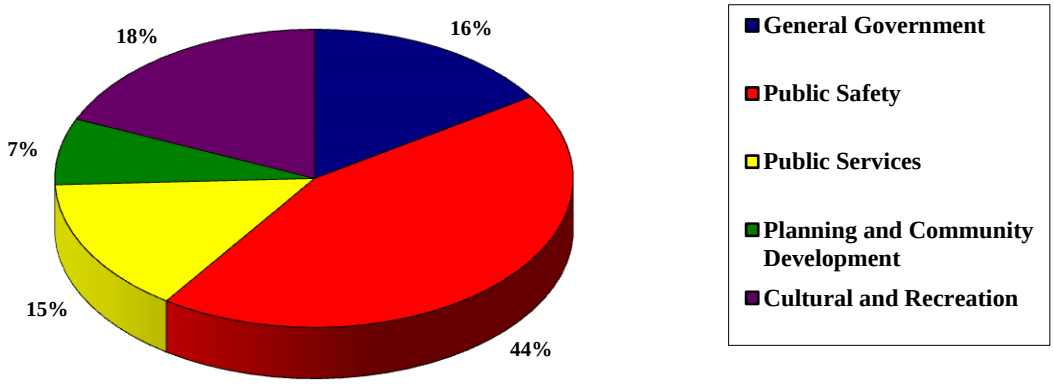
Revenue Sources	Actual Amount	Percent of Total	Increase (Decrease) from 2011
Property taxes.....	$ 57,947,007	56.7%	$ 2,851,077
Sales and use taxes.....	16,671,040	16.3%	1,671,847
Intergovernmental revenues.....	13,095,729	12.8%	110,840
Licenses and Permits.....	3,432,136	3.3%	(177,928)
Charges for services.....	4,563,760	4.5%	(317)
Interest on investments.....	318,343	0.3%	91,068
Miscellaneous revenues.....	6,212,995	6.1%	(70,100)
	$ 102,241,010	100.0%	$ 4,476,487

The most significant component in General Fund revenues remains to be property taxes which increased from collected revenues, primarily because of the tax rate increase. In addition, sales and use taxes show positive improvement over the prior fiscal year as local economic conditions stabilized and the City received the benefit from changing the base of the county's allocation formula.

The most significant change in General Fund expenditures when compared to the previous fiscal year occurred in public safety. During FY2012, the City authorized two new fire trucks to be funded through an installment financing contract. Payments for the trucks under construction totaling $608,563 contributed to the majority of the increase while the balance was attributable to operational increases in both the Police and Fire departments.

General Fund Expenditures on the Governmental Fund Basis

Functions	Amount	Percent of Total	Increase (Decrease) from 2011
General Government	$ 14,654,125	15.8%	$ 308,823
Public Safety	40,790,967	43.9%	1,150,225
Public Services	13,632,342	14.6%	311,431
Planning and Community Dev.	6,689,354	7.2%	155,926
Cultural and Recreation	17,183,579	18.5%	(14,819)
	$ 92,950,367	100.0%	$ 1,911,586



Other Governmental Funds

The General Capital Projects Fund continues to be shown as a major fund in the current fiscal year. This presentation is not required for the FY 2012; however, the City's decision to show this fund as major is allowed. This is primarily due to the continued level of expenditures in future years that will require presentation as major. These future planned expenditures are consistent with the capital financing strategy approved by City Council in 2005.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of fiscal year 2012, the City had $1.30 billion invested in a broad range of capital assets, including police and fire equipment, buildings, park facilities, roads, bridges, and water and sewer lines and electric infrastructure (See Table 4 below). This amount represents a net increase (including additions and deductions) of just over $30.7 million, or 2.4 percent, over last year. The majority of the additions during the fiscal year came from the expenditure of previously issued general obligation and revenue bonds. Additional information on the City's capital assets can be found in Note 2.A.4 to the financial statements.

Table 4
Capital Assets
(In Thousands)

	Governmental Activities		Business-type Activities		Total Primary Government	
	2012	2011	2012	2011	2012	2011
Land and land improvements	$ 17,666	$ 17,294	$ 11,835	$ 11,650	$ 29,501	$ 28,944
Intangibles	317	317	2,573	2,573	2,890	2,890
Construction in progress	12,804	9,476	33,229	28,870	46,033	38,346
Buildings and related improvements	68,781	64,296	97,993	97,386	166,774	161,682
Equipment	59,860	57,913	36,649	36,185	96,509	94,098
Infrastructure	504,228	498,258	451,282	442,299	955,510	940,557
Total capital assets	$ 663,656	$ 647,554	$ 633,561	$ 618,963	$ 1,297,217	$ 1,266,517

The City's fiscal year 2012-2013 capital pay-as-you-go budget calls for spending another $10.5 million for capital projects, principally for the electrical system improvements and water and sewer improvements.

These capital projects are budgeted as follows:

General Fund	$ 262,500
Water and Sewer Fund	3,965,000
Electric	4,089,000
Landfill	1,760,000
Miscellaneous	410,200
Total	$ 10,486,700

Debt

At year-end, the City had approximately $274 million in bonds and notes outstanding versus $282 million last year—a decrease of 2.8 percent—as shown in Table 5. New debt resulted from the issuance of installment contracts for $1,350,000 for the two new fire trucks discussed earlier and $675,000 for new computer network electronic storage equipment. In addition, the City issued $5.785 million bonds allowed as two-thirds general obligation bonds for additional downtown transportation improvement purposes.

Table 5
Outstanding Debt
(In Thousands)

	Governmental Activities		Business-type Activities		Total Primary Government	
	2012	2011	2012	2011	2012	2011
General obligation bonds	$ 76,614	$ 75,192	$ 49,833	$ 54,215	$ 126,447	$ 129,407
Revenue bonds	-	-	129,100	131,874	129,100	131,874
Notes payable and installment contracts	8,583	9,787	10,013	10,787	18,596	20,574
Total outstanding debt	$ 85,197	$ 84,979	$ 188,946	$ 196,876	$ 274,143	$ 281,855

While the City was issuing these bonds, we also completed an advance refunding of a portion of the outstanding water and sewer general obligation bonds and a portion of the outstanding public improvement bonds which will save our citizens about $1.2 million in interest payments over the next 14

years. Finally, the City also completed an advance refunding of a portion of the outstanding water and sewer revenue bonds which will save the City's ratepayers about $4.2 million over the next 20 years.

The City's general obligation bond rating continues to carry high and stable ratings from the three national rating agencies at June 30, 2012. Standard & Poor's rates the City's credit at AAA, the highest available. Moody's and Fitch rates the City's credit at Aa1 and AA+ respectively. The City's bond ratings are a clear indication of the sound financial management practices and solid financial condition of the City of High Point as affirmed by their reports in June 2012. These high financial credit ratings are a primary factor in keeping interest costs low on the City's outstanding debt. The State limits the amount of general obligation debt that cities can issue to 8 percent of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt is significantly below this $739 million state-imposed limit.

Other obligations include accrued vacation pay, other post-employment benefits, and closure/post closure liabilities. More detailed information about the City's long-term liabilities is presented in Note 2.B.9 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City's elected and appointed officials considered many factors when setting the fiscal year 2012-2013 budget and tax rates that support the governmental activities and fees that will be charged for the business-type activities. A significant factor this year in particular was the lingering impact of the recession on our corporate and residential citizens. Importantly, property in Guilford County was revalued effective January 1, 2012 to bring property values to estimated market values. This was the first revaluation since 2004. The City of High Point property values decreased an average of 3.3% as a result of the 2012 revaluation coming off the declines experienced from the Great Recession. In addition to the decrease in total valuation, commercial and residential permits issued were finally beginning to recover but were still well below the 10-year average growth, and electric load growth continued to be essentially flat for the 4th consecutive year.

Inflation in the City continues to be hedged slightly lower than the national Consumer Price Index (CPI) increase. The City's CPI increase was projected to be 2.1% for fiscal year 2013 compared with the national rate of 3 percent.

In adopting the Annual Budget for fiscal year 2012-2013, the above-mentioned factors were taken into account. However, the focus on maintaining the City's exceptionally high quality residential and business life continues to be a top priority as we seek to create, guide, and sustain High Point as the single most livable, safe and prosperous community in America.

Additionally, encouraging responsible land use and environmental planning, and balanced economic growth, development and redevelopment throughout the City's 95 square mile annexation agreement area is also among our highest priorities.

The total General Fund budget appropriates $105.5 million, which is an increase of 2.4 percent over the adopted 2012 budget of $103 million. A proposed revenue neutral tax rate of 68.54 cents was reduced by City Council to an approved rate of 67.5 cents. The revenues from property taxes and additional use of fund balances was approved to sustain existing services as well as offset the anticipated loss of sales tax revenues due to the allocation formula used by Guilford County and the risk of loss on intergovernmental reimbursements from the State. The City continued to maintain the strategic reductions employed during the last three fiscal years to hold operating costs in check. The City utilized this strategy to maintain the high level of quality and services that our citizens, businesses, and visitors enjoy and are accustomed to receiving with a mind to the reality that the City's economy will improve slowly.

The City's business-type activities are also expected to maintain their strength or improve based on the following factors in the adoption of the Annual Budget for fiscal year 2013:

- Water and sewer rates were not increased for the first time in 15 years to provide our ratepayers some respite based on staff's analysis of our rate study update. The fund is expected to maintain commitments for pay-as-you-go infrastructure and debt funded projects.
- Electric rates were increased 4.9% to cover the wholesale power rate increase of 5.0%.
- There were no rate increases for the Mass Transit, Parking Facilities, Landfill Facilities, and Storm Water Funds.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to show the City's accountability for the money received. If you have questions about this report or need additional financial information, contact the Financial Services Department, City of High Point, P.O. Box 230, High Point, NC 27261-0230.

CITY OF HIGH POINT, NORTH CAROLINA

STATEMENT OF NET ASSETS

June 30, 2012

	PRIMARY GOVERNMENT			COMPONENT UNIT
	Governmental Activities	Business-type Activities	TOTAL	HIGH POINT ABC BOARD
ASSETS				
Cash and investments	$ 29,013,672	$ 127,504,424	$ 156,518,096	$ 2,012,874
Receivables:				
Taxes (net)	2,538,169	-	2,538,169	-
Accounts receivable and accrued revenue (net)	7,716,556	11,902,687	19,619,243	-
Assessments (net)	17,497	71,421	88,918	-
Notes	4,896,994	-	4,896,994	-
Accrued interest	74,897	184,887	259,784	-
Internal balances	(306,043)	306,043	-	-
Interfund loan	(963,351)	963,351	-	-
Due from component unit	214,809	-	214,809	-
Inventory	115,602	5,574,912	5,690,514	950,973
Prepaid Items	31,778	251,579	283,357	60,246
Restricted Assets:				
Prepaid pension assets	6,613	-	6,613	-
Cash and investments	52,123,033	13,699,458	65,822,491	-
Deferred charges	-	2,291,281	2,291,281	-
Capital Assets:				
Land, non-depreciable improvements, and construction in progress	30,585,582	45,064,292	75,649,874	-
Other capital assets, net of related depreciation	181,137,238	342,431,431	523,568,669	2,505,864
Total capital assets	211,722,820	387,495,723	599,218,543	2,505,864
TOTAL ASSETS	307,203,046	550,245,766	857,448,812	5,529,957
LIABILITIES				
Accounts payable and accrued expenses	6,787,559	12,184,275	18,971,834	607,725
Accrued interest payable	810,691	1,373,430	2,184,121	-
Due to City of High Point	-	-	-	214,809
Due to other governments	-	-	-	9,937
Deposits and other liabilities	247,072	899,543	1,146,615	-
Unearned revenue	5,631,212	3,189,110	8,820,322	-
Long-term liabilities:				
Due in one year	10,834,166	10,672,019	21,506,185	-
Due in more than one year	82,758,923	195,065,387	277,824,310	-
TOTAL LIABILITIES	107,069,623	223,383,764	330,453,387	832,471
NET ASSETS				
Invested in capital assets, net of related debt	155,448,461	210,314,084	365,762,545	2,505,864
Restricted for:				
Stabilization by State Statute	17,512,316	-	17,512,316	-
Debt service	18,192,792	-	18,192,792	-
Grant programs	237,495	1,411,589	1,649,084	-
Transportation	494,796	-	494,796	-
Pension benefits	6,613	-	6,613	-
High Point ABC Board Working Capital	-	-	-	400,426
Unrestricted	8,240,950	115,136,329	123,377,279	1,791,196
TOTAL NET ASSETS	$ 200,133,423	$ 326,862,002	$ 526,995,425	$ 4,697,486

The notes to basic financial statements are an integral part of this statement.

City of High Point, North Carolina

Statement of Activities
For the Year Ended June 30, 2012

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental activities:				
General Government	$ 19,866,571	$ 3,866,247	$ 550,262	$ -
Public Safety	42,659,230	809,186	2,160,726	-
Public and Environmental Services	21,934,140	1,123,573	5,176,946	5,006,656
Planning/Community and Economic Development	9,221,189	1,206,444	2,570,832	-
Cultural and Recreation	19,305,989	3,448,944	529,622	-
Interest and Fiscal Charges	3,777,961	-	-	-
Total governmental activities	116,765,080	10,454,394	10,988,388	5,006,656
Business-type activities:				
Water and Sewer	42,637,179	44,005,968	1,089,693	1,868,126
Electric	112,303,220	114,759,646	1,025,834	-
Mass Transit	3,693,499	937,237	2,014,466	352,718
Parking	602,286	357,994	-	-
Landfill	5,435,978	7,319,319	71,547	-
Stormwater	2,368,895	2,450,655	-	-
Total business-type activities	167,041,057	169,830,819	4,201,540	2,220,844
Total primary government	$ 283,806,137	$ 180,285,213	$ 15,189,928	$ 7,227,500
Component unit:				
High Point ABC Board	$ 10,068,786	$ 10,451,529	$ -	$ -
Total component unit	$ 10,068,786	$ 10,451,529	$ -	$ -

General revenues:
Property taxes
Sales and use taxes
Occupancy and other local taxes
Revenues and contributions not restricted to specific programs
Gain on the disposal of capital assets
Investment earnings
Total general revenues not including transfers
Transfers
Total general revenues and transfers
Change in net assets
Net assets, beginning
Net assets, ending

The notes to basic financial statements are an integral part of this statement.

Net Revenue (Expense) and Change in Net Assets			Component Unit
Primary Government			
Governmental Activities	Business-type Activities	Total	ABC Board
$ (15,450,062)	$ -	$ (15,450,062)	$ -
(39,689,318)	-	(39,689,318)	-
(10,626,965)	-	(10,626,965)	-
(5,443,913)	-	(5,443,913)	-
(15,327,423)	-	(15,327,423)	-
(3,777,961)	-	(3,777,961)	-
(90,315,642)	-	(90,315,642)	-
-	4,326,608	4,326,608	-
-	3,482,260	3,482,260	-
-	(389,078)	(389,078)	-
-	(244,292)	(244,292)	-
-	1,954,888	1,954,888	-
-	81,760	81,760	-
-	9,212,146	9,212,146	-
$ (90,315,642)	$ 9,212,146	$ (81,103,496)	$ -
$ -	$ -	$ -	$ 382,743
$ -	$ -	$ -	$ 382,743
$ 61,296,936	$ -	$ 61,296,936	$ -
14,930,500	-	14,930,500	-
1,740,540	-	1,740,540	-
16,795,265	-	16,795,265	1,515
251,912	35,851	287,763	-
489,126	964,868	1,453,994	11,026
95,504,279	1,000,719	96,504,998	12,541
898,163	(898,163)	-	-
96,402,442	102,556	96,504,998	12,541
6,086,800	9,314,702	15,401,502	395,284
194,046,623	317,547,300	511,593,923	4,302,202
$ 200,133,423	$ 326,862,002	$ 526,995,425	$ 4,697,486

CITY OF HIGH POINT, NORTH CAROLINA

Balance Sheet
Governmental Funds
June 30, 2012

	Major Funds			
	General Fund	**General Capital Projects Fund**	**Non-Major Governmental Funds**	**Total Governmental Funds**
ASSETS				
Cash and investments	$ 26,015,910	$ 21,675	$ -	$ 26,037,585
Receivables (net):				
Taxes	2,538,169	-	-	2,538,169
Accounts receivable and accrued revenue	5,759,642	967,413	946,639	7,673,694
Assessments	17,497	-	-	17,497
Notes	-	-	4,896,994	4,896,994
Accrued interest	48,287	-	26,610	74,897
Due from component unit	214,809	-	-	214,809
Prepaid items	31,778	-	-	31,778
Restricted assets:				
Cash and investments	3,423,352	28,156,203	20,543,478	52,123,033
TOTAL ASSETS	$ 38,049,444	$ 29,145,291	$ 26,413,721	$ 93,608,456
LIABILITIES AND FUND BALANCES				
Accounts payable and accrued expenses	$ 3,433,381	$ 1,674,456	$ 851,052	$ 5,958,889
Due to other funds	-	963,351	-	963,351
Deposits and other liabilities	247,072	-	-	247,072
Unearned revenue	734,218	-	4,896,994	5,631,212
Deferred revenue	2,646,740	708,156	459,718	3,814,614
TOTAL LIABILITIES	7,061,411	3,345,963	6,207,764	16,615,138
FUND BALANCES				
Fund balances:				
Non-spendable:				
Prepaid items	31,778	-	-	31,778
Restricted:				
Stabilization by state statute	7,846,711	7,872,800	1,792,805	17,512,316
Grant programs	-	-	237,495	237,495
Transportation	494,796	-	-	494,796
Debt service	-	-	18,192,792	18,192,792
Capital projects	-	17,417,702	-	17,417,702
Committed:				
Economic development	2,148,511	-	-	2,148,511
Market development	10,303	-	-	10,303
Benefits and Wellness	193,048	-	-	193,048
Capital projects	-	508,826	-	508,826
Assigned:				
Subsequent years' expenditures	5,166,175	-	-	5,166,175
General government	148,426	-	-	148,426
Public safety	5,980	-	-	5,980
Culture & recreation	398,397	-	-	398,397
Planning & economic development	124,059	-	-	124,059
Public services and transportation	1,145,187	-	-	1,145,187
Unassigned	13,274,662	-	(17,135)	13,257,527
TOTAL FUND BALANCES	30,988,033	25,799,328	20,205,957	76,993,318
TOTAL LIABILITIES AND FUND BALANCES	$ 38,049,444	$ 29,145,291	$ 26,413,721	$ 93,608,456

Fund balances as reported above	$ 76,993,318
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.	195,782,060
Prepaid pension assets in governmental activities are not financial resources and therefore are not reported in the funds.	6,613
Internal service funds used to allocate costs among the funds are included in the statement of net assets.	16,813,061
Internal service funds profit/loss is allocated to the business-type funds in the statement of net assets.	(222,889)
Some liabilities are not payable in the current period and are therefore not reported in the funds.	(93,053,354)
Receivables that are not available to pay for current-period expenditures are reported as revenue deferred in the funds.	3,814,614
Net assets of governmental activities	$ 200,133,423

The notes to basic financial statements are an integral part of this statement.

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2012

	Major Funds			
	General Fund	**General Capital Projects Fund**	**Non-Major Governmental Funds**	**Total Governmental Funds**
Revenues				
Property taxes	$ 57,947,007	$ -	$ 3,054,308	$ 61,001,315
Sales taxes	14,930,500	-	-	14,930,500
Occupancy and other local taxes	1,740,540	-	-	1,740,540
Intergovernmental	13,095,729	572,169	5,799,571	19,467,469
Licenses and permits	3,432,136	-	-	3,432,136
Charges for services	4,563,760	-	-	4,563,760
Interest on investments	318,343	-	170,783	489,126
Sale of capital assets	37,752	-	-	37,752
Administrative reimbursements	5,780,534	180,000	-	5,960,534
Miscellaneous	394,709	10,000	607,120	1,011,829
Total revenues	102,241,010	762,169	9,631,782	112,634,961
Expenditures				
General government	14,654,125	19,625	305,626	14,979,376
Public safety	40,790,967	808,789	1,419,848	43,019,604
Public services - transportation	7,762,874	5,655,181	1,417,100	14,835,155
Public services - environmental services	5,869,468	-	-	5,869,468
Community and economic development	6,689,354	-	2,443,907	9,133,261
Cultural and recreation	17,183,579	1,653,909	79,829	18,917,317
Debt service:				
Principal retirement	1,054,998	-	6,187,874	7,242,872
Interest and fiscal charges	82,693	38,564	3,738,190	3,859,447
Total expenditures	94,088,058	8,176,068	15,592,374	117,856,500
Excess (deficiency) of revenue over (under) expenditures	8,152,952	(7,413,899)	(5,960,592)	(5,221,539)
Other financing sources (uses)				
Bond issuance premium	-	-	262,272	262,272
Issuance of general obligation bonds	-	5,785,000	-	5,785,000
Proceeds from installment purchases	1,375,000	-	-	1,375,000
Transfers in	1,160,000	162,500	7,524,384	8,846,884
Transfers in related to payments in lieu of taxes	785,500	-	-	785,500
Transfers out	(6,862,243)	(877,128)	(963,044)	(8,702,415)
Total other financing sources (uses)	(3,541,743)	5,070,372	6,823,612	8,352,241
Net change in fund balances	4,611,209	(2,343,527)	863,020	3,130,702
Fund balances, beginning	26,376,824	28,142,855	19,342,937	73,862,616
Fund balances, ending	$ 30,988,033	$ 25,799,328	$ 20,205,957	$ 76,993,318

The notes to basic financial statements are an integral part of this statement.

CITY OF HIGH POINT, NORTH CAROLINA

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances
of Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2012

Net change in fund balances - total governmental funds	$	3,130,702
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds; Revenues received in FY 11-12 in the funds but recorded / accrued in FY 10-11 on the Statement of Activities		157,556
Principal payments are reported as decreases in liabilities in the Statement of Activities, but reported as expenditures in the funds		7,242,872
Capital outlays are reported as increases in assets in the Statement of Activities, but reported as an expenditure in the funds		9,184,938
Depreciation is recognized as an expense in the Statement of Activities, but is not reported in the funds		(11,825,097)
Infrastructure contributed by developers is considered capital contribution for the Statement of Activities, but is not reported in the funds		5,006,656
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds		(438,077)
Proceeds from bond and installment purchase issuances are reported as increases in liabilities in the Statement of Activities, but reported as revenues in the funds		(7,160,000)
Gain on refunding is recorded in the Statements of Activities		271,802
Gain (loss) on the disposal of capital assets is recorded in the Statement of Activities (excludes internal service fund gain/loss)		18,386
Proceeds from the sale of capital assets are included in the Gain/Loss on disposal in the Statement of Activities, but reported as revenues in the funds		(37,752)
Internal service funds are used by management to charge the costs of certain activities, such as facilities maintenance, fleet services and telecommunications to individual funds. The net revenue (expense) of the internal service funds is allocated and reported with governmental activities in the Statement of Activities.		757,703
Internal service funds current year profit/loss is allocated to the business-type funds in the Statement of Activities		(222,889)
Change in net assets of governmental activities	$	6,086,800

The notes to basic financial statements are an integral part of this statement.

CITY OF HIGH POINT, NORTH CAROLINA

General Fund
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Year Ended June 30, 2012

	Budget			Variance From Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 57,187,197	$ 57,187,197	$ 57,947,007	$ 759,810
Sales taxes	13,188,815	13,188,815	14,930,500	1,741,685
Occupancy and other local taxes	1,475,000	1,504,500	1,740,540	236,040
Intergovernmental	12,738,442	12,993,527	13,095,729	102,202
Licenses and permits	3,304,900	3,346,400	3,432,136	85,736
Charges for services	4,809,806	4,809,806	4,563,760	(246,046)
Interest on investments	300,000	300,000	318,343	18,343
Sale of capital assets	-	-	37,752	37,752
Administrative reimbursements	5,780,534	5,780,534	5,780,534	-
Miscellaneous	68,500	211,454	394,709	183,255
Total revenues	98,853,194	99,322,233	102,241,010	2,918,777
Expenditures				
General government	16,982,720	17,413,563	14,654,125	2,759,438
Public safety	42,155,803	42,360,647	41,130,933	1,229,714
Public Services - Transportation	9,137,653	10,550,251	7,762,874	2,787,377
Public Services - Environmental services	6,538,698	6,782,165	6,617,193	164,972
Community and economic development	7,319,590	7,587,893	6,689,354	898,539
Cultural and recreation	17,955,120	18,684,478	17,183,579	1,500,899
Total expenditures	100,089,584	103,378,997	94,038,058	9,340,939
Revenues over (under) expenditures	(1,236,390)	(4,056,764)	8,202,952	12,259,716
Other financing sources (uses):				
Proceeds from installment purchases	1,375,000	1,375,000	1,375,000	-
Transfers in	2,860,000	2,860,000	1,160,000	(1,700,000)
Transfers in related to payment in lieu of tax	785,500	785,500	785,500	-
Transfers out	(6,959,312)	(6,941,165)	(6,912,243)	28,922
Appropriated fund balance	3,175,202	5,977,429	-	(5,977,429)
Total other financing sources (uses)	1,236,390	4,056,764	(3,591,743)	(7,648,507)
Net change in fund balance	$ -	$ -	4,611,209	$ 4,611,209
Fund balances, beginning,			26,376,824	
Fund balances, ending			$ 30,988,033	

The notes to basic financial statements are an integral part of this statement.

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Net Assets
Proprietary Funds
June 30, 2012

	Major Funds	
	Business-type Activities -Enterprise Funds	
	WATER AND SEWER	ELECTRIC
ASSETS		
Current assets		
Cash and investments	$ 43,161,793	$ 44,210,727
Receivables:		
Accounts and grants (net)	3,000,947	7,433,488
Assessments (net)	71,421	-
Accrued interest	61,910	66,089
Inventory	-	5,497,569
Prepaid expenses	-	25,000
Total current assets	46,296,071	57,232,873
Noncurrent assets		
Restricted assets:		
Cash and investments	10,393,434	1,709,836
Deferred charges	2,251,797	-
Due from other fund	-	-
Capital assets:		
Land	7,488,038	758,364
Buildings and other improvements	73,896,890	154,965
Machinery and equipment	12,917,467	15,024,636
Infrastructure	342,658,953	100,211,750
Intangibles	-	2,573,325
Construction in progress	16,606,761	3,135,176
Less accumulated depreciation	(150,711,347)	(68,567,596)
Total capital assets (net of accumulated depreciation)	302,856,762	53,290,620
Total noncurrent assets	315,501,993	55,000,456
Total Assets	$ 361,798,064	$ 112,233,329
LIABILITIES AND NET ASSETS		
Liabilities		
Current liabilities		
Accounts payable and accrued expenses	$ 1,180,919	$ 10,303,321
Current maturities of long-term debt	9,462,969	-
Current maturities of compensated absences	363,965	299,985
Accrued interest payable	1,248,347	-
Deposits	210,096	684,002
Total current liabilities	12,466,296	11,287,308
Noncurrent liabilities		
Accrued closure/postclosure costs	-	-
Other liabilities	-	-
Loans payable	8,609,361	-
Other post employment benefits accrual	566,086	547,334
General obligation bonds payable	32,417,491	-
Revenue bonds payable	125,024,901	-
Obligation under installment purchases	-	-
Compensated absences	97,294	119,197
Unearned revenue	134,587	1,098,401
Total Noncurrent liabilities	166,849,720	1,764,932
Total Liabilities	179,316,016	13,052,240
Net assets		
Invested in capital assets, net of related debt	137,525,378	53,290,620
Restricted for capital projects	-	1,025,834
Restricted for grant programs	-	-
Unrestricted	44,956,670	44,864,635
Total Net Assets	182,482,048	99,181,089
Total Liabilities and Net Assets	$ 361,798,064	$ 112,233,329

Reconciliation to the Statement of Net Assets:
Net assets of enterprise funds
Adjustment to reflect the profit/loss distribution of internal service fund activities
Net assets of business-type activities

The notes to basic financial statements are an integral part of this statement.

Business-type Activities -Enterprise Funds		Governmental Activities
NONMAJOR ENTERPRISE FUNDS	TOTAL ENTERPRISE	INTERNAL SERVICE FUND
$ 40,131,904	$ 127,504,424	$ 2,976,087
1,468,252	11,902,687	42,862
-	71,421	-
56,888	184,887	-
77,343	5,574,912	115,602
226,579	251,579	-
41,960,966	145,489,910	3,134,551
1,596,188	13,699,458	-
39,484	2,291,281	-
963,351	963,351	-
3,588,895	11,835,297	87,740
23,941,535	97,993,390	13,434,461
8,707,154	36,649,257	32,292,033
8,411,367	451,282,070	-
-	2,573,325	-
13,487,058	33,228,995	487,379
(26,787,668)	(246,066,611)	(30,360,853)
31,348,341	387,495,723	15,940,760
33,947,364	404,449,813	15,940,760
$ 75,908,330	$ 549,939,723	$ 19,075,311
$ 700,035	$ 12,184,275	$ 828,670
342,191	9,805,160	272,431
202,909	866,859	104,365
125,083	1,373,430	-
5,445	899,543	-
1,375,663	25,129,267	1,205,466
13,919,864	13,919,864	-
-	-	-
-	8,609,361	-
577,289	1,690,709	127,130
13,088,757	45,506,248	-
-	125,024,901	-
-	-	830,833
97,813	314,304	15,667
1,956,122	3,189,110	-
29,639,845	198,254,497	973,630
31,015,508	223,383,764	2,179,096
19,498,086	210,314,084	14,837,496
-	1,025,834	-
385,755	385,755	-
25,008,981	114,830,286	2,058,719
44,892,822	326,555,959	16,896,215
$ 75,908,330	$ 549,939,723	$ 19,075,311
	$ 326,555,959	
	306,043	
	$ 326,862,002	

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Revenues, Expenses and Changes in Fund Net Assets
Proprietary Funds
For the Year Ended June 30, 2012

	Major Funds	
	Business-type - Enterprise Funds	
	WATER AND SEWER	ELECTRIC
Operating revenues		
Charges for services	$ 43,314,099	$ 112,805,454
Licenses and permits	-	-
Intergovernmental	435,938	-
Miscellaneous	664,704	112,823
Total operating revenues	44,414,741	112,918,277
Operating expenses		
Management and administration	2,169,125	773,841
Maintenance and distribution	7,474,086	9,999,741
Power purchases	-	90,788,214
Treatment plants	8,511,882	-
Other services and charges	337,928	4,249,962
Depreciation and amortization	11,904,681	3,973,016
Total operating expenses	30,397,702	109,784,774
Operating income	14,017,039	3,133,503
Nonoperating revenues (expenses)		
Interest on investments	337,721	305,526
Miscellaneous and other nonoperating	27,165	11,761
Interest expense and fiscal charges	(7,943,781)	-
Amortization of financing costs	51,924	-
Reimbursements from other funds	-	1,829,608
Intergovernmental revenues	653,755	-
Developer contributions	-	1,025,834
Reimbursements to other funds	(4,425,656)	(2,587,905)
Gain (loss) on disposal of capital assets	35,851	-
Total nonoperating revenues (expenses)	(11,263,021)	584,824
Income (loss) before capital contributions and transfers	2,754,018	3,718,327
Capital contributions	1,868,126	-
Transfers in	-	-
Transfers out	(189,149)	(2,024,047)
Change in net assets	4,432,995	1,694,280
Total net assets - beginning	178,049,053	97,486,809
Total net assets - ending	$ 182,482,048	$ 99,181,089

Reconciliation to the Statement of Activities:
Change in net assets of enterprise funds
Adjustment to reflect the profit/loss distribution of internal service fund activities
Change in net assets - business-type activities

The notes to basic financial statements are an integral part of this statement.

Business-type - Enterprise Funds		Governmental Activities
NON MAJOR ENTERPRISE FUNDS	TOTAL	INTERNAL SERVICE FUND
$ 10,703,505	$ 166,823,058	$ 12,100,464
353,458	353,458	-
2,086,013	2,521,951	-
5,925	783,452	13,422
13,148,901	170,481,919	12,113,886
9,700,039	12,643,005	8,582,968
-	17,473,827	-
-	90,788,214	-
-	8,511,882	-
-	4,587,890	-
1,301,627	17,179,324	3,074,634
11,001,666	151,184,142	11,657,602
2,147,235	19,297,777	456,284
321,621	964,868	-
2,317	41,243	121,455
(581,454)	(8,525,235)	(21,756)
(1,626)	50,298	-
-	1,829,608	-
-	653,755	-
-	1,025,834	-
(591,306)	(7,604,867)	-
-	35,851	232,261
(850,448)	(11,528,645)	331,960
1,296,787	7,769,132	788,244
352,718	2,220,844	1,265
1,360,091	1,360,091	-
(45,058)	(2,258,254)	(31,806)
2,964,538	9,091,813	757,703
41,928,284	317,464,146	16,138,512
$ 44,892,822	$ 326,555,959	$ 16,896,215
	$ 9,091,813	
	222,889	
	$ 9,314,702	

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2012

	Major Funds	
	Business-Type - Enterprise Funds	
	WATER AND SEWER	ELECTRIC
Cash Flows From Operating Activities		
Receipts from customers and users	$ 45,517,091	$ 113,584,490
Receipts from interfund services provided	-	-
Payments to employees and related fringe benefits	(7,475,514)	(6,896,790)
Payments to suppliers and operating costs	(11,224,136)	(99,796,843)
Net Cash provided by Operating Activities	26,817,441	6,890,857
Cash Flows From Non Capital Financing Activities		
Transfers in	-	-
Transfers out	(189,149)	(2,024,047)
Advances and reimbursements from other funds	-	-
Miscellaneous and other nonoperating	27,165	11,761
Reimbursements (to) from other funds	(4,425,656)	(758,297)
Net Cash provided (used) by Non-Capital Financing activities	(4,587,640)	(2,770,583)
Cash Flows From Financing Activities		
Proceeds from issuance of long-term debt	42,792,879	-
Payment to trustee for refunded bonds	(42,270,653)	-
Capital contributions	-	1,025,834
Principal payments on long-term debt	(8,353,007)	-
Interest payments and fiscal charges on long-term debt	(8,631,501)	-
Proceeds collected on the sale of capital assets	37,100	-
Acquisition and construction of capital assets	(4,252,337)	(896,348)
Net Cash used by Financing Activities	(20,677,519)	129,486
Cash Flows From Investing Activities		
Interest earned on investments	339,751	313,699
Net Cash provided by Investing Activities	339,751	313,699
Net increase (decrease) in cash and investments	1,892,033	4,563,459
Cash and investments at the beginning of the year	51,663,194	41,357,104
Cash and investments at the end of the year	$ 53,555,227	$ 45,920,563
Operating income	$ 14,017,039	$ 3,133,503
Adjustments to reconcile Operating Income to		
Net Cash Provided by (used in) Operating Activities:		
Depreciation and amortization	11,904,681	3,973,016
Change in net assets		
(Increase) decrease in Accounts Receivable	1,055,824	(359,122)
(Increase) decrease in Inventories	-	(471,203)
(Increase) decrease in Prepaid Expenses	-	(25,000)
Increase (decrease) in Payables and Accrued Expenses	(274,812)	(499,218)
Increase (decrease) in Deposits	8,681	23,676
Increase (decrease) in OPEB Liability	89,688	96,587
Increase (decrease) in Vacation Leave Accrual	(21,505)	16,959
Increase (decrease) in Unearned Revenue	37,845	1,001,659
Total adjustments	12,800,402	3,757,354
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 26,817,441	$ 6,890,857
NONCASH FINANCING ACTIVITIES		
Capital assets contributed by developers and other funds	$ 1,868,126	$ -
Forgiveness of ARRA loan principal	$ 653,755	

The notes to basic financial statements are an integral part of this statement.

Business-Type - Enterprise Funds		Governmental Activities
NONMAJOR ENTERPRISE FUNDS	TOTAL ENTERPRISE FUNDS	INTERNAL SERVICE FUND
$ 13,319,258	$ 172,420,839	$ 15,177
-	-	12,100,464
(4,960,450)	(19,332,754)	(2,202,602)
(5,842,308)	(116,863,287)	(5,887,068)
2,516,500	36,224,798	4,025,971
1,360,091	1,360,091	-
(45,058)	(2,258,254)	(31,806)
141,436	141,436	-
2,317	41,243	121,455
(591,306)	(5,775,259)	-
867,480	(6,490,743)	89,649
3,712,277	46,505,156	675,000
(3,652,663)	(45,923,316)	-
-	1,025,834	-
(314,399)	(8,667,406)	(102,788)
(656,314)	(9,287,815)	(21,755)
-	37,100	369,944
(7,231,413)	(12,380,098)	(4,519,593)
(8,142,512)	(28,690,545)	(3,599,192)
334,151	987,601	-
334,151	987,601	-
(4,424,381)	2,031,111	516,428
46,152,473	139,172,771	2,459,659
$ 41,728,092	$ 141,203,882	$ 2,976,087
$ 2,147,235	$ 19,297,777	$ 456,284
1,301,627	17,179,324	3,074,634
103,286	799,988	1,755
(5,087)	(476,290)	15,873
(128,619)	(153,619)	-
(1,042,798)	(1,816,828)	461,081
(40)	32,317	-
67,563	253,838	16,891
6,222	1,676	(547)
67,111	1,106,615	-
369,265	16,927,021	3,569,687
$ 2,516,500	$ 36,224,798	$ 4,025,971
$ 352,718	$ 2,220,844	$ -
	$ 653,755	

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Fiduciary Net Assets
Fiduciary Funds
June 30, 2012

ASSETS	GENERAL AGENCY FUND	PENSION TRUST FUND	PRIVATE PURPOSE TRUST FUND
Cash and cash equivalents	$ 228,180	$ 310,031	$ 892,814
Accounts receivable	66	-	-
Accrued interest	-	450	8
Total assets	$ 228,246	$ 310,481	$ 892,822
LIABILITIES			
Accounts payable	$ 228,246	$ -	$ -
Total liabilities	228,246	-	-
NET ASSETS			
Held in trust for pension benefits	$ -	$ 310,481	$ 892,822

The notes to basic financial statements are an integral part of this statement.

CITY OF HIGH POINT, NORTH CAROLINA

Statement of Changes in Fiduciary Net Assets
Fiduciary Funds
For the Year Ended June 30, 2012

	PENSION TRUST FUND	PRIVATE PURPOSE TRUST FUND
Additions:		
Employer contributions	$ 50,000	$ -
Transfer of assets from prior custodian	-	946,438
Investment earnings (net)	2,104	410
Total additions	52,104	946,848
Deductions:		
Benefits	-	53,550
Administrative expenses	-	476
Total deductions	-	54,026
Change in net assets	52,104	892,822
Net assets, beginning of year	258,377	-
Net assets, end of year	$ 310,481	$ 892,822

The notes to basic financial statements are an integral part of this statement.

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Note 1. Summary of Significant Accounting Policies

The accounting policies of the City of High Point, North Carolina, and its discretely presented component unit conform to accounting principles generally accepted in the United States of America (GAAP) as applicable to governments.

The City's financial statements are prepared in accordance with GAAP. The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements. Although the City has the option to apply FASB pronouncements issued after that date to its business-type activities and enterprise funds, the City has chosen not to do so.

The more significant accounting policies established in GAAP and used by the City are discussed below. The following is a summary of the more significant accounting policies:

A. Description of Unit and Reporting Entity

The City of High Point is located in the Piedmont area of the State and has a population of 107,157. The City is a municipal corporation which is governed by an elected mayor and an eight-member council and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, sanitation, culture-recreation, public improvements, planning and zoning, and general administrative services. As required by GAAP, these financial statements present the City and its component unit, a legally separate entity for which the City is financially accountable. The discretely presented component unit (City of High Point ABC Board) is reported in a separate column in the City's financial statements in order to emphasize that it is legally separate from the City.

City of High Point ABC Board

The City appoints the members of the ABC Board's governing board. In addition, the ABC Board is required by State statute to distribute its surpluses to the General Fund of the City. The ABC Board, which has a June 30 year-end, is presented as if it were a proprietary fund (discrete presentation). Complete financial statements and related information for the ABC Board may be obtained from the entity's administrative offices at City of High Point ABC Board, 201 W. Fairfield Road, High Point, NC 27261.

B. Basic Financial Statements—Government-Wide Statements

The City's basic financial statements include both government-wide (reporting the City as a whole) and fund financial statements (reporting the City's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The City's general administrative, public services, police and fire, parks and recreation, and library are classified as governmental activities. The City's water, sewer, electric, mass transit, parking, landfill and storm water services are classified as business-type activities.

In the government-wide Statement of Net Assets, both the governmental and business-type activities columns (a) are presented on a consolidated basis by column, and (b) are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net assets are reported in three parts—invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets.

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions and business-type activities (police, fire, public works, etc.). The functions are also supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function (police, fire, public services, etc.) or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales, intergovernmental revenues, interest income, etc.).

The City does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the respective Fund) to recover the direct costs of General Fund services provided (financial services, human resources, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net assets resulting from the current year's activities.

C. Basic Financial Statements—Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses. The various funds are reported by generic classification within the financial statements.

The City uses the following fund types:

a. Governmental Funds:

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the City:

1. General Fund. The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund. The primary revenue sources are ad valorem taxes, State-shared revenues, and various other taxes and licenses. The primary expenditures are for public safety (police and fire), public works and cultural and recreation.
2. Special Revenue Fund. The Special Revenue Funds are used to account for the proceeds of specific revenue sources (other than special assessments) that are legally restricted to expenditures for specified purposes. The City maintains two special revenue funds: The Special Grants Fund and The Community Development Fund.
3. Debt Service Fund. The General Debt Service Fund is used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.

4. General Capital Projects Fund. The General Capital Projects Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds).

   The General Fund and the General Capital Projects Fund are the major governmental funds.

b. Proprietary Funds:

The focus of proprietary fund measurement is upon determination of operating income, changes in net assets, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the City:

Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

The City maintains six enterprise funds: the Water and Sewer Fund, the Electric Fund, the Mass Transit Fund, the Parking Facilities Fund, the Landfill Facilities Fund and the Storm Water Fund. For financial reporting purposes, the Water & Sewer Capital Projects Ordinance Fund, the Water Capital Reserve Fund, the Sewer Capital Reserve Fund, the Mass Transit Capital Reserve Fund, the Landfill/Recycling Facilities Capital Projects Ordinance Fund, the Landfill Closure and Post-closure Reserve Fund, and the Storm Water Facilities Capital Projects Ordinance Fund have been consolidated with their respective Enterprise Fund.

The Water and Sewer Fund and the Electric Fund are the only major enterprise funds of the City.

c. The City reports the following additional fund types:

1. Internal service funds are used to account for the financing of goods or services provided by an activity to other departments, funds or component units of the City on a cost-reimbursement basis. The City has one Internal Service Fund. The components of the Internal Service Fund are Fleet Maintenance, Radio Repair, Facility Services, and Computer Replacement.

2. Fiduciary Funds are used to report assets held in a trustee or agency capacity for others and therefore are not available to support City programs. The fiduciary funds of the City are the General Agency Fund, the Law Enforcement Officers (LEO) Pension Trust Fund and the High Point Firefighters Pension & Disability Trust Fund.

   The General Agency Fund is custodial in nature (assets equal liabilities) and does not involve measurement of the results of operations. The Agency Fund is used to account for assets the City holds on behalf of others.

   Pension trust funds are used to report resources that are required to be held in trust for the members and beneficiaries of defined benefit plans, defined contribution plans or other postemployment benefit plans. The City maintains a pension trust fund and a private purpose pension trust fund. The LEO Pension Trust Fund accounts for the Law Enforcement Officers' Special Separation Allowance, a single-employer, public employee retiree system.

   Private-purpose trust funds are used to account for resources legally held in trust under which the trust's principal and income benefit individual, private organizations, or other governments. The City assumed the financial trustee responsibilities of the High Point Firefighters Pension and Disability Trust as of November 1, 2011. The High Point Firefighters Pension and Disability Fund accounts for the

supplemental pension benefits provided to eligible retired firefighters by the local board of trustees who administer the single-employer, public employee retiree system.

The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories. Nonmajor funds by category are summarized into a single column. GASB No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The non-major funds are combined in a single column in the fund financial statements. The City may elect to report funds as major even if the minimum criteria set forth by GASB No. 34 is not met due to the public interest of the funds.

The City's internal service fund is presented in the proprietary funds financial statements. Because the principal users of the internal services are the City's governmental activities, the financial statement of the internal service fund is consolidated into the governmental column when presented in the government-wide financial statements. To the extent possible, the cost of these services is reported in the appropriate functional activity (police, fire, public works, etc.).

The City's fiduciary funds are presented in the fiduciary fund financial statements by type (pension, private purpose and agency). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

D. Measurement Focus and Basis of Accounting

In accordance with North Carolina General Statutes, all funds of the City are maintained during the year using the modified accrual basis of accounting.

Government-wide, Proprietary, and Fiduciary Fund Financial Statements. The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus. The government-wide, proprietary, and fiduciary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and delivering goods in connection with the primary activities of the proprietary funds. For the City of High Point, these operating revenues are charges to customers for sales and services for the Water and Sewer Fund, Electric Fund, Mass Transit Fund, Parking Facilities Fund, the Landfill Facilities Fund and the Storm Water Fund. Operating expenses for these enterprise funds include the costs of sales and providing services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Governmental Fund Financial Statements. Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General

capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under installment financing contracts are reported as other financing sources.

The City considers all revenues available if they are collected within 90 days after year-end, except for property taxes. Ad valorem taxes receivable are not accrued as revenue because the amount is not susceptible to accrual. At June 30, taxes receivable are materially past due and are not considered to be an available resource to finance the operations of the current year. Also, as of January 1, 1993, State law altered the procedures for the assessment and collection of property taxes on registered motor vehicles in North Carolina. Effective with this change in the law, Guilford, Randolph, Davidson, and Forsyth counties are responsible for billing and collecting the property taxes on registered motor vehicles on behalf of all municipalities and special tax districts in the respective county, including the City of High Point.

For motor vehicles registered under the staggered system, property taxes are due the first day of the fourth month after the vehicles are registered. The billed taxes are applicable to the fiscal year in which they become due. Therefore, the City's vehicle taxes for vehicles registered in Guilford County from March 2011 through February 2012 apply to the fiscal year ended June 30, 2012. Uncollected taxes that were billed during this period are shown as a receivable in these financial statements and are offset by deferred revenues.

Sales taxes and certain intergovernmental revenues, such as the utilities franchise tax, collected and held by the State at year-end on behalf of the City are recognized as revenue. Intergovernmental revenues and sales and services are not susceptible to accrual because generally they are not measurable until received in cash. Grant revenues that are unearned at year-end are recorded as unearned revenues. Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants, and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted net assets available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants, and then by general revenues.

E. Budgetary Data

The City's budgets are adopted as required by the North Carolina General Statutes. An annual budget is adopted for the General, Special Revenue, Debt Service, Enterprise Funds, and Internal Service Funds. All annual appropriations lapse at the fiscal-year end.

Capital Project Funds, including the Enterprise Capital Projects Funds, are budgeted on a project or an annual basis depending on the estimated life of the project. The enterprise fund projects are consolidated with their respective operating fund for reporting purposes. A financial plan was adopted by City Council as part of the Annual Budget ordinance approval for the Internal Service Fund operations as required by the General Statutes. All budgets are prepared using the modified accrual basis of accounting.

Expenditures may not legally exceed appropriations at the functional level for all annually budgeted funds and at the functional level for the multi-year funds. The City Manager is authorized by the budget ordinance to make unlimited transfers within a fund; however, the governing board must approve any revisions that alter the total expenditures of any fund.

A budget calendar is included in the North Carolina General Statutes, which prescribes the last day on which certain steps of that budget procedure are to be performed.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Prior to June 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing July 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. Prior to June 30, the budget is legally enacted through passage of an ordinance.

4. The City monitors budget performance through the Budget and Evaluation Office. The office monitors revenues and reviews expenditures against the departmental budget and prepares budget amendments as necessary.

F. Assets, Liabilities, and Net Assets or Equity

1. Deposits and Investments

All deposits of the City and of the ABC Board are made in board-designated official depositories and are secured as required by state law (G.S. 159-31). The City and the ABC Board may designate, as an official depository, any bank or savings association whose principal office is located in North Carolina. Also, the City and the ABC Board may establish time deposit accounts such as NOW and SuperNOW accounts, money market accounts, and certificates of deposit.

State law (G.S. 159-30 (c)) authorizes the City and the ABC Board to invest in obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States; obligations of the State of North Carolina; bonds and notes of any North Carolina local government or public authority; obligations of certain non-guaranteed federal agencies; certain high quality issues of commercial paper and banker's acceptances; and the North Carolina Capital Management Trust (NCCMT).

The City and the ABC Board's investments with a maturity of more than one year at acquisition and non-money market investments are reported at fair value as determined by quoted market prices. The securities of the NCCMT Cash Portfolio, an SEC registered (2a-7) money market mutual fund, are valued at fair value, which is the NCCMT's share price. The NCCMT Term Portfolio's securities are valued at fair value.

As allowed by State law, the City has invested in securities which are callable and which provide for periodic interest rate increases in specific increments until maturity. These investments are reported at fair value as determined by quoted market prices.

2. Cash and Cash Equivalents

The City pools money from several funds to facilitate disbursement and investment and to maximize investment income. Therefore, all cash and investments are essentially demand deposits and are considered cash and cash equivalents. The ABC Board considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash and cash equivalents.

3. Restricted Assets

The financial statements of the enterprise funds have been consolidated to include applicable reserve funds and capital project funds. The assets of these funds are classified as restricted because their use is restricted. The unexpended bond proceeds of Combined Enterprise System Revenue Bonds and General Obligation Bonds issued by the City are classified as restricted assets for the enterprise funds and capital project fund because their use is completely restricted to the purposes for which the bonds were issued. In addition, customer utility deposits in the enterprise funds and surety deposits on erosion control and subdivision requirements in the General Fund are restricted. In the Mass Transit Fund, proceeds from sale of assets where proceeds exceed a certain threshold are restricted by the granting agency for a specific purchase in a future year.

4. Ad Valorem Tax Receivable

In accordance with state law (G.S. 105-347 and G-S. 159-13 (a)), the City levies ad valorem taxes on property other than motor vehicles on July 1, the beginning of the fiscal year. The levy is based on the

assessed valuation of property located in the City as of January 1, 2011. Value of personal property is established annually, and by state law, real property must be appraised at least once every eight years. The last revaluation of real property became effective with the 2004 tax levy. The City's current combined tax rate is $.662. Property taxes are levied July 1, the beginning of the fiscal year, and are due on September 1 (lien date) and payable without penalty or interest until the sixth of January.

On and after January 6, taxes become delinquent; a lien attaches to the property, and a penalty of 2 percent is assessed. On February 1, interest accrues at the rate of .75 percent per month until paid. As allowed by State law, the City has established a schedule of discounts that apply to taxes that are paid prior to the due date. In the City's General Fund, ad valorem tax revenues are reported net of such discounts.

The City has arrangements with Guilford, Randolph, Davidson and Forsyth counties for the billing and collecting of the City's property taxes.

The City is permitted by the general statutes of the State to levy taxes up to $1.50 per $100 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt, and in unlimited amounts for the payment of principal and interest on long-term debt.

The tax rate to finance general governmental services other than the payment of principal and interest on long-term debt for the year ended June 30, 2012, was $.628 per $100, which means that the City has a tax margin of $.872 per $100.

5. Allowances for Doubtful Accounts

All receivables that historically experience uncollectible accounts are shown net of an allowance for doubtful accounts. This amount is estimated by analyzing the percentage of receivables that were written off in prior years.

6. Assessments Receivable

Assessments receivable in the general fund are not accrued as revenue because they are not considered to be both “measurable and available.” The amount of the receivable is reduced by a valuation reserve equal to the average loss on assessments based upon past experience. The net receivable amount is included in deferred revenue on the liability side of the balance sheet.

Assessment principal in the water and sewer funds is recorded as contributed capital revenue and assessment interest is recorded as revenue when billed.

7. Notes Receivable

Notes receivable for the Community Development Fund represent loans made through grant programs that are collectible in future fiscal years. Recognition of this revenue is deferred until both measurable and available in the governmental funds. In the government-wide financial statements, however, these amounts are reported as revenues in the year that they are earned.

8. Inventory and Prepaid Items

Inventories of the City are valued at cost (first-in, first-out), which approximates market. Inventories in the internal service and enterprise funds and those of the ABC Board consist of expendable supplies held for consumption. The costs of these inventories are recorded as an expense as the inventories are consumed. The City of High Point ABC Board values its inventory at replacement cost.

Certain payments to vendors reflect costs applicable to future accounting periods, are recorded as prepaid items in both government–wide and fund financial statements, and are expensed as the items are used.

9. Capital Assets

Capital assets of the City are defined as assets with an initial cost of more than a certain amount and estimated useful life of more than three years. The minimum capitalization cost for all capital assets excluding infrastructure and land is $5,000. Infrastructure has a capitalization threshold of $50,000. All land is capitalized, regardless of cost. The City's purchased capital assets are recorded at cost. Donated capital assets are listed at fair value at the time of donation. General infrastructure assets acquired prior to July 1, 2003, consist of the road network (roads, curbs and gutters, sidewalks, and bridges) that were acquired, contributed by contractors, or that received substantial improvements subsequent to July 1, 1980, and are reported at estimated historical deflated replacement cost. The cost of normal maintenance and repairs that do not add to the value or materially extend the assets' lives are not capitalized.

Depreciation of capital assets is provided on the straight-line method over their estimated useful lives:

Buildings	25-50 years
Infrastructure	10-40 years
Improvements	10-20 years
Machinery and equipment	3-20 years
Computer software	5-10 years

Capital assets in the proprietary funds of the City and of the ABC Board are recorded at original cost at the time of acquisition. Property, plant, and equipment donated to the proprietary fund type operations are recorded at the estimated fair value at the date of donation. Capital assets of the ABC Board are depreciated over their useful lives on a straight-line basis as follows:

Buildings	20 years
Equipment	10 years
Furniture and fixtures	5 years
Automobiles	7 years

The City evaluates prominent events or changes in circumstances affecting capital assets to determine whether impairment of a capital asset has occurred. A capital asset is generally considered impaired if both (a) the decline in service utility of the capital asset is large in magnitude and (b) the event or change in circumstance is outside the normal life cycle of the capital asset. Impaired capital assets that will no longer be used by the City are reported at the lower of carrying value or fair value. Impairment losses on capital assets that will continue to be used by the City are measured using the method that best reflects the diminished service utility of the capital asset. Any insurance recoveries received as a result of impairment events or changes in circumstances resulting in the impairment of a capital asset are netted against the impairment loss.

10. Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method that approximates the effective interest method. Bonds payable are reported net of the applicable bond premiums or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

In fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

11. Compensated Absences

The vacation policy of the City provides for the accumulation of up to thirty-seven and one-half (37.5) days earned vacation leave with such leave being fully vested when earned. For the City's government-wide and proprietary funds, an expense and liability for compensated absences are recorded as the leave is earned. Compensated absences are reported in the governmental funds only if they have matured. The current portion of the accumulated vacation pay has been estimated based on historical trends.

Both the City and the ABC Board's sick leave policies provide for an unlimited accumulation of earned sick leave. Sick leave does not vest, but any unused sick leave accumulated at the time of retirement may be used in the determination of length of service for retirement benefit purposes. Since neither the City nor the ABC Board has any obligation for the accumulated sick leave until it is actually taken, no accrual for sick leave has been made.

12. Net Assets / Fund Balances

Net assets in government-wide and proprietary fund financial statements are classified as invested in capital assets, net of related debt; restricted; and unrestricted.

- Invested in capital assets, net of related debt represents the portion of net assets associated with nonliquid-capital assets less the outstanding capital asset related debt.

- Restricted net assets represent constraints on resources that are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through State statute.

- Unrestricted net assets represent net assets with no externally imposed restrictions on use. While the City has allocated portions of unrestricted assets for various purposes, the City has the unrestricted authority to revisit or alter the allocation with managerial or City Council decision.

Governmental fund financial fund balances are represented as follows:

In the governmental fund financial statements, fund balance is composed of five classifications designed to disclose the hierarchy of constraints placed on how fund balance can be spent.

The governmental fund types classify fund balances as follows:

Nonspendable Fund Balance

This classification includes amounts that cannot be spent because they are (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Prepaid items – represents that portion of fund balance in the governmental funds for prepaid items, such as postage and other prepaid expenses.

Restricted Fund Balance

This classification includes amounts that are restricted to specific purposes externally imposed by creditors or imposed by law.

Restricted for Stabilization by State Statute - portion of fund balance which is not available for appropriation under State law (G.S. 159-8(a)). This amount is usually comprised of accounts receivable, interfund receivables that have not been offset by deferred revenues, and encumbrances as shown in Note 2.B.6.

Restricted for transportation – portion of fund balance restricted by revenue source for sidewalk and turn lane construction improvements. This amount does not include any balance of unexpended Powell Bill funds which would be disclosed with its own fund balance component.

Restricted for debt service – portion of fund balance of the General Debt Service Fund restricted by revenue source to service the debt service payments of general government debt.

Restricted for grant programs – portion of fund balance restricted by various granting agencies for expenditures for public safety, planning and community development, and culture and recreation.

Restricted for capital projects – portion of fund balance restricted by revenue source for certain capital project purposes as defined by applicable bond and other debt instruments.

Committed Fund Balance

This classification of fund balance can only be used for specific purposes imposed by a majority vote by quorum of the City of High Point's City Council (the highest level of decision making authority). Any changes or removal of specific purpose requires a similar majority action by the governing body.

Committed for economic development purposes – portion of fund balance available for appropriation that has been committed by City Council for economic development incentives and reimbursements.

Committed for benefits and wellness – portion of fund balance available for appropriation that has been committed by City Council for employee healthcare improvement purposes.

Committed for market development purposes – portion of fund balance available for appropriation that has been committed by City Council for Market Authority development.

Committed for capital projects – portion of fund balance available for appropriation that has been committed by City Council for specific capital projects.

Assigned Fund Balance

This classification of fund balance has been designated to use for specific purposes. Fiscal policies adopted by the City Council allow the governing body to make informal action to assign a portion of fund balance for a particular purpose or program and extends similar authority to the City Manager. Assigned fund balances lapse at the end of the fiscal year unless these assignments are extended.

Assigned for subsequent year's expenditures - portion of fund balance that is appropriated in the adopted 2012-2013 budget ordinance that is not already classified in restricted or committed.

Assigned for general government – portion of fund balance that has been budgeted for downtown streetscape improvements and human resources and financial services projects.

Assigned for public safety – portion of fund balance that has been budgeted for High Point Police Community Day activities.

Assigned for culture and recreation - portion of fund balance that has been budgeted for lighting system improvements at the High Point Theatre; portion of fund balance assigned in support of the Baldwin Museum; portion of fund balance that has been budgeted by the City Council for capital improvements at High Point Parks and Recreation Department facilities.

Assigned for planning and community development – portion of fund balance that has been budgeted by the City Council for enhancements to the base mapping project; portion of fund balance that has been budgeted by the City Council for implementation of the core city project.

Assigned for public services and transportation – portion of fund balance that has been budgeted by the City Council for various future transportation and public services capital projects.

Assigned fund balances	June 30, 2012
Subsequent years' expenditures	$ 5,166,175
General government (StreetScape)	98,403
General government (Human Resources)	10,023
General government (Financial Services)	40,000
Public safety	5,980
Culture and recreation (Theatre)	52,937
Culture and recreation (Museum)	10,000
Culture and recreation (Parks and Rec.)	335,460
Planning and comm. dev. (Base Mapping)	95,763
Planning and comm. dev. (Core City)	28,296
Public services and Transportation (Trans.)	535,694
Public services and Transportation (Pub. Svcs.)	609,493
Total assigned fund balances	$ 6,988,224

Unassigned Fund Balance

This is that portion of fund balance which has not been restricted, committed or assigned to specific purposes or other funds.

The City of High Point has a revenue spending policy for programs and activities with multiple revenue sources. The Financial Services Director will use resources in the following hierarchy: federal funds, state funds, bond and/or installment contract proceeds, local non-city funds, city funds. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance, and lastly unassigned fund balance. The Financial Services Director and City Manager have the authority to deviate from this policy where it is in the best interest of the City.

The City of High Point has also adopted a minimum fund balance policy for the General Fund which provides that the City will maintain an available fund balance at least equal to or greater than 10% of budgeted expenditures.

G. Revenues, Expenditures and Expenses

1. Grant Revenue

The City recognizes revenues (net of estimated uncollectible amount, if any), when all applicable eligibility requirements, including time requirements, are met. Resources transmitted to the City before meeting the eligibility requirements are recorded and reported as deferred revenues.

2. Investment income

The City recognizes investment income from pooled cash and investments as revenues in the individual funds based on the percentage of a fund’s average monthly investment in pooled cash and investments to the total average monthly-pooled equity in pooled cash and investments. All investment earnings are allocated and recorded monthly in each individual fund.

3. Interfund Transactions

Interfund transactions are either services provided, reimbursements or transfers. Services that are deemed to be reasonably equivalent in value are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs the cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement, if material. All other interfund transactions are presented as transfers. Transfers within governmental activities and business-type activities are eliminated upon consolidation.

The City also transfers capital assets between funds as needed. These types of transfers are reflected as loss on disposal in the fund making the transfer and capital contributions in the fund receiving the assets.

Also, the ABC Board makes quarterly transfers to the City's General Fund. These transfers represent the City's portion of the Board's surpluses that the ABC Board is required by State statute to distribute to the City. These transactions are considered external transactions – that is, revenues and expenses.

H. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2. Detail Notes on All Funds

A. Assets

1. Deposits

All the deposits of the City and the ABC Board are either insured or collateralized by using one of two methods. Under the Dedicated Method, all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by the City's or the ABC Board's agents in these units' names. Under the Pooling Method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. Since the State Treasurer is acting in a fiduciary capacity for the City and the ABC Board, these deposits are considered to be held by the City's and the ABC Board's agents in their names. The amount of the pledged collateral is based on an approved averaging method for non-interest bearing deposits and the actual current balance for interest-bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering uninsured deposits. The State Treasurer does not confirm this information with the City, the ABC Board or the escrow agent. Because of the inability to measure the exact amounts of collateral pledged for the City or the ABC Board under the Pooling Method, the potential exists for under collateralization, and this risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method. The City and the ABC Board have no formal policy regarding custodial credit risk for deposits, but rely on the State Treasurer to enforce standards of minimum capitalization for all pooling method financial institutions and to monitor them for compliance.

The City and the ABC Board comply with the provisions of G.S. 159-31 when designating official depositories and verifying that deposits are properly secured.

At June 30, 2012, the City's deposits had a carrying amount of $31,650,849 and a bank balance of $32,198,650. The carrying amount of deposits for the ABC Board was $1,999,224 and the bank balance was $1,862,040. Of the bank balances, the City and the ABC Board had $1,670,120 and $550,000 respectively covered by federal depository insurance and the remainder of $30,528,530 and $1,312,040

respectively was covered by collateral held under the pooling method. At June 30, 2012 the City and the ABC Board held petty cash funds of $20,025 and $13,650 respectively.

2. Investments

At June 30, 2012, the City's investment balances were as follows:

	Fair Value	Maturity	Rating
U.S. Treasuries & Agencies	$ 48,106,334	1 to 5 Years	
Commercial Paper	3,996,247	10/15/2012	A1P1
NC Capital Management Trust - Cash Portfolio	134,990,462	N/A	AAAm
NC Capital Management Trust - Term Portfolio	5,007,695	0.17 Years	Unrated
	$ 192,100,738		

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits at least half of the City's investment portfolio to maturities of less than 12 months. Also, the City's investment policy requires purchases of securities to be laddered with staggered maturity dates and limits all securities to a final maturity of no more than five years.

Credit risk. The City's investment policy limits the City's investments to the provisions of G.S. 159-30 and restricts the purchase of securities to the highest possible ratings whenever particular types of securities are rated. At June 30, 2012 the investments in the U.S. Treasuries were rated AAA by Standard & Poor's and Aaa by Moody's Investors Service. The City's investment in the NC Capital Management Trust Cash Portfolio carried a credit rating of AAAm by Standard & Poor's as of June 30, 2012. The City's investment in the NC Capital Management Trust Term Portfolio is unrated. The Term Portfolio is authorized to invest in obligations of the U.S. government and agencies, and in high grade money market instruments permitted under NC General Statutes 159-30 as amended.

Custodial credit risk. For an investment, the custodial credit risk is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's restricted investments resulting from unexpended installment financing contract proceeds at year end are held by the respective lending institution's trust department in an escrow account in the City's name. The City's investment policy requires all book-entry investment securities to be in the City's name and delivered versus payment to a City-named third-party custodian. Certificated securities are held in the custody of the Financial Services Director.

Concentration of Credit Risk. The City's investment policy places limits on the amount that the City may invest in any one type of security and also any one issuer. There is no limit for direct obligations of the U.S. Treasury or investments in mutual funds certified by the Department of State Treasurer (NCCMT). Securities issued by agencies of the U.S. government are limited to a maximum of 75% of the portfolio and individually limited to 30% concentration to any one government agency. Commercial paper and bankers acceptances may not exceed 30% and 20%, respectively, of the portfolio. Policy also limits investments to 2% of the portfolio for any individual non-governmental issuers. More than 5% of the City's investments are in U.S. Government Agencies, which are primarily Federal National Mortgage Association (7.6%), Federal Home Loan Mortgage Corporation (7.0%), and Federal Farm Credit Bank (6.8%) securities.

3. Receivables - Allowances for Doubtful Accounts

The amounts presented in the Statements of Net Assets, Governmental Funds Balance Sheet and Proprietary Fund Statement of Net Assets, are net of the following allowances for doubtful accounts:

Fund	
General Fund:	
Taxes receivable	$ 2,177,337
Accounts receivable	523,519
Assessments receivable	9,849
Total General Fund	2,710,705
Water and Sewer Fund:	
Accounts receivable	464,109
Assessments receivable	206,030
Total Water and Sewer Fund	670,139
Electric Fund:	
Accounts receivable	1,413,746
Landfill Fund:	
Accounts receivable	88,340
Storm Water Fund:	
Accounts receivable	23,701
Total Allowances	$ 4,906,631

4. Capital Assets

A summary of changes in capital assets for the year ended June 30, 2012, follows:

	Primary Government			
	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Governmental activities:				
Capital assets not being depreciated				
Land and other nondepreciable capital assets..	$ 17,294,070	$ 419,459	$ 48,103	$ 17,665,426
Intangibles.....	115,889	-	-	115,889
Construction in progress.....	9,475,901	8,001,343	4,672,977	12,804,267
Total capital assets not being depreciated	26,885,860	8,420,802	4,721,080	30,585,582
Capital assets being depreciated				
Buildings and other improvements.....	64,296,374	4,484,880	-	68,781,254
Intangibles.....	200,608	-	-	200,608
Equipment.....	57,913,501	4,725,593	2,778,781	59,860,313
Infrastructure.....	498,257,563	5,970,278	-	504,227,841
Total capital assets being depreciated	620,668,046	15,180,751	2,778,781	633,070,016
Less accumulated depreciation for:				
Buildings and other improvements.....	32,781,400	2,028,685	-	34,810,085
Intangibles.....	19,414	25,885	-	45,299
Equipment.....	37,710,237	4,253,022	2,639,833	39,323,426
Infrastructure.....	368,975,706	8,778,262	-	377,753,968
Total accumulated depreciation	439,486,757	15,085,854	2,639,833	451,932,778
Total capital assets being depreciated (net).....	181,181,289			181,137,238
Governmental activities capital assets, net.....	$ 208,067,149			$ 211,722,820
Business-type activities:				
Water & Sewer Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets..	$ 7,482,680	$ 7,977	$ 2,619	$ 7,488,038
Construction in progress.....	16,057,423	3,526,195	2,976,857	16,606,761
Total capital assets not being depreciated.....	23,540,103	3,534,172	2,979,476	24,094,799
Capital assets being depreciated				
Buildings and other improvements.....	73,203,070	693,820	-	73,896,890
Equipment.....	12,833,424	84,043	-	12,917,467
Infrastructure.....	337,872,297	4,786,656	-	342,658,953
Capital assets being depreciated.....	423,908,791	5,564,519	-	429,473,310
Less accumulated depreciation for:				
Buildings and other improvements.....	34,335,053	1,747,632	-	36,082,685
Equipment.....	6,515,231	482,609	-	6,997,840
Infrastructure.....	97,956,382	9,674,440	-	107,630,822
Total accumulated depreciation.....	138,806,666	11,904,681	-	150,711,347
Total capital assets being depreciated(net).....	285,102,125			278,761,963
Water & Sewer fund capital assets, net.....	$ 308,642,228			$ 302,856,762

	Primary Government			
	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Electric Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets..	$ 758,364	$ -	$ -	$ 758,364
Construction in progress.....	2,238,828	896,348	-	3,135,176
Total capital assets not being depreciated.....	2,997,192	896,348	-	3,893,540
Capital assets being depreciated				
Buildings and other improvements.....	154,965	-	-	154,965
Intangibles.....	2,573,325	-	-	2,573,325
Equipment.....	115,236,386	-	100,211,750	15,024,636
Infrastructure.....	-	100,211,750	-	100,211,750
Capital assets being depreciated.....	117,964,676	100,211,750	100,211,750	117,964,676
Less accumulated depreciation for:				
Buildings and other improvements.....	153,938	1,027	-	154,965
Intangibles.....	771,998	257,333	-	1,029,331
Equipment.....	63,668,644	110,666	49,187,249	14,592,061
Infrastructure.....	-	52,791,239	-	52,791,239
Total accumulated depreciation.....	64,594,580	53,160,265	49,187,249	68,567,596
Total capital assets being depreciated(net).....	53,370,096			49,397,080
Electric fund capital assets, net.....	$ 56,367,288			$ 53,290,620
Mass Transit Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets..	$ 495,843	$ 85,553	$ -	$ 581,396
Construction in progress.....	-	73,544	-	73,544
Total capital assets not being depreciated.....	495,843	159,097	-	654,940
Capital assets being depreciated				
Buildings and other improvements.....	1,661,035	-	85,553	1,575,482
Equipment.....	4,930,039	375,093	-	5,305,132
Capital assets being depreciated.....	6,591,074	375,093	85,553	6,880,614
Less accumulated depreciation for:				
Buildings and other improvements.....	513,930	44,804	-	558,734
Equipment.....	3,354,094	507,146	-	3,861,240
Total accumulated depreciation.....	3,868,024	551,950	-	4,419,974
Total capital assets being depreciated(net).....	2,723,050			2,460,640
Mass Transit fund capital assets, net.....	$ 3,218,893			$ 3,115,580

	Primary Government			
	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Parking Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets.....	$ 898,720	$ -	$ -	$ 898,720
Capital assets being depreciated				
Buildings and other improvements.....	8,690,140	-	-	8,690,140
Equipment.....	416,962	-	-	416,962
Capital assets being depreciated.....	9,107,102	-	-	9,107,102
Less accumulated depreciation for:				
Buildings and other improvements.....	6,251,927	242,822	-	6,494,749
Equipment.....	414,875	2,087	-	416,962
Total accumulated depreciation.....	6,666,802	244,909	-	6,911,711
Total capital assets being depreciated(net).....	2,440,300			2,195,391
Parking fund capital assets, net.....	$ 3,339,020			$ 3,094,111
Landfill Facilities Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets.....	$ 1,676,600	$ 1	$ -	$ 1,676,601
Construction in progress.....	5,186,596	1,443,107	-	6,629,703
Total capital assets not being depreciated.....	6,863,196	1,443,108	-	8,306,304
Capital assets being depreciated				
Buildings and other improvements.....	13,675,913	-	-	13,675,913
Equipment.....	2,841,404	5,530	-	2,846,934
Capital assets being depreciated.....	16,517,317	5,530	-	16,522,847
Less accumulated depreciation for:				
Buildings and other improvements.....	12,244,973	133,703	-	12,378,676
Equipment.....	2,153,743	78,760	-	2,232,503
Total accumulated depreciation.....	14,398,716	212,463	-	14,611,179
Total capital assets being depreciated(net).....	2,118,601			1,911,668
Landfill facilities fund capital assets, net.....	$ 8,981,797			$ 10,217,972

	Primary Government			
	Beginning Balance	Increases & Reclassifications	Decreases & Reclassifications	Ending Balance
Storm Water Fund				
Capital assets not being depreciated				
Land and other nondepreciable capital assets...	$ 337,943	$ 94,235	$ -	$ 432,178
Construction in progress.....	5,387,361	5,477,434	4,080,984	6,783,811
Total capital assets not being depreciated.....	5,725,304	5,571,669	4,080,984	7,215,989
Capital assets being depreciated				
Equipment.....	138,126	-	-	138,126
Infrastructure.....	4,215,195	4,196,172	-	8,411,367
Capital assets being depreciated.....	4,353,321	4,196,172	-	8,549,493
Less accumulated depreciation for:				
Equipment.....	97,544	13,633	-	111,177
Infrastructure.....	454,955	278,672	-	733,627
Total accumulated depreciation.....	552,499	292,305	-	844,804
Total capital assets being depreciated(net).....	3,800,822			7,704,689
Storm water fund capital assets, net.....	9,526,126			14,920,678
Business-type activities capital assets, net...	$ 390,075,352			$ 387,495,723

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General Government	$ 4,257,090
Public Safety.....	782,060
Public Services and Transportation.....	8,362,517
Planning and Community Development.....	-
Culture and Recreation.....	1,498,064
Total governmental activities depreciation expense	$ 14,899,731
Business-type activities:	
Water and Sewer.....	$ 11,904,681
Electric.....	3,973,016
Mass Transit.....	551,950
Parking Facilities.....	244,909
Landfill Facilities.....	212,463
Storm Water Facilities.....	292,305
Total business-type activities depreciation expense	$ 17,179,324

During the fiscal year, a reclassification between equipment and infrastructure in the amount of $100,211,750 was completed in the Electric Fund. A related reclassification was made in accumulated depreciation of $49,187,249 along with the current fiscal year depreciation.

During the fiscal year, assets were transferred between governmental activities in the amount of $187,388. The related amounts in accumulated depreciation of $186,123 was made along with the current fiscal year depreciation expense.

A summary of capital assets for the ABC Board at June 30, 2012 follows:

	Assets
Land and buildings	$ 3,582,051
Equipment	863,367
Leasehold improvements	34,741
Accumulated depreciation	(1,974,295)
Total ABC Board	$ 2,505,864

B. Liabilities

1. Accounts payable and accrued expenses as of June 30, 2012, consisted of the following:

	Accounts Payable	Accrued Payroll and expenses	Total
Governmental Activities			
General	$ 911,490	$ 2,521,891	$ 3,433,381
General Capital Projects	137,908	1,536,548	1,674,456
Other non-major governmental funds	821,529	29,523	851,052
Internal Service Fund	741,291	87,379	828,670
Total governmental	2,612,218	4,175,341	6,787,559
Business -Type Activities			
Water and Sewer	725,386	455,533	1,180,919
Electric	9,949,703	353,618	10,303,321
Other non-major enterprise funds	192,114	507,921	700,035
Total enterprise funds	10,867,203	1,317,072	12,184,275
Total Primary Government	$ 13,479,421	$ 5,492,413	$ 18,971,834

2. Pension Plan Obligations

a. Local Governmental Employees' Retirement System

Plan Description. The City of High Point and the ABC Board contribute to the statewide Local Governmental Employees' Retirement System (LGERS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of North Carolina. LGERS provides retirement and disability benefits to plan members and beneficiaries. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. The Local Governmental Employees' Retirement System is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for LGERS. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, or by calling (919) 981-5454.

Funding Policy. Plan members are required to contribute six percent of their annual covered salary. The City and the ABC Board are required to contribute at an actuarially determined rate. For the City, the current rate for employees not engaged in law enforcement and for law enforcement officers

is 6.96% and 7.05%, respectively, of annual covered payroll. For the ABC Board, the current rate for employees not engaged in law enforcement is 7.07% of annual covered payroll. The contribution requirements of members and of the City of High Point and the ABC Board are established and may be amended by the North Carolina General Assembly.

The City's contributions to LGERS for the years ended June 30, 2012, 2011 and 2010 were $4,389,753, $4,116,077, and $3,207,552, respectively. The ABC Board's contributions to LGERS for the years ended June 30, 2012, 2011 and 2010 were $58,448, $53,678, and $42,421, respectively. The contributions made by the City and the ABC Board equaled the required contributions for each year.

b. Law Enforcement Officers' Special Separation Allowance

1. Plan Description.

The City of High Point administers a public employee retirement system (the "Separation Allowance"), a single-employer defined benefit pension plan that provides retirement benefits to the City's qualified sworn law enforcement officers. The Separation Allowance is equal to .85 percent of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The retirement benefits are not subject to any increases in salary or retirement allowances that may be authorized by the General Assembly. Article 12D of G.S. Chapter 143 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. The Separation Allowance does not issue a stand-alone financial report. Financial and trend information is presented as required supplementary information following these notes.

The Separation Allowance covers all full-time law enforcement officers of the City. At December 31, 2011, the Separation Allowance's membership consisted of:

Retirees currently receiving benefits.....	43
Active plan members.....	225
Total.....	268

2. Summary of Significant Accounting Policies.

Basis of Accounting. The City has chosen to fund the Separation Allowance on a pay-as-you-go basis. In addition, the City has elected to partially pay the future overall cost of coverage for these benefits. Pension expenditures are made from the General Fund, which is maintained on the modified accrual basis of accounting.

Method Used to Value Investments. Funds are being set aside to pay benefits and administration costs in future years. These expenditures currently are being paid as they become due. Investments are valued at market which approximates cost.

3. Contributions.

The City is required by Article 12D of G.S. Chapter 143 to provide these retirement benefits and has chosen to fund the benefit payments on a pay-as-you-go basis through appropriations made in the General Fund operating budget. The City's obligation to contribute to this plan is established and may be amended by the North Carolina General Assembly. The City contributed $50,000 during the fiscal year ended June 30, 2012 toward the reduction of the accrued actuarial liability. There were no contributions made by employees.

The annual required contribution for the current fiscal year was determined as part of the December 31, 2011 actuarial valuation using the projected unit credit actuarial cost method. The

actuarial assumptions included (a) 5.00% investment rate of return (net of administrative expenses) and (b) projected salary increases of 4.25% to 7.85% per year. Both (a) and (b) included an inflation component of 3.00%. The Separation Allowance's unfunded actuarial accrued liability is being amortized as a level percentage of pay on a closed basis. The remaining amortization period at December 31, 2011 was nineteen years. The assumptions did not include postemployment benefit increases.

4. Annual Pension Cost and Net Pension Obligation/(Asset).

The City's annual pension cost and net pension obligation/(asset) to the Separation Allowance for the current year were as follows:

Annual required contribution.....	$ 671,100
Interest on net pension obligation.....	3,876
Adjustment to annual required contribution.....	(4,625)
Annual pension cost.....	670,351
Contributions made.....	754,490
Decrease in net pension obligation.....	(84,139)
Net pension obligation, beginning of year.....	77,526
Net pension obligation (asset), end of year.....	$ (6,613)

3-Year Trend Information

Fiscal Year Ended	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation/(Asset)
6/30/2010	$ 595,438	119.05%	$ 98,709
6/30/2011	707,490	102.99%	77,526
6/30/2012	670,351	112.55%	(6,613)

5. Funded Status and Funding Progress.

As of December 31, 2011, the most recent actuarial valuation date, the plan was 4.00% funded. The actuarial value of the plan assets was determined using current market value as these assets were invested in securities of the NCCMT Cash Portfolio, an SEC registered (2a-7) money market mutual fund, which maintains a $1 NAV. The actuarial accrued liability for benefits was $7,113,478, and the actuarial value of assets was $284,204, resulting in an unfunded actuarial accrued liability (UAAL) of $6,829,274. The covered payroll (annual payroll of active employees covered by the plan) was $11,800,801 and the ratio of the UAAL to the covered payroll was 57.87%.

The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

c. Supplemental Retirement Income Plan for Law Enforcement Officers

Plan Description. The City contributes to the Supplemental Retirement Income Plan for Law Enforcement Officers (Plan), a defined contribution pension plan administered by the Department of State Treasurer and a Board of Trustees. The Plan provides retirement benefits to law enforcement officers employed by the City. Article 5 of G.S. Chapter 135 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. The Plan is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes the pension trust fund financial statements for the Internal Revenue Code Section 401(k)

plan that includes the Plan. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, or by calling (919) 981-5454.

Funding Policy. Article 12E of G.S. Chapter 143 requires the City to contribute each month an amount equal to five percent of each officer's salary, and all amounts contributed are vested immediately. In addition, the law enforcement officers may make voluntary contributions to the plan. Contributions for the year ended June 30, 2012 were $1,580,999, which consisted of $600,160 from the City and $980,839 from the law enforcement officers.

d. Firemen's and Rescue Squad Workers' Pension Fund

Plan Description. The State of North Carolina contributes, on behalf of the City of High Point, to the Firemen's and Rescue Squad Workers' Pension Fund (Fund), a cost-sharing multiple-employer defined benefit pension plan with a special funding situation administered by the State of North Carolina. The Fund provides pension benefits for eligible fire and rescue squad workers that have elected to become members of the fund. Article 86 of G.S. Chapter 58 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. The Firemen's and Rescue Squad Workers' Pension Fund is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for the Fund. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410, or by calling (919) 981-5454.

Funding Policy. Plan members are required to contribute $10 per month to the Fund. The State, a non-employer contributor, funds the plan through appropriations. The City does not contribute to the Fund. The City has recognized on-behalf expenditures of $64,965 and corresponding revenues for those payments made by the State of North Carolina for the year ended June 30, 2012. Contribution requirements of plan members and the State of North Carolina are established and may be amended by the North Carolina General Assembly.

e. Other Post-employment Benefits-Health Care Benefit Plan

Plan Description. Under the terms of a City resolution, the City administers a single-employer defined benefit Healthcare Benefits Plan (the HCB Plan). The City provides continuation of medical insurance coverage to employees who retire under the North Carolina Local Governmental Employees' Retirement System (NCLGERS) eligibility terms at the same time they end their continuous service to the City. The retiree and his or her spouse may elect to receive this coverage until the participant becomes Medicare-eligible. The retiree assumes the full blended premium of the healthcare coverage plan as may be renegotiated and adjusted periodically. The City Council may amend the HCB Plan in its discretion. A separate report was not issued for the HCB Plan.

The ABC Board administers its own single employer defined benefit healthcare plan which provides its retirees who have a minimum 25 completed years of service to the ABC Board and who are not eligible for Medicare benefits the opportunity to remain enrolled in its group health insurance plan. The ABC Board pays the full cost of coverage for those benefits through private insurance. A separate report was not issued for the ABC Board's Plan.

Membership of the HCB Plan at December 31, 2010, the date of the latest actuarial valuation and in the ABC Board's Plan at June 30, 2012, the alternative measurement valuation date consisted of the following:

	City	ABC Board
Active Employees	1,357	25
Retired Employees	93	4
Total	1,450	29

Funding Policy. The City currently pays for postemployment healthcare benefits on a pay-as-you-go basis. Retirees contribute the full blended premium of the healthcare coverage plan to the City as may be renegotiated and adjusted periodically. Although the City is studying the establishment of a trust that would be used to accumulate and invest assets necessary to pay for the accumulated liability, these financial statements assume the pay-as-you-go method will continue.

The current annual required contribution (ARC) rate is 1.73% of annual covered payroll. For the current year, the City contributed $918,295, including retiree contributions, or 1.43% of annual covered payroll. The City obtains healthcare coverage through private insurers. There were no contributions made by employees and retirees contributed $728,795 during the fiscal year. The City's obligation to contribute to HCB Plan is established and may be amended by the City Council.

The ABC Board currently pays for postemployment healthcare benefits on a pay-as-you-go basis based upon Board resolution. In the fiscal year ended June 30, 2012, the ABC Board contributed $40,416 to its Plan.

Summary of Significant Accounting Policies. Postemployment expenditures are made from the General Fund and the proprietary funds, which are maintained on the modified accrual basis of accounting in accordance with State law. No funds are set aside to pay benefits and administration costs. These expenditures are paid as they come due.

For the ABC Board, postemployment expenditures are made from the Board's General Fund which is maintained in conformity with generally accepted accounting principles.

Annual OPEB Cost and Net OPEB Obligation. The City's annual OPEB cost (expense) is calculated based on the ARC of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The payment of current health insurance premiums for retirees and covered spouses totaled $918,295, which resulted in a net increase in the OPEB obligation of $927,565 as of June 30, 2012. The ABC Board's OPEB cost (expense) is also calculated based on the ARC, but has elected to calculate the ARC and related information using the alternative measurement methods permitted by GASB Statement No. 45 for employers with plans of fewer than 100 total plan members.

The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation for the postemployment healthcare benefits, as well as the related amounts for the ABC Board:

	City	ABC Board
Annual required contribution (ARC)	$1,111,107	$54,500
Interest on net OPEB obligation	133,314	405
Adjustment to ARC	(127,356)	(405)
Annual OPEB Cost (pay-as-you-go)	1,117,065	54,500
Contributions made	(189,500)	(40,416)
Increase in net OPEB obligation	927,565	14,084
Net OPEB obligation, beginning of year	4,829,132	13,492
Net OPEB obligation, end of year	$5,756,697	$27,576

Trend information being accumulated for the City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation was as follows:

3 Year Trend Information

For Year Ended June 30	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2010	$ 1,608,698	6.99%	$ 3,332,844
2011	1,608,698	6.99%	4,829,132
2012	1,117,065	16.96%	5,756,697

Funded Status and Funding Progress. As of December 31, 2010, the most recent actuarial valuation date, the plan was not funded. The actuarial accrued liability for benefits and, thus, the unfunded actuarial accrued liability (UAAL) was $11,909,711. The covered payroll (annual payroll of active employees covered by the plan) was $64,204,395, and the ratio of the UAAL to the covered payroll was 18.5%.

The ABC Board's Plan was not funded as of June 30, 2012, the date of the alternative measurement method which showed an accrued liability for benefits of $27,576. The covered payroll for the Board's Plan was $957,803, and the ratio of the unfunded alternative measurement method accrued liability to the covered payroll was 2.9%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and healthcare trends. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements presents multiyear trend information as accumulated annually about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the December 31, 2010 actuarial valuation, the projected unit credit actuarial cost method was used. The actuarial assumptions included a 4.00 percent investment rate of return (net of administrative expenses), which is the expected long-term investment returns on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual medical cost trend increase of 10.50 to 5.00 percent annually. Both rates included a 3.00 percent inflation assumption. The actuarial value of assets, if any, was determined using techniques that spread the effects of short-term volatility in the market value of investments over a 5 year period. The UAAL is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at December 31, 2010, was 30 years.

In the ABC Board's June 30, 2012 alternative measurement method, the expected rate of increase in healthcare insurance premiums trended from 7.6 percent initially reducing to 5.6 percent after 5 years, payroll growth was assumed to be 2.0 percent maximum per Board policy, and the expected

returns for the discount rate were 3.0 percent. The unfunded alternative measurement method accrued liability is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at June 30, 2012, was 30 years.

3. Other Employment Benefit

The City has also elected to provide death benefits to employees through the Death Benefit Plan for members of the Local Governmental Employees' Retirement System (Death Benefit Plan), a multiple-employer, State-administered, cost-sharing plan funded on a one-year term cost basis. The beneficiaries of those employees who die in active service after one year of contributing membership in the system, or who die within 180 days after retirement or termination of service and have at least one year of contributing membership service in the System at the time of death are eligible for death benefits. Lump sum death benefit payments to beneficiaries are equal to the employee's 12 highest months' salary in a row during the 24 months before the employee's death, but the benefit may not exceed $50,000 or be less than $25,000. All death benefit payments are made from the Death Benefit Plan.

The City has no liability beyond the payment of monthly contributions. The contributions to the Death Benefit Plan cannot be separated between the post-employment benefit amount and the other employment benefit amount. The City considers these contributions to be immaterial.

4. Closure and Postclosure Care Costs - Kersey Valley Landfill Facilities

State and federal laws and regulations require the City to place a final cover on its Kersey Valley Landfill Facilities when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although closure and postclosure care costs will be paid only near or after the date that the landfill stops accepting waste, the City reports a portion of these closure and postclosure care costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The $13,919,864 reported as landfill closure and postclosure care liability at June 30, 2012 represents a cumulative amount reported to-date based on the use of 100 percent of the total estimated capacity of the first phase and second phase, and 90% of the third phase of the landfill. The City will recognize the remaining estimated costs of closure and postclosure as the remaining estimated capacity is filled and new phases are developed. These amounts are based on what it would cost to perform all closure and postclosure care in 2012. Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The City closed Phase I of the Kersey Valley Facilities in the fiscal year 1998 and Phase II was closed in fiscal year 2003. Phase III opened to begin accepting waste in fiscal year 2003, and has an estimated remaining life of one year. Construction for Phase IV was started in FY 2009-2010 and continued during FY 2011-2012.

The City has met the requirements of a local government financial test that is one option under State and federal laws and regulations that helps determine if a unit is financially able to meet closure and postclosure care requirements.

At June 30, 2012, the City has accumulated $13,919,864 for future payment of closure and postclosure care costs. The City expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional postclosure care requirements are determined (due to changes in technology or applicable laws or regulations, for example), these costs may need to be covered by charges to future landfill users.

5. Deferred/Unearned Revenues

Governmental funds report deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental and enterprise funds also defer revenue recognition of resources that have been received as of the year-end, but are unearned. The balance in deferred revenues at year-end is composed of the elements that follow:

	General Fund	General Capital Projects	Non-Major Governmental	Major Enterprise Funds	Non-Major Enterprise Funds
Prepaid privilege and showroom licenses (unearned)	$ 516,913	$ -	$ -	$ -	$ -
Miscellaneous receivables (net) (unavailable)	91,074	-	-	-	-
Prepaid property taxes (unearned)	217,305	-	-	-	-
Taxes receivable (net) (unavailable)	2,538,169	-	-	-	-
Assessments (net) (unavailable)	17,497	-	-	-	-
Notes (unearned)	-	-	4,896,994	-	-
Grants (unavailable)	-	708,156	459,718	-	-
Grants (unearned)	-	-	-	-	6,939
Developer contributions (unearned)	-	-	-	974,166	-
Prepaid utility collections (unearned)	-	-	-	258,822	-
Unexpended pond maintenance funds (unearned)	-	-	-	-	1,949,183
Total	$ 3,380,958	$ 708,156	$ 5,356,712	$ 1,232,988	$ 1,956,122

6. Commitments

Commitments for the purchase of goods and services and for the construction and acquisition of assets are as follows at June 30, 2012:

General Fund	$ 1,915,047
Special Revenue	1,279,273
General Capital Projects	7,613,543
Proprietary Funds	4,165,525
	$ 14,973,388

Amounts shown above for the General, Special Revenue, and General Capital Project funds represent encumbrances and are components of restricted fund balances as described in Note 1.F.12.

7. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City protects itself from potential loss through a combination of risk-sharing participation, purchase of commercial insurance for primary and/or excess liability coverage and self-insured risk retention. Self-insured risks are primarily for general, professional, flood, law enforcement, vehicle and underground storage tank liabilities.

Claims liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include amounts for material claims that have been incurred but are not reported (IBNRs), based on actuarial computations. At June 30, 2012, the City did not have any material IBNRs reported in liabilities. Settled claims have not exceeded self-retained or purchased insurance coverage in any of the past three fiscal years.

The City has several properties located in various “at risk” categories as identified by the Federal Emergency Management Agency. Consequently, the City carries commercial flood insurance for aggregate coverage limits of $250 million and for several specific properties at $2 million per structure.

Deductibles for specific loss range from $100,000 to $500,000 per location and can be covered under the general self-insured arrangements as discussed above.

In accordance with G.S. 159-29, the City's employees that have access to $100 or more at any given time of the City's funds are performance bonded through a commercial surety bond. The Financial Services Director is individually bonded for $100,000. All other employees that have access to funds are bonded under a blanket bond for $100,000.

8. Claims and Judgments

At June 30, 2012, the City was a defendant to various lawsuits. In the opinion of the City's management and the City attorney, the ultimate effect of these legal matters will not have a material adverse effect on the City's financial position.

9. Long-Term Obligations

a. Installment Purchase Contracts

The City has entered into installment purchase agreements to acquire certain equipment. The majority of these contracts are for a five-year term with quarterly or semi-annual payments. The principal sources of funding for these installment financing contracts are the General Fund and Internal Service Fund.

Future annual debt service payments on installment purchase contracts as of June 30, 2012, including interest of $542,466 is as follows:

Year Ending June 30,	Governmental Activities Principal	Governmental Activities Interest
2013	$ 2,918,964	$ 233,302
2014	2,802,297	146,001
2015	1,135,633	63,081
2016	742,746	43,189
2017	482,925	27,718
2018-2020	500,000	29,175
TOTAL	$ 8,582,565	$ 542,466

b. General Obligation Indebtedness

The City's general obligation bonds serviced by the governmental funds were issued for a variety of eligible purposes as permitted by North Carolina general statutes, including transportation, public safety, recreation, libraries and public buildings. Those general obligation bonds issued to finance the construction of facilities utilized in the operations of the enterprise funds and which its resources are retiring is reported as long-term debt in the respective enterprise fund. All general obligation bonds are collateralized by the full faith, credit, and taxing power of the City. Principal is payable annually in varying amounts through 2032. Principal and interest requirements will be provided by appropriation in the year in which they become due.

Bonds payable at June 30, 2012 are comprised of the following individual issues:

General Obligation Bonds

Serviced by the General Fund:		
$4,258,963 Series 2003 Refunding bonds for public safety, transportation, public buildings, and recreation facilities maturing serially on April 1 through 2015 with interest semiannually October 1 and April 1 at rates varying between 2.5% - 4.0%	$	966,457
$14,815,000 Series 2005 Public Improvement bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on March 1 through 2015 with interest semiannually September 1 and March 1 at rates varying 3.75% - 5.0%		859,500
$17,524,774 Series 2005 Refunding bonds for public safety, transportation, public buildings, and recreation facilities maturing serially on March 1 through 2019 with interest semiannually September 1 and March 1 at rates varying between 3.5% - 5.0%		10,593,781
$14,580,000 Series 2006 Public Improvement bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on March 1 through 2027 with interest semiannually September 1 and March 1 at rates varying between 4.0% - 5.0%		10,719,343
$4,000,000 Series 2007A Public Improvement bonds for transportation, public buildings, and recreation facilities maturing serially on March 1 through 2028 with interest semiannually September 1 and March 1 at rates varying between 4.0% - 4.75%		3,720,000
$11,800,000 Series 2007B Public Improvement bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on March 1 through 2028 with interest semiannually September 1 and March 1 at rates varying between 4.0% - 5.0%		10,644,244
$10,540,000 Series 2008 Public Improvement bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on March 1 through 2029 with interest semiannually September 1 and March 1 at rates varying between 3.25% - 4.25%		9,443,684
$5,615,000 Series 2010A Public Improvement bonds for transportation and recreation facilities maturing serially on June 1 through 2017 with interest semiannually December 1 and June 1 at rates varying between 3.0% - 4.0%		4,350,000
$13,315,000 Series 2010B Public Improvement (Taxable-Build America) bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on June 1, 2018 through 2030 with interest semiannually December 1 and June 1 at rates varying between 3.798% - 5.675%		13,315,000
$5,785,000 Series 2012 Public Improvement bonds for streets and sidewalks maturing serially on March 1 through 2032 with interest semiannually September 1 and March 1 at rates varying between 2.0% - 5.0%		5,785,000
$6,217,425 Series 2012 Refunding bonds for transportation, public buildings, recreation, library and firefighting facilities maturing serially on March 1 through 2026 with interest semiannually September 1 and March 1 at rates varying between 2.0% - 5.0%		6,217,425
Total serviced by governmental funds		76,614,434

Serviced by Enterprise Funds:

Water & Sewer Fund		
$12,500,000 Series 2003 water and sewer bonds maturing serially on April 1 through 2013 with interest semiannually October 1 and April 1 at rates varying between 3.0% - 4.25%	$	630,000
$3,310,412 Series 2003 Refunding bonds for water and sewer maturing serially on April 1 through 2015 with interest semiannually October 1 and April 1 at rates varying between 2.5% - 4.0%		751,209
$20,395,226 Series 2005 Refunding bonds for water and sewer maturing serially on March 1 through 2019 with interest semiannually September 1 and March 1 at rates varying between 3.5% - 5.0%		13,951,219
$14,595,000 Series 2010C Refunding bonds for water and sewer maturing serially on June 1, 2013 through 2022 with interest semiannually December 1 and June 1 at rates varying between 3.0% - 5.0%		14,595,000
$6,036,114 Series 2012 Refunding bonds for water and sewer maturing serially on March 1, 2013 through 2026 with interest semiannually September 1 and March 1 at rates varying between 2.0% - 5.0%		6,036,114
Total serviced by Water & Sewer Fund		35,963,542
Storm Water Fund		
$230,625 Series 2003 Refunding bonds for storm water facilities maturing serially on April 1 through 2015 with interest semiannually October 1 and April 1 at rates varying between 2.5% - 4.0%		52,334
$5,020,000 Series 2005 Public Improvement bonds for storm water facilities maturing serially on March 1 through 2015 with interest semiannually September 1 and March 1 at rates varying 3.75% - 5.0%		440,500
$1,780,000 Series 2006 Public Improvement bonds for storm water facilities maturing serially on March 1 through 2027 with interest semiannually September 1 and March 1 at rates varying between 4.0% - 5.0%		1,490,658
$2,800,000 Series 2007B Public Improvement bonds for storm water facilities maturing serially on March 1 through 2028 with interest semiannually September 1 and March 1 at rates varying between 4.0% - 5.0%		2,525,760
$2,575,000 Series 2008 Public Improvement bonds for storm water facilities maturing serially on March 1 through 2029 with interest semiannually September 1 and March 1 at rates varying between 3.25% - 4.25%		2,271,316
$3,265,000 Series 2010B Public Improvement (Taxable-Build America) bonds for storm water facilities maturing serially on June 1, 2018 through 2030 with interest semiannually December 1 and June 1 at rates varying between 3.798% - 5.675%		3,265,000
$3,186,461 Series 2012 Refunding bonds for storm water facilities maturing serially on March 1, 2013 through 2026 with interest semiannually September 1 and March 1 at rates varying between 2.0% - 5.0%		3,186,461
Total serviced by Storm Water Fund		13,232,029
Deferred gain and discount on advance refundings (net)		637,448
Total general obligation bonds, net of deferred gain and discount on advance refundings	$	126,447,453

Annual Debt Service Requirements:

Annual debt service requirements to maturity for the General Obligation bonds are as follows:

Year Ending June 30,	Governmental Activities - Bonds General Obligation Principal	Governmental Activities - Bonds General Obligation Interest	Business -Type Activities Bonds Water and Sewer Principal	Business -Type Activities Bonds Water and Sewer Interest	Business -Type Activities Bonds Storm Water Principal	Business -Type Activities Bonds Storm Water Interest
2013	$ 4,543,323	$ 3,488,312	$ 4,289,485	$ 1,796,917	$ 342,191	$ 697,476
2014	4,585,207	3,440,004	4,029,280	1,442,183	430,513	726,463
2015	5,367,959	3,253,415	4,038,672	1,265,684	633,369	710,489
2016	5,244,665	2,726,148	4,622,870	1,086,258	537,464	528,600
2017	5,207,420	2,494,667	4,924,342	880,494	648,239	507,871
2018-2022	23,243,340	9,284,339	12,457,993	1,829,787	4,813,668	1,998,454
2023-2027	20,723,900	4,466,375	1,600,900	105,612	4,370,205	919,541
2028-2032	7,698,620	706,378	-	-	1,456,380	136,817
Total	$ 76,614,434	$ 29,859,638	$ 35,963,542	$ 8,406,935	$ 13,232,029	$ 6,225,711

Revenue Bonds

Serviced by Enterprise Funds:		
Water & Sewer Fund		
$40,375,000 Series 2004 Enterprise System Revenue Bonds for water and sewer maturing serially on November 1 through 2024 and term bonds maturing on November 1 beginning 2025 through 2031. The bonds pay interest seminannually November 1 and May 1 at rates varying 2.00% to 5.00%	$	3,490,000
$31,380,000 Series 2006 Enterprise System Revenue Bonds for water and sewer maturing serially on November 1 through 2026 and term bonds maturing on November 1 beginning 2027 through 2031. The bonds pay interest seminannually November 1 and May 1 at rates varying 3.75% to 4.50%		28,065,000
$41,745,000 Series 2008 Enterprise System Revenue Bonds for water and sewer maturing serially on November 1 through 2028 and term bonds maturing on November 1 beginning 2029 through 2033. The bonds pay interest seminannually November 1 and May 1 at rates varying 3.50% to 5.00%		40,230,000
$2,735,000 Series 2010A Enterprise System Revenue Bonds for water and sewer maturing serially on November 1 through 2015. The bonds pay interest seminannually November 1 and May 1 at rates varying 3.00% to 4.00%		2,735,000
$20,475,000 Series 2010B Enterprise System Revenue (Taxable-Build America/RZED) Bonds for water and sewer maturing serially beginning November 1, 2016 through 2020 and term bonds maturing on November 1 beginning 2021 through 2035. The bonds pay interest seminannually November 1 and May 1 at rates varying 3.554% to 5.921%		20,475,000
$32,125,000 Series 2012A Enterprise System Revenue Refunding Bonds for water and sewer maturing serially beginning November 1, 2012 through 2030 and term bonds maturing on November 1, 2029 and 2031. The bonds pay interest seminannually November 1 and May 1 at rates varying 2.00% - 5.00%		32,125,000
Total serviced by Water & Sewer Fund		127,120,000
Deferred gain on advance refunding and premiums (net)		1,979,806
Total revenue bonds, net of deferred gain on advance refunding and premiums	$	129,099,806

The City has pledged future water and sewer customer revenues, net of specified operating expenses, to repay the aforementioned revenue bonds. The bonds are payable solely from these net water and sewer customer revenues and are payable through fiscal year 2036. Annual principal and interest payments on the bonds are expected to require less than 25.1% of net revenues. Principal and interest requirements will be provided by appropriation in the year in which they become due.

Annual Debt Service Requirements:

Annual debt service requirements to maturity for the Revenue bonds are as follows:

	Business -Type	
Year Ending	Water and Sewer	
June 30,	Principal	Interest
2013	$ 3,770,000	$ 6,970,577
2014	3,605,000	7,041,496
2015	3,740,000	6,900,271
2016	3,975,000	5,202,291
2017	4,130,000	5,043,203
2018-2022	25,330,000	22,380,311
2023-2027	31,775,000	16,001,209
2028-2032	39,510,000	7,667,570
2033-2036	11,285,000	941,794
Total	$ 127,120,000	$ 78,148,722

The City has been in compliance with the covenants as to rates, fees and charges in Section 7.04 of the Enterprise System Trust Agreement since its adoption in 2004 and the related Supplemental Trust Agreements and bond orders authorizing the Enterprise System Revenue Bonds, Series 2004, 2006, 2008 and 2010 and Enterprise System Refunding Revenue Bonds Series 2012 since their respective adoption. The Trust Agreement requires that the City maintain parity debt service coverage ratio to be no less than 120% or total debt service coverage ratio to be no less than 100% under one of two pronged tests. The debt service coverage ratio calculation for the year ended June 30, 2012, is as follows:

Prior Year Unrestricted Net Assets	$ 38,814,116
Operating revenue	44,414,741
Operating expenses, excluding depreciation, bond interest and accrued OPEB	18,493,021
Income available for debt service	25,921,720
Parity debt service requirement	8,907,951
Total debt service requirement	16,723,587
Coverage on parity debt including 15% prior year unrestricted net assets	356%
Coverage on total debt excluding 15% prior year unrestricted net assets	155%

State and Federal Revolving and Bond Loans

Serviced by Enterprise Funds:

A loan was executed March 20, 1996 under the State Clean Water Bond Loan Program in the amount of $2,300,000, at an interest rate of 5.3%, principal due annually for 20 years beginning in 1998. Additional amounts were granted under this loan and were drawn down during the year ended June 30, 1999, $244,271 at 5.3% interest and $55,407 at 5.85% interest. Principal payments are due annually for 19 years and 18 years, respectively, on these amounts. As of June 30, 2012, a total of $2,599,678 had been drawn-down and principal payments of $1,948,083 had been made leaving an outstanding balance of $651,595. Interest expense was $27,094 for the year ended June 30, 2012.

A federal revolving loan was executed March 14, 1996 for a sewer project in the amount of $7,500,000, at an interest rate of 3.035%, principal to be repaid in 20 annual payments, the first principal payment being due 6 months after completion of the project. As of June 30, 2012, $7,137,854 had been drawn-down and principal payments of $5,961,338 had been made, leaving an outstanding balance of $1,176,516. Interest expense was $47,610 for the year ended June 30, 2012.

A federal revolving loan was executed April 6, 2001 for a sewer project in the amount of $15,000,000, at an interest rate of 2.550%, principal to be repaid in 20 annual payments, the first principal payment being due 6 months after completion of the project. As of June 30, 2012, $15,000,000 had been drawn-down and principal payments of $7,500,000 have been made, leaving an outstanding balance of $7,500,000. Interest expense was $210,375 for the year ended June 30, 2012.

A federal revolving loan was executed October 17, 2011 for sewer projects under the stimulus provisions of the American Recovery and Reinvestment Act of 2009. The loan provided for 50% of the loan balance to be forgiven at the time of the loan closing and the balance of principal to be repaid in 20 annual payments at an interest rate of 0.0%. As of June 30, 2012, $1,307,509 had been drawn-down and principal forgiveness of $653,755 granted. In addition principal payments of $66,788 have been made, leaving an outstanding balance of $586,966.

Watershed Bonds Note Payable

The City has bond agreements with Guilford County for providing watershed land protection. The County issued the bonds, and the City is committed to reimburse the County for 50% of the bond principal and interest repayments. The interest rates for these bonds range between 2.83% and 5.35%. The balance as of June 30, 2012 was $97,768. Interest expense was $5,367 for the year ended June 30, 2012.

Annual Debt Service Requirements:

Annual debt service requirements to maturity for the Loans and Notes Payable are as follows:

	Business Activities-Loans and Notes Payable					
	Water and Sewer					
	State Clean Water Bond Loan		Federal Revolving Loans		Watershed Note Payable	
Year Ending June 30,	Principal	Interest	Principal	Interest	Principal	Interest
2013	$ 130,935	$ 22,522	$ 1,174,781	$ 226,957	$ 97,768	$ 4,907
2014	130,935	17,958	1,174,781	195,930	-	-
2015	130,935	13,395	1,174,781	164,902	-	-
2016	130,935	8,827	782,609	133,875	-	-
2017	127,855	4,385	782,609	114,750	-	-
2018-2022	-	-	3,913,046	286,875	-	-
2023-2027	-	-	163,046	-	-	-
2028-2030	-	-	97,829	-	-	-
Total	$ 651,595	$ 67,087	$ 9,263,482	$ 1,123,289	$ 97,768	$ 4,907

On June 1, 2012, the City issued $15,440,000 in general obligation refunding bonds with interest rates from 2.00% to 5.00% with yields from 0.22% to 2.765%. The City issued the bonds to advance refund $6,300,000 of the outstanding Series 2003 Water and Sewer Bonds with interest rates ranging from 3.50% to 4.25% and $9,815,000 of the outstanding Series 2005 General Obligation Bonds with interest rates ranging from 4.125% to 5.00%. The City used the net proceeds along with other resources to purchase U.S. Government securities. The securities were deposited into an irrevocable trust to provide for all future debt service on the refunded portion of the 2003 and 2005 series bonds. The advance refunding reduced total debt service payments in the water and sewer fund and the general debt service fund and storm water fund over the next 11 and 14 years respectively by $1,391,241. This resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $1,216,718.

On June 1, 2012, the City issued $32,125,000 in combined enterprise system revenue refunding bonds with interest rates from 2.00% to 5.00% with yields from 0.28% to 3.43%. The City issued the bonds to advance refund $31,710,000 of the outstanding Series 2004 Combined Enterprise System Revenue Bonds with interest rates ranging from 3.50% to 5.00%. The City used the net proceeds along with other resources to purchase U.S. Government securities. The securities were deposited into an irrevocable trust to provide for all future debt service on the refunded portion of the 2004 series bonds. The advance refunding reduced total debt service payments in the water and sewer fund over the next 20 years by $4,172,632. This resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $3,262,209.

As a result, that portion of the series 2003 and series 2005 general obligation bonds and the series 2004 revenue bonds are now considered defeased, and the City has removed the liabilities from its accounts. These bonds consisted of the following:

Original Issue Date	Description	Interest Rate	Outstanding June 30, 2012
May 1, 2003	Water and Sewer Bonds, Series 2003	3.50%-4.25%	$ 6,300,000
October 1, 2005	General Obligation Public Improvement Bonds, Series 2005	4.125%-5.00%	9,815,000
November 1, 2004	Combined Enterprise System Revenue Bonds, Series 2004	3.50%-5.00%	31,710,000

The General Government long-term debt will be liquidated with the use of funds from the General and Debt Service Funds. All Business-type activities long-term debt will be liquidated with the use of funds from their respective funds.

At June 30, 2012, the City of High Point had authorized bonds of $21,560,000 and a legal debt margin of $659,127,304. There are limitations and restrictions contained in the various bond indentures.

Changes in Long-term Liabilities

	Beginning Balance	Additions & Adjustments	Reductions	Ending Balance	Amounts Due within One Year
Governmental Activities:					
Bonds and notes payable:					
General obligation bonds	$ 75,192,672	$ 12,002,425	$ 10,580,663	$ 76,614,434	$ 4,543,323
Installment purchase agreements	9,786,789	2,050,000	3,254,224	8,582,565	2,918,964
Total bonds and notes payable	84,979,461	14,052,425	13,834,887	85,196,999	7,462,287
Other liabilities:					
Compensated absences	4,362,029	3,290,124	3,322,049	4,330,104	3,371,879
Other post employment benefits	3,392,259	673,727	-	4,065,986	-
Pension liabilities	77,526	-	77,526	-	-
Total other liabilities:	7,831,814	3,963,851	3,399,575	8,396,090	3,371,879
Governmental activities long-term liabilities	$ 92,811,275	$ 18,016,276	$ 17,234,462	$ 93,593,089	$ 10,834,166
Business-type Activities:					
Bonds and notes payable					
Water and Sewer General Obligation Bonds	$ 40,446,592	$ 6,036,115	$ 10,519,165	$ 35,963,542	$ 4,289,485
Water and Sewer Revenue Bonds	129,445,000	32,125,000	34,450,000	127,120,000	3,770,000
Add deferred gain on refunding	-	762,955	-	762,955	-
Premium on Water and Sewer Revenue Bonds	2,428,909	(1,062,816)	149,242	1,216,851	-
Total Water and Sewer Revenue Bonds	131,873,909	31,825,139	34,599,242	129,099,806	3,770,000
Storm Water General Obligation Bonds	13,685,733	3,186,468	3,640,172	13,232,029	342,191
Notes and loans payable	10,787,112	1,273,331	2,047,598	10,012,845	1,403,484
Less discount on refunding	(319,424)	14,519	-	(304,905)	-
Add deferred gain on refunding	402,047	575,730	35,424	942,353	-
Total bonds and notes payable	196,875,969	42,911,302	50,841,601	188,945,670	9,805,160
Other liabilities					
Landfill closure and post-closure	13,919,864	-	-	13,919,864	-
Capital leases	-	-	-	-	-
Other post employment benefits	1,436,871	253,838	-	1,690,709	-
Compensated absences	1,179,487	855,724	854,048	1,181,163	866,859
Total other liabilities	16,536,222	1,109,562	854,048	16,791,736	866,859
Business-type activities long-term liabilities	$ 213,412,191	$ 44,020,864	$ 51,695,649	$ 205,737,406	$ 10,672,019

Compensated absences for governmental activities have typically been liquidated in the General Fund.

Note 3. Interfund Balances and Activity

A schedule of interfund transfers for the year ended June 30, 2012 is as follows:

	Transfers from							
Transfers to	General	General Capital Projects	Nonmajor Governmental	Water and Sewer	Electric	Nonmajor Enterprise	Internal Service	Total
General Fund	$ -	$ -	$ -	$ 50,000	$ 1,895,500	$ -	$ -	$ 1,945,500
General Capital Projects Fund	162,500	-	-	-	-	-	-	162,500
Non-major governmental funds	6,254,973	877,128	47,723	139,149	128,547	45,058	31,806	7,524,384
Non-major enterprise funds	444,770	-	915,321	-	-	-	-	1,360,091
Total	$ 6,862,243	$ 877,128	$ 963,044	$ 189,149	$ 2,024,047	$ 45,058	$ 31,806	$ 10,992,475

Transfers are used to move revenues from the appropriate funds for the payment of debt service principal and interest, move restricted borrowings to establish mandatory reserve accounts, and to move unrestricted revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies of matching funds for various grant programs.

The transfers from the Electric Fund to the General Fund represent the amounts designated for Economic Development and the International Home Furnishings Market as well as the payment in lieu of taxes.

The City also transferred $50,000 from the General Fund to the Law Enforcement Officers' Pension Trust Fund. In the budgetary financial statements, this is shown as a transfer; however, in the basic financial statements, this is not shown as a transfer but as an expenditure.

During the fiscal year the City transferred capital assets between funds. In the internal service fund financial statements, capital assets transferred in are shown as capital contributions. The loss on disposal and capital contributions are eliminated in the government wide statement presentation.

During the fiscal year ended June 30, 2008, the landfill fund provided $1,500,000 to the general capital projects fund for the purchase of land and building for parks and recreation administration. This transfer was done in lieu of external financing options. The intent of the City Council and management is to repay the transfer semi-annually on a ten-year amortized schedule at an interest rate of 3.61% which represented the City's blended internal rate of return for short-term investments at that time. The interfund transaction is presented as a long-term interfund receivable for the enterprise fund and as a long-term interfund payable in the governmental fund statements.

Long-Term due to the Landfill Services Fund from General Capital Projects Fund	$ 963,351

Note 4. On-Behalf Payments for Fringe Benefits and Salaries

During the fiscal year ended June 30, 2012, the City has recognized on-behalf payments for pensions contributions made by the state as a revenue and an expenditure of $64,965 for the 170 participating employed firefighters. The employees elected to be members of the Firemen and Rescue Worker's Pension Fund, a cost-sharing, multiple employer public employee retirement system established and administered by the State of North Carolina. The Plan is funded by a $10 monthly contribution paid by each member, investment income, and a State appropriation.

Note 5. Joint Ventures

A. The North Carolina Municipal Power Agency Number 1 (Agency) is a joint venture organized and existing pursuant to Chapter 159B of the General Statutes of North Carolina to enable municipalities owning electric

distributions systems, through the organization of the Agency, to finance, construct, own, operate and maintain electric generation and transmission facilities. The Agency has nineteen members (participants), which receive power from the Agency. The Agency has entered into a Project Power Sales Agreement and a Supplemental Power Sales Agreement with each participant. These agreements provide for each participant to purchase from the Agency its all-requirements bulk power supply, in excess of power allotments from the Southeastern Power Administration (SEPA), which includes its total share of project output (as defined by the Project Power Sales Agreement). The Agency is obligated to provide all electric power required by each participant at the respective delivery points. Each participant is obligated to pay its share of the operating and debt service costs of the project.

The City began purchase of power from the Agency under the power sales agreement dated July 1, 1983.

Each municipality may appoint one commissioner to serve on the Agency's board. The board elects its own officers and is responsible for the selection of management to run the daily operations of the Agency. The Agency is responsible for budgeting and receiving its financing.

Summary financial information for the Agency for the year ended December 31, 2011 is presented below (in thousands of dollars):

	Total
Current and other assets	$ 1,146,060
Capital assets	1,100,583
Total assets	$ 2,246,643
Current and other liabilities	$ 156,639
Long term debt & other non-current liabilities	2,001,554
Fund equity	88,450
Total liabilities and fund equity	$ 2,246,643
Total revenues	$ 532,772
Total expenses	519,499
Net increase in fund equity	$ 13,273

As of December 31, 2011, the Agency had outstanding $1,541,085,000 of bonds.

The following is a summary of debt service requirements for bonds outstanding at December 31, 2011 (in thousands of dollars):

Year	Principal	Interest	Total
2012	$ 170,780	$ 75,799	$ 246,579
2013	123,655	71,230	194,885
2014	127,215	64,804	192,019
2015	138,290	58,149	196,439
2016	149,595	51,012	200,607
2017-2021	583,740	135,320	719,060
2022-2026	109,130	55,300	164,430
2027-2031	138,680	24,886	163,566
	$ 1,541,085	$ 536,500	$ 2,077,585

The City has made no investment in this joint venture. The City's only financial involvement with the agency relates to the power sales agreement for power purchases. The City’s purchases of power for the fiscal year ended June 30, 2012 totaled $90,696,017. Complete financial statements for the Power Agency can be obtained from the Agency's administrative offices at P.O. Box 29513, Raleigh, NC 27626-0513.

B. The Piedmont Triad Regional Water Authority is a consortium formed by the City, the City of Archdale, the City of Greensboro, the Town of Jamestown, the City of Randleman, and Randolph County for the purpose of construction of the Randleman Dam and to provide a regional water resource. Each participating government appoints members to the board: Greensboro (3), High Point (2), Randolph County (2), Jamestown (2), and Randleman (1) for a total of 10 members. The dam is a joint venture for the purchase of land, construction of a dam, and a wastewater bypass. The Randleman Dam was completed in January 2003 and the impoundment of water is complete. The Authority completed the construction for a water treatment plant and a raw water pump station, transmission lines, and a finished water pump station during FY 2010-2011. The Piedmont Triad Regional Water Authority is operating and maintaining these facilities under an interlocal agreement among the members. The City's allocable portion of capacity and distributable water is 19% or approximately 9 MGD at full operational limits. The City's financial involvement includes membership dues for the allocated administrative costs of the agency and the water purchases under a water sales agreement. The City paid $295,535 for member dues and $732,290 for water purchases during the fiscal year ended June 30, 2012. Complete financial statements for the Piedmont Triad Regional Water Authority may be obtained from Piedmont Triad Regional Water Authority, P.O. Box 1326, Randleman, NC 27317.

C. The governing boards of the cities of Winston-Salem, Burlington, Greensboro, and High Point established the Piedmont Authority of Regional Transportation under the Regional Public Transportation Authority Act, North Carolina General Statutes Chapter 160A, Article 27. The purpose of the Authority is to promote the development of sound transportation systems that provide transportation choices for citizens in its territorial jurisdiction. The participating governments do not have an equity interest in the joint venture. The City of High Point does not have financial responsibility for the Authority and is not responsible for its debts. Audited financial statements for the Piedmont Authority of Regional Transportation are available through the City of Winston-Salem, Finance Department, P.O. Box 2511, Winston-Salem, North Carolina 27102.

Note 6. Jointly Governed Organizations

A. The City in conjunction with 6 counties and 25 other municipalities established the Piedmont Triad Regional Council (Council). The participating governments established the Council to coordinate various funding received from federal and State agencies. Each participating government appoints one member to the Council's governing board. The City paid membership fees of $27,876 to the Council during the fiscal year ended June 30, 2012.

B. The City has an agreement with the Piedmont Triad Airport Authority in which it appoints one member to the board. The City has no financial obligation or investment in the operation of the Airport Authority. Complete financial statements for the Piedmont Triad Airport Authority may be obtained through the Airport Authority, P.O. Box 35005, Greensboro, NC 27425.

C. The City created a High Point Convention and Visitors Bureau (the Bureau) to promote tourism and to solicit and encourage convention business in High Point. The City appoints one of the eleven voting members of the Bureau. Revenues from the county-wide occupancy tax pass through the City to the Bureau. The City paid $1,307,504 to the Bureau during the fiscal year ended June 30, 2012. The City has no other financial obligation or investment in the operation of the Bureau.

Note 7. Related Organization

The eight-member board of the City of High Point Housing Authority includes seven members appointed by the Mayor of the City of High Point and one Council member liaison. The City is accountable for the Housing Authority because it appoints the governing board; however, the City is not financially accountable for the Housing Authority. The City of High Point is also disclosed as a related organization in the notes to the financial statements for the City of High Point Housing Authority. Complete financial statements for the Housing Authority can be obtained from the Authority's offices at 500 East Russell Avenue, High Point, NC 27260.

Note 8. Summary Disclosure of Significant Contingencies

A. Federal and State-Assisted Programs

The City has received proceeds from several federal and state grants, principal of which are the Community Development Block Grant and Federal Transit Administration programs. Periodic audits of these grants are required and certain costs may be questioned as not being appropriate expenditures under the grant agreements. Such audits could result in the refund of grant monies to the grantor agencies. Management believes that any required refunds will be immaterial. No provision has been made in the accompanying financial statements for the refund of grant monies.

B. Company Incentive Program

The City has a specific reimbursement commitment with a company that will provide reimbursements to the company for documented construction costs if the company meets certain documented benchmarks for jobs creation and capital investment by December 31, 2015. As of June 30, 2012, the company had received $700,000 under the incentive program. The maximum amount of reimbursements available to the company over the term of the program is $2,575,000, leaving a remaining potential balance of $1,875,000.

During fiscal year ended June 30, 2012, the City approved a specific reimbursement commitment with a second company that will provide reimbursements to the company for documented construction costs if the company meets certain documented benchmarks for jobs creation and capital investment by December 31, 2017. As of June 30, 2012, the company had not received any monies under this incentive program. The maximum amount of reimbursements available to the company over the term of the program is $2,400,000.

Note 9. Comparative Data and Reclassifications

Comparative data for the prior year has been presented in certain sections of the accompanying financial statements in order to provide an understanding of changes in the City's financial position and operations. In addition, certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

Note 10. New GASB Pronouncements

The GASB has issued several pronouncements prior to June 30, 2012, that have effective dates which may impact future financial presentations. Management is evaluating what, if any, impact implementation of the following statements may have on the financial statements of the City.

- GASB Statement No. 60: Accounting and Financial Reporting for Service Concession Arrangements. The objective of this Statement is to improve financial reporting by addressing issues related to service concession arrangements (SCAs), which are a type of public-private or public-public partnership. An SCA is an arrangement between a transferor (a government) and an operator (governmental or nongovernmental entity) in which (1) the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure or another public asset (a facility) in exchange for significant consideration and (2) the operator collects and is compensated by fees from third parties. This Statement is effective for periods beginning after December 15, 2011 (the City's 2012-2013 fiscal year).
- GASB Statement No. 61: The Financial Reporting Entity: Omnibus. This Statement modifies certain requirements for inclusion of component units in the financial reporting entity. For organizations that previously were required to be included as component units by meeting the fiscal dependency criterion, a financial benefit or burden relationship also would need to be present between the primary government and that organization for it to be included in the reporting entity as a component unit. Further, for organizations that do not meet the financial accountability criteria for inclusion as component units but that, nevertheless, should be included because the primary government's management determines that it would be misleading to exclude them, this Statement clarifies the manner in which that determination should be made and the types of

relationships that generally should be considered in making the determination. This Statement is effective for periods beginning after June 15, 2012 (the City's 2012-2013 fiscal year).

- GASB Statement No. 62: Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. The requirements in this Statement will improve financial reporting by contributing to the GASB's efforts to codify all sources of generally accepted accounting principles for state and local governments so that they derive from a single source. This effort brings the authoritative accounting and financial reporting literature together in one place, with that guidance modified as necessary to appropriately recognize the governmental environment and the needs of governmental financial statement users. It will eliminate the need for financial statement preparers and auditors to determine which FASB and AICPA pronouncement provisions apply to state and local governments, thereby resulting in a more consistent application of applicable guidance in financial statements of state and local governments. This Statement is effective for periods beginning after December 15, 2011 (the City's 2012-2013 fiscal year).

- GASB Statement No. 63: Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position. The requirements of this Statement will improve financial reporting by standardizing the presentation of deferred outflows of resources and deferred inflows of resources and their effects on a government's net position. It alleviates uncertainty about reporting those financial statement elements by providing guidance where none previously existed. This Statement provides financial reporting guidance for deferred outflows of resources and deferred inflows of resources. Concepts Statement No. 4, Elements of Financial Statements, introduced and defined those elements as a consumption of net assets by the government that is applicable to a future reporting period, and an acquisition of net assets by the government that is applicable to a future reporting period, respectively. Previous financial reporting standards did not include guidance for reporting those financial statement elements, which are distinct from assets and liabilities. This Statement is effective for periods beginning after December 15, 2011 (the City's 2012-2013 fiscal year).

- GASB Statement No. 65: Items Previously Reported as Assets and Liabilities. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. This Statement amends the financial statement element classification of certain items previously reported as assets and liabilities to be consistent with the definitions in Concepts Statement 4. This Statement also provides other financial reporting guidance related to the effect of the financial statement elements deferred outflows of resources and deferred inflows of resources, such as changes in the determination of the major fund calculations and limiting the use of the term deferred in financial statement presentations. This Statement is effective for periods beginning after December 15, 2012 (the City's 2013-2014 fiscal year).

- GASB Statement No. 66: Technical Corrections-2012-an amendment of GASB Statements No. 10 and No. 62. The objective of this Statement is to improve accounting and financial reporting for a governmental financial reporting entity by resolving conflicting guidance that resulted from the issuance of two pronouncements, Statements No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, and No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. This Statement amends Statement No. 10, Accounting and Financial Reporting for Risk Financing and Related Insurance Issues, by removing the provision that limits fund-based reporting of an entity's risk financing activities to the general fund and the internal service fund type. As a result, governments should base their decisions about fund type classification on the nature of the activity to be reported, as required in Statement No. 54 and Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments. This Statement also amends Statement No. 62 by modifying the specific guidance on accounting for (1) operating lease payments that vary from a straight-line basis, (2) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans, and (3) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. These changes clarify how to apply Statement No. 13, Accounting for Operating Leases with Scheduled Rent Increases, and result in guidance that is consistent with the requirements in Statement No. 48, Sales and Pledges of

Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues, respectively. This Statement is effective for periods beginning after December 15, 2012 (the City's 2013-2014 fiscal year).

- GASB Statement No. 67: Financial Reporting for Pension Plans-an amendment of GASB Statement No. 25. The objective of this Statement is to improve financial reporting by state and local governmental pension plans. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. This Statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, and No. 50, Pension Disclosures, as they relate to pension plans that are administered through trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements No. 25 and No. 50 remain applicable to pension plans that are not administered through trusts covered by the scope of this Statement and to defined contribution plans that provide postemployment benefits other than pensions. This Statement is effective for periods beginning after June 15, 2013 (the City's 2013-2014 fiscal year).
- GASB Statement No. 68: Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. This Statement replaces the requirements of Statement No. 27, Accounting for Pensions by State and Local Governmental Employers, as well as the requirements of Statement No. 50, Pension Disclosures, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements No. 27 and No. 50 remain applicable for pensions that are not covered by the scope of this Statement. This Statement is effective for periods beginning after June 15, 2014 (the City's 2014-2015 fiscal year).

Required
Supplemental Information

This section contains additional information required by accounting principles generally accepted in the United States of America.

- Schedule of Funding Progress for the Law Enforcement Officers' Special Separation Allowance.

- Schedule of Employer Contributions for the Law Enforcement Officers' Special Separation Allowance.

- Notes to the Required Schedules for the Law Enforcement Officers' Special Separation Allowance.

- Schedule of Funding Progress for the Healthcare Benefits Plan.

- Schedule of Employer Contributions for the Healthcare Benefits Plan.

- Notes to the Required Schedules for the Healthcare Benefits Plan.

CITY OF HIGH POINT, NORTH CAROLINA

Law Enforcement Officers' Special Separation Allowance
Required Supplementary Information
Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)- Projected Unit Credit	Unfunded AAL (UAAL) Obligation	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
12/31/2006	$ -	$ 5,053,642	$ 5,053,642	0.00%	$ 11,189,040	45.17%
12/31/2007	100,000	5,772,668	5,672,668	1.73%	11,311,271	50.15%
12/31/2008	126,640	6,326,711	6,200,071	2.00%	11,592,684	53.48%
12/31/2009	179,967	7,650,126	7,470,159	2.35%	12,054,298	61.97%
12/31/2010	231,913	7,007,549	6,775,636	3.31%	12,219,352	55.45%
12/31/2011	284,204	7,113,478	6,829,274	4.00%	11,800,801	57.87%

CITY OF HIGH POINT, NORTH CAROLINA

Law Enforcement Officers' Special Separation Allowance
Required Supplementary Information
Schedule of Employer Contributions

Year Ended	Annual Required Contribution	Percentage Contributed
2007	$ 460,684	110.0%
2008	494,926	120.8%
2009	544,003	129.1%
2010	593,421	119.1%
2011	707,840	103.0%
2012	671,100	112.6%

NOTES TO THE REQUIRED SCHEDULES:

The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated. Additional information as of the latest actuarial valuation follows.

Valuation date	12/31/2011
Actuarial cost method	Projected unit credit
Amortization method	Level percent of pay closed
Remaining amortization period	19 Years
Asset valuation method	Market Value
Actuarial assumptions:	
Investment rate of return	5.00%
Projected salary increases	4.25 - 7.85%
Includes inflation at	3.00%
Cost-of-living adjustments	None

CITY OF HIGH POINT, NORTH CAROLINA

Healthcare Benefits Plan
Required Supplementary Information
Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)- Projected Unit Credit	Unfunded AAL (UAAL) Obligation	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
12/31/2006	$ -	$ 11,171,206	$ 11,171,206	0.00%	$ 59,414,265	18.80%
12/31/2008	-	15,830,416	15,830,416	0.00%	64,419,181	24.57%
12/31/2010	-	11,909,711	11,909,711	0.00%	64,204,395	18.55%

CITY OF HIGH POINT, NORTH CAROLINA

Healthcare Benefits Plan
Required Supplementary Information
Schedule of Employer Contributions

Year Ended	Annual Required Contribution	Percentage Contributed
2008	$ 1,033,786	8.28%
2009	1,033,786	14.07%
2010	1,608,698	6.99%
2011	1,608,698	6.99%
2012	1,111,107	17.06%

NOTES TO THE REQUIRED SCHEDULES:

The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated. Additional information as of the latest actuarial valuation follows.

Valuation date	12/31/2010
Actuarial cost method	Projected unit credit
Amortization method	Level percent of pay open
Remaining amortization period	30 Years
Asset valuation method	Market Value of Assets
Actuarial assumptions:	
Investment rate of return	4.00%
Medical cost trend rate	10.50% - 5.00%
Year of ultimate trend rate	2018
Includes inflation at	3.00%

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CITY OF HIGH POINT, NORTH CAROLINA

General Fund

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The general operations of the City, such as administration, police, fire, public services, parks and recreation, library, etc. are found in the General Fund. The primary sources of the revenues are property tax collections, licenses and permits, intergovernmental revenues, charges for services and interest on investments.

CITY OF HIGH POINT, NORTH CAROLINA

General Fund
Schedule of Revenue and Expenditures - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Taxes				
Property taxes	$ 56,953,147	$ 57,642,453	$ 689,306	$ 54,817,905
Tax interest	234,050	304,554	70,504	278,025
Total taxes	57,187,197	57,947,007	759,810	55,095,930
Sales and use taxes				
Sales tax	13,188,815	14,930,500	1,741,685	13,356,891
Room occupancy tax	1,404,500	1,612,226	207,726	1,521,558
Rental vehicle tax	100,000	128,314	28,314	120,744
Total sales taxes	14,693,315	16,671,040	1,977,725	14,999,193
Intergovernmental revenues				
Utility franchise tax	4,850,000	4,790,130	(59,870)	4,794,791
Powell bill	2,680,500	2,778,678	98,178	2,667,681
Video programming	1,100,000	1,004,691	(95,309)	1,061,310
Guilford County	1,334,740	1,367,810	33,070	1,332,317
Hold harmless tax reimbursement	859,000	757,800	(101,200)	874,906
ABC Board revenues	718,170	825,678	107,508	744,551
DOT signal reimbursement	320,000	343,674	23,674	374,171
Housing authority	224,000	208,671	(15,329)	246,065
Highway maintenance	220,000	220,000	-	220,000
Beer and wine tax	425,000	454,017	29,017	450,506
Other intergovernmental revenues	262,117	344,580	82,463	218,591
Total intergovernmental revenues	12,993,527	13,095,729	102,202	12,984,889
Licenses and permits				
Privilege licenses	2,391,500	2,361,488	(30,012)	2,360,455
Fines and forfeitures	100,000	72,272	(27,728)	72,403
Inspection fees and permits	854,400	998,030	143,630	1,176,880
Other licenses and fees	500	346	(154)	326
Total licenses and permits	3,346,400	3,432,136	85,736	3,610,064
Charges for services				
Self-sustaining recreation programs	2,648,767	2,418,864	(229,903)	2,495,033
Recycling and environmental services charges	598,500	600,140	1,640	635,182
Sales and rentals	1,306,539	1,290,604	(15,935)	1,414,266
Other charges and services	256,000	254,152	(1,848)	266,395
Total charges for services	4,809,806	4,563,760	(246,046)	4,810,876
Interest income and miscellaneous revenues				
Interest income	300,000	318,343	18,343	227,275
Miscellaneous	211,454	394,709	183,255	393,090
Sale of capital assets	-	37,752	37,752	5,337
Administrative reimbursements	5,780,534	5,780,534	-	5,637,869
Total miscellaneous revenues	6,291,988	6,531,338	239,350	6,263,571
Total revenues	99,322,233	102,241,010	2,918,777	97,764,523

(Continued)

CITY OF HIGH POINT, NORTH CAROLINA

(Continued)

General Fund
Schedule of Revenue and Expenditures - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Expenditures:				
General government				
Governing body	443,358	358,366	84,992	394,759
Administration and general	4,305,041	3,113,517	1,191,524	3,360,514
Human resources	1,757,380	1,488,556	268,824	1,190,391
Financial services	1,881,469	1,700,555	180,914	1,784,869
Engineering services	1,521,786	1,440,144	81,642	1,479,399
Communications	2,139,904	2,140,879	(975)	2,060,489
Systems project administration	341,814	251,244	90,570	250,933
Information services	4,043,489	3,802,466	241,023	3,471,560
Public services administration	359,322	358,398	924	352,388
Contingency	620,000	-	620,000	-
Total general government	17,413,563	14,654,125	2,759,438	14,345,302
Public safety				
Police	22,557,609	22,106,015	451,594	21,958,927
Fire	19,803,038	19,024,918	778,120	18,021,782
Total public safety	42,360,647	41,130,933	1,229,714	39,980,709
Transportation				
Administration	786,448	678,673	107,775	669,557
Signs and signals	3,792,939	3,677,133	115,806	3,551,056
Streets maintenance	5,970,864	3,407,068	2,563,796	3,579,832
Total transportation	10,550,251	7,762,874	2,787,377	7,800,445
Environmental services				
Environmental services	6,555,345	6,392,324	163,021	6,037,109
Cemeteries	226,820	224,869	1,951	231,081
Total environmental service	6,782,165	6,617,193	164,972	6,268,190
Total public service	17,332,416	14,380,067	2,952,349	14,068,635
Community and economic development				
Planning	1,164,734	999,790	164,944	1,075,872
Housing	66,876	66,738	138	65,913
Building inspections	1,897,787	1,829,150	68,637	1,859,808
Furniture market authority	2,846,000	2,881,070	(35,070)	2,844,718
Core city development	257,051	223,783	33,268	150,572
Economic development	1,355,445	688,823	666,622	536,545
Total community and economic development	7,587,893	6,689,354	898,539	6,533,428
Cultural and recreation				
Parks and recreation	10,587,748	9,832,648	755,100	9,946,124
Library	4,358,812	4,068,425	290,387	4,247,925
Museum	739,179	615,531	123,648	579,781
Theatre	1,348,676	1,169,297	179,379	1,004,688
Special appropriations - agencies	1,650,063	1,497,678	152,385	1,430,176
Total cultural and recreation and spec approp.	18,684,478	17,183,579	1,500,899	17,208,694
Total expenditures	103,378,997	94,038,058	9,340,939	92,136,768
Excess (deficiency) of revenues over (under) expenditures	(4,056,764)	8,202,952	12,259,716	5,627,755

(Continued)

CITY OF HIGH POINT, NORTH CAROLINA

(Concluded)

General Fund
Schedule of Revenue and Expenditures - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Other financing sources (uses):				
Proceeds from issuance of installment purchases	1,375,000	1,375,000	-	-
Transfers from (to) other funds:				
General Debt Service Fund	(5,903,420)	(5,903,420)	-	(4,666,739)
Special Grants Fund	-	-	-	218,532
Special Grants Fund	(255,525)	(226,603)	28,922	(33,088)
Community Development Fund	(124,950)	(124,950)	-	(124,590)
General Capital Projects Fund	(162,500)	(162,500)	-	1,535,936
Central Services Fund	200,000	-	(200,000)	800,000
Water/Sewer Fund	1,550,000	50,000	(1,500,000)	50,000
Electric Fund	1,110,000	1,110,000	-	1,110,000
Mass Transit Fund	(348,817)	(348,817)	-	(342,196)
Parking Facilities Fund	(95,953)	(95,953)	-	(106,685)
LEO Pension Trust Fund	(50,000)	(50,000)	-	(50,000)
Transfers in related to payment in lieu of taxes	785,500	785,500	-	820,000
Fund balance appropriated	5,977,429	-	(5,977,429)	-
Total other financing sources (uses)	4,056,764	(3,591,743)	(7,648,507)	(788,830)
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	$ -	4,611,209	$ 4,611,209	4,838,925
Fund balance, beginning of year		26,376,824		21,537,899
Fund balance, end of year		$ 30,988,033		$ 26,376,824

CITY OF HIGH POINT, NORTH CAROLINA

Capital Projects Fund

General Capital Projects Fund

To account and provide for inception to date budgeting and accounting for the acquisition and/or construction of major capital improvements acquired through annual transfers from governmental funds and through bond referenda and other public debt issuances.

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General Capital Projects Fund
Schedule of Revenues and Expenditures
Compared With Project Authorizations (Non - GAAP)
From Project Inception and for the Fiscal Year Ended June 30, 2012

	PROJECT AUTHORIZATION	PRIOR YEAR	ACTUAL CURRENT YEAR	TOTAL TO DATE
Revenues:				
Restricted intergovernmental	$ 1,850,479	$ -	$ 572,169	$ 572,169
Miscellaneous	300,000	-	10,000	10,000
Administrative reimbursements	180,000	-	180,000	180,000
Total revenues	2,330,479	-	762,169	762,169
Expenditures:				
General government	40,000	-	19,625	19,625
Public safety	4,165,160	3,217,039	808,789	4,025,828
Public services-transportation	37,109,000	6,256,504	5,655,181	11,911,685
Cultural and recreation	4,847,590	1,324,501	1,653,909	2,978,410
Interest expense	180,000	-	38,564	38,564
Total expenditures	46,341,750	10,798,044	8,176,068	18,974,112
Other financing sources (uses):				
General obligation bonds	43,122,479	37,337,479	5,785,000	43,122,479
Transfer from General Fund	1,765,920	1,603,420	162,500	1,765,920
Transfer to General Debt Service Fund	(877,128)	-	(877,128)	(877,128)
Total other financing sources (uses)	44,011,271	38,940,899	5,070,372	44,011,271
Excess of revenues and financing sources over (under) expenditures	$ -	$ 28,142,855	(2,343,527)	$ 25,799,328
Fund Balance, beginning of year			28,142,855	
Fund Balance, end of year			$ 25,799,328	

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CITY OF HIGH POINT, NORTH CAROLINA

Combining Statements – All Non-Major Governmental Funds

Combining Balance Sheet. Displays the current financial position of all nonmajor governmental funds of the City.

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances. Displays the results of operations for all nonmajor governmental funds of the City.

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

CITY OF HIGH POINT, NORTH CAROLINA

Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2012

	SPECIAL REVENUE	DEBT SERVICE	TOTAL NONMAJOR GOVERNMENTAL FUNDS
ASSETS			
Restricted cash	$ 2,227,881	$ 18,315,597	$ 20,543,478
Receivables:			
Accounts and grants	944,309	2,330	946,639
Notes and loans	4,896,994	-	4,896,994
Accrued interest	-	26,610	26,610
TOTAL ASSETS	$ 8,069,184	$ 18,344,537	$ 26,413,721
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	$ 728,247	$ 122,805	$ 851,052
Unearned revenue	4,896,994	-	4,896,994
Deferred revenue	459,718	-	459,718
TOTAL LIABILITIES	6,084,959	122,805	6,207,764
Fund balances:			
Restricted:			
Stabilization by state statute	1,763,865	28,940	1,792,805
Grant programs	237,495	-	237,495
Debt service	-	18,192,792	18,192,792
Unassigned	(17,135)	-	(17,135)
TOTAL FUND BALANCES	1,984,225	18,221,732	20,205,957
TOTAL LIABILITIES AND FUND BALANCES	$ 8,069,184	$ 18,344,537	$ 26,413,721

CITY OF HIGH POINT, NORTH CAROLINA

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Fiscal Year Ended June 30, 2012

	SPECIAL REVENUE	GENERAL DEBT SERVICE	TOTAL NONMAJOR GOVERNMENTAL FUNDS
Revenues:			
Property taxes	$ -	$ 3,054,308	$ 3,054,308
Restricted intergovernmental	5,507,872	-	5,507,872
Unrestricted intergovernmental	-	291,699	291,699
Interest on investments	10,013	160,770	170,783
Miscellaneous	342,935	264,185	607,120
Total revenues	5,860,820	3,770,962	9,631,782
Expenditures:			
General government	305,626	-	305,626
Public safety	1,419,848	-	1,419,848
Public services	1,417,100	-	1,417,100
Planning and community development	2,443,907	-	2,443,907
Cultural and recreation	79,829	-	79,829
Debt service:			
Principal retirement	-	6,187,874	6,187,874
Interest and fiscal charges	-	3,738,190	3,738,190
Total expenditures	5,666,310	9,926,064	15,592,374
Excess (deficiency) of revenues over (under) expenditures	194,510	(6,155,102)	(5,960,592)
Other financing sources (uses):			
Bond issuance premium	-	262,272	262,272
Transfers in	351,553	7,172,831	7,524,384
Transfers out	(47,723)	(915,321)	(963,044)
Total other financing sources (uses)	303,830	6,519,782	6,823,612
Net change in fund balances	498,340	364,680	863,020
Fund balances, beginning of year	1,485,885	17,857,052	19,342,937
Fund balances, end of year	$ 1,984,225	$ 18,221,732	$ 20,205,957

Special Revenue Funds

Special Revenue Funds account for the proceeds of special revenue sources that are legally restricted to expenditure for specified purposes. The City utilizes two special revenue funds.

Special Grants Fund

The Special Grants Fund accounts for the receipt and disbursement of all grants, including Federal, State and local grants or entitlements but excluding the Community Development Block Grant and other federal grants through US Department of Housing and Urban Development.

Community Development Fund

The Community Development Fund accounts for the revenues and expenditures associated with activities of various programs funded by the US Department of Housing and Urban Development, including Community Development Block Grant.

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

CITY OF HIGH POINT, NORTH CAROLINA

Combining Balance Sheet
All Special Revenue Funds
June 30, 2012

	SPECIAL GRANTS	COMMUNITY DEVELOPMENT	TOTAL
Assets:			
Restricted cash	$ 1,880,172	$ 347,709	$ 2,227,881
Receivables:			
Accounts and grants	525,447	418,862	944,309
Notes and loans	-	4,896,994	4,896,994
Total Assets	$ 2,405,619	$ 5,663,565	$ 8,069,184
Liabilities and fund balances:			
Liabilities:			
Accounts payable and accrued expenses	$ 374,394	$ 353,853	$ 728,247
Unearned revenue	-	4,896,994	4,896,994
Deferred revenue	275,953	183,765	459,718
Total Liabilities	650,347	5,434,612	6,084,959
Fund balances:			
Restricted:			
Stabilization by state statute	1,517,777	246,088	1,763,865
Grant programs	237,495	-	237,495
Unassigned	-	(17,135)	(17,135)
Total Fund Balances	1,755,272	228,953	1,984,225
Total Liabilities and Fund Balances	$ 2,405,619	$ 5,663,565	$ 8,069,184

CITY OF HIGH POINT, NORTH CAROLINA

Combining Statement of Revenues, Expenditures and Changes in Fund Balances
All Special Revenue Funds
For the Fiscal Year Ended June 30, 2012

	SPECIAL GRANTS	COMMUNITY DEVELOPMENT	TOTAL
Revenues:			
Restricted intergovernmental	$ 3,559,457	$ 1,948,415	$ 5,507,872
Interest on investments	10,013	-	10,013
Miscellaneous	46,040	296,895	342,935
Total revenues	3,615,510	2,245,310	5,860,820
Expenditures:			
General government	305,626	-	305,626
Public safety	1,419,848	-	1,419,848
Public services	1,417,100	-	1,417,100
Planning and community development	104,145	2,339,762	2,443,907
Cultural and recreation	79,829	-	79,829
Total expenditures	3,326,548	2,339,762	5,666,310
Excess (deficiency) of revenues over (under) expenditures	288,962	(94,452)	194,510
Other financing sources (uses):			
Transfers in	226,603	124,950	351,553
Transfers out	(47,723)	-	(47,723)
Total other financing sources (uses)	178,880	124,950	303,830
Net change in fund balances	467,842	30,498	498,340
Fund balances, beginning of year	1,287,430	198,455	1,485,885
Fund balances, end of year	$ 1,755,272	$ 228,953	$ 1,984,225

CITY OF HIGH POINT, NORTH CAROLINA

Special Grants Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Restricted intergovernmental:				
Federal grants	$ 3,435,789	$ 1,951,075	$ (1,484,714)	$ 2,004,342
State grants	1,399,218	1,131,865	(267,353)	213,134
State 911	443,675	443,675	-	394,569
Contributions from other agencies	55,116	32,842	(22,274)	23,740
Interest on investments	5,211	5,211	-	6,528
Interest on investments - State 911	4,802	4,802	-	5,035
Miscellaneous	121,157	46,040	(75,117)	95,470
Total revenues	5,464,968	3,615,510	(1,849,458)	2,742,818
Expenditures:				
General government	833,274	305,626	527,648	694,493
Public safety - State 911	1,028,987	276,161	752,826	309,369
Public safety	2,563,805	1,143,687	1,420,118	855,623
Public services	2,252,216	1,417,100	835,116	745,470
Planning and community development	573,774	104,145	469,629	95,239
Cultural and recreation	102,052	79,829	22,223	90,365
Total expenditures	7,354,108	3,326,548	4,027,560	2,790,559
Excess (deficiency) of revenues over (under) expenditures	(1,889,140)	288,962	2,178,102	(47,741)
Other financing sources (uses):				
Transfer from General Fund	255,525	226,603	(28,922)	33,088
Transfer to General Fund	-	-	-	(218,532)
Transfer to General Debt Service Fund - State 911	(47,723)	(47,723)	-	(47,723)
Appropriated bund balance	1,681,338	-	(1,681,338)	-
Total other financing sources (uses)	1,889,140	178,880	(1,710,260)	(233,167)
Net change in fund balance	$ -	467,842	$ 467,842	(280,908)
Fund balance, beginning of year		1,287,430		1,568,338
Fund balance, end of year		$ 1,755,272		$ 1,287,430

Note: The City transferred $47,723 of eligible 911 funds to the General Debt Service Fund for debt service payment 8 of 10 for the upgrade to the console system that houses the 911 equipment.

CITY OF HIGH POINT, NORTH CAROLINA

Community Development Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Restricted intergovernmental	$ 10,049,625	$ 1,948,415	$ (8,101,210)	$ 3,918,260
Miscellaneous	24,809	296,895	272,086	203,836
Total revenues	10,074,434	2,245,310	(7,829,124)	4,122,096
Expenditures:				
Community development block grant	976,439	860,323	116,116	956,771
Home program	1,430,773	468,283	962,490	522,292
Lead based paint	3,119,576	551,171	2,568,405	1,359,886
Shelter care	151,959	65,572	86,387	62,639
Neighborhood stabilization program	755,153	394,413	360,740	1,354,844
Section 108 loan guarantee program	3,907,935	-	3,907,935	-
Total planning and community development expenditures	10,341,835	2,339,762	8,002,073	4,256,432
Excess (deficiency) of revenues over (under) expenditures	(267,401)	(94,452)	172,949	(134,336)
Other financing sources (uses):				
Transfer from General Fund	124,950	124,950	-	124,590
Appropriated fund balance	142,451	-	(142,451)	-
Total other financing sources (uses)	267,401	124,950	(142,451)	124,590
Net change in fund balance	$ -	30,498	$ 30,498	(9,746)
Fund balance, beginning of year		198,455		208,201
Fund balance, end of year		$ 228,953		$ 198,455

CITY OF HIGH POINT, NORTH CAROLINA

Debt Service Fund

The Debt Service Fund accounts for the accumulation of resources for and the payment of governmental long-term principal and interest.

CITY OF HIGH POINT, NORTH CAROLINA

General Debt Service Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Property taxes	$ 3,057,427	$ 3,054,308	$ (3,119)	$ 3,050,281
Interest on investments	145,000	160,770	15,770	176,586
Unrestricted intergovernmental	291,699	291,699	-	268,201
Miscellaneous	264,185	264,185	-	-
Total Revenues	3,758,311	3,770,962	12,651	3,495,068
Expenditures:				
Debt service:				
Principal	6,148,490	6,148,487	3	6,154,454
Principal (public safety - State 911)	39,387	39,387	-	39,387
Interest	3,684,441	3,584,438	100,003	3,773,484
Interest (public safety - State 911)	8,336	8,336	-	8,336
Fiscal charges	130,480	145,416	(14,936)	83,250
Total Expenditures	10,011,134	9,926,064	85,070	10,058,911
Excess (deficiency) of revenues over (under) expenditures	(6,252,823)	(6,155,102)	97,721	(6,563,843)
Other financing sources (uses):				
Bond issuance premium	-	262,272	262,272	-
Transfer from General Fund	5,903,420	5,903,420	-	4,666,739
Transfer from Special Grants Fund (State 911)	47,723	47,723	-	47,723
Transfer from General Capital Projects Fund	877,128	877,128	-	914,256
Transfer from Central Services Fund	31,805	31,806	1	31,805
Transfer from Water and Sewer Fund	139,150	139,149	(1)	139,149
Transfer from Electric Fund	128,547	128,547	-	128,547
Transfer from Mass Transit Fund	1,325	1,325	-	1,325
Transfer from Parking Fund	10,602	10,602	-	10,602
Transfer from Landfill Facilities Fund	23,893	27,830	3,937	27,830
Transfer from Storm Water Fund	4,551	5,301	750	5,301
Transfer to Storm Water Fund	(915,321)	(915,321)	-	(965,181)
Appropriated fund balance	-	-	-	-
Total other financing sources (uses)	6,252,823	6,519,782	266,959	5,008,096
Net change in fund balance	$ -	364,680	$ 364,680	(1,555,747)
Fund balance, beginning of year		17,857,052		19,412,799
Fund balance, end of year		$ 18,221,732		$ 17,857,052

PROPRIETARY FUND TYPES
Enterprise Funds

The Enterprise Funds provide goods or services to the general public on a continuing basis and are financed or recovered primarily through user charges. Listed below are departments accounted for in the Enterprise Funds.

Water and Sewer Fund
To provide the maximum treatment possible of our raw water and to furnish to the customer an adequate quantity of high quality and aesthetically pleasing stain-free water for home, industrial and commercial users. Additionally, this fund provides for the proper and effective treatment of all wastewater and disposal of any treatment process byproducts in an environmentally sound manner.

Electric Fund
To provide effective, professional services to utility customers and to provide expansions to the electric system from operational revenues.

Mass Transit Fund
Provide an optimal level of safe, reliable and economical transportation service for the residents of High Point while increasing the efficiency of the system.

Parking Facility Fund
The Parking Facility Fund's responsibility is for the operation and maintenance of the City's off-street parking facilities.

Landfill Facilities Fund
To provide a sanitary landfill for the citizens of the City and a portion of Guilford County. To properly handle the disposal of 170,000 plus tons of wastes annually in an environmentally acceptable manner by means of shredding and conventional landfill methods.

Storm Water Fund
To provide for the operation and maintenance of the City's storm water program, which manages storm water runoff through stream cleaning, bank stabilization, and maintenance of detention lakes and ponds.

CITY OF HIGH POINT, NORTH CAROLINA

Combining Balance Sheet
All Nonmajor Enterprise Funds
June 30, 2012

ASSETS	MASS TRANSIT	PARKING FACILITIES	LANDFILL FACILITIES	STORM WATER	TOTAL
Current assets:					
Cash and investments	$ 1,322,474	$ 258,534	$ 31,435,540	$ 7,115,356	$ 40,131,904
Receivables:					
Accounts and grants (net)	695,798	159	631,974	140,321	1,468,252
Accrued interest	661	409	45,569	10,249	56,888
Inventory	77,343	-	-	-	77,343
Prepaid expenses	226,579	-	-	-	226,579
Total current assets	2,322,855	259,102	32,113,083	7,265,926	41,960,966
Noncurrent assets:					
Restricted assets:					
Cash and investments	10,050	5,445	-	1,580,693	1,596,188
Deferred charges	-	-	-	39,484	39,484
Interfund loan receivable	-	-	963,351	-	963,351
Capital assets:					
Land	581,396	898,720	1,676,601	432,178	3,588,895
Buildings and other improvements	1,575,482	8,690,140	13,675,913	-	23,941,535
Machinery and equipment	5,305,132	416,962	2,846,934	138,126	8,707,154
Infrastructure	-	-	-	8,411,367	8,411,367
Construction in progress	73,544	-	6,629,703	6,783,811	13,487,058
Accumulated depreciation	(4,419,974)	(6,911,711)	(14,611,179)	(844,804)	(26,787,668)
Total capital assets	3,115,580	3,094,111	10,217,972	14,920,678	31,348,341
TOTAL ASSETS	$ 5,448,485	$ 3,358,658	$ 43,294,406	$ 23,806,781	$ 75,908,330
LIABILITIES AND NET ASSETS					
Liabilities :					
Current liabilities:					
Accounts payable and accrued expenses	$ 124,223	$ 6,219	$ 265,713	$ 303,880	$ 700,035
Current maturities of long-term debt	-	-	-	342,191	342,191
Current maturities of compensated absences	64,398	5,513	88,394	44,604	202,909
Accrued interest payable	-	-	-	125,083	125,083
Deposits	-	5,445	-	-	5,445
Total current liabilities	188,621	17,177	354,107	815,758	1,375,663
Long-term liabilities:					
Accrued closure/post closure costs	-	-	13,919,864	-	13,919,864
Other post employment benefits accrual	175,242	426	221,825	179,796	577,289
General obligation bonds payable	-	-	-	13,088,757	13,088,757
Compensated absences	28,223	2,593	40,701	26,296	97,813
Unearned revenue	6,939	-	-	1,949,183	1,956,122
Total long-term liabilities	210,404	3,019	14,182,390	15,244,032	29,639,845
Total liabilities	399,025	20,196	14,536,497	16,059,790	31,015,508
Net assets:					
Invested in capital assets, net of related debt	3,115,580	3,094,111	10,217,972	3,070,423	19,498,086
Restricted	385,755	-	-	-	385,755
Unrestricted	1,548,125	244,351	18,539,937	4,676,568	25,008,981
Total Net assets	5,049,460	3,338,462	28,757,909	7,746,991	44,892,822
TOTAL LIABILITIES AND NET ASSETS	$ 5,448,485	$ 3,358,658	$ 43,294,406	$ 23,806,781	$ 75,908,330

CITY OF HIGH POINT, NORTH CAROLINA

Combining Statement of Revenues, Expenses and Changes in Net Assets
All Nonmajor Enterprise Funds
For the Fiscal Year Ended June 30, 2012

	MASS TRANSIT	PARKING FACILITIES	LANDFILL FACILITIES	STORM WATER	TOTAL NONMAJOR ENTERPRISE FUNDS
OPERATING REVENUES:					
Charges for services	$ 582,012	$ 357,994	$ 7,313,344	$ 2,450,155	$ 10,703,505
Licenses and permits	353,458	-	-	-	353,458
Intergovernmental	2,014,466	-	71,547	-	2,086,013
Miscellaneous	-	-	5,925	-	5,925
Total operating revenues	2,949,936	357,994	7,390,816	2,450,155	13,148,901
OPERATING EXPENSES:					
Management and administration	3,152,130	357,474	4,681,353	1,509,082	9,700,039
Depreciation and amortization	551,950	244,909	212,463	292,305	1,301,627
Total operating expenses	3,704,080	602,383	4,893,816	1,801,387	11,001,666
Operating income (loss)	(754,144)	(244,389)	2,497,000	648,768	2,147,235
Nonoperating revenues (expenses):					
Interest on investments	7,740	1,627	263,424	48,830	321,621
Miscellaneous and other nonoperating	1,767	-	50	500	2,317
Interest expense and fiscal charges	-	-	-	(581,454)	(581,454)
Amortization of financing costs	-	-	-	(1,626)	(1,626)
Reimbursements to other funds	-	-	(591,306)	-	(591,306)
Total nonoperating revenues (expenses)	9,507	1,627	(327,832)	(533,750)	(850,448)
Income (loss) before capital contributions and transfers	(744,637)	(242,762)	2,169,168	115,018	1,296,787
Capital contributions	352,718	-	-	-	352,718
Transfers in	348,817	95,953	-	915,321	1,360,091
Transfers out	(1,325)	(10,602)	(27,830)	(5,301)	(45,058)
Total transfers	700,210	85,351	(27,830)	910,020	1,667,751
Change in net assets	(44,427)	(157,411)	2,141,338	1,025,038	2,964,538
Net assets, beginning of the year	5,093,887	3,495,873	26,616,571	6,721,953	41,928,284
Net assets, ending of the year	$ 5,049,460	$ 3,338,462	$ 28,757,909	$ 7,746,991	$ 44,892,822

City of High Point, North Carolina

Combining Statement of Cash Flows
All Nonmajor Enterprise Funds
For the Fiscal Year Ended June 30, 2012

	Business-Type - Enterprise Funds				
	MASS TRANSIT	PARKING FACILITIES	LANDFILL FACILITIES	STORM WATER	TOTAL
Cash Flows From Operating Activities					
Receipts from customers and users	$ 3,020,114	$ 358,028	$ 7,443,590	$ 2,497,526	$ 13,319,258
Payments to employees and related fringe benefits	(1,772,461)	(206,920)	(1,976,418)	(1,004,651)	(4,960,450)
Payments to suppliers and operating costs	(1,567,994)	(155,844)	(2,722,487)	(1,395,983)	(5,842,308)
Net cash provided by (used in) by operating activities	(320,341)	(4,736)	2,744,685	96,892	2,516,500
Cash Flows From Non Capital Financing Activities					
Transfers in	348,817	95,953	-	915,321	1,360,091
Transfers out	(1,325)	(10,602)	(27,830)	(5,301)	(45,058)
Advances from other funds	-	-	141,436	-	141,436
Miscellaneous and other nonoperating	1,767	-	50	500	2,317
Reimbursements to other funds	-	-	(591,306)	-	(591,306)
Net Cash provided by (used in) noncapital financing activities	349,259	85,351	(477,650)	910,520	867,480
Cash Flows From Financing Activities					
Proceeds from issuance of long-term debt	-	-	-	3,712,277	3,712,277
Payment to trustee for refunded bonds	-	-	-	(3,652,663)	(3,652,663)
Principal payments on long-term debt	-	-	-	(314,399)	(314,399)
Interest payments on long-term debt	-	-	-	(656,314)	(656,314)
Acquisition and construction of capital assets	(95,919)	-	(1,448,637)	(5,686,857)	(7,231,413)
Net cash provided by (used in) noncapital financing activities	(95,919)	-	(1,448,637)	(6,597,956)	(8,142,512)
Cash Flows From Investing Activities					
Interest earned on investments	8,737	1,548	272,897	50,969	334,151
Net cash provided by investing activities	8,737	1,548	272,897	50,969	334,151
Net increase (decrease) in cash and investments	(58,264)	82,163	1,091,295	(5,539,575)	(4,424,381)
Cash and investments, beginning of the year	1,390,788	181,816	30,344,245	14,235,624	46,152,473
Cash and investments end of the year	$ 1,332,524	$ 263,979	$ 31,435,540	$ 8,696,049	$ 41,728,092
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:					
Operating income (loss)	$ (754,144)	$ (244,389)	$ 2,497,000	$ 648,768	$ 2,147,235
Adjustments to Reconcile Operating Income (Loss) to					
Net Cash Provided by (Used in) Operating Activities:					
Depreciation and amortization	551,950	244,909	212,463	292,305	1,301,627
Change in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivables	63,239	74	52,774	(12,801)	103,286
(Increase) Decrease in Inventories	(5,087)	-	-	-	(5,087)
(Increase) Decrease in Prepaid Expenses and Deferred Charges	(128,619)	-	-	-	(128,619)
Increase (Decrease) in Payables and Accrued Expenses	(86,515)	(48)	(43,711)	(912,524)	(1,042,798)
Increase (Decrease) in Deposits	-	(40)	-	-	(40)
Increase (Decrease) in OPEB Liability	24,979	(6,661)	33,544	15,701	67,563
Increase (Decrease) in Vacation Leave Accrual	6,917	1,419	(7,385)	5,271	6,222
Increase (Decrease) in Unearned Revenue	6,939	-	-	60,172	67,111
Total adjustments	433,803	239,653	247,685	(551,876)	369,265
Net cash provided by (used in) operating activities	$ (320,341)	$ (4,736)	$ 2,744,685	$ 96,892	$ 2,516,500

CITY OF HIGH POINT, NORTH CAROLINA

Water and Sewer Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 42,781,130	$ 43,314,099	$ 532,969	$ 42,432,009
Miscellaneous	20,000	664,704	644,704	759,910
Intergovernmental	435,938	435,938	-	73,781
Total operating revenues	43,237,068	44,414,741	1,177,673	43,265,700
Operating expenditures:				
Management and administration	2,386,736	2,081,314	305,422	1,903,765
System maintenance and distribution	6,454,766	5,864,847	589,919	5,975,755
Treatment plants	9,029,386	8,521,100	508,286	8,386,208
Other services and charges	892,934	337,928	555,006	334,608
Total operating expenditures	18,763,822	16,805,189	1,958,633	16,600,336
Operating income	24,473,246	27,609,552	3,136,306	26,665,364
Nonoperating revenues (expenditures):				
Interest on investments	218,000	302,358	84,358	288,411
Miscellaneous and other nonoperating	-	27,165	27,165	34,158
Proceeds from disposal of capital assets	-	37,100	37,100	259
Interest expense and fiscal charges	(8,435,354)	(8,370,580)	64,774	(7,364,108)
Payment of debt principal	(8,358,819)	(8,353,007)	5,812	(8,274,571)
Reimbursement to General Fund	(2,681,323)	(2,681,323)	-	(2,640,767)
Reimbursement to Electric Fund	(1,744,333)	(1,744,333)	-	(1,711,400)
Total non-operating revenues (expenditures)	(21,001,829)	(20,782,620)	219,209	(19,668,018)
Income before other financing sources (uses)	3,471,417	6,826,932	3,355,515	6,997,346
Other financing sources (uses):				
Proceeds from general obligation refunding bonds	-	7,032,151	7,032,151	-
Proceeds from revenue refunding bonds	-	35,760,728	35,760,728	-
Payment to trustee for refunded bonds	-	(42,270,653)	(42,270,653)	-
Transfer to General Fund	(750,000)	(50,000)	700,000	(50,000)
Transfer to General Debt Service Fund	(139,149)	(139,149)	-	(139,149)
Transfer to Water & Sewer Capital Projects Fund	(3,587,000)	(3,587,000)	-	(2,900,000)
Appropriated net assets	1,004,732	-	(1,004,732)	-
Total other financing sources (uses)	(3,471,417)	(3,253,923)	217,494	(3,089,149)
Change in net assets - budgetary basis	$ -	3,573,009	$ 3,573,009	3,908,197
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Water & Sewer Capital Project Ordinance Fund		(2,278,421)		(9,934,959)
Water Capital Reserve Fund		16,909		12,334
Sewer Capital Reserve Fund		11,889		8,672
Capital additions		4,252,337		10,390,371
Capital contributions		1,868,126		3,430,019
Depreciation expense		(11,904,681)		(11,363,683)
Compensated absences expense		21,505		7,679
OPEB expense		(89,688)		(149,872)
Gain (loss) on disposal of property		(1,249)		(18,440)
Financing costs deferred		426,799		-
Amortization of financing costs		51,924		51,924
General obligation refunding bonds proceeds		(7,032,151)		-
Revenue refunding bonds proceeds		(35,760,728)		-
Bond proceeds used in defeasance of bonds		42,270,653		-
Intergovernmental note proceeds		653,755		(169,877)
Bond principal payments		8,353,007		8,274,571
Change in net assets - full accrual basis		$ 4,432,995		$ 4,446,936

CITY OF HIGH POINT, NORTH CAROLINA

Water & Sewer Capital Projects Ordinance Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
From Inception and for the Fiscal Year Ended June 30, 2012

	PROJECT AUTHORIZATION	ACTUAL PRIOR YEAR	ACTUAL CURRENT YEAR	ACTUAL TOTAL TO DATE
Revenues:				
Interest on investments	$ -	$ 4,249,445	$ 6,565	$ 4,256,010
Total revenues	-	4,249,445	6,565	4,256,010
Expenditures:				
System maintenance and improvements	42,915,566	17,201,195	5,871,986	23,073,181
Other financing sources:				
Proceeds from revenue bonds	26,977,052	21,521,205	-	21,521,205
Transfer from Water and Sewer Fund	15,938,514	12,351,514	3,587,000	15,938,514
Total other financing sources	42,915,566	33,872,719	3,587,000	37,459,719
Change in net assets	$ -	$ 20,920,969	$ (2,278,421)	$ 18,642,548

CITY OF HIGH POINT, NORTH CAROLINA

Water Capital Reserve Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Interest on investments.....	$ -	$ 16,909	$ 16,909	$ 12,334
Change in net assets.....	$ -	$ 16,909	$ 16,909	$ 12,334

CITY OF HIGH POINT, NORTH CAROLINA

Sewer Capital Reserve Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Interest on investments.....	$ -	$ 11,889	$ 11,889	$ 8,672
Change in net assets.....	$ -	$ 11,889	$ 11,889	$ 8,672

CITY OF HIGH POINT, NORTH CAROLINA

Electric Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 116,736,991	$ 112,805,453	$ (3,931,538)	$ 112,831,059
Miscellaneous	30,706	112,823	82,117	291,302
Total operating revenues	116,767,697	112,918,276	(3,849,421)	113,122,361
Operating expenditures:				
Management and administration	779,854	676,796	103,058	618,539
Maintenance and distribution	2,767,285	2,495,251	272,034	1,911,275
Power purchases	91,559,043	90,788,214	770,829	87,263,830
System improvements	24,545,178	8,863,637	15,681,541	9,461,919
Other services and charges	4,795,857	4,241,864	553,993	4,363,387
Total operating expenditures	124,447,217	107,065,762	17,381,455	103,618,950
Operating income (loss):	(7,679,520)	5,852,514	13,532,034	9,503,411
Nonoperating revenues (expenditures):				
Interest on investments	215,000	305,526	90,526	267,448
Miscellaneous and other nonoperating	-	11,761	11,761	-
Developer contributions	1,025,833	1,025,834	1	-
Reimbursement from General Fund	85,275	85,275	-	83,970
Reimbursement from Water and Sewer Fund	1,744,333	1,744,333	-	1,711,400
Reimbursement to General Fund	(2,507,905)	(2,507,905)	-	(2,403,653)
Reimbursement to General Capital Projects Fund	(80,000)	(80,000)	-	(80,000)
Total nonoperating revenues (expenditures)	482,536	584,824	102,288	(420,835)
Income (loss) before other financing sources (uses)	(7,196,984)	6,437,338	13,634,322	9,082,576
Other financing sources (uses):				
Transfer to General Fund	(1,110,000)	(1,110,000)	-	(1,110,000)
Transfer to General Fund for Payments in Lieu of Taxes	(785,500)	(785,500)	-	(820,000)
Transfer to General Debt Service Fund	(128,547)	(128,547)	-	(128,547)
Appropriated net assets	9,221,031	-	(9,221,031)	-
Total other financing sources (uses)	7,196,984	(2,024,047)	(9,221,031)	(2,058,547)
Change in net assets - budgetary basis	$ -	4,413,291	$ 4,413,291	7,024,029
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Capital additions		896,348		941,718
Depreciation expense		(3,973,016)		(4,302,682)
Compensated absences expense		(16,959)		12,573
Increase (decrease) in inventory valuation		471,203		(142,433)
OPEB expense		(96,587)		(188,150)
Change in net assets - full accrual basis		$ 1,694,280		$ 3,345,055

CITY OF HIGH POINT, NORTH CAROLINA

Mass Transit Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 498,000	$ 582,012	$ 84,012	$ 508,772
Licenses and permits	340,000	353,458	13,458	347,280
Intergovernmental	2,808,026	2,014,466	(793,560)	2,010,385
Total operating revenues	3,646,026	2,949,936	(696,090)	2,866,437
Operating expenditures:				
Management and administration	3,351,250	3,142,609	208,641	2,956,954
Terminal improvements	850,000	73,544	776,456	-
Total operating expenses	4,201,250	3,216,153	985,097	2,956,954
Operating income (loss)	(555,224)	(266,217)	289,007	(90,517)
Nonoperating revenues:				
Interest on investments	-	6,996	6,996	15,440
Miscellaneous and other nonoperating	-	1,767	1,767	11,239
Proceeds from disposal of capital assets	-	-	-	10,833
Total non-operating revenues	-	8,763	8,763	37,512
Income (loss) before other financing sources (uses)	(555,224)	(257,454)	297,770	(53,005)
Other financing sources (uses):				
Transfer from General Fund	348,817	348,817	-	342,196
Transfer from Mass Transit Capital Reserve Fund	77,464	77,464	-	-
Transfer to General Debt Service Fund	(1,325)	(1,325)	-	(1,325)
Appropriated net assets	130,268	-	(130,268)	-
Total other financing sources (uses)	555,224	424,956	(130,268)	340,871
Change in net assets - budgetary basis	$ -	167,502	$ 167,502	287,866
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Mass Transit Capital Projects Ordinance Fund		455,891		-
Mass Transit Capital Reserve Fund		(532,611)		3,949
Capital additions		95,919		86,584
Capital contributions		352,718		-
Compensated absences expense		(6,917)		(5,650)
Depreciation expense		(551,950)		(535,493)
OPEB expense		(24,979)		(68,707)
Change in net assets - full accrual basis		$ (44,427)		$ (231,451)

CITY OF HIGH POINT, NORTH CAROLINA

Mass Transit Capital Projects Ordinance Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
From Inception and for the Fiscal Year Ended June 30, 2012

		ACTUAL		
	PROJECT AUTHORIZATION	PRIOR YEAR	CURRENT YEAR	TOTAL TO DATE
Revenues:				
Interest on investments	$ -	$ -	$ 744	$ 744
Total revenues	-	-	744	744
Expenditures:				
System maintenance and improvements	455,148	-	-	-
Other financing sources (uses):				
Transfer from Mass Transit Capital Reserve Fund	455,148	-	455,147	455,147
Total other financing sources (uses)	455,148	-	455,147	455,147
Change in net assets	$ -	$ -	$ 455,891	$ 455,891

CITY OF HIGH POINT, NORTH CAROLINA

Mass Transit Capital Reserve Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Interest on investments	$ -	$ -	$ -	$ 3,949
Total revenues	-	-	-	3,949
Other financing sources (uses):				
Transfer to Mass Transit Fund	(77,464)	(77,464)	-	-
Transfer to Mass Transit Capital Projects Ordinance Fund	(455,148)	(455,147)	1	-
Appropriated net assets	532,612	-	(532,612)	-
Total other financing sources (uses)	-	(532,611)	(532,611)	-
Change in net assets	$ -	$ (532,611)	$ (532,611)	$ 3,949

CITY OF HIGH POINT, NORTH CAROLINA

Parking Facilities Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 280,000	$ 357,994	$ 77,994	$ 340,535
Operating expenditures:				
Management and administration	366,351	362,716	3,635	345,459
Operating income (loss)	(86,351)	(4,722)	81,629	(4,924)
Nonoperating revenues (expenditures):				
Interest on investments	1,000	1,627	627	1,043
Income (loss) before other financing sources (uses)	(85,351)	(3,095)	82,256	(3,881)
Other financing sources (uses):				
Transfer from General Fund	95,953	95,953	-	106,685
Transfer to General Debt Service Fund	(10,602)	(10,602)	-	(10,602)
Total other financing sources (uses)	85,351	85,351	-	96,083
Change in net assets - budgetary basis	$ -	82,256	$ 82,256	92,202
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Depreciation expense		(244,909)		(248,547)
Compensated absences expense		(1,419)		236
OPEB expense		6,661		(5,242)
Change in net assets - full accrual basis		$ (157,411)		$ (161,351)

CITY OF HIGH POINT, NORTH CAROLINA

Landfill Facilities Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 20112

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 7,190,000	7,313,344	$ 123,344	$ 7,759,570
Miscellaneous	-	5,925	5,925	5,803
Intergovernmental	65,000	71,547	6,547	69,288
Total operating revenues	7,255,000	7,390,816	135,816	7,834,661
Operating expenditures:				
Management and administration	10,344,466	6,103,831	4,240,635	6,635,924
Operating income (loss)	(3,089,466)	1,286,985	4,376,451	1,198,737
Nonoperating revenues (expenditures):				
Interest on investments	89,000	75,389	(13,611)	68,531
Reimbursement to General Fund	(591,306)	(591,306)	-	(593,449)
Miscellaneous and other nonoperating	-	50	50	2,188
Proceeds from disposal of capital assets	-	-	-	35,559
Total nonoperating revenues (expenditures)	(502,306)	(515,867)	(13,561)	(487,171)
Income (loss) before other financing sources (uses)	(3,591,772)	771,118	4,362,890	711,566
Other financing sources (uses):				
Transfer to General Debt Service Fund	(27,830)	(27,830)	-	(27,830)
Transfer to Landfill Maintenance Reserve Fund	(1,620,000)	(1,671,635)	(51,635)	(1,669,862)
Transfer from Landfill Maintenance Reserve Fund	150,000	150,000	-	-
Appropriated net assets	5,089,602	-	(5,089,602)	-
Total other financing sources (uses)	3,591,772	(1,549,465)	(5,141,237)	(1,697,692)
Change in net assets - budgetary basis	$ -	(778,347)	$ (778,347)	(986,126)
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Landfill closure and postclosure reserve fund		1,709,670		1,843,697
Landfill closure and postclosure expense		-		(1,878,000)
Capital additions		1,448,637		2,200,116
Compensated absences expense		7,385		8,259
Depreciation expense		(212,463)		(219,765)
OPEB expense		(33,544)		(64,126)
Gain (loss) on disposal of property		-		(99,313)
Change in net assets - full accrual basis		$ 2,141,338		$ 804,742

CITY OF HIGH POINT, NORTH CAROLINA

Landfill Closure and Postclosure Reserve Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Interest on investments	$ -	$ 188,035	$ 188,035	$ 173,835
Income (loss) before other financing sources (uses)	-	188,035	188,035	173,835
Other financing sources (uses):				
Transfer from Landfill Facilities Fund	-	1,671,635	1,671,635	1,669,862
Transfer to Landfill Facilities Fund	-	(150,000)	(150,000)	-
Total other financing sources (uses)	-	1,521,635	1,521,635	1,669,862
Change in net assets	$ -	$ 1,709,670	$ 1,709,670	$ 1,843,697

CITY OF HIGH POINT, NORTH CAROLINA

Storm Water Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Charges for services	$ 2,454,257	$ 2,450,155	$ (4,102)	$ 2,446,993
Operating expenditures:				
Management and administration	2,707,282	1,689,977	1,017,305	2,753,667
Operating income (loss)	(253,025)	760,178	1,013,203	(306,674)
Nonoperating revenues (expenditures):				
Interest on investments	41,000	48,830	7,830	44,953
Miscellaneous and other nonoperating	-	500	500	-
Interest expense and fiscal charges	(621,711)	(616,060)	5,651	(630,566)
Payment of debt principal	(314,400)	(314,399)	1	(323,419)
Total nonoperating revenues (expenditures)	(895,111)	(881,129)	13,982	(909,032)
Income (loss) before other financing sources (uses)	(1,148,136)	(120,951)	1,027,185	(1,215,706)
Other financing sources (uses):				
Proceeds from general obligation refunding bonds	-	3,712,277	3,712,277	-
Payment to trustee for refunded bonds	-	(3,652,663)	(3,652,663)	
Transfer from General Debt Service Fund	915,321	915,321	-	965,181
Transfer to General Debt Service Fund	(5,301)	(5,301)	-	(5,301)
Transfer to Storm Water Capital Projects Fund	(158,028)	-	158,028	-
Appropriated net assets	396,144	-	(396,144)	-
Total other financing sources (uses)	1,148,136	969,634	(178,502)	959,880
Change in net assets - budgetary basis	$ -	848,683	$ 848,683	(255,826)
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Storm Water Facilities Capital Projects Ordinance Fund		(5,484,990)		(2,198,351)
Capital additions		5,686,857		3,577,851
Depreciation expense		(292,305)		(212,467)
Compensated absences expense		(5,271)		(38)
OPEB expense		(15,701)		(19,401)
General obligation refunding bonds proceeds		(3,712,277)		-
Bond principal payments		314,399		323,419
Bond proceeds used in defeasance of bonds		3,652,663		-
Financing costs deferred		34,606		-
Gain (loss) on disposal of property		-		(46,348)
Amortization of financing costs		(1,626)		(1,626)
Change in net assets - full accrual basis		$ 1,025,038		$ 1,167,213

CITY OF HIGH POINT, NORTH CAROLINA

Storm Water Facilities Capital Projects Ordinance Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
From Inception and for the Fiscal Year Ended June 30, 2012

	PROJECT AUTHORIZATION	PRIOR YEAR	ACTUAL CURRENT YEAR	TOTAL TO DATE
Expenditures:				
Maintenance and distribution.....	$ 11,457,136	$ 4,460,104	$ 5,484,990	$ 9,945,094
Other financing sources:				
General obligation bonds.....	11,457,136	11,457,136	-	11,457,136
Change in net assets.....	$ -	$ 6,997,032	$ (5,484,990)	$ 1,512,042

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

CITY OF HIGH POINT, NORTH CAROLINA

Internal Service Fund

The Internal Service Fund accounts for the financing of goods and services provided by one department to other departments of the City. The following activities were accounted for in the Internal Service Fund:

Fleet Services
Provide the best and most economical support services to the City Fleet.

Radio Repair Shop
Responsible for the installation and maintenance of all City-owned communication systems and components.

Facilities Services
Provide maintenance operations and services for buildings and grounds of all City facilities.

Computer Replacement
Responsible for funding and replacing all of the City's computer technology.

CITY OF HIGH POINT, NORTH CAROLINA

Internal Service Fund
Schedule of Revenues, Expenditures, and Changes in Net Assets
Budget and Actual (Non-GAAP)
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Operating revenues:				
Interfund charges - radio repair	$ 937,871	$ 937,871	$ -	$ 939,902
Interfund charges - computer replacement	681,168	682,935	1,767	684,185
Interfund charges - facility services	1,948,519	1,869,868	(78,651)	1,901,583
Interfund charges - fleet services	8,787,210	8,609,790	(177,420)	7,820,773
Other operating	-	13,422	13,422	14,129
Total operating revenues	12,354,768	12,113,886	(240,882)	11,360,572
Operating expenditures:				
Fleet services	9,106,043	9,308,451	(202,408)	7,633,189
Radio repair shop	949,041	934,884	14,157	429,725
Facility services	1,811,889	1,704,530	107,359	1,726,908
Computer replacement	1,433,542	1,122,479	311,063	632,311
Total operating expenditures	13,300,515	13,070,344	230,171	10,422,133
Operating income (loss)	(945,747)	(956,458)	(10,711)	938,439
Nonoperating revenues (expenditures):				
Miscellaneous and other nonoperating	22,000	121,455	99,455	46,795
Proceeds from disposal of capital assets	235,000	369,944	134,944	366,066
Interest and fiscal charges	(21,756)	(21,756)	-	(26,708)
Principal retirement	(102,788)	(102,788)	-	(125,259)
Total nonoperating revenues (expenditures)	132,456	366,855	234,399	260,894
Income (loss) before other financing sources (uses)	(813,291)	(589,603)	223,688	1,199,333
Other financing sources (uses):				
Proceeds from issuance of installment purchases	675,000	675,000	-	-
Transfer to the General Debt Service Fund	(31,806)	(31,806)	-	(31,805)
Transfer to the General Fund	(200,000)	-	200,000	(800,000)
Appropriated net assets	370,097	-	(370,097)	-
Total other financing sources (uses)	813,291	643,194	(170,097)	(831,805)
Change in net assets - budgetary basis	$ -	53,591	$ 53,591	367,528
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Capital additions		4,519,593		2,370,820
Capital contributions		1,265		386,445
Installment purchase principal payments		102,788		125,259
Installment purchase issuance		(675,000)		-
Depreciation expense		(3,074,634)		(3,049,368)
Compensated absences expense		547		(523)
Increase (decrease) in inventory valuation		(15,873)		(10,614)
OPEB expense		(16,891)		(40,144)
Gain (loss) on disposal of property		(137,683)		(69,322)
Change in net assets - full accrual basis		$ 757,703		$ 80,081

CITY OF HIGH POINT, NORTH CAROLINA

FIDUCIARY FUND TYPES

Agency Funds

The General Agency Fund accounts for the receipt and disbursement of revenues for certain specialized activities, including special events for associated organizations, refundable deposits held for completion of new housing developments and contributions made by the private sectors for specific community activities.

CITY OF HIGH POINT, NORTH CAROLINA

Combining Statement of Changes in Assets and Liabilities
Agency Fund
For the Fiscal Year Ended June 30, 2012

	Balance June 30, 2011	Additions	Deductions	Balance June 30, 2012
Assets:				
Cash and investments	$ 203,854	$ 24,326	$ -	$ 228,180
Accounts receivable	501	-	435	66
Total Assets	$ 204,355	$ 24,326	$ 435	$ 228,246
Liabilities:				
Accounts payable: due to other organizations	$ 204,355	$ 24,326	$ 435	$ 228,246

CITY OF HIGH POINT, NORTH CAROLINA

SUPPORTING SCHEDULES

(1) Schedule of Ad Valorem Taxes Receivable June 30, 2012

(2) Analysis of Current Tax Levy June 30, 2012

(3) Analysis of Current Tax Levy June 30, 2012 for Secondary Market Disclosure

(4) Emergency Telephone System Fund-Schedule of Revenues, Expenditures and Changes in Fund Balances-Budget and Actual

CITY OF HIGH POINT, NORTH CAROLINA

General Fund and Debt Service Fund
Schedule of Ad Valorem Taxes Receivable
June 30, 2012

Fiscal Year	Uncollected Balance June 30, 2011	Current Net Levy	Collections and Credits	Uncollected Balance June 30, 2012
2011-12	$ -	$ 61,481,406	$ 59,769,314	$ 1,712,092
2010-11	1,592,780	-	1,006,512	586,268
2009-10	481,896	-	158,486	323,410
2008-09	371,362	-	114,964	256,398
2007-08	231,423	-	21,623	209,800
2006-07	160,411	-	11,787	148,624
2005-06	150,362	-	5,815	144,547
2004-05	129,054	-	4,060	124,994
2003-04	112,491	-	1,325	111,166
Prior	1,102,955	-	4,748	1,098,207
	$ 4,332,734	$ 61,481,406	$ 61,098,634	$ 4,715,506

Less: allowance for uncollectible accounts:	
General Fund	2,177,337
Ad valorem taxes receivable - net	$ 2,538,169

Reconciliation to revenues:

Ad valorem taxes - General Fund and Debt Service Fund	$ 61,001,315
Vehicle user fees	353,458
Abatements, releases, and other adjustments - prior years	48,415
Subtotal	61,403,188
Less interest collected	304,554
Total collections and credits	$ 61,098,634

CITY OF HIGH POINT, NORTH CAROLINA

Analysis of Current Tax Levy
City - Wide Levy
For the fiscal year ended June 30, 2012

	City - Wide			Total Levy	
	Property Valuation	Rate	Total Levy	Property excluding Registered Motor Vehicles	Registered Motor Vehicles
Original levy:					
Property taxed at current year's rate	$ 8,852,742,548	0.662	$ 58,605,156	$ 56,976,012	$ 1,629,144
Registered motor vehicles taxed at prior year's rate	420,782,362	0.633	2,663,552	-	2,663,552
Penalties	-		49,635	49,635	-
Total	9,273,524,910		61,318,343	57,025,647	4,292,696
Discoveries - Current year taxes	32,867,512	0.662	217,583	214,372	3,211
Net Vehicle User Fees	-		380,419	-	380,419
Abatements	(65,700,529)	0.662	(434,938)	(391,259)	(43,679)
Total assessed valuation	$ 9,240,691,893				
Net levy			61,481,406	56,848,760	4,632,647
Uncollected taxes at June 30			(1,712,092)	(1,063,971)	(648,121)
Current year's taxes collected			$ 59,769,314	$ 55,784,789	$ 3,984,526
Current levy collection percentage			97.29%	98.21%	86.01%

CITY OF HIGH POINT, NORTH CAROLINA

Analysis of Current Tax Levy
City - Wide Levy
For the fiscal year ended June 30, 2012

Secondary Market Disclosures:

Assessed Valuation:	
Assessment Ratio (1)	100%
Real Property	$ 7,655,916,694
Personal Property	1,455,701,042
Public Service Companies (2)	129,074,157
Total Assessed Valuation	9,240,691,893
City-wide Tax Rate	0.662
Levy (3)	$ 61,481,406

(1) Percentage of appraised value has been established by statute.
(2) Valuation of railroads, telephone companies and other utilities as determined by the North Carolina Property Tax Commission.
(3) The levy includes discoveries, releases, abatements, interest and penalties.

CITY OF HIGH POINT, NORTH CAROLINA

Emergency Telephone System Fund
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual
For the Fiscal Year Ended June 30, 2012

	BUDGET	ACTUAL	VARIANCE POSITIVE (NEGATIVE)	PRIOR YEAR ACTUAL
Revenues:				
Restricted intergovernmental	$ 443,675	$ 443,675	$ -	$ 394,569
Interest on investments	4,802	4,802	-	5,035
Total revenues	448,477	448,477	-	399,604
Expenditures:				
Telephone	1,028,987	189,572	839,415	196,679
Furniture	-	1,779	(1,779)	11,613
Software	-	-	-	1,200
Hardware	-	84,810	(84,810)	99,877
Total expenditures	1,028,987	276,161	752,826	309,369
Excess (deficiency) of revenues over (under) expenditures	(580,510)	172,316	752,826	90,235
Other financing sources (uses):				
Transfer to General Debt Service Fund (Pmt - 911 Comm Ctr)	(47,723)	(47,723)	-	(47,723)
Appropriated fund balance	628,233	-	(628,233)	-
Total other financing sources (uses)	580,510	(47,723)	(628,233)	(47,723)
Net change in fund balance	$ -	124,593	$ 124,593	42,512
Fund Balance, beginning of year		628,233		585,721
Fund Balance, end of year		$ 752,826		$ 628,233

Note: The City transferred $47,723 of eligible 911 funds to the General Debt Service Fund for debt service payment 8 of 10 for the upgrade to the console system that houses the 911 equipment.

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

CITY OF HIGH POINT, NORTH CAROLINA

Statistical Section

This section of the City of High Point's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the City's overall financial health. This information has not been audited by the independent auditor.

Contents **Tables**

Financial Trends I - IV

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity V - XI

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.

Debt Capacity XII - XVI

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information XVII - XVIII

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.

Operating Information XIX - XXI

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year. The City implemented the new reporting model (GASB 34) in the fiscal year ended June 30, 2003. Schedules presenting government-wide information include information beginning that year.

CITY OF HIGH POINT, NORTH CAROLINA

Table I
Net Assets by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2003	2004	2005	2006
Governmental activities				
Invested in capital assets, net of related debt	$ 235,462,448	$ 217,483,238	$ 213,391,739	$ 213,536,521
Restricted	15,845,598	20,775,167	14,141,184	13,946,595
Unrestricted	26,673,580	25,486,747	25,867,575	23,178,515
Total governmental activities net assets	$ 277,981,626	$ 263,745,152	$ 253,400,498	$ 250,661,631
Business-type activities				
Invested in capital assets, net of related debt	$ 147,056,289	$ 166,454,291	$ 186,983,381	$ 192,054,588
Restricted	37,935,540	22,696,388	817,141	3,902,913
Unrestricted	46,229,568	51,455,656	64,947,701	67,666,809
Total business-type activities net assets	$ 231,221,397	$ 240,606,335	$ 252,748,223	$ 263,624,310
Primary government				
Invested in capital assets, net of related debt	$ 382,518,737	$ 383,937,529	$ 400,375,120	$ 405,591,109
Restricted	53,781,138	43,471,555	14,958,325	17,849,508
Unrestricted	72,903,148	76,942,403	90,815,276	90,845,324
Total primary government net assets	$ 509,203,023	$ 504,351,487	$ 506,148,721	$ 514,285,941

CITY OF HIGH POINT, NORTH CAROLINA

Table I
Net Assets by Component
Last Ten Fiscal Years
(accrual basis of accounting)

2007	2008	2009	2010	2011	2012
$ 239,573,737	$ 172,482,422	$ 197,660,324	$ 170,653,597	$ 149,269,790	$ 155,448,461
8,485,692	46,003,788	18,012,097	19,380,291	35,440,158	36,444,012
16,077,362	23,449,079	19,348,796	21,068,067	9,336,675	8,240,950
$ 264,136,791	$ 241,935,289	$ 235,021,217	$ 211,101,955	$ 194,046,623	$ 200,133,423
$ 205,189,262	$ 154,916,137	$ 218,661,759	$ 217,332,086	$ 214,399,199	$ 210,314,084
1,780,548	60,284,877	-	367,613	466,259	1,411,589
81,084,328	90,433,810	83,681,356	90,470,623	102,681,842	115,136,329
$ 288,054,138	$ 305,634,824	$ 302,343,115	$ 308,170,322	$ 317,547,300	$ 326,862,002
$ 444,762,999	$ 327,398,559	$ 416,322,083	$ 387,985,683	$ 363,668,989	$ 365,762,545
10,266,240	106,288,665	18,012,097	19,747,904	35,906,417	37,855,601
97,161,690	113,882,889	103,030,152	111,538,690	112,018,517	123,377,279
$ 552,190,929	$ 547,570,113	$ 537,364,332	$ 519,272,277	$ 511,593,923	$ 526,995,425

CITY OF HIGH POINT, NORTH CAROLINA

Table II
Changes in Net Assets
Last Ten Fiscal Years
(accrual basis of accounting)

	2003	2004	2005	2006
Expenses				
Governmental Activities:				
General Government	$ 13,197,876	$ 14,097,596	$ 27,914,659	$ 26,079,638
Public Safety	31,375,441	34,253,880	34,758,588	38,192,667
Public and Environmental Services	28,144,946	38,605,309	41,404,266	50,073,130
Planning/Community and Economic Development	4,789,475	2,551,518	6,452,158	2,839,298
Cultural and Recreation	12,932,978	14,084,464	14,992,492	15,951,176
Interest and Fiscal Charges	2,224,392	2,072,867	1,968,433	2,109,696
Total Governmental Activities Expenses	92,665,108	105,665,634	127,490,596	135,245,605
Business-type Activities:				
Water and Sewer	23,974,918	25,483,351	29,307,657	27,369,416
Electric	81,766,031	82,479,807	84,256,727	92,536,413
Mass Transit	1,644,646	2,061,753	3,351,162	3,033,584
Parking	889,704	764,673	812,021	928,624
Landfill	7,314,005	4,751,994	5,206,416	4,921,503
Stormwater	870,672	774,371	877,850	1,349,600
Total Business-type Activities Expenses	116,459,976	116,315,949	123,811,833	130,139,140
Total Primary Government Expenses	$ 209,125,084	$ 221,981,583	$ 251,302,429	$ 265,384,745
Program Revenues				
Governmental Activities:				
Charges for Services:				
General Government	$ 5,125,286	$ 2,305,180	$ 11,210,431	$ 8,195,048
Public Safety	128,961	-	1,597,293	1,597,293
Public and Environmental Services	-	1,981,781	330,518	5,559,290
Planning/Community and Economic Development	-	81,135	4,706,832	4,706,832
Cultural and Recreation	3,417,628	3,431,981	3,672,008	3,672,008
Operating Grants and Contributions:				
General Government	-	-	-	-
Public Safety	3,775,725	1,270,835	2,575,436	3,422,182
Public and Environmental Services	2,741,968	5,473,920	4,134,784	4,239,241
Planning/Community and Economic Development	1,108,181	1,713,976	2,402,594	1,659,336
Cultural and Recreation	-	87,644	-	-
Capital Grants and Contributions:				
Public and Environmental Services	11,101,309	5,940,144	10,349,900	13,473,495
Planning/Community and Economic Development	119,894	-	-	-
Cultural and Recreation	-	-	-	-
Total Governmental Activities Program Revenues	27,518,952	22,286,596	40,979,796	46,524,725
Business-type Activities:				
Charges for Services:				
Water and Sewer	28,858,889	30,481,421	31,155,498	33,827,133
Electric	85,029,325	82,791,841	86,256,922	89,650,166
Mass Transit	1,003,609	1,086,079	1,413,476	772,364
Parking	537,222	500,307	497,556	489,665
Landfill	6,897,804	7,230,486	6,107,444	5,614,564
Stormwater	739,599	846,109	1,137,594	1,817,554
Operating grants and contributions:				
Water and Sewer	-	115,000	-	-
Electric	523,854	-	-	-
Mass Transit	498,250	513,154	-	-
Landfill	-	-	-	-
Capital grants and contributions:				
Water and Sewer	4,750,000	-	-	1,383,043
Electric	-	-	-	-
Mass Transit	-	-	5,281,379	3,286,918
Total Business-type Activities Program Revenues	128,838,552	123,564,397	131,849,869	136,841,407
Total Primary Government Program Revenues	$ 156,357,504	$ 145,850,993	$ 172,829,665	$ 183,366,132

CITY OF HIGH POINT, NORTH CAROLINA

Table II
Changes in Net Assets
Last Ten Fiscal Years
(accrual basis of accounting)

2007	2008	2009	2010	2011	2012
$ 28,543,278	$ 25,941,473	$ 22,155,751	$ 19,801,263	$ 20,256,805	$ 19,866,571
37,562,840	37,591,692	41,601,246	42,088,245	42,045,942	42,659,230
43,851,774	46,244,845	42,959,675	40,523,136	40,389,457	21,934,140
5,356,419	5,636,936	7,513,814	10,673,496	10,973,509	9,221,189
15,892,000	19,383,650	20,833,203	20,367,904	18,178,971	19,305,989
2,964,267	3,005,580	3,505,011	3,528,704	4,064,372	3,777,961
134,170,578	137,804,176	138,568,700	136,982,748	135,909,056	116,765,080
29,585,248	32,350,433	41,024,490	41,350,423	42,432,789	42,637,179
94,772,144	96,905,034	100,645,320	101,578,236	107,966,570	112,303,220
3,169,756	3,276,113	3,457,983	3,581,111	3,469,145	3,693,499
901,670	883,139	824,324	713,578	599,032	602,286
5,019,471	5,313,245	8,065,953	4,936,142	7,257,148	5,435,978
2,484,244	1,704,600	1,950,821	2,267,179	2,288,522	2,368,895
135,932,533	140,432,564	155,968,891	154,426,669	164,013,206	167,041,057
$ 270,103,111	$ 278,236,740	$ 294,537,591	$ 291,409,417	$ 299,922,262	$ 283,806,137
$ 4,142,566	$ 2,843,382	$ 4,634,362	$ 2,210,293	$ 4,357,748	$ 3,866,247
919,369	101,221	882,767	1,130,736	792,604	809,186
6,477,450	3,633,808	73,854	549,938	1,026,480	1,123,573
2,075,285	1,605,898	829,904	950,498	626,344	1,206,444
2,832,825	3,581,369	3,522,348	3,476,910	3,526,797	3,448,944
703,685	240,067	680,305	550,570	765,517	550,262
2,791,283	455,108	1,301,142	3,235,502	1,887,854	2,160,726
4,239,241	3,510,931	9,261,177	5,863,168	9,743,976	5,176,946
1,729,780	1,559,398	2,697,942	3,209,922	4,517,099	2,570,832
93,141	55,932	896,008	574,478	664,480	529,622
30,339,941	4,574,823	345,646	288,065	153,709	5,006,656
-	-	-	-	-	-
-	400,407	680,000	-	-	-
56,344,566	22,562,344	25,805,455	22,040,080	28,062,608	26,449,438
35,389,889	37,127,800	37,682,405	39,121,632	42,532,355	44,005,968
97,956,590	101,142,084	99,942,110	103,677,042	113,122,360	114,759,646
1,491,025	1,952,804	550,490	543,788	867,291	937,237
429,998	455,650	339,487	333,047	340,535	357,994
6,512,504	6,502,996	6,189,059	6,774,821	7,767,561	7,319,319
1,098,650	2,290,800	2,341,644	2,350,132	2,446,993	2,450,655
-	-	-	-	833,691	1,089,693
-	-	573,143	11,500	-	1,025,834
791,439	312,517	2,952,666	2,315,451	2,010,385	2,014,466
-	-	-	68,588	69,288	71,547
6,194,074	3,254,882	1,881,495	4,411,222	3,430,019	1,868,126
-	305,716	-	-	-	-
-	-	-	-	-	352,718
149,864,169	153,345,249	152,452,499	159,607,223	173,420,478	176,253,203
$ 206,208,735	$ 175,907,593	$ 178,257,954	$ 181,647,303	$ 201,483,086	$ 202,702,641

(Continued)

CITY OF HIGH POINT, NORTH CAROLINA

Table II
Changes in Net Assets
Last Ten Fiscal Years
(accrual basis of accounting)

	2003	2004	2005	2006
Net (Expense)/Revenue				
Governmental Activities	$ (65,146,156)	$ (83,379,038)	$ (86,510,800)	$ (88,720,880)
Business-type Activities	12,378,576	7,248,448	8,038,036	6,702,267
Total Primary Government Net (Expense)/Revenue	$ (52,767,580)	$ (76,130,590)	$ (78,472,764)	$ (82,018,613)
General Revenues and Other Changes in Net Assets				
Governmental Activities:				
Property Taxes	$ 39,879,436	$ 40,586,808	$ 44,555,015	$ 49,118,481
Other Taxes	13,025,288	13,986,485	16,505,888	15,601,714
Unrestricted Revenues and Contributions	14,731,916	14,233,776	14,415,754	19,414,179
Gain (Loss) on Disposal of Capital Assets	(32,381)	(84,893)	(296,840)	-
Investment Earnings	857,839	717,492	1,279,438	1,954,778
Transfers	(639,365)	(297,104)	(293,109)	(107,139)
Total Governmental Activities	67,822,733	69,142,564	76,166,146	85,982,013
Business-type Activities:				
Gain (Loss) on Disposal of Capital Assets	(68,698)	-	1,762,533	(893)
Investment Earnings	1,761,550	1,525,924	2,034,710	4,067,574
Grants, Contributions and Revenues Not Restricted	-	314,461	13,500	-
Transfers	639,365	297,104	293,109	107,139
Total Business-type Activities	2,332,217	2,137,489	4,103,852	4,173,820
Total Primary Government	$ 70,154,950	$ 71,280,053	$ 80,269,998	$ 90,155,833
Change in Net Assets				
Governmental Activities	$ 2,676,577	$ (14,236,474)	$ (10,344,654)	$ (2,738,867)
Business-type Activities	14,710,793	9,385,937	12,141,888	10,876,087
Total Primary Government	$ 17,387,370	$ (4,850,537)	$ 1,797,234	$ 8,137,220

CITY OF HIGH POINT, NORTH CAROLINA

Table II
Changes in Net Assets
Last Ten Fiscal Years
(accrual basis of accounting)

2007	2008	2009	2010	2011	2012
$ (77,826,012)	$ (115,241,832)	$ (112,763,245)	$ (114,942,668)	$ (107,846,448)	$ (90,315,642)
13,931,636	12,912,685	(3,516,392)	5,180,554	9,407,272	9,212,146
$ (63,894,376)	$ (102,329,147)	$ (116,279,637)	$ (109,762,114)	$ (98,439,176)	$ (81,103,496)
$ 52,944,945	$ 56,228,819	$ 57,736,549	$ 57,834,033	$ 58,337,793	$ 61,296,936
17,643,440	17,868,296	16,145,569	14,651,486	14,998,029	16,671,040
22,038,601	15,075,725	16,211,091	16,442,105	16,161,178	16,795,265
-	153,943	12,223,430	447,961	-	251,912
3,318,216	2,747,586	2,217,246	639,747	415,424	489,126
(4,644,030)	965,961	1,315,288	1,008,074	878,692	898,163
91,301,172	93,040,330	105,849,173	91,023,406	90,791,116	96,402,442
-	-	(2,574,677)	-	-	35,851
5,854,162	4,884,104	4,114,648	1,654,727	848,398	964,868
-	749,858	-	-	-	-
4,644,030	(965,961)	(1,315,288)	(1,008,074)	(878,692)	(898,163)
10,498,192	4,668,001	224,683	646,653	(30,294)	102,556
$ 101,799,364	$ 97,708,331	$ 106,073,856	$ 91,670,059	$ 90,760,822	$ 96,504,998
$ 13,475,160	$ (22,201,502)	$ (6,914,072)	$ (23,919,262)	$ (17,055,332)	6,086,800
24,429,828	17,580,686	(3,291,709)	5,827,207	9,376,978	9,314,702
$ 37,904,988	$ (4,620,816)	$ (10,205,781)	$ (18,092,055)	$ (7,678,354)	$ 15,401,502

(Concluded)

CITY OF HIGH POINT, NORTH CAROLINA

Table III
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2003	2004	2005	2006	2007
General Fund					
Reserved for:					
State Statute	$ 2,819,357	$ 2,338,164	$ 4,450,833	$ 2,977,521	$ 3,015,032
Prepaid Items	76,966	102,613	131,928	235,539	147,011
Encumbrances	2,685,021	2,390,579	2,098,653	1,584,105	635,689
Total Reserved, General Fund	5,581,344	4,831,356	6,681,414	4,797,165	3,797,732
Unreserved:					
Designated for Subsequent Year's Expenditures	3,784,838	4,670,022	4,999,246	4,128,876	4,495,500
Designated for Economic Development	598,131	420,043	420,043	580,568	903,937
Designated for Health Insurance	73,035	415,974	751,173	-	941,320
Designated for Market Authority	-	-	-	-	-
Undesignated	13,307,688	12,788,563	10,962,358	13,506,660	14,135,144
Total Unreserved, General Fund	17,763,692	18,294,602	17,132,820	18,216,104	20,475,901
Non Spendable:					
Prepaid Items	-	-	-	-	-
Total Non Spendable	-	-	-	-	-
Restricted:					
Stabilization by State Statute	-	-	-	-	-
Transportation	-	-	-	-	-
Benefits and Wellness	-	-	-	-	-
Total Restricted	-	-	-	-	-
Committed:					
Economic Development	-	-	-	-	-
Market Development	-	-	-	-	-
Benefits and Wellness	-	-	-	-	-
Total Committed	-	-	-	-	-
Assigned:					
Subsequent Years' Expenditures	-	-	-	-	-
General Government	-	-	-	-	-
Public Safety	-	-	-	-	-
Culture & Recreation	-	-	-	-	-
Planning/Community and Economic Development	-	-	-	-	-
Public Services and Transportation	-	-	-	-	-
Total Assigned	-	-	-	-	-
Unassigned	-	-	-	-	-
Total General Fund	$ 23,345,036	$ 23,125,958	$ 23,814,234	$ 23,013,269	$ 24,273,633

Table III
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

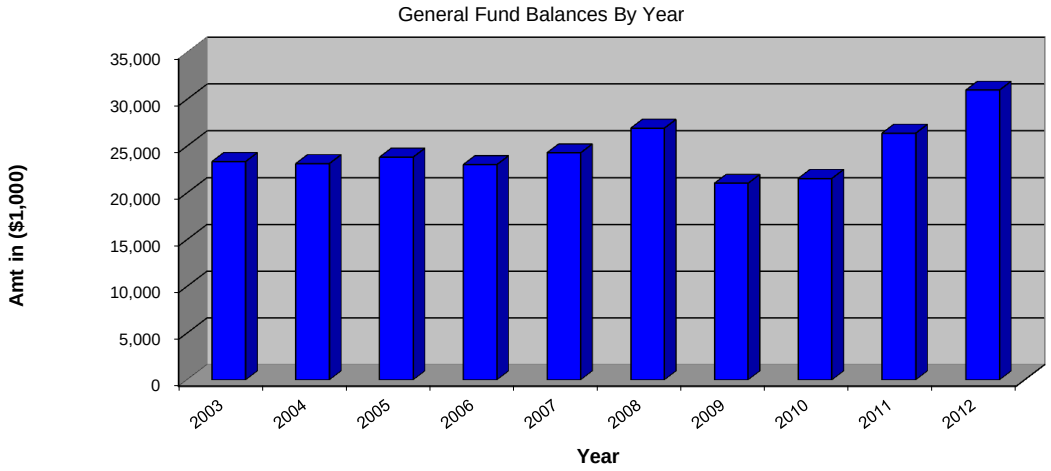
2008	2009	2010	2011	2012
$ 6,247,987	$ 5,357,389	$ 5,839,275	$ -	$ -
180,546	9,279	34,430	-	-
2,046,045	323,987	471,425	-	-
8,474,578	5,690,655	6,345,130	-	-
5,045,855	4,569,934	3,584,710	-	-
1,220,766	1,172,916	1,676,963	-	-
830,287	217,085	-	-	-
-	7,828	7,828	-	-
11,338,252	9,361,330	9,923,268	-	-
18,435,160	15,329,093	15,192,769	-	-
-	-	-	37,518	31,778
-	-	-	37,518	31,778
-	-	-	6,586,905	7,846,711
-	-	-	358,736	494,796
-	-	-	60,000	-
-	-	-	7,005,641	8,341,507
-	-	-	1,806,212	2,148,511
-	-	-	10,303	10,303
-	-	-	-	193,048
-	-	-	1,816,515	2,351,862
-	-	-	3,175,202	5,166,175
-	-	-	58,403	148,426
-	-	-	8,076	5,980
-	-	-	406,357	398,397
-	-	-	170,763	124,059
-	-	-	806,457	1,145,187
-	-	-	4,625,258	6,988,224
-	-	-	12,891,892	13,274,662
$ 26,909,738	$ 21,019,748	$ 21,537,899	$ 26,376,824	$ 30,988,033

(Continued)

CITY OF HIGH POINT, NORTH CAROLINA

Table III
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2003	2004	2005	2006	2007
All Other Governmental Funds					
Reserved for:					
State Statute	$ -	$ -	$ -	$ -	$ -
Prepaid Items	-	-	-	-	-
Encumbrances	-	-	-	-	-
Debt Service	2,356,477	3,033,268	3,373,898	7,769,551	11,352,774
Total Reserved, Other Governmental Funds	2,356,477	3,033,268	3,373,898	7,769,551	11,352,774
Unreserved reported in:					
Special Revenue funds	769,027	856,511	1,038,310	780,344	617,493
General Capital Projects Fund	8,040,303	12,330,589	4,899,332	20,339,011	16,718,372
Total Unreserved, Other Governmental Funds	8,809,330	13,187,100	5,937,642	21,119,355	17,335,865
Restricted:					
Stabilization by State Statute	-	-	-	-	-
Grant Programs	-	-	-	-	-
Debt Service	-	-	-	-	-
Capital Projects	-	-	-	-	-
Total Restricted	-	-	-	-	-
Committed:					
Capital Projects	-	-	-	-	-
Total Committed	-	-	-	-	-
Unassigned	-	-	-	-	-
Total Other Governmental Funds	$ 11,165,807	$ 16,220,368	$ 9,311,540	$ 28,888,906	$ 28,688,639



Note: The City implemented the new governmental funds presentation standard (GASB 54) in the fiscal year ended June 30, 2011. Presentations of prior years information have not been restated.

CITY OF HIGH POINT, NORTH CAROLINA

Table III
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

2008	2009	2010	2011	2012
$ 95,486	$ 544,758	$ 623,240	$ -	$ -
1,373	-	-	-	-
12,474,300	7,962,782	2,769,394	-	-
14,424,138	18,012,097	19,380,291	-	-
26,995,297	26,519,637	22,772,925	-	-
9,924	196,237	915,886	-	-
17,432,876	7,281,051	28,074,824	-	-
17,442,800	7,477,288	28,990,710	-	-
-	-	-	9,869,826	9,665,605
-	-	-	742,010	237,495
-	-	-	17,822,681	18,192,792
-	-	-	21,023,204	17,417,702
-	-	-	49,457,721	45,513,594
-	-	-	-	508,826
-	-	-	-	508,826
-	-	-	(1,971,929)	(17,135)
$ 44,438,097	$ 33,996,925	$ 51,763,635	$ 47,485,792	$ 46,005,285

(Concluded)

CITY OF HIGH POINT, NOTH CAROLINA

Table IV
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2003	2004	2005	2006	2007
Revenues					
Taxes:					
Property	$ 39,414,150	$ 40,494,558	$ 44,189,414	$ 49,118,481	$ 52,224,666
Sales and Use	11,468,207	12,378,265	14,818,161	15,601,714	17,643,440
Other	1,557,081	1,608,217	1,687,727	-	-
Total taxes	52,439,438	54,481,040	60,695,302	64,720,195	69,868,106
Intergovernmental	14,834,834	14,947,451	16,481,501	21,403,252	20,463,981
Licenses and Permits	4,461,779	4,380,607	4,629,749	5,228,772	5,273,785
Charges for Services	3,456,266	3,579,060	4,238,495	3,948,282	5,419,120
Interest on Investments	784,767	685,268	1,279,438	1,952,292	3,311,890
Sale of capital assets	-	-	-	-	-
Administrative reimbursements	4,231,632	4,400,603	4,994,829	-	4,675,886
Miscellaneous	2,523,063	3,092,429	2,267,217	7,141,083	1,426,585
Total Revenues	82,731,779	85,566,458	94,586,531	104,393,876	110,439,353
Expenditures					
General Government	12,616,839	13,522,897	14,939,812	16,579,056	17,825,166
Public Safety	32,595,299	35,091,686	39,715,207	35,973,681	37,055,281
Public and Environmental Services	12,902,823	17,173,905	19,375,819	28,173,499	27,431,443
Planning/Community and Economic Development	4,789,223	5,148,808	6,501,035	6,571,347	6,277,388
Culture and Recreation	12,558,012	13,870,764	14,355,284	15,050,819	18,034,136
Debt Service:					
Principal	3,347,625	3,327,103	3,709,888	4,088,867	4,832,681
Interest	2,000,405	1,742,936	1,935,965	1,914,228	2,450,127
Total Expenditures	80,810,226	89,878,099	100,533,010	108,351,497	113,906,222
Excess (deficiency) of revenues over (under) expenditures	1,921,553	(4,311,641)	(5,946,479)	(3,957,621)	(3,466,869)
Other Financing Sources (Uses)					
Installment purchase proceeds	800,000	1,485,236	-	194,724	4,275,196
Transfers in	228,600	543,062	7,510,242	7,785,838	8,680,484
Transfers in related to payments in lieu of taxes	-	-	-	-	-
Transfers out	(8,556,796)	(7,642,916)	(7,784,315)	(7,873,941)	(8,428,714)
General obligation bonds	-	-	-	40,119,472	-
Bond Premium	-	-	-	-	-
Refunding bonds issued	-	-	-	(17,474,472)	-
Total other financing sources (uses)	(7,528,196)	(5,614,618)	(274,073)	22,751,621	4,526,966
Net change in fund balances	$ (5,606,643)	$ (9,926,259)	$ (6,220,552)	$ 18,794,000	$ 1,060,097
Debt service as a percentage of non-capital expenditures	6.84%	6.16%	6.11%	6.47%	7.36%

CITY OF HIGH POINT, NOTH CAROLINA

Table IV
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

2008	2009	2010	2011	2012
$ 56,354,409	$ 57,482,897	$ 57,973,152	$ 58,146,211	$ 61,001,315
17,868,296	16,145,569	13,099,712	13,356,891	14,930,500
-	-	1,551,774	1,642,302	1,740,540
74,222,705	73,628,466	72,624,638	73,145,404	77,672,355
17,564,267	17,600,326	24,554,069	25,749,928	19,467,469
4,698,780	3,958,060	3,546,529	3,610,064	3,432,136
3,737,495	3,747,617	4,158,266	4,564,077	4,563,760
2,747,586	2,217,246	639,747	415,424	489,126
-	-	-	-	37,752
5,241,535	5,947,671	6,009,954	5,817,869	5,960,534
1,924,809	769,480	1,575,409	1,008,032	1,011,829
110,137,177	107,868,866	113,108,612	114,310,798	112,634,961
19,152,376	19,558,213	16,953,597	15,360,012	14,979,376
40,613,195	41,014,518	41,856,008	41,942,128	43,019,604
22,590,322	23,998,005	22,144,426	17,674,426	20,704,623
6,168,025	7,602,039	10,798,108	10,885,099	9,133,261
22,854,852	25,040,770	20,049,626	18,348,122	18,917,317
5,699,341	5,799,619	6,163,263	7,230,454	7,242,872
2,906,770	3,429,758	3,534,189	4,019,972	3,859,447
119,984,881	126,442,922	121,499,217	115,460,213	117,856,500
(9,847,704)	(18,574,056)	(8,390,605)	(1,149,415)	(5,221,539)
900,000	900,000	5,500,000	-	1,375,000
11,389,272	11,014,282	10,959,880	9,845,423	8,846,884
-	783,564	820,000	820,000	785,500
(10,396,005)	(10,454,952)	(9,744,200)	(8,954,926)	(8,702,415)
26,340,000	-	18,930,000	-	5,785,000
-	-	209,786	-	262,272
-	-	-	-	-
28,233,267	2,242,894	26,675,466	1,710,497	8,352,241
$ 18,385,563	$ (16,331,162)	$ 18,284,861	$ 561,082	$ 3,130,702
7.95%	8.42%	8.87%	10.43%	10.22%

CITY OF HIGH POINT, NORTH CAROLINA

Table V
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Real Property (3) Residential Property	Commercial Property	Industrial Property	Total	Personal Property
2003	$ 2,532,885,972	$ 1,626,292,512	$ 748,963,523	$ 4,908,142,007	$ 1,323,404,973
2004	2,631,511,652	1,731,532,283	778,580,623	5,141,624,558	1,309,933,022
2005	3,437,991,396	2,467,140,893	961,955,850	6,867,088,139	1,353,571,796
2006	3,481,796,314	2,491,980,410	942,275,410	6,916,052,134	1,372,316,382
2007	3,615,085,429	2,530,768,578	942,311,760	7,088,165,767	1,409,442,958
2008	3,778,859,150	2,729,035,922	994,596,450	7,502,491,522	1,441,055,968
2009	4,231,853,123	2,408,171,911	1,005,788,880	7,645,813,914	1,452,697,393
2010	4,279,155,000	2,483,747,575	1,008,165,180	7,771,067,755	1,417,186,050
2011	(4)	(4)	(4)	7,682,834,650	1,402,419,615
2012	(4)	(4)	(4)	7,655,916,694	1,455,701,042

Sources: Annual County Report of Valuation and Property Tax Levies (NC Department of Revenue) and Guilford, Davidson and Randolph County Tax Departments

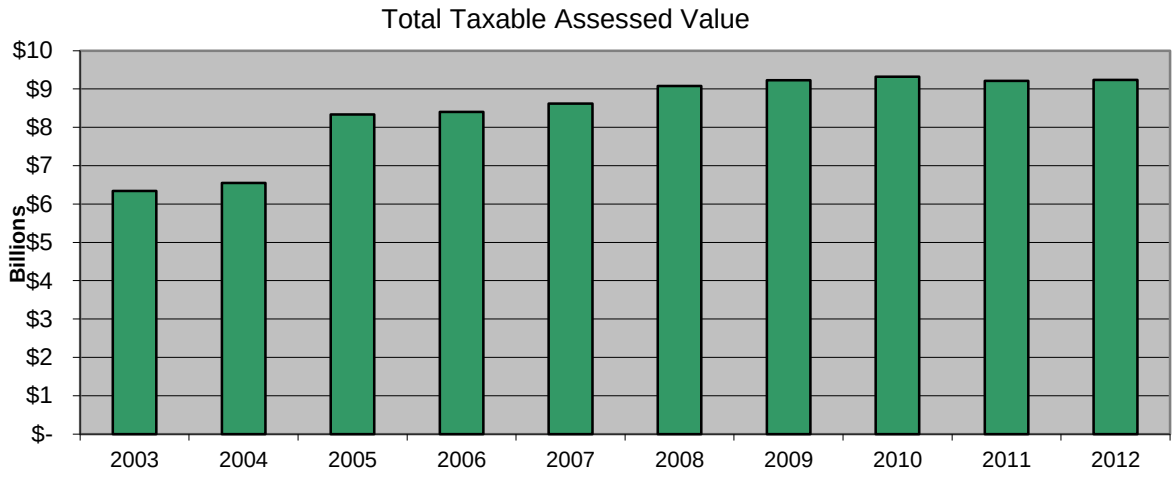
Notes:

(1) Public service companies valuations are provided to the County by the NC Dept. of Revenue. These amounts include both real and personal property.

(2) The estimated market value is calculated by dividing the assessed value by an assessment-to-sales ratio determined by the NC Dept. of Revenue. The ratio is based on actual property sales which took place during the fiscal year.

(3) Property in Guilford County is reassessed every eight years. The last reassessment was on January 1, 2004.

(4) The breakdown of real property (residential, commercial, industrial) is no longer available from counties.



CITY OF HIGH POINT, NORTH CAROLINA

Table V
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Public Service Companies (1)	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (2)
$ 106,052,487	$ 6,337,599,467	0.622	$ 7,618,222,703
96,395,635	6,547,953,215	0.622	8,124,011,433
111,464,661	8,332,124,596	0.540	8,386,637,741
117,923,262	8,406,291,778	0.593	8,517,875,953
122,178,728	8,619,787,453	0.608	8,967,735,594
131,332,066	9,074,879,556	0.633	9,907,073,751
131,984,351	9,230,495,658	0.633	10,137,831,585
131,456,290	9,319,710,095	0.633	9,808,156,278
129,766,404	9,215,020,669	0.633	8,884,516,650
129,074,157	9,240,691,893	0.662	9,281,530,628

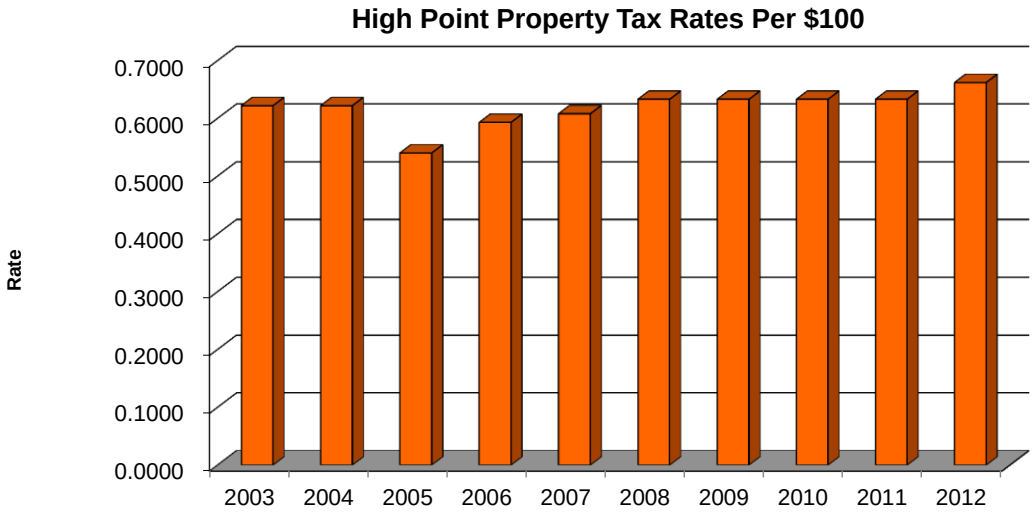
CITY OF HIGH POINT, NORTH CAROLINA

Table VI
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

	Year Taxes Are Payable									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Guilford County [1]	$ 0.5800	$ 0.5600	$ 0.5600	$ 0.6100	$ 0.6615	$ 0.6914	$ 0.7374	$ 0.7374	$ 0.7374	$ 0.7824
High Point City										
Operating rate	0.6220	0.6220	0.5400	0.5590	0.5740	0.5990	0.5990	0.5990	0.5990	0.6280
Debt service rate	-	-	-	0.0340	0.0340	0.0340	0.0340	0.0340	0.0340	0.0340
Total High Point City	0.6220	0.6220	0.5400	0.5930	0.6080	0.6330	0.6330	0.6330	0.6330	0.6620
Total direct & overlapping rates	$ 1.2020	$ 1.1820	$ 1.1000	$ 1.2030	$ 1.2695	$ 1.3244	$ 1.3704	$ 1.3704	$ 1.3704	$ 1.4444

[1] Source: Guilford County Tax Department. The County does not dilineate components of the tax levy but adopts total rate as operating.

Notes: Overlapping rates are those of local and county governments that apply to property owners within the City of High Point.
Real property was revalued on January 1, 2004.



CITY OF HIGH POINT, NORTH CAROLINA

Table VII
Principal Property Tax Payers
Fiscal Years Ended June 30, 2012 and June 30, 2003

CITY OF HIGH POINT, NORTH CAROLINA

		Fiscal Year 2012			Fiscal Year 2003		
Taxpayer	**Type of Business**	**Assessed Valuation**	**Rank**	**Percentage of Total Assessed Valuation**	**Assessed Valuation**	**Rank**	**Percentage of Total Assessed Valuation**
International Home Furnishings Center (IHFC)	Showroom Rental	$ 184,825,035	1	2.00%	$ 142,544,307	1	2.25%
Liberty Property LTD Partnership	Real Estate	119,885,232	2	1.30%	74,400,386	2	1.17%
Polo Ralph Lauren Corp.	Clothing	91,662,512	3	0.99%	41,593,311	8	-
Market Square LLC	Real Estate	82,469,500	4	0.89%	60,084,400	3	0.95%
HP Showplace Investors	Real Estate	70,554,714	5	0.76%			-
North State Communications	Communications	56,573,052	6	0.61%	52,812,171	5	0.83%
Thomas Built Buses, Inc.	Bus Bodies	50,275,917	7	0.54%	35,624,934	9	0.56%
Tyco Electronics (formerly RFMicro, formerly AMP Inc.)	Electrical Parts	47,331,263	8	0.51%	56,779,417	4	0.90%
High Point Development Ltd. Partnership	Real Estate	43,944,825	9	0.48%	47,171,905	6	0.74%
Market Square II LLC	Real Estate	40,506,782	10	0.44%			-
Showplace LLC	Showroom Rental	-	-	-	43,479,150	7	0.69%
Banner Pharmacaps, Inc	Pharmaceuticals	-	-	-	31,057,196	10	0.49%
Totals		$ 788,028,832		8.52%	$ 585,547,177		8.58%

Source: Guilford County Tax Department

CITY OF HIGH POINT, NORTH CAROLINA

Table VIII
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Tax Levy	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2003	39,834,340	39,325,183	98.72%	420,330	39,745,513	99.78%
2004	40,596,747	40,050,117	98.65%	435,514	40,485,631	99.73%
2005	45,007,822	44,189,414	98.18%	693,414	44,882,828	99.72%
2006	49,728,477	48,961,461	98.46%	622,469	49,583,930	99.71%
2007	52,426,916	51,598,122	98.42%	680,170	52,278,292	99.72%
2008	57,726,974	56,595,208	98.04%	921,966	57,517,174	99.64%
2009	58,805,839	57,501,339	97.78%	1,048,102	58,549,441	99.56%
2010	59,398,063	57,985,102	97.62%	1,089,551	59,074,653	99.46%
2011	58,762,018	57,169,238	97.29%	1,006,512	58,175,750	99.00%
2012	61,481,406	59,769,314	97.22%	-	59,769,314	97.22%

Source: Guilford, Randolph, and Davidson County Tax Departments

CITY OF HIGH POINT, NORTH CAROLINA

Table IX
Principal Water and Sewer Customers
Fiscal Years Ended June 30, 2012 and June 30, 2003

	Fiscal Year 2012			Fiscal Year 2003		
Customer	**Water and Sewer Charges**	**Rank**	**Percentage of Water and Sewer Charges**	**Water and Sewer Charges**	**Rank**	**Percentage of Water and Sewer Charges**
High Point University	$ 799,259	1	1.85%	$ -	-	-
High Point Housing Authority	677,977	2	1.57%	117,094	10	0.41%
Town of Jamestown	607,125	3	1.40%	675,716	4	2.36%
Slane Hosiery Mill	558,573	4	1.29%	-	-	-
KAO Specialties Americas, LLC	487,679	5	1.13%	768,159	1	2.68%
Hunter Jersey Farms	445,390	6	1.03%	198,995	8	0.69%
High Point Regional Health Systems	387,863	7	0.90%	291,101	7	1.02%
Dairy Fresh, LLC	283,699	8	0.65%	-	-	-
Banner Pharmacaps, Inc	278,137	9	0.64%	-	-	-
Crowne at James Landing	271,567	10	0.63%	-	-	-
City of Greensboro	-	-	-	550,170	5	1.92%
City of Archdale	-	-	-	705,989	3	2.46%
Superbrand Dairy	-	-	-	732,172	2	2.55%
Thomas Built Buses, Inc.	-	-	-	299,151	6	1.04%
International Home Furnishings Center (IHFC)	-	-	-	196,043	9	0.68%
Totals	$ 4,797,269		11.09%	$ 4,534,590		15.81%

Source: City of High Point Water and Sewer Department

CITY OF HIGH POINT, NORTH CAROLINA

Table X
Principal Electric Customers
Fiscal Years Ended June 30, 2012 and June 30, 2003

	Fiscal Year 2012			Fiscal Year 2003		
Taxpayer	**Electric Charges**	**Rank**	**Percentage of Total Electric Charges**	**Electric Charges**	**Rank**	**Percentage of Total Electric Charges**
High Point University	$ 2,606,600	1	2.31%	$ 573,451	9	0.68%
International Home Furnishings Center (IHFC)	2,363,382	2	2.10%	2,002,215	1	2.38%
High Point Regional Health Systems	2,125,618	3	1.88%	1,214,249	2	1.44%
KAO Specialties Americas, LLC	1,401,026	4	1.24%	972,793	3	1.15%
HPC Mab WS Disposal	1,317,731	5	1.17%	917,132	4	1.09%
Banner Pharmacaps, Inc	1,236,521	6	1.10%	784,350	6	0.93%
High Point Housing Authority	1,001,035	7	0.89%	887,716	5	1.05%
Thomas Built Buses, Inc.	854,664	8	0.76%	-	-	-
North State Communications	790,854	9	0.70%	-	-	-
Southern Film Extruders	584,201	10	0.52%	-	-	-
Merchandise Mart Properties, Inc.	-	-	-	656,654	7	0.78%
High Point Ltd. Development Partnership	-	-	-	644,963	8	0.77%
Superbrand Dairy (Bankruptcy)	-	-	-	447,489	10	0.53%
Totals	$ 14,281,632		12.67%	$ 9,101,012		10.80%

Source: City of High Point Electric Department

HIGH
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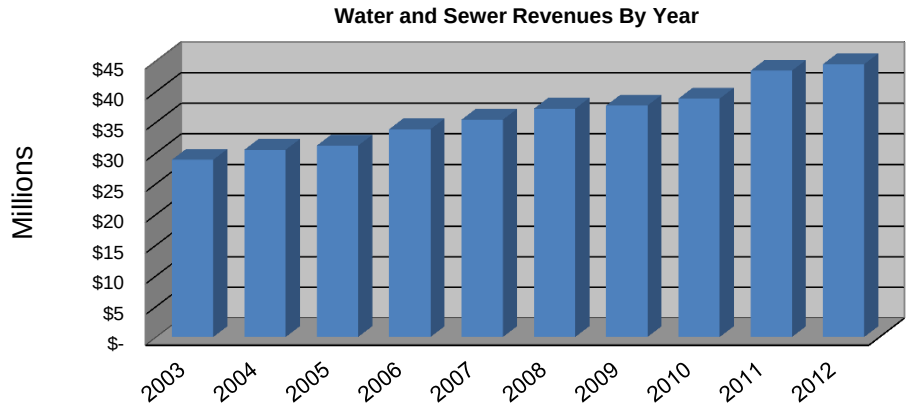
NORTH CAROLINA'S INTERNATIONAL CITY™

CITY OF HIGH POINT, NORTH CAROLINA

TABLE XI
Schedule of Water and Sewer, and Electric Operating Revenues
Last Ten Fiscal Years

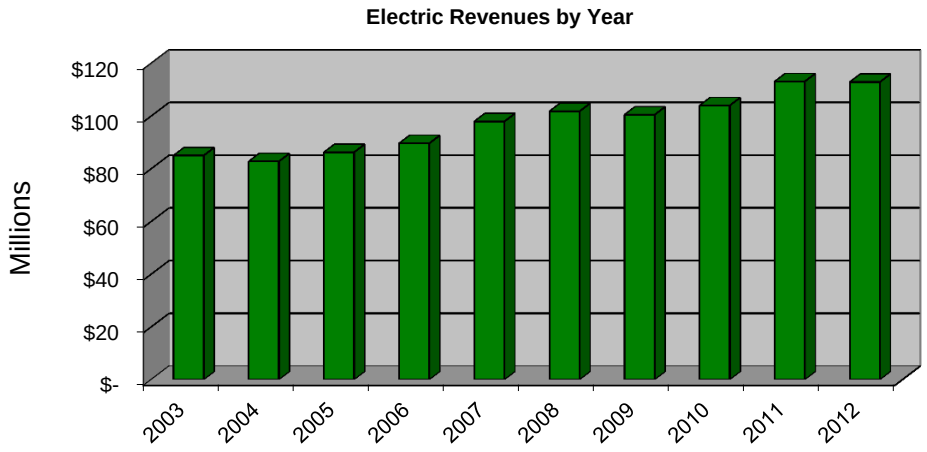
Water and Sewer	**2003**	**2004**	**2005**	**2006**	**2007**
Sales - Sewer	$ 15,525,952	$ 17,096,893	$ 17,894,044	$ 19,088,863	$ 19,883,533
Sales - Water	10,096,931	10,097,991	10,599,458	11,781,595	12,136,279
City Sales - Sewer	322,470	330,792	358,524	340,956	411,721
City Sales - Water	71,047	81,271	94,144	87,567	105,875
Wastewater - Archdale	505,028	389,927	373,287	342,985	396,530
Wastewater - Jamestown	497,054	441,280	423,764	463,209	532,514
Wastewater - Greensboro	668,750	758,462	782,571	322,207	210,892
Wastewater - Sedgefield	64,493	67,104	65,033	40,749	48,791
Davidson County	-	-	-	-	-
Other	1,107,164	1,216,701	564,673	1,359,002	1,663,754
Total	$ 28,858,889	$ 30,480,421	$ 31,155,498	$ 33,827,133	$ 35,389,889
Electric					
Residential	$ 32,941,788	$ 31,117,279	$ 32,058,229	$ 33,779,198	$ 35,358,605
Industrial	7,930,464	7,696,746	8,410,064	9,044,046	9,455,323
Commercial	36,778,049	36,839,225	37,640,817	39,187,841	40,930,200
City	3,128,955	3,147,343	3,189,477	3,289,930	3,330,363
Street Lighting	1,259,836	1,279,640	1,390,427	1,456,755	1,528,075
Private Lighting	1,007,347	1,063,312	1,135,956	1,170,112	1,266,127
Other	1,982,886	1,648,296	2,431,952	1,722,284	6,087,897
Total	$ 85,029,325	$ 82,791,841	$ 86,256,922	$ 89,650,166	$ 97,956,590



CITY OF HIGH POINT, NORTH CAROLINA

TABLE XI
Schedule of Water and Sewer, and Electric Operating Revenues
Last Ten Fiscal Years

	2008	2009	2010	2011	2012
	$ 21,350,473	$ 21,775,255	$ 22,303,779	$ 24,379,005	$ 25,061,926
	13,369,707	13,680,617	13,948,264	15,353,517	15,651,242
	122,919	196,451	191,502	193,330	184,153
	465,626	492,514	492,164	593,654	581,959
	295,071	375,932	395,811	414,047	418,892
	521,978	422,065	488,976	548,496	546,968
	368,844	309,401	394,195	433,517	399,605
	103,065	55,376	106,613	107,821	50,741
	-	-	-	223,736	256,893
	581,327	374,794	494,245	1,118,923	1,262,362
	$ 37,179,010	$ 37,682,405	$ 38,815,549	$ 43,366,046	$ 44,414,741
	$ 39,080,218	$ 39,100,769	$ 40,217,026	$ 44,666,603	$ 43,361,313
	11,294,014	10,595,656	10,927,253	11,931,773	12,569,847
	43,574,982	42,584,819	44,158,424	47,595,194	47,573,774
	3,517,806	3,624,070	3,971,356	4,216,150	4,135,521
	1,586,740	1,614,486	1,798,946	1,900,714	2,010,148
	1,469,432	1,599,987	1,731,997	1,935,588	2,037,561
	1,282,923	1,395,466	1,189,623	876,338	1,230,113
	$ 101,806,115	$ 100,515,253	$ 103,994,625	$ 113,122,360	$ 112,918,277



CITY OF HIGH POINT, NORTH CAROLINA

Table XII
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Governmental Activities		Business-type Activities						
Fiscal Year	General Obligation Bonds	Installment Purchases	General Obligation Bonds	Revenue Bonds	Notes and Loans	Installment Purchases	Total Primary Government	Per Capita	Percentage of Personal Income
2003	$ 36,650,340	$ 725,388	$ 73,910,135	$ -	$ 22,772,225	$ -	$ 134,058,088	$ 1,481	5.62%
2004	33,323,237	11,069,055	70,660,789	-	21,216,559	-	136,269,640	1,473	5.49%
2005	30,028,059	10,134,549	66,535,967	42,031,741	19,651,413	-	168,381,729	1,804	6.29%
2006	48,985,977	9,472,769	68,676,830	71,755,000	18,083,705	-	216,974,281	2,296	7.00%
2007	45,146,756	12,644,706	64,253,244	71,755,000	16,531,087	-	210,330,793	2,171	6.78%
2008	67,850,458	11,375,261	64,899,543	112,515,000	15,043,867	-	271,684,129	2,758	8.16%
2009	64,110,875	10,091,895	60,214,129	110,730,000	13,540,992	-	258,687,891	2,575	7.62%
2010	79,326,635	13,008,542	58,678,364	132,100,000	12,149,885	-	295,263,426	2,890	8.16%
2011	75,192,672	9,786,789	54,132,325	129,445,000	10,787,112	-	279,343,898	2,639	7.55%
2012	76,614,425	8,582,564	49,195,572	127,120,000	10,012,845	-	271,525,406	2,534	6.90%

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
See Table XVII for personal income and population data.
These ratios are calculated using personal income and population for the prior calendar year.
These amounts are presented as gross amounts and do not include premiums/discounts which are shown net of debt in the notes and financial statements.

CITY OF HIGH POINT, NORTH CAROLINA

Table XIII
Ratios of Net General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	Less: Amounts Restricted to Repaying Principal	Total	Percentage of Personal Income	Percentage of Actual Taxable Value of Property	Per Capita
2003	$ 110,560,475	$ 2,356,477	$ 108,203,998	4.54%	1.71%	1,195
2004	103,984,026	3,033,268	100,950,758	4.07%	1.54%	1,091
2005	96,564,026	3,373,898	93,190,128	3.48%	1.12%	998
2006	117,662,807	7,769,552	109,893,255	3.55%	1.31%	1,163
2007	109,400,000	11,352,774	98,047,226	3.16%	1.14%	1,012
2008	132,750,001	14,731,541	118,018,460	3.54%	1.30%	1,198
2009	124,325,004	18,106,808	106,218,196	3.13%	1.15%	1,058
2010	138,004,999	19,576,743	118,428,256	3.27%	1.27%	1,159
2011	129,324,997	17,822,826	111,502,171	3.01%	1.21%	1,053
2012	125,809,997	18,315,597	107,494,400	2.73%	1.16%	1,003

Notes: Details regarding the City's outstanding debt can be found in the notes to the Financial Statements.
See Table XVII for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.
See Table V for property value data.
These amounts are presented as gross amounts and do not include premiums/discounts which are shown net of debt in the notes and financial statements.

City of High Point, North Carolina

Table XIV
Legal Debt Margin Information
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year				
	2003	**2004**	**2005**	**2006**	**2007**
Assessed Value of Property	$6,337,599	$ 6,547,953	$ 8,332,125	$ 8,406,292	$ 8,619,787
Debt Limit, 8% of Assessed Value (Statutory Limitation)	507,008	523,836	666,570	672,503	689,583
Amount of Debt Applicable to Limit					
Gross debt	134,058	136,270	168,382	216,974	210,331
Less: Amount available for repayment of general obligation bonds	2,356	3,033	3,374	7,770	11,353
Debt outstanding for water and sewer purposes	96,682	91,877	86,187	89,536	78,123
Revenue bonds	-	-	42,032	71,755	71,755
Total net debt applicable to limit	35,020	41,360	36,789	47,913	49,100
Legal Debt Margin Available	$ 471,988	$ 482,476	$ 629,781	$ 624,590	$ 640,483
Total net debt applicable to the limit as a percentage of debt limit	6.91%	7.90%	5.52%	7.12%	7.12%

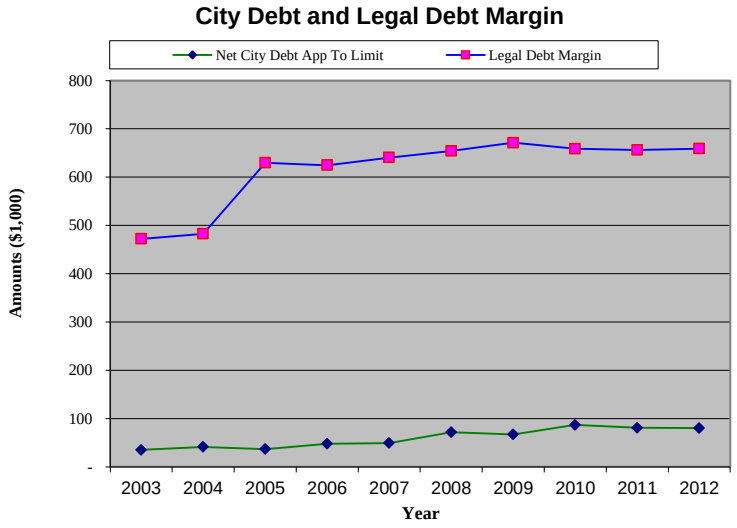
Note: NC Statute GS159-55 limits the city's outstanding debt to 8% of the appraised value of property subject to taxation. The following deductions are made from gross debt to arrive at net debt applicable to the limit: Money held for payment of principal; debt incurred for water, sewer, gas, or electric power purposes; uncollected special assessments, funding and refunding bonds not yet issued; and revenue bonds. The legal debt margin is the difference between the debt limit and the City's net debt outstanding applicable to the limit, and represents the county's legal borrowing authority.

Note: Debt is presented as gross and does not include bond premiums/discounts.

City of High Point, North Carolina

Table XIV
Legal Debt Margin Information
Last Ten Fiscal Years
(dollars in thousands)

	Fiscal Year				
	2008	**2009**	**2010**	**2011**	**2012**
	$ 9,074,880	$ 9,230,496	$ 9,319,710	$ 9,215,021	$ 9,240,692
	725,990	738,440	745,577	737,202	739,255
	271,684	258,688	295,263	279,344	271,525
	14,732	18,107	19,577	17,823	18,316
	72,648	62,611	56,819	51,234	45,976
	112,515	110,730	132,100	129,445	127,120
	71,789	67,240	86,767	80,842	80,113
	$ 654,201	$ 671,200	$ 658,810	$ 656,360	$ 659,142
	9.89%	9.11%	11.64%	10.97%	10.84%



CITY OF HIGH POINT, NORTH CAROLINA

Table XV
Direct and Overlapping Debt
As of June 30, 2012

Name of Governmental Unit	Net Debt Outstanding	Percentage Applicable To This Governmental Unit	City of High Point's Share of Debt
City of High Point	$ 125,809,997	100.0%	$ 125,809,997
Guilford County	876,530,000	20.6%	180,565,180
Total direct and overlapping debt			$ 306,375,177

Sources: Guilford County debt outstanding data provided by Guilford County. Assessed value data used to estimate applicable percentage provided by Guilford County Tax Department.

Notes: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of outstanding debt of those overlapping governments that is borne by the residents of the City of High Point. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

CITY OF HIGH POINT, NORTH CAROLINA

Table XVI
Water and Sewer Revenue Bond Coverage
Last Seven Fiscal Years

Fiscal Year	Prior Year Unrestricted Net Assets[1]	Operating Revenues[2]	Operating Expenses[3]	Income Available for Debt Service	Parity Debt Service Requirement	Total Debt Service Requirement	Coverage on Parity Debt Including 15% Unrestricted Net Assets[4]	Coverage on Total Debt Excluding 15% Unrestricted Net Assets[5]
2006	$ 28,228,707	$ 33,827,123	$ 18,012,032	$ 15,815,091	$ 185,416	$ 9,427,029	108.13	1.68
2007	30,546,367	35,382,138	18,624,610	16,757,528	1,090,826	10,831,332	19.56	1.55
2008	34,294,452	37,179,010	19,648,734	17,530,276	3,645,100	11,456,100	6.22	1.53
2009	36,591,363	37,682,405	16,586,647	21,095,758	5,075,153	13,476,755	5.24	1.57
2010	28,706,627	38,815,549	17,431,703	21,383,846	6,979,722	15,042,457	3.68	1.42
2011	32,203,114	43,366,046	19,237,092	24,128,954	8,742,498	15,638,679	3.31	1.54
2012	38,814,116	44,414,741	18,493,021	25,921,720	8,907,951	16,723,587	3.56	1.55

Notes: The City issued water and sewer revenue bonds in the amount of $40,375,000 dated October 2004, $31,380,000 dated June 2006, $41,745,000 dated June 2008, and $23,210,000 dated June 2010

The City issued water and sewer revenue refunding bonds in the amount of $32,125,000 dated June 1, 2012

[1] From the Comprehensive Annual Financial Report for the prior fiscal year.

[2] From the current combined financial statements.

[3] Operating Expenses exclude depreciation, bond interest and accrued expenses for post-employment benefits.

[4] Most restrictive required coverage is 1.20

[5] Most restrictive required coverage is 1.00

CITY OF HIGH POINT, NORTH CAROLINA

Table XVII
Demographic and Economic Statistics
Last Ten Fiscal Years

Year	Population (1)	Personal Income (thousands of dollars) (2)	Per Capita Personal Income	Public School Enrollment (3)	Unemployment Rate (4)	Number of Building Inspections Performed (5)
2003	90,522	$ 2,385,406	$26,168	14,362	5.70%	6,767
2004	92,489	2,481,804	27,050	14,388	6.20%	8,744
2005	93,352	2,675,333	29,456	14,523	5.90%	10,426
2006	94,500	3,098,088	32,234	14,609	5.00%	12,633
2007	96,867	3,100,000	35,152	14,860	4.70%	13,587
2008	98,490	3,330,636	33,817	15,026	5.00%	9,302
2009	100,442	3,393,232	33,783	13,492	9.46%	8,548
2010	102,161	3,617,010	35,405	13,596	11.76%	8,308
2011	105,843	3,699,001	34,948	13,747	9.88%	7,619
2012	107,157	3,937,805	36,748	14,516	10.13%	8,191

Source:
(1) Population provided by the NC State Data Center. Estimates are as of beginning of fiscal year.
(2) Personal income and per capita income provided by Bureau of Economic Analysis, U. S. Department of Commerce. Figures are for the prior calendar year.
(3) Public school enrollment provided by NC Department of Public Instruction, First Month Average Daily Membership.
(4) Unemployment rate provided by the NC Employment Security Commission, annual average for prior calendar year.
(5) Building inspections data provided by the City of High Point Inspections Department.

CITY OF HIGH POINT, NORTH CAROLINA

Table XVIII
Principal Employers
Current Year and Nine Years Ago

	2012			2003		
Employer	**Employees**	**Rank**	**Percentage of Total County Employment [1]**	**Employees**	**Rank**	**Percentage of Total County Employment [1]**
Bank of America	2,200	1	0.95%	1,900	1	0.85%
High Point Regional Health System[2]	1,945	2	0.84%	1,735	2	0.77%
Guilford County Schools *(employees assigned to High Point Schools and offices)*	1,690	3	0.73%	1,698	3	0.76%
Ralph Lauren Corporation	1,400	4	0.60%	920	7	0.41%
City of High Point	1,264	5	0.54%	1,311	5	0.58%
Thomas Built Buses/Daimler Trucks NA	1,145	6	0.49%	1,596	4	0.71%
Cornerstone Healthcare	1,026	7	0.44%	604	10	0.27%
High Point University	1,023	8	0.44%	-	-	-
Aetna	827	9	0.36%	814	9	0.36%
TE Connectivity (Tyco Electronics)	782	10	0.34%	995	6	0.44%
RMH	-	-	-	826	8	0.37%

Source: North Carolina ESC, City of High Point Economic Development

Notes:

[1] Total employment figures available for Guilford County only.

[2] In previous years, the numbers for High Point Regional Health System were for the hospital only. This year's numbers include a subsidiary that employs physicians.

CITY OF HIGH POINT, NORTH CAROLINA

Table XIX
Full-Time City Government Employees by Function
Last Ten Fiscal Years

Function/Program	2003	2004	2005	2006	2007
General Government	119	120	120	121	125
Public Safety	477	483	489	507	525
Public Services	157	161	161	161	161
Planning and Community Development	27	38	38	52	51
Cultural and Recreation	161	161	159	159	159
Water and Sewer	132	140	141	143	145
Electric	122	121	122	121	121
Mass Transit	33	33	33	33	33
Parking	5	5	5	5	5
Landfill	46	46	46	46	46
Storm Water	8	8	9	10	10
Central Services	42	42	42	42	42
Total	1,329	1,358	1,365	1,400	1,423

Source: 2003-2008 City of High Point Finance Department; 2009 and forward - City of High Point Budget and Evaluation Department

Notes: For 2003-2008, this schedule represents number of persons employed as of June 30 of each year. Vacant positions are not included in the above numbers.

Full time personnel work 2,080 hours per year (less vacation and sick leave). For purposes of this schedule the number of part time employees has been divided by 2.5 to arrive at the full time equivalents.

Beginning in 2009, the number reported is budgeted full time positions.

CITY OF HIGH POINT, NORTH CAROLINA

Table XIX
Full-Time City Government Employees by Function
Last Ten Fiscal Years

2008	2009	2010	2011	2012
118	127	121	119	118
478	490	490	487	487
160	159	144	119	119
54	54	51	48	47
159	173	179	174	174
127	146	143	139	138
123	123	121	122	123
34	33	33	35	35
5	5	4	4	3
40	46	47	47	47
11	12	23	22	22
42	40	38	37	36
1,351	1,408	1,394	1,353	1,349

CITY OF HIGH POINT, NORTH CAROLINA

Table XX
Operating Indicators For Major Functions/Programs
Last Ten Fiscal Years

Function/Program	2003	2004	2005	2006	2007
Police					
Calls dispatched	133,528	125,920	140,161	148,899	148,899
Fire					
Emergency responses	10,715	11,114	11,332	-	-
Inspections	3,565	3,335	4,613	1,464	1,571
Streets					
Streets paved	10	13	-	6	4
Water and Sewer					
Water pumped (mgd)	12	12	12	12	13
Sewer treated (mgd)	18	18	18	18	17
Electric					
Customers	36,748	37,037	38,364	40,564	39,140
kWh purchased	1,060,289,000	1,080,987,000	1,116,574,300	1,200,578,120	1,158,205,000

CITY OF HIGH POINT, NORTH CAROLINA

Table XX
Operating Indicators For Major Functions/Programs
Last Ten Fiscal Years

2008	2009	2010	2011	2012
125,137	133,252	125,482	119,529	118,549
11,038	10,897	11,029	11,209	11,179
6,715	6,027	5,525	4,270	4,701
3	-	-	-	-
13	11	13	12	11
15	18	17	16	16
40,359	39,369	39,047	39,256	39,613
1,138,448,000	1,160,153,000	1,183,410,000	1,189,044,000	1,152,207,000

CITY OF HIGH POINT, NORTH CAROLINA

Table XXI
Capital Asset Statistics, By Function/Program
Last Ten Fiscal Years

Function/Program	2003	2004	2005	2006	2007
Police					
Stations	1	1	1	1	1
Patrol Units	212	220	220	251	255
Fire stations	11	13	14	14	14
Streets					
Paved Streets (miles)	465	478	478	484	489
Unpaved Streets (miles)	2	2	4	4	4
Alleys (miles)	2	2	2	2	2
Parks and Recreation					
Acreage	3,799	3,799	3,799	3,804	3,804
Developed Parks	36	36	36	36	36
Swimming pools (City owned)	2	2	2	2	2
Golf Courses (City owned)	2	2	2	2	2
Recreation and Community Centers	5	5	5	6	6
Library					
Books and Volumes	302,945	284,711	320,322	343,444	320,431
Theatre					
Seats	967	967	967	967	963
Water and Sewer					
Water and Sewer mains (miles)	974	984	991	1,311	1,324
Water storage capacity (mgd)	24	24	24	24	24
Water and Sewer Treatment capacity(mgd)	22	22	32	26	26
Electric					
Overhead lines (miles)	591	597	416	416	420
Underground lines (miles)	*	*	184	286	300
Electric substations	13	14	14	13	13
Mass Transit					
Buses	16	18	18	18	18
Parking					
Off Street Parking spaces	1,237	1,237	1,237	1,237	1,237
Storm Water					
Storm sewers (miles)	545	545	549	570	600

Note: Streets in fiscal years 2010 and prior may have included private and/or state owned streets. Fiscal years 2011 and forward only include City owned streets.

*Information unavailable.

CITY OF HIGH POINT, NORTH CAROLINA

Table XXI
Capital Asset Statistics, By Function/Program
Last Ten Fiscal Years

2008	2009	2010	2011	2012
1	1	1	1	1
225	225	222	222	223
14	14	14	14	14
492	492	492	435	436
4	4	4	1	1
2	2	2	2	2
3,804	3,200	3,252	3,200	3,200
36	35	35	35	35
2	2	2	2	2
2	2	2	2	2
7	7	7	7	7
295,542	262,066	294,204	271,030	294,974
963	963	963	963	963
1,420	1,347	1,350	1,350	1,378
18	18	18	19	19
56	56	56	58	58
416	416	416	420	438
311	324	366	327	327
13	13	13	13	14
18	18	18	17	17
1,237	1,234	1,238	1,234	1,234
294	315	337	433	447

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

COMPLIANCE SECTION

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

McGladrey

Independent Auditor's Report
On Internal Control Over Financial Reporting
And On Compliance And Other Matters Based
On An Audit Of Financial Statements Performed
In Accordance With *Government Auditing Standards*

To the Honorable Mayor and
the Members of City Council
City of High Point, North Carolina

We have audited the financial statements of (the City) as of and for the year ended June 30, 2012, and have issued our report thereon dated November 6, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

Management of the City is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Member of the RSM International network of independent accounting, tax and consulting firms.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Mayor, members of City Council, management and others within the entity, Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

McGladrey LLP

Greensboro, North Carolina
November 6, 2012

McGladrey

Independent Auditor's Report
On Compliance With Requirements That Could Have A Direct And Material Effect On Each Major Federal Program And On Internal Control Over Compliance In Accordance With OMB Circular A-133 And The State Single Audit Implementation Act

To the Honorable Mayor and
the Members of City Council
City of High Point, North Carolina

Compliance

We have audited the compliance of the City of High Point, North Carolina (the City) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133, *Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina,* issued by the Local Government Commission, that could have a direct and material effect on the City's major federal programs for the year ended June 30, 2012. The City's major federal programs are identified in the summary of auditor's results section of the accompanying *Schedule of Findings and Questioned Costs.* Compliance with the requirements of laws, regulations, contracts, and grants applicable to its major federal programs is the responsibility of City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the State Single Audit Implementation Act. Those standards, OMB Circular A-133, and the State Single Audit Implementation Act require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with those requirements.

In our opinion, the City of High Point, North Carolina complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2012.

Member of the RSM International network of independent accounting, tax and consulting firms.

Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on its major federal programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Mayor, members of City Council, management and others within the entity, Federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

McGladrey LLP

Greensboro, North Carolina
November 6, 2012

McGladrey

**Independent Auditor's Report
On Compliance With Requirements That Could
Have A Direct And Material Effect On Each Major
State Program And On Internal Control Over
Compliance In Accordance With Applicable Sections
Of OMB Circular A-133 And The State Single Audit
Implementation Act**

To the Honorable Mayor and
the Members of City Council
City of High Point, North Carolina

Compliance

We have audited the compliance of the City of High Point, North Carolina (the City) with the types of compliance requirements described in the *Audit Manual for Governmental Auditors in North Carolina,* issued by the Local Government Commission, that could have a direct and material effect on the City's major state programs for the year ended June 30, 2012. The City's major State programs are identified in the summary of auditor's results section of the accompanying *Schedule of Findings and Questioned Costs*. Compliance with the requirements of laws, regulations, contracts, and grants applicable to its major State programs is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; applicable sections of OMB Circular A-133, as described in the *Audit Manual for Governmental Auditors in North Carolina,* and the State Single Audit Implementation Act. Those standards, applicable sections of OMB Circular A-133, and the State Single Audit Implementation Act require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with those requirements.

In our opinion, the City of High Point, North Carolina complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major State programs for the year ended June 30, 2012.

Member of the RSM International network of independent accounting, tax and consulting firms.

Internal Control Over Compliance

Management of City is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to State programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on its major State programs in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the applicable sections of OMB Circular A-133 and the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Mayor, members of City Council, management and others within the entity, federal and State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than those specified parties.

McGladrey LLP

Greensboro, North Carolina
November 6, 2012

City of High Point, North Carolina

Schedule of Findings and Questioned Costs
Year Ended June 30, 2012

Section I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unqualified	
Internal control over financial reporting:		
♦ Material weakness(es) identified?	___ yes	✓ no
♦ Significant deficiency(ies) identified?	___ yes	✓ none reported
Noncompliance material to financial statements noted?	___ yes	✓ no

Federal Awards

Internal control over major federal programs:		
♦ Material weakness(es) identified?	___ yes	✓ no
♦ Significant deficiency(ies) identified?	___ yes	✓ none reported
Type of auditor's report issued on compliance for major federal programs:	Unqualified	
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	___ yes	✓ no

Identification of major programs:

CFDA Numbers	Name of Federal Program
14.900	Lead Hazard Control
20.205	Highway Planning and Construction
20.500 and 20.507	Federal Transit Formula Grants ARRA – Federal Transit – Formula Grants
81.128	ARRA – Energy Efficiency and Conservation Block Grant

(Continued)

Section I. Summary of Auditor's Results (Continued)

Dollar threshold used to distinguish between Type A and Type B programs	$300,000	
Auditee qualified as low-risk auditee?	✓ yes	____no

State Awards

Internal control over major State programs:		
♦ Material weakness(es) identified?	____ yes	✓ no
♦ Significant deficiency(ies) identified?	____ yes	✓ none reported
Type of auditor's report issued on compliance for major State programs:	Unqualified	
Any audit findings disclosed that are required to be reported in accordance with the State Single Audit Implementation Act	____ yes	✓ no

Identification of major State programs:

N. C. Department of Transportation:
Powell Bill
Furniture Market Transportation
State Maintenance Assistance Program

(Continued)

City of High Point, North Carolina

Schedule of Findings and Questioned Costs
Year Ended June 30, 2012

Section II. Financial Statement Findings and Questioned Costs

None reported.

Section III. Findings and Questioned Costs for Federal Awards

None reported.

Section IV. Findings and Questioned Costs for State Awards

None reported.

City of High Point, North Carolina

Schedule of Findings and Questioned Costs
Year Ended June 30, 2012

Financial Statement Finding

Finding: 2011-1
Significant Deficiency in Internal Control

Summary of finding: During a review of outstanding grants the City discovered awards that had not been filed for reimbursement or recorded as revenue but for which amounts has been expended in a prior year. These expenditures were also not recorded in the Schedule of Expenditures of Federal and State Awards when expended.

Corrective action taken: The City implemented a new review process on open grants during the fiscal year 2011 which discovered this issue. The City continues to monitor all active grant projects.

Federal Award Finding

Finding: 2011-2
Significant Deficiency in Internal Control

Summary of finding: Federal amounts shown in the fiscal year 2011 Schedule of Expenditures of Federal and State Awards included expenditure amounts from prior years which were discovered during a review of the City's open grants.

Corrective action taken: The City implemented a new review process on open grants during the fiscal year 2011 which discovered this issue. The City continues to monitor all active grant projects.

State Award Finding

Finding: 2011-3
Significant Deficiency in Internal Control

Summary of finding: State amounts shown in the fiscal year 2011 Schedule of Expenditures of Federal and State Awards included expenditure amounts from prior years which were discovered during a review of the City's open grants.

Corrective action taken: The City implemented a new review process on open grants during the fiscal year 2011 which discovered this issue. The City continues to monitor all active grant projects.

CITY OF HIGH POINT, NORTH CAROLINA
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
For The Year Ended June 30, 2012

Grantor/Passed Through Grantor/Program Title	Federal CFDA Number	Federal Expenditures (Direct and Passed Through)	State Expenditures (Direct and Passed Through)
U.S. Department of Housing and Urban Development			
Direct Programs:			
Community Development Block Grant	14.218	707,106	-
HOME PJ	14.239	307,980	-
Shelter Care Plus	14.238	60,342	-
Lead Hazard Control	14.900	434,837	-
Community Challenge Planning/Sustainable Communities	14.704	23,149	-
Lead Hazard Control/Healthy Homes	14.913	41,163	-
Passed Through N.C. Department of Commerce			
Neighborhood Stabilization Program	14.228	343,316	-
Passed Through N.C. Department of Health & Human Services			
Lead Hazard Control	14.900	75,171	-
U.S. Department of Justice			
Direct Programs:			
JAG Program Cluster:			
Justice Assistance Grant	16.738	370,980	-
ARRA - Justice Assistance Grant	16.804	94	-
Total JAG Program Cluster		371,074	-
Forfeiture Funds	16.922	589,497	-
Treasury Forfeiture Funds	21.000	3,051	-
COPS Technology	16.710	41,854	-
Weed and Seed	16.595	10,735	-
Bulletproof Vest Partnership	16.607	26,595	-
Harmony House Supervised Visitation	16.527	37,145	-
Passed Through N.C. Governor's Crime Commission			
Crimestoppers Text-A-Tip	16.738	3,120	-
U.S. Department of Transportation			
Direct Programs:			
Federal Transit Cluster:			
Section 5307 Capital Grant - FY 2004-2005 (NC-90-X344)	20.507	990	-
Section 5307 Capital Grant - FY 2005-2006 (NC-90-X364)	20.507	8,020	-
Section 5307 Capital Grant - FY 2008-2009 (NC-90-X435)	20.507	56,601	-
Section 5307 Capital Grant - FY 2009-2010 (NC-90-X435-02)	20.507	83,390	-
Section 5307 Capital Grant - FY 2008-2009 (NC-90-X440)	20.507	58,835	7,354
Section 5307 Operating Grant - FY 2011-2012 (NC-90-X470-01)	20.507	974,853	-
Section 5307 Operating Grant - FY 2011-2012 (NC-90-X470-01 P-T)	20.507	126,232	-
Section 5307 Capital Grant - FY 2010-2011 (NC-90-X470)	20.507	20,899	-
Section 5307 Capital Grant - FY 2011-2012 (NC-90-X470-01)	20.507	53,122	-
ARRA - Section 5307 Grant - FY 2009-2010 (NC-96-X014)	20.507	43,366	-
Section 5309 Capital Furniture Market Transportation Terminal (NC-04-002)	20.500	29,702	3,713
Total Federal Transit Cluster		1,456,010	11,067
Passed Through N.C. Department of Transportation:			
ARRA - US311/NC68	20.205	132,508	-
Depot Restoration	20.205	23,618	2,952
Greenway - Deep River at University/Penny	20.205	19,873	-
Airport & Area Roadway Network/Johnson & Sandy Ridge	20.205	47,812	-
Section 5303 Planning Grant - FY 2010-2011	20.505	32,832	4,104
Section 104(f) Highway Planning Grant	20.205	222,153	-
U.S. Department of Energy			
ARRA - Energy Efficiency and Conservation Block Grant Program	81.128	249,718	-
U.S. Department of the Interior			
Passed Through N. C. Department of Cultural Resources			
Historic Preservation Fund/Uptown Suburbs	15.904	13,773	-

(continued)

CITY OF HIGH POINT, NORTH CAROLINA
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
For The Year Ended June 30, 2012

U.S. Department of the Treasury			
Passed Through MDC (appropriated by the N.C. General Assembly):			
Volunteer Income Tax Assistance	21.009	3,924	-
U.S. Department of Agriculture			
Passed Through NCDENR			
Core City Trees	10.664	6,720	-
U.S. Department of Health & Human Services			
Direct Programs:			
Assets for Independence	93.602	1,000	-
Passed Through Piedmont Triad Council of Governments:			
Title III D Disease Prevention	93.043	1,652	97
Passed Through N.C. Department of Crime Control & Public Safety:			
CAC Expansion & Training	93.643	55,907	-
N.C. Office of the State Controller			
State Forfeiture Funds - Controlled Substance Tax		-	8,438
N.C. Department of Transportation			
Direct Programs:			
N-S Airport Connector		-	39,502
State Streets Maintenance		-	220,000
Powell Bill		-	2,778,678
Furniture Market Transportation		-	928,000
State Maintenance Assistance Program (SMAP)		-	436,038
N.C. Department of Health and Human Services			
Passed Through Piedmont Triad Council of Governments:			
Senior Center General Purpose		-	12,205
N.C. Department of Cultural Resources			
Direct Programs:			
High Point Arts Council/Morehead Rec & Culler Sr Ctr		-	1,279
State Aid to Libraries		-	59,054
Total Federal and State Assistance		$ 5,343,635	$ 4,501,414

Note 1. The Schedule of Expenditures of Federal and State Awards includes the federal and state grant activity of the City of High Point, North Carolina and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the *State Single Audit Implementation Act*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

(continued)

CITY OF HIGH POINT, NORTH CAROLINA
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
For The Year Ended June 30, 2012

Note 2. Of the Federal and State expenditures presented in the schedule, the City provided federal and state awards to subrecipients as follows:

Federal Grant/Subrecipient	Federal CFDA Number	Federal Expenditures
Justice Assistance Grant	16.738	
Guilford County		82,830
City of Greensboro		183,734
Harmony House Supervised Visitation	16.527	
Family Services of the Piedmont		37,145
CAC Expansion & Training	93.643	
Children's Advocacy Center		55,907
Section 5307 Operating Grant FY11-12	20.507	
Davidson County		96,804
Guilford County		29,428

State Grant/Subrecipient	State Expenditures
Furniture Market Transportation	
High Point Market Authority	928,000

(concluded)

HIGH
POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Public Services Department

Wm. Scott Cherry
CIVIL ENGINEER II

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: November 14, 2012

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Wm. Scott Cherry, Civil Engineer II

SUBJECT: Agenda Item – W. Ward Ave Emergency Pavement Repairs
Thompson Arthur Paving Company - Contractor

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

Approval to award the emergency pavement repairs on W. Ward Ave. to APAC-Thompson Arthur Division in the amount of $111,812.50 to make required repairs.

This contract is to remove and replace asphalt pavement, repair damaged subgrade, and repave approximately 300 feet of W Ward Ave that was damaged due to a 12" water main break on W Ward Ave near the intersection of W. Ward Ave. and Ridgeway Place.

City forces made the necessary repairs to the 12" water main, and the resulting pavement damage made it necessary to close W. Ward Ave near Ridgeway Place. City forces closed this section of roadway, and installed a detour route to direct the traveling public around the road closure.

Due to the magnitude of damage to the pavement, staff met with three Contractors to request bids to make necessary repairs to the road. The three contractors provided unit price bids for the anticipated work provided by the City, and the lowest responsive bidder was APAC-Thompson Arthur Division. APAC will mobilize and begin making repairs on November 15, 2012.

Funding for this project will be made from the following account:

Public Services / Water Improvements: 421779 – 533701 – 421001012905 – 40201

If you have any questions, please contact me.

pc: Jeff Moore, Finance Director
Patty Sykes, Purchasing Director
File

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: 11-19-2012

BID NO.: 18-111312 CONTRACT NO.: DATE OPENED: 11-13-12

DESCRIPTION:

W Ward Ave Pavement Repairs

PURPOSE:

This contract is to remove and replace asphalt pavement, repair damaged subgrade, and repave the street that was damaged due to a 12" water main break on on W Ward Ave near the intersection of W. Ward Ave. and Ridgeway Place.

COMMENTS:

City forces made repairs to the 12" water main, and was required to close W. Ward Ave near Ridgeway Place due to the damaged pavement. A detour route is in place to direct the traveling public around the road closure.

RECOMMEND AWARD TO: APAC-Thompson Arthur Division AMOUNT: $111,812.50

JUSTIFICATION:

Staff met with three Contractors requesting bids to make necessary repairs to the road, and APAC-Thompson Arthur Division was the lowest responsive bidder. APAC has performed similar work for the City, and will promptly mobilize to perform the work.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001012905	40201	$111,812.50
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: W. Chris Thompson Digitally signed by W. Chris Thompson, P.E. DN: cn=W. Chris Thompson, P.E., o=City of High Point, ou=Public Services Admin., email=chris.thompson@highpointnc.gov, c=US Date: 2012.11.14 11:42:24 -05'00' DATE: 11-14-12

The Purchasing Division concurs with recommendation submitted by the Public Services Dept and recommends award to the lowest responsible, responsive bidder APAC-Thompson Athur in the amount of $ 111,812.50.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.11.14 11:45:59 -05'00' DATE: Nov 14, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: c=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=company Name - High Point, City Of, ou=uniqueID - BANK OF AMERICA#732, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.11.14 13:42:58 -05'00' DATE: Nov 14, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.11.14 14:04:31 -05'00' DATE: Nov 14, 2012

		APAC		LARCO		SHARPE BROS	
Description	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	1	$ 3,500.00	$ 3,500.00	$5,000.00	$ 5,000.00	$7,800.00	$ 7,800.00
Removal of Existing Asphalt Pavement	1000	$ 3.25	$ 3,250.00	$ 1.45	$ 1,450.00	$ 6.65	$ 6,650.00
Removal of Existing Concrete Pavement	1000	$ 1.90	$ 1,900.00	$ 2.85	$ 2,850.00	$ 6.65	$ 6,650.00
Granite Curb Removal	250	$ 2.80	$ 700.00	$ 6.90	$ 1,725.00	$ 5.00	$ 1,250.00
Unclassified	250	$ 21.05	$ 5,262.50	$ 15.20	$ 3,800.00	$ 25.00	$ 6,250.00
Seeding and Mulching	100	$ 10.00	$ 1,000.00	$ 12.50	$ 1,250.00	$ 5.50	$ 550.00
ABC	1900	$ 28.00	$ 53,200.00	$ 30.70	$ 58,330.00	$ 24.50	$ 46,550.00
Undercut	500	$ 10.25	$ 5,125.00	$ 15.20	$ 7,600.00	$ 13.75	$ 6,875.00
Geotextile for Subgrade Stabilization	750	$ 3.60	$ 2,700.00	$ 2.00	$ 1,500.00	$ 4.70	$ 3,525.00
Borrow Excavation	500	$ 10.50	$ 5,250.00	$ 17.50	$ 8,750.00	$ 12.25	$ 6,125.00
Asphalt Concrete Surface Course, Type S9.5B	115	$ 93.00	$ 10,695.00	$ 105.00	$ 12,075.00	$ 110.00	$ 12,650.00
Asphalt Concrete Surface Course, Type I19.0B	230	$ 75.00	$ 17,250.00	$ 97.00	$ 22,310.00	$ 90.00	$ 20,700.00
Subsurface Exploration	2	$ 140.00	$ 280.00	$ 355.00	$ 710.00	$ 350.00	$ 700.00
Flowable Fill	10	$ 170.00	$ 1,700.00	$ 155.00	$ 1,550.00	$ 200.00	$ 2,000.00
	Total		$ 111,812.50		$ 128,900.00		$ 128,275.00

W. Ward Emergency Repairs

APAC Atlantic Inc. Thompson Arthur Division

2800 Asphalt Dr.

Winston Salem, NC 27105

Contact: Billy Braddy

Mobile phone: 336-516-2970

Fax: 336-759-0378

Quote To:	City of High Point P.O. Box 230 High Point, NC 27261	Job Name: Date:	W. Ward Emergency Repairs 11-12-2012
Attn:	Mr. Scott Cherry		
Phone:	336-883-3273		
Fax:	336-822-7041		

We are pleased to quote the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1.00	LS	3,500.00	3,500.00
5	Removal of Existing Asphalt Pavement	1,000.00	SY	3.25	3,250.00
10	Removal of Existing Concrete Pavement	1,000.00	SY	1.90	1,900.00
15	Granite Curb Removal	250.00	LF	2.80	700.00
17	Unclassified excavation	250.00	CY	21.05	5,262.50
20	Seeding and Mulching	100.00	SY	10.00	1,000.00
25	ABC	1,900.00	TON	28.00	53,200.00
30	Undercut	500.00	CY	10.25	5,125.00
35	Filter Fabric for Subgrade Stabilization	750.00	SY	3.60	2,700.00
40	Borrow Excavation	500.00	CY	10.50	5,250.00
45	Asph Conc Surf Course Type S9.5B	115.00	TON	93.00	10,695.00
50	Asph Conc Inter Course Type I19.0B	230.00	TON	75.00	17,250.00
55	Subsurface Exploration	2.00	HR	140.00	280.00
60	Flowable Fill	10.00	CY	170.00	1,700.00
GRAND TOTAL					**$111,812.50**

NOTES:

We Include:

One mobilization. Each additional mobilization will be charged at $1,500.00 each.
A Certificate of Insurance for all insurance required for our portion of the work.
QMS Testing both at the plant and roadway.

We Exclude:

All maintenance and adjustment of existing structures and pavements.
All engineering and stake-out.
Bond (If required, please call for rate).

Other:

Acknowledgement that proof rolling, asphalt binder, and traffic control are incidental to other pay items.

We appreciate the opportunity to quote you on this work.

Sincerely,

William Braddy
Project Estimator

SHARPE BROS. Greensboro, NC
GRADING, PAVING & UTILITIES
A Division of Vecellio & Grogan, Inc.

Sharpe Brothers, A Division of Vecellio & Grogan, Inc.
P.O. Box 35387
Greensboro, NC 27425
Phone: 336-235-2756 Fax: 336-235-2743

Submitted To:	**City of High Point**	**Date:**	**11/13/2012**
Project:	**West Ward Street Emergency Repairs**		
Contact:	**Scott Cherry**	**Job Location:**	**High Point, NC**

ITEM NO.		DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1		Mobilization	1	ls	$7,800.00	$7,800.00
2		Removal of Existing Asphalt	1000	sy	$6.65	$6,650.00
3		Removal of Existing Concrete	1000	sy	$6.65	$6,650.00
4		Granite Curb Removal	250	lf	$5.00	$1,250.00
5		Unclassified Excavation	250	cy	$25.00	$6,250.00
6		Seeding & Mulching	100	sy	$5.50	$550.00
7		ABC	1900	ton	$24.50	$46,550.00
8		Undercut Excavation	250	cy	$13.75	$3,437.50
9		Filter Fabric for Subgrade Stabilization	750	sy	$4.70	$3,525.00
10		Borrow Excavation	500	cy	$12.25	$6,125.00
11		S9.5B	115	ton	$110.00	$12,650.00
12		I19.0B	230	ton	$90.00	$20,700.00
13		Subsurface Exploration	2	hr	$350.00	$700.00
14		Flowable Fill	10	cy	$200.00	$2,000.00
					Total:	**$124,837.50**

1. The emergency repair area is approximately 300' long by 30' wide

2. Scope of work includes: asphalt pavement removal (2"), concrete pavement removal (4"), granite curb removal, seeding and mulching, ABC, undercut, borrow excavation, and asphalt pavement.

3. All work will be in accordance with the NCDOT Standard Specifications, and proof rolling, asphalt binder, and traffic control are incidental to other pay items.

4 Sharpe Brothers can move on site Nov 19 at the earliest with no work over the Thanksgiving weekend.

5. When the granite curb is removed, the inspector will coordinate loading on a City truck.

Sincerely,

Rob Stafford

Sharpe Brothers A Division of Vecellio & Grogan, Inc.

LARCO
CONSTRUCTION

a division of Branscome, Inc.
4130 North Glenn Avenue
Winston-Salem, North Carolina 27105
(336) 767-3500 • (336) 767-7427 fax

Proposal

November 13, 2012

Mr. Scott Cherry
City of High Point
211 S. Hamilton Street
High Point, North Carolina 27261

Project: **West Ward Avenue**
Project No.:
Owner: City of High Point
Location: High Point, Guilford County

2623

Larco Construction, a division of Branscome, Inc., (Larco) agrees to furnish all labor, equipment and materials to perform the listed scope of work on the above referenced project in accordance with the governing specifications, as applicable.

Item	Description	Quantity	Unit	Unit Price	Item Total
1	Mobilization	1	LS	$5,000.00	$5,000.00
2	Demo Asphalt Pavement	1,000	SY	$1.45	$1,450.00
3	Demo Concrete Pavement	1,000	SY	$2.85	$2,850.00
4	Granite Curb Removal	250	LF	$6.90	$1,725.00
5	Unclassified Excavation	250	CY	$15.20	$3,800.00
6	Seeding and Mulching	100	SY	$12.50	$1,250.00
7	ABC	1,900	TN	$30.70	$58,330.00
8	Undercut Excavation	500	CY	$15.20	$7,600.00
9	NCDOT Type 4 Stabilization Geotextile	750	SY	$2.00	$1,500.00
10	Borrow Excavation	500	CY	$17.50	$8,750.00
11	S9.5B Asphalt	115	TN	$105.00	$12,075.00
12	I19.0B Asphalt	230	TN	$97.00	$22,310.00
13	Subsurface Exploration	2	HR	$355.00	$710.00
14	Flowable Fill	10	CY	$155.00	$1,550.00
				Total	**$128,900.00**

General Notes:
- This is a unit price proposal. Final item totals will be based upon field measured quantities using the unit prices listed above.
- This proposal is valid for fifteen days from the date submitted and is good for all work performed prior to December 7, 2012.
- If Larco receives a written notice of award prior to 10:00 A.M. on any workday, Larco will begin construction one workday later.
- If Larco receives a written notice of award after 10:00 A.M. on any workday, Larco will begin construction two workdays later.
- This proposal is based upon establishing a mutually agreeable contract that contains all of the conditions listed herein.

The following items are the responsibility of City of High Point:
- Allowing the work to be performed in a continuous, sequential, unobstructed and uninterrupted manner.
- Providing engineering, inspection, permits, fees, material testing, and surveying.
- Providing hauling for the removal of existing granite curb that will be loaded by Larco's workforce.
- Scheduling performance of the work during Monday through Friday work weeks, daylight hours only.
- Scheduling asphalt paving in accordance with the climatic limitations defined in Section 610-4 of the NCDOT 2012 Standards.
- Repairing or replacing any damage to Larco's installed work, except for damage caused by Larco or its subcontractors.
- Providing full payment within thirty days after receiving a partial monthly invoice or a final invoice from Larco.
- Paying the highest legal monthly interest rate on all unpaid balances that exceed the thirty day payment term.

The following items are included in Larco's scope of work:
- Providing asphalt material testing and asphalt compaction testing.
- Providing insurance certificate limits of $2M for general liability, $1M for workers compensation, and $2M for automobile liability.
- Traffic control, asphalt binder and proof rolling are incidental to the work.

The following items are specifically excluded from Larco's scope of work:
- Providing performance and payment bonds. If required, add 1.0% to proposal total.
- Working on November 22nd through November 25th of the upcoming Thanksgiving holiday weekend.
- Applying prime coat or sand seal.
- Adjusting manholes, handholes, valve boxes, or any other underground appurtenance.
- Providing pavement markings, pavement markers or signs.

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 13, 2012 and before the City Council of the City of High Point on November 19, 2012 regarding **Zoning Case 12-14** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on November 4, 2012, for the Planning and Zoning Commission public hearing and on November 8, 2012 and November 15, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 19, 2012.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Planned Unit Development Mixed (PDM) District.** The property is approximately 70 acres lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive. The property is also known as Guilford County Tax Parcels Guilford County Tax Parcels 0209695, 0212263, 0212284, 0218575 and 0212274 thru 0212280.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the

applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Sketch Plan and the specific conditions listed in this Permit.

1. Tract A: Any of the land uses allowed in the Shopping Center District (SC) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.

2. Tract B: Any of the land uses allowed in the General Office High Intensity District (GO-H) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

3. Tract C:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein**; or**
   b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

4. Tract D:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein**; or**
   b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

5. Tract E: Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.

6. Tract F:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and

dimensional requirements of the SC District and the specific conditions listed herein**; or**

b. Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District; **or**

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

Part II. CONDITIONS:

A. Prohibited Uses: Within 250 feet of the W. Wendover Avenue right-of-way or upon any lot abutting W. Wendover Avenue right-of-ways, the following land uses shall be prohibited:

Recreational Uses:
1. Bingo Games
2. Golf Courses, miniature
3. Skating Rinks

Educational & Institutional Uses:
1. Auditoriums, Coliseums, or Stadiums

Business, Professional & Personal Service Uses:
1. Laundromats, Coin-Operated
2. Television, Radio or Electronic Repairs (principal use)

Retail Trade Uses:
1. Building Supply Sales (with storage yard)
2. Services Stations, Gasoline

Other Uses:
1. Storage Trailers (accessory uses)
2. Demolition Debris Landfills, Minor

B. Prohibited Uses within in individual tracts:
1. The following GO-H District uses shall be prohibited in Tracts C, D and F
   a. Boarding and Rooming Houses (9 or less)
   b. Boarding and Rooming Houses (10 or more)
   c. Group Care Facilities
   d. Private Dormitories
   e. Shelters for the Homeless

f. Shelters, Temporary
g. Single Family Detached Dwellings

2. The following LI District uses shall be prohibited in Tract F
   a. All Residential Uses
   b. Recreational Uses
      1). Amusement or Water Parks, Fairgrounds
      2). Bating cages
      3). Go-cart Raceways
      4). Golf Course, Miniature
      5). Golf Course
      6). Golf Driving Ranges
   c. Business, Professional, and Personal Services Uses:
      1). Automobile Rental or Leasing
      2). Automobile Repair Services, Major
      3). Automobile Repair Services, Minor
      4). Automobile Towing and Storage Services
      5). Boat Repairs
      6). Car Washes
      7). Equipment Rental & leasing (with outside storage)
      8). Equipment Repair, Light
      9). Hotels or Motels
      10). Kennels or Pet Grooming Services
      11). Laundry and Dry Cleaning substations
      12). Truck Driving Schools
      13). Truck & Utility Trailer Rental & Leasing, light
      14). Truck & Utility Trailer Rental & Leasing, heavy
   d. Retail Trade Uses:
      1). Boat Sales
      2). Building Supply Sales (with storage yard)
      3). Bulky Item Outdoor Sales
      4). Convenience Stores (with gasoline pumps)
      5). Convenience Stores (without gasoline pumps)
      6). Fuel Oil Sales
      7). Manufactured Home Sales
      8). Motor Vehicle Sales (new and used)
      9). Motorcycle Sales
      10). Recreational Vehicle Sales
      11). Service Station, Gasoline
      12). Tire Sales
      13). Truck Stops
   e. Wholesale Trade Uses
      1). Farm supplies (other) (Ref. SIC 5191)
      2). Forest products (Ref. SIC 5099)

3). Lumber and millwork (Ref. SIC 5031)
4). Lumber and other construction materials (Ref. SIC 5030)
5). Motor vehicles (Ref. SIC 5012)

f. Transportation, Warehousing & Utilities:
1). Demolitions Debris Landfills, Minor
2). Heliports
3). Moving and storage services
4). Recycling processing centers
5). Taxi terminals)
6). Transportation, Warehousing & Utilities
7). Trucking or freight terminals
8). Utility equipment and storage yards

g. Manufacturing and Industrial Uses
1). Fats and oils plant
2). Manufacturing of manufactured housing and wood buildings
3). Motorcycle assembly

h. Other Uses
1). Storage Trailers (accessory)
2). Storage trailers as a principal use

C. Development & Dimensional Standards:
1. Tract A & E
a. Drive-through/service windows and menu boards shall not be permitted between the principal building and the street right-of-way along the West Wendover and Samet Drive street frontage.
b. Any use with gasoline pumps shall be designed so that the canopy and the gasoline pumps are no closer to the W. Wendover Avenue street right-of-way than the front façade of the principal building.
c. Automobile bays shall not face West Wendover Avenue. Furthermore, air hoses, vacuum pedestals and other outdoor automobile service equipment shall not be located between the principle building and the West Wendover Avenue right-of-way.

2. Tract B
a. In addition to the development and dimensional requirements of the GO-H District, Section 9-4-11(b)4b.1&2 of the Development Ordinance, is not required for Tract B, and instead the minimum distance between multifamily residential buildings shall be fifteen (15) feet.

3. Tracts C and D and F
a. If developed as multifamily residential, then the dimensional requirements for multifamily residential under the GO-H District shall apply, with exception to Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet.

b. If developed as SC District uses, then the minimum 20,000 square foot lot size requirement shall not apply.

D. Architectural Design:
1. Tracts A and E shall be subject to the–architectural requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(e), (Architecture), of the Development Ordinance.
2. The exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
3. Metal and vertical sided buildings shall be prohibited on the rezoning site.

E. Landscaping, Buffering & Screening:
1. Tract A and Tract E shall be subject to the landscaping requirements of the Eastchester Scenic Overlay District, section 9-4-4(c)(4)(c), (Landscaping) and Table 4-4-1 (Penny Road north to Gallimore Dairy Road), of the Development Ordinance for W. Wendover Avenue, except that the minimum street yard width along W. Wendover Avenue shall be twenty (20) feet.
2. A minimum eight (8) foot wide street yard planted at a type C planting yard rate shall be established along the Samet Drive street frontage.
3. A minimum five (5) foot wide Type D planting yard shall be provided adjacent to Guilford County Tax Parcels 0209694 *(4110 Premier Drive)* and 0209702 *(4350 Premier Drive).*
4. Parking lot landscaping shall be provided within and adjacent to parking areas designed to shade and improve the attractiveness of large areas of pavement. Parking lot canopy trees required at a rate of one (1) canopy tree per twelve (12) parking spaces.
5. Dumpsters shall be screened as required by Section 9-5-1(d)(2) of the Development Ordinance.
6. At the tract boundary line between residential and non-residential uses a minimum Type D planting yard shall be installed.

F. Transportation**:**
1. Right-of-way: Where turn lanes are required along Wendover Avenue, an additional 12 feet of right-of-way shall be dedicated from the new back of curb or the new edge of pavement of the turn lane, if required by the High Point Transportation Department or the North Carolina Department of Transportation (NCDOT).

2. Vehicular Access: The property shall have access to public streets as follows:
   a. W. Wendover Avenue: Two (2) points of access shall be allowed to W. Wendover Avenue. One (1) shall be a right-in/right-out access located approximately 600 feet east of Samet Drive that allows left turns in from W.

Wendover via left-over, and one (1) shall be a full access that aligns with existing Gisbourne Drive.

b. Samet Drive: Three (3) points of access shall be allowed to Samet Drive. One (1) shall align with Brian Jordan Place; one (1) shall align with the driveway to the Food Lion; and one (1) shall align with John Gordon lane.
c. Premier Drive: One (1) point of access shall be allowed to Premier Drive. Unless vehicular access from the rezoning site to Premier Drive is provided via a public street, the development's traffic circulation system shall be designed to discourage through traffic movements from Samet Drive and W. Wendover Avenue to Premier Drive.

3. Road Improvements:
   a. A traffic control device shall be installed on Samet Drive at the main access to the theater when warranted.
   b. Dual left turn lanes shall be provided on eastbound W. Wendover Avenue into Samet Drive and from southbound Samet Drive onto W. Wendover Avenue.
   c. An additional lane will be required on Samet Drive to accept traffic from the eastbound dual left turn lane from W. Wendover Avenue. This lane shall not end before the entrance to the theater.
   d. A left-over from W. Wendover Avenue into the proposed driveway between Samet Drive and Gisbourne Drive must be approved by the NCDOT. If allowed this left-over will require the installation of a left turn lane along W. Wendover Avenue. Also, a right turn lane shall be required at the access point on W. Wendover Avenue into the site.
   e. The developer shall provide a southbound right turn lane at the access point on Premier Drive.
   f. The developer shall provide a westbound right turn lane on Wendover Avenue at the access point opposite Gisboume Drive.
   g. The developer shall be responsible for a new traffic signal at the intersection of Wendover Avenue and Gisbourne Drive when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System.
   h. An additional eastbound left turn lane and the traffic signal at the intersection of Gisbourne Drive and Wendover Avenue must be constructed prior to the issuance of Certificate of Occupancy for any building(s) or addition(s) that individually or collectively exceeds a 65,000 sq. ft on tracts D & E or at the request of City of High Point, whichever occurs first.

4. Pedestrian Access:
   a. The developer shall install a sidewalk on the east side of Samet Drive along the property frontage.
   b. A pedestrian access system shall be provided so as to provide safe and convenient pedestrian access to recreational areas for all dwelling units.
   c. A pedestrian access plan for the entire rezoning site shall be submitted for review and approval by the City of High Point Technical Review

Committee. This plan shall be submitted as a part of the Preliminary Plat approval process.

d. Once 50% of a tract's land area is developed or 50% of the tract's dwelling units are constructed, which ever occurs first, the required pedestrian access shall be required to be installed.
e. In the event pedestrian trails (not including sidewalks in ROW) are used, they shall consist of all weather surface material. Trails and walkways shall be no less than five (5) feet in width. The location of all trails shall be indicated on plans submitted for approval.

5. The City of High Point Director of Transportation and the NCDOT shall approve all construction and improvements.

G. Parking: Parking shall be subject to the requirements of the Development Ordinance.

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

I. Signs:
1. Tract A and that portion of Tract E, lying between West Wendover Avenue and the Private Drive (as depicted on PUD Master Plan) shall be subject to the signage requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(d), (Signage), of the Development Ordinance.
2. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance.
3. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval. This plan may include the allowance of two Development Identification Signs, as allowed by the SC District in Table 5-16-2, one at the intersection of W. Wendover Avenue and Samet Drive and one at the W. Wendover Avenue entrance lying opposite Gisbourne Drive.
4. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.

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

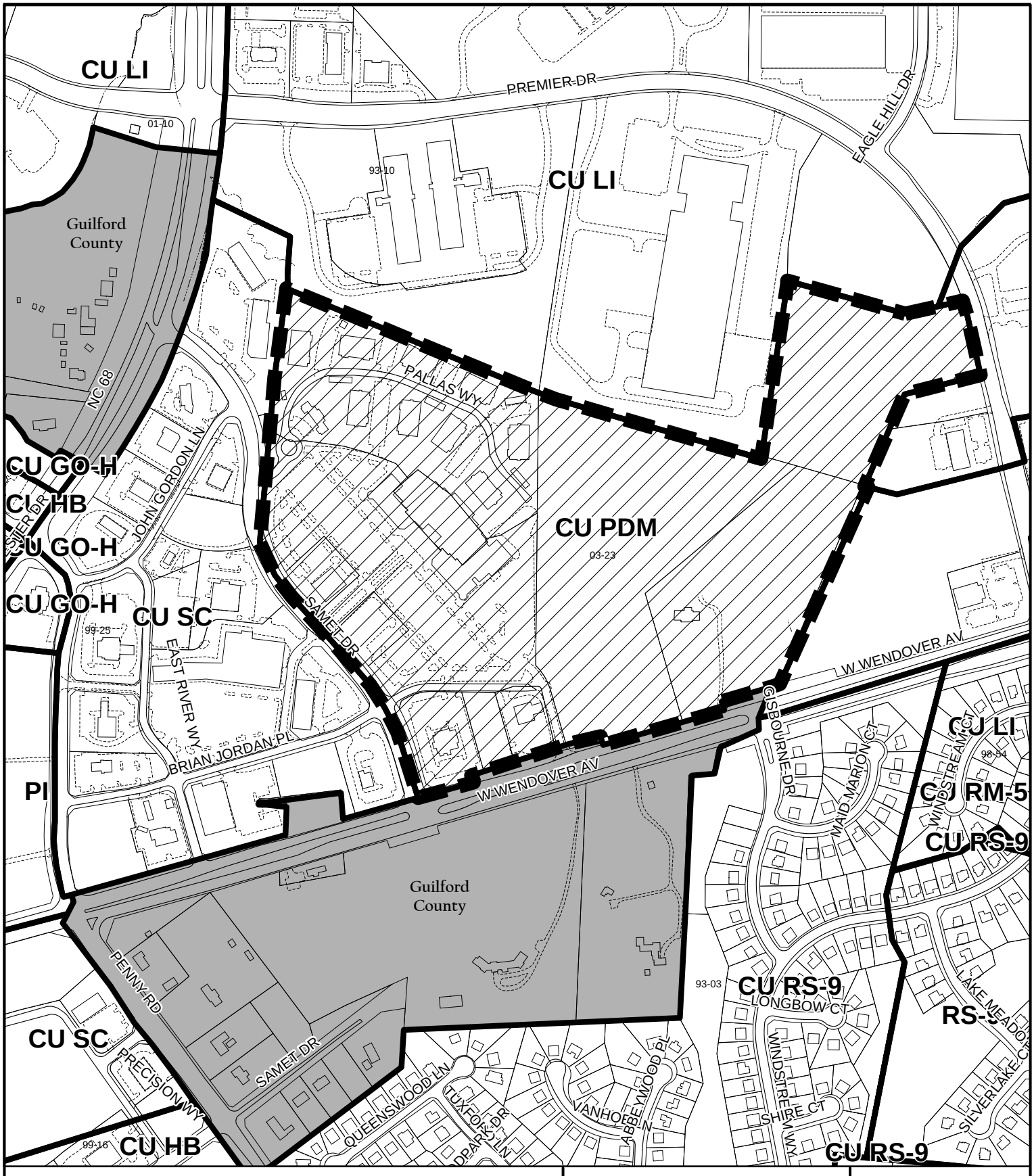
SECTION 3
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
19th day of November, 2012.

Lisa B. Vierling, City Clerk



ZONING CASE 12-14

From: Conditional Use Planned Unit Development-Mixed
To: Planned Unit Development-Mixed

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 25, 2012

N

Scale: 1'=500'

y:/ba-pz/2012/pz/z12-14.mxd

NC HIGHWAY 68
200' PUBLIC R/W

JOHN GORDON LANE
40' PRIVATE DRIVE EASEMENT
(PAVED 30' FC-FC)

SAMET DRIVE
84' PUBLIC R/W
PAVED 52' MIN. F.C.-F.C. (VARIES)

BRIAN JORDAN PLACE
40' PRIVATE DRIVE EASEMENT
(PAVEMENT WIDTH VARIES)

WEST WENDOVER AVENUE
R/W AND PAVEMENT WIDTH VARIES

PREMIER DRIVE
80' PUBLIC R/W

PALLADIUM COMMONS
PALLADIUM COMMONS, LLC
5870 SAMET DRIVE
LOT 4
SHOPPES @ DEEP RIVER
PB 161, PG 58
DB 7074, PG 2281
PARCEL #0212262
ZONED: GI SC (98-25)

HAM'S RESTAURANT
HAMBONE DOG PROPERTIES, LLC
5840 SAMET DRIVE
LOT E-2
SHOPPES @ DEEP RIVER
±1.000 ACRE
PB 155, PG 60
DB 6306, PG 2545
PARCEL #0212278
ZONED: GI PDM (03-23)

BRG DEEP RIVER, LLC
5820 SAMET DRIVE
LOT F
SHOPPES @ DEEP RIVER
±1.000 ACRE
PB 155, PG 60
DB 6126, PG 1503
PARCEL #0212279
ZONED: GI PDM (03-23)

SAMET SHOPPES, LLC
5815 SAMET DRIVE
LOT 1
SHOPPES @ DEEP RIVER
1.548 ACRES
PB 141, PG 60
DB 6625, PG 1088
PARCEL #0212250
ZONED: GI SC (98-25)

BURGER KING
JEFFREY BRIAN HARRISON
NEXCAN MALL, INC
5805 SAMET DRIVE
LOT 3D
DLS PENNY ROAD, LLC &
WEST WENDOVER ASSOCIATES, LLC
±1.401 ACRES
PB 125, PG 10
DB 5746, PG 564
PARCEL #0212232
ZONED: GI SC (98-25)

OLIVE GARDEN
GMRI, INC
4006 BRIAN JORDAN PLACE
LOT B-2
SHOPPES @ DEEP RIVER
1.98 ACRES
PB 180, PG 123
DB 7282, PG 2711
PARCEL #0212278
ZONED: GI PDM (03-23)

BRG DEEP RIVER, LLC
4008 BRIAN JORDAN PLACE
LOT B-3
SHOPPES @ DEEP RIVER
±2.085 ACRES
PB 180, PG 123
DB 6219, PG 1730
PARCEL #0212575
ZONED: GI PDM (03-23)

CAROLINA BANK
4010 BRIAN JORDAN PLACE
LOT B-1
SHOPPES @ DEEP RIVER
1.00 ACRE
PB 161, PG 191
DB 6464, PG 828
PARCEL #0212280
ZONED: GI PDM (03-23)

RETAIL/OFFICE
PALLADIUM RETAIL, LLC
5836 SAMET DRIVE
LOT D
SHOPPES @ DEEP RIVER
±14.2941 ACRES
PB 161, PG 58
DB 6219, PG 1730
PARCEL #0212271
ZONED: GI PDM (03-23)

PALLADIUM PARK APARTMENTS
BRG MAJESTIC APARTMENTS, LLC
5900 PALLADIUM CIRCLE DRIVE
LOT C
SHOPPES @ DEEP RIVER
±12.0171 ACRES
PB 161, PG 58
DB 6186, PG 1526
PARCEL #0212263
ZONED: GI PDM (03-23)

NSPG-PIEDMONT TRIAD PARTNERS II, LLC
4010 PREMIER DRIVE
LOT 3-B
PIEDMONT CENTRE
SECTION X - PHASE 2
PB 112, PG 102
DB 6823, PG 2671
PARCEL #0209103
ZONED: GI LI (93-10)
VACANT

FASTENAL COMPANY
4110 PREMIER DRIVE
LOT 1A
PIEDMONT CENTRE
SECTION X
PB 112, PG 61
DB 6008, PG 918
PARCEL #0209464
ZONED: GI LI (93-10)

LEONARD S. SAMET AND WIFE, ELLEN B. SAMET
4350 PREMIER DRIVE
LOT 2D
PIEDMONT CENTRE
SECTION X
PB 135, PG 124
DB 5574, PG 591
PARCEL #0209702
ZONED: GI LI (93-10)
VACANT

DFC PREMIER DRIVE, LLC
4460 PREMIER DRIVE
LOT 2C
PIEDMONT CENTRE
SECTION X
±9.105 ACRES
PB 135, PG 124
DB 7070, PG 2018
PARCEL #0209693
ZONED: GI PDM (03-23)
VACANT

WOMEN'S HEALTH CENTERS USA, LLC
4510 PREMIER DRIVE
LOT 2
PIEDMONT TRIAD CENTER
PB 161, PG 84
DB 5000, PG 1521
PARCEL #0206205
ZONED: GI LI (94-35)

S. LOMELL EASTER
4550 PREMIER DRIVE
LOT 2A
PIEDMONT CENTRE
SECTION XI
PB 132, PG 34
DB 6859, PG 1762
PARCEL #0206203
ZONED: GI LI (01-14)
VACANT

TRACT "A"
SHOPPING CENTER (SC)

TOTAL AREA ..... ±21.770 Ac.
MAXIMUM INDIVIDUAL RETAIL BLDG ..... 40,000 SF
(EXCLUDING THEATERS)
MAXIMUM GROSS BUILDING AREA ..... 200,000 SF
OPEN SPACE REQUIRED: ..... ±2.17 Ac.
OPEN SPACE PROVIDED: ..... ±2.15 Ac. (as of 9-20-10)

TRACT "B"
PALLADIUM PARK APARTMENTS
GENERAL OFFICE HIGH INTENSITY (GO-H)

TOTAL AREA ..... ±12.017 Ac.
MAXIMUM RESIDENTIAL UNITS 216
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... ±5.41 Ac.
OPEN SPACE PROVIDED: ..... ±6.76 Ac.

TRACT "C"
(SC / GO-H)

TOTAL AREA ..... ±5.409 Ac.
MAXIMUM RESIDENTIAL UNITS 139
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "D"
(SC / GO-H)

TOTAL AREA ..... ±7.886 Ac.
MAXIMUM RESIDENTIAL UNITS 202
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "E"
GENERAL BUSINESS (SC)

TOTAL AREA ..... ±13.778 Ac.

TRACT "F"
(SC / GO-H / LI)

TOTAL AREA ..... ±9.105 Ac.
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "A"
±21.770 Ac.
SC

TRACT "B"
±12.017 Ac.
GO-H

TRACT "C"
±5.409 Ac.
SC
GO-H

TRACT "D"
±7.886 Ac.
SC
GO-H

TRACT "E"
±13.778 Ac.
SC

TRACT "F"
±9.105 Ac.
SC
GO-H
LI

NEW LOT 14-8
±5.409 ACRES

NEW LOT 14-7
±7.886 ACRES

NEW LOT 14-6
±9.836 ACRES

NEW LOT 14-3
±1.374 ACRES

NEW LOT 14-4
±1.206 ACRES

NEW LOT 14-5
±1.351 ACRES

PLAT NORTH
PB 156, PG 122
DATED 10/16/2004

VICINITY MAP
Not to Scale

TYPE "A" SIGN

TYPE "A" SIGN
20'x40' SIGN EASE.

BRICK MONUMENT SIGN

ACCESS POINT

50' BUILDING SETBACK

20' STREET PLANTING YARD

8' STREET PLANTING YARD

PRIVATE DRIVE

OLD PROPERTY LINE

(FUTURE TURN LANE)

50' PIEDMONT NATURAL GAS EASEMENT

25' RAILROAD RIGHT OF WAY
PB 156, PG 122

OUTFALL EASEMENT

150' STORMWATER FACILITY EASEMENT
DB 4532 @ PG 340

50' PROTECTED DRAINAGE AREA

TO PREMIER DRIVE

STREAM BUFFER SECTION DETAIL :
(SEE STREAM BUFFER DETAILS IN THE ILLUSTRATIONS AND DETAILS APPENDIX)

ZONE 1 - UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET FROM TOP OF STREAM BANK (SEC. 9-7-6(D)).
ZONE 2 - UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC. 9-7-6(D)(3)B.
VEGETATIVE BUFFER - VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE RIPARIAN STREAM BUFFER (ZONE 1 AND 2). NO BUILT UPON AREA EXCEPT AS PROVIDED IN SEC. 9-7-6(D)(3)C.

TOP OF BANK
℄ OF STREAM

ZONE 2
UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC 9-7-6(d)(3)b.

ZONE 1
AN UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET FROM THE TOP OF BANK OR MEAN HIGH WATER LEVEL OF OTHER WATER BODIES.

VEGETATIVE BUFFER
50' MEASURED FROM THE LIMITS OF ZONE 2 WHICH SHALL HAVE NO IMPERVIOUS SURFACE AREA

PERENNIAL STREAM
HIGH DENSITY DEVELOPMENT
Not to Scale

GRAPHIC SCALE
100 50 0 100 200
1 INCH =100 FEET

THIS MAP IS NOT A SURVEY

OWNER/ DEVELOPER:
WEST WENDOVER LAND DEVELOPMENT, LLC
DFC PREMIER DRIVE, LLC
5826 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27265
CONTACT: CHRISTOPHER T. DUNBAR, MANAGER
PHONE: (336) 889-1500
FAX: (336) 889-1501

ENGINEER:
CPT ENGINEERING & SURVEYING, INC.
4400 TYNING STREET
HIGH POINT, NC 27265
CONTACT: STEVEN T. WEBB, P.E.
PHONE: (336) 812-8800 ext. 310
FAX: (336) 812-8780

REVISIONS
-

CPT ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

PRELIMINARY

PUD MASTER PLAN
THE SHOPPES AT DEEP RIVER
TRACTS A - F
HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

SCALE: 1" = 100'
DATE: 9/20/2012
PROJECT: 190-02
DRAWN BY: TGL,STW
SHEET

Nov 06, 2012 P:\Projects\190-02\Work\PDW\190-02-WILLARD-MASTER PLAN.dwg Tab: Name: PUD BASE LE PLAN

City of High Point, North Carolina

Report to Members of City Council

November 6, 2012

McGladrey

Assurance ▪ Tax ▪ Consulting

McGladrey LLP
P. O. Box 2470 (27402-2470)
230 N. Elm St., Ste 1100
Greensboro, NC 27401-2436
336.273.4461
www.mcgladrey.com

McGladrey

November 6, 2012

The Members of the City Council
City of High Point, North Carolina
P.O. Box 230
High Point, North Carolina 27261

Attention: Mr. Latimier B. Alexander IV

We are pleased to present this report related to our audit of the financial statements of City of High Point, North Carolina (the City) for the year ended June 30, 2012. This report summarizes certain matters required by professional standards to be communicated to you in your oversight responsibility for the City's financial reporting process.

This report is intended solely for the information and use of the City Council and management and is not intended to be and should not be used by anyone other than these specified parties. It will be our pleasure to respond to any questions you have about this report. We appreciate the opportunity to continue to be of service to City of High Point, North Carolina.

McGladrey LLP

Member of the RSM International network of independent accounting, tax and consulting firms.

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Representation Letter

Required Communications

Statement on Auditing Standards No. 114 requires the auditor to communicate certain matters to keep those charged with governance adequately informed about matters related to the financial statement audit that are, in our professional judgment, significant and relevant to the responsibilities of those charged with governance in overseeing the financial reporting process. The following summarizes these communications.

Area	Comments
Auditor's Responsibility Under Professional Standards	Our responsibility under auditing standards generally accepted in the United States of America; *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act; OMB Circular A-133; and OMB's *Compliance Supplement* has been described to you in our arrangement letter dated March 30, 2012.
Accounting Practices	**Adoption of, or Change in, Accounting Policies** Management has the ultimate responsibility for the appropriateness of the accounting policies used by the City. The City did not adopt any significant new accounting policies nor have there been any changes in existing significant accounting policies during the current period. **Significant or Unusual Transactions** We did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. **Alternative Treatments Discussed with Management** We did not discuss with management any alternative treatments within generally accepted accounting principles for accounting policies and practices related to material items during the current audit period.
Management's Judgments and Accounting Estimates	Summary information about the process used by management in formulating particularly sensitive accounting estimates and about our conclusions regarding the reasonableness of those estimates is in the attached "Summary of Accounting Estimates."
Financial Statement Disclosures	In our meeting with you, we will discuss with you the following items as they relate to the neutrality, consistency, and clarity of the disclosures in the financial statements: • Grant revenue • Revenue and expenditure recognition

Area	Comments
Audit Adjustments	There were no audit adjustments made to the original trial balance presented to us to begin our audit.
Disagreements with Management	We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on any significant matters, the scope of the audit, or significant disclosures to be included in the financial statements
Consultations with Other Accountants	We are not aware of any consultations management had with other accountants about accounting or auditing matters.
Significant Issues Discussed with Management	No significant issues arising from the audit were discussed or were the subject of correspondence with management.
Difficulties Encountered in Performing the Audit	We did not encounter any difficulties in dealing with management during the audit.
Significant Written Communications Between Management and Our Firm	Copies of significant written communications between our firm and the management of the City are attached as Exhibit A.

City of High Point, North Carolina

Summary of Accounting Estimates

Year Ended June 30, 2012

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. You may wish to monitor throughout the year the process used to determine and record these accounting estimates. The following describes the significant accounting estimates reflected in the City's June 30, 2012, financial statements.

Area	Accounting Policy	Estimation Process	Comments
Allowance for doubtful accounts receivable	A reserve is established to write-down the receivable balance to its likely collectible value.	Uncollectible utility accounts receivable for current year, 1st prior year, and 2nd prior year were estimated to be 5%, 85% and 95%, respectively. Utility receivables older than three years old are fully reserved. Property tax allowance for doubtful accounts is calculated based on an average of historical collection percentages. The calculation is the average uncollected percentage multiplied by the total outstanding taxes receivable.	The policy has been consistently applied. We have not noted any problems with collectability or write-offs.
Capital asset depreciable lives	Assets are assigned lives from 3 – 50 years based on the type of asset.	Lives are assigned based on historical usage.	The policy has been consistently applied.
Valuation of developer-contributed infrastructure	Developer-contributed infrastructure is assigned a cost basis for depreciation purposes.	The City's cost basis per linear foot of roads is based on the City's actual average cost to build and includes estimates for engineering, design and right of way. Water and Sewer lines are based on the City's typical cost per foot.	The method is logical for estimating fair value and consistent from year to year.

Area	Accounting Policy	Estimation Process	Comments
Other post employment benefit liability	A liability is recorded for the unfunded portion of promised benefits for past services.	The City contracted with an actuarial specialist to calculate the future service obligation, required annual contribution, and liability.	The liability is materially consistent with the City's policy and follows the requirements of GASB 45.
Landfill post-closure costs	The City recognizes 100% of the liability for the closure and post-closure estimate and has provided 100% of the resources required for that purpose.	The City utilizes the expertise of an engineering firm that has performed the feasibility studies and assisted in the engineering design and permitting processes for the previous phases of the Kersey Valley Landfill to provide periodic closure and post-closure cost estimates related to the active phases of the landfill operation. In connection with its current work, the engineering firm provided a comprehensive update of the closure and post-closure costs for the fiscal year ended June 30, 2009. In other years, the City updated the estimated costs for closure and post-closure costs based on the recommended adjustment index, which approximates CPI provided by the NC Department of Environment and Natural Resources - Solid Waste Division on the prior estimated calculations.	The method is logical for estimating fair value and in accordance with accounting principles generally accepted in the United States.

Exhibit A – Significant Written Communications between Management and Our Firm

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

November 6, 2012

McGladrey LLP
P. O. Box 2470
Greensboro, North Carolina 27402-2470

In connection with your audit of the basic financial statements of City of High Point, North Carolina (the "City") as of and for the year ended June 30, 2012, we confirm that we are responsible for the fair presentation in the financial statements of financial position, changes in financial position and cash flows in conformity with accounting principles generally accepted in the United States of America.

We confirm to the best of our knowledge and belief, as of November 6, 2012, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America.

2. We have identified for you all organizations that are a part of this reporting entity or with which we have a relationship, as these organizations are defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, that are:
   a. Component units.
   b. Other organizations for which the nature and significance of their relationship with City of High Point, North Carolina are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.
   c. Jointly governed organizations in which we participated.

3. We are not a component unit of any primary government as this term is defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards.

4. We are not considered as an other organization for which the nature and significance of our relationship with such primary government unit that exclusion of our financial information would cause that primary government's reporting entity's financial statements to be misleading or incomplete, as these terms are defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards.

5. We are not considered a joint venture in relation with the terms defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards.

6. We are not a jointly governed organization in relation with the terms defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards.

7. We have identified for you all of our funds, governmental functions, and identifiable business-type activities.

8. We have properly classified all funds and activities.

9. We have properly determined and reported the major governmental and enterprise funds based on the required quantitative criteria. We have determined the following fund to be major for public interest reasons: General Capital Projects Funds. We believe that all judgmentally determined major funds are particularly important to the financial statement users.

10. We are responsible for compliance with laws and regulations applicable to the City including adopting, approving, and amending budgets.

11. We have identified and disclosed to you all laws and regulations that have a direct and material effect on the determination of financial statement amounts including legal and contractual provisions for reporting specific activities in separate funds.

12. We have made available to you:
    a. All financial records and related data of all funds and activities, including those of all special funds, programs, departments, projects, activities, etc., in existence at any time during the period covered by your audit.
    b. All minutes of the meetings of the governing board and committees of board members or summaries of actions of recent meetings for which minutes have not yet been prepared.
    c. All communications from grantors, lenders, other funding sources, or regulatory agencies concerning noncompliance with:
        (1) Statutory, regulatory, or contractual provisions or requirements.
        (2) Financial reporting practices that could have a material effect on the financial statements.

13. We have no knowledge of fraud or suspected fraud affecting the entity involving:
    a. Management.
    b. Employees who have significant roles in the internal control.
    c. Others where the fraud could have a material effect on the financial statements.

14. We acknowledge our responsibility for the design and implementation of programs and controls to provide reasonable assurance that fraud is prevented and detected.

15. We have no knowledge of any allegations of fraud or suspected fraud affecting City of High Point, North Carolina received in communications from employees, former employees, analysts, regulators, or others.

16. We are aware of no significant deficiencies, including material weaknesses, in the design or operation of internal controls that could adversely affect the entity's ability to record, process, summarize, and report financial data.

17. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

18. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

19. The following have been properly recorded and/or disclosed in the financial statements:
    a. Related-party transactions, including those with component units for which the City is accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete, as defined in Section 2100 of the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, and interfund transactions, including interfund accounts and advances receivable and payable, sale and purchase transactions, interfund transfers, long-term loans, leasing arrangements, and guarantees, all of which have been recorded in accordance with the economic substance of the transaction and appropriately classified and reported.
    b. Security agreements in effect under the Uniform Commercial Code.
    c. Any other liens or encumbrances on assets or revenues or any assets or revenues which were pledged as collateral for any liability or which were subordinated in any way.
    d. The fair value of investments.
    e. Debt issue provisions.
    f. Material leases and material amounts of rental obligations under long-term leases.
    g. All significant estimates known to management which are required to be disclosed in accordance with the AICPA's Statement of Position No. 94-6, Disclosure of Certain Significant Risks and Uncertainties. Significant estimates are estimates at the balance sheet date which could change materially within the next year.
    h. Authorized but unissued bonds and/or notes.
    i. Risk financing activities.
    j. The effect on the financial statements of Governmental Accounting Standards Board (GASB) Statement No. 60, *Accounting and Financial Reporting for Service Concession Arrangement*; GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*; GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*; GASB Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*; GASB statement No. 65, *Items Previously Reports as Assets and Liabilities*; GASB Statement No. 66, *Technical Corrections-2012-an amendment of GASB Statements No. 10 and No. 62*; GASB Statement No.67, *Financial Reporting for Pension Plans-an amendment of GASB Statement No. 25*; and GASB Statement No. 68, *Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27*, which have been issued, but which we have not yet adopted.
    k. Deposits and investment securities categories of risk.
    l. Net positions and fund balance classifications.

20. We are responsible for making the accounting estimates included in the financial statements. Those estimates reflect our judgment based on our knowledge and experience about past and current events and our assumptions about conditions we expect to exist and courses of action we expect to take. In that regard, adequate provisions have been made:
    a. To reduce receivables to their estimated net collectable amounts.
    b. For pension obligations, post-retirement benefits other than pensions, and deferred compensation agreements attributable to employee services rendered through June 30, 2012.
    c. For closure and post-closure care costs associated with operation of the City's municipal solid waste landfill.

21. There are no:
    a. Material transactions that have not been properly recorded in the accounting records underlying the financial statements.
    b. Violations or possible violations of laws or regulations whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency. In that regard, we specifically represent that we have not been designated as, or alleged to be, a "potentially responsible party" by the Federal Environmental Protection Agency or any equivalent state agencies in connection with any environmental contamination, except as disclosed to you with regards to the City's former Riverdale Landfill site; therefore, no provisions are necessary for environmental cleanup costs.
    c. Other material liabilities or gain or loss contingencies that are required to be accrued or disclosed by Statement of Financial Accounting Standards No. 5 and/or GASB Statement No. 10.
    d. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances.
    e. Lines of credit or similar arrangements.
    f. Material concentrations known to management which are required to be disclosed in accordance with the AICPA's Statement of Position No. 94-6, *Disclosure of Certain Significant Risks and Uncertainties*. Concentrations refer to volumes of business, revenues, available sources of supply, or markets for which events could occur which would significantly disrupt normal finances within the next year.
    g. Guarantees, whether written or oral, under which the Government is contingently liable.
    h. Agreements to repurchase assets previously sold.
    i. Any liabilities which are subordinated in any way to any other actual or possible liabilities.
    j. Debt issue repurchase options or agreements, or sinking fund debt repurchase ordinance requirements.
    k. Special or extraordinary items.
    l. Provisions necessary to reduce obsolete, damaged, or excess inventories to their estimated net realizable values.
    m. Provisions necessary for risk retention, including uninsured losses or loss retentions (deductibles) attributable to events occurring through June 30, 2012, and/or for expected retroactive insurance premium adjustments applicable to periods through June 30, 2012.
    n. Material losses to be sustained in the fulfillment of, or from the inability to fulfill, any service commitments.
    o. Material losses to be sustained as a result of purchase commitments.
    p. Derivative financial instruments.
    q. Arbitrage rebate liabilities.
    r. Impairment of capital assets.
    s. Material amounts of contractual obligations for construction and purchase of real property or equipment not included in the liabilities or encumbrances recorded on the books.

22. There are no unasserted claims or assessments that our lawyer has advised us are probable of assertion and must be disclosed in accordance with Statement of Financial Accounting Standards No.5 and/or GASB Statement No.10.

23. We have no direct or indirect, legal or moral obligation for any debt of any organization, public or private, that is not disclosed in the financial statement.

24. We have satisfactory title to all owned assets, including those that are classified as infrastructure assets in the basic financial statements.

25. We have complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

26. Net positions invested in capital assets, net of related debt; restricted; and unrestricted and fund balances are properly classified and, when applicable, approved.

27. Expenses or expenditures have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

28. Revenues are appropriately classified in the statements of activities within program revenues or general revenues.

29. Capital assets, including infrastructure assets, are properly capitalized, reported, and depreciated.

30. With respect to supplementary information presented in relation to the financial statements as a whole:
    a. We acknowledge our responsibility for the presentation of such information.
    b. We believe such information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America.
    c. The methods of measurement or presentation have not changed from those used in the prior year.
    d. When supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

31. With respect to management's discussion and analysis, Law Enforcement Officers' Special Separation Allowance, and Healthcare Benefits presented as required by Governmental Accounting Standards Board to supplement the basic financial statements:
    a. We acknowledge our responsibility for the presentation of such required supplementary information.
    b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by accounting principles generally accepted in the United States of America.
    c. The methods of measurement or presentation have not changed from those used in the prior year.

32. We are responsible for determining that significant events or transactions that have occurred since the financial statement date and through November 6, 2012, have been recognized or disclosed in the financial statements. No events or transactions have occurred subsequent to the financial statement date and through November 6, 2012, that would require recognition or disclosure in the financial statements. We further represent that as of November 6, 2012, the financial statements were complete in a form and format that complied with accounting principles generally accepted in the United States of America, and all approvals necessary for issuance of the financial statements had been obtained.

In connection with your audit, conducted in accordance with *Government Auditing Standards*, we confirm:

1. We are responsible for:
    a. Compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to the City.
    b. Establishing and maintaining effective internal control over financial reporting.

2. We have identified and disclosed to you:
    a. All laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determinations of financial statement amounts or other financial data significant to audit objectives.

b. Violations (and possible violations) of laws, regulations, and provisions of contracts and grant agreements whose effects should be considered for disclosure in the auditor's report on noncompliance.

3. There has been no fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse that has been reported.

4. We have a process to track the status of audit findings and recommendations.

5. There have been no previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of the audit being undertaken.

6. We have provided you with our views on your reported findings, conclusions, and recommendations, as well as our planned corrective actions for the report.

In connection with your audit of federal and State awards conducted in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the State Single Audit Implementation Act, and we confirm:

1. We are responsible for complying, and we have complied, with the requirements of OMB Circular A-133 and the State Single Audit Implementation Act.

2. We are responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal and state programs and have complied, in all material respects, with those requirements.

3. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal and state programs that provides reasonable assurance that the City is managing federal and State awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on our federal and State programs.

4. We have prepared the schedule of expenditures of federal and State awards in accordance with Circular A-133 and the State Single Audit Implementation Act and have included expenditures made during the period being audited for all awards provided by federal and State agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.

5. We have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major program.

6. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondence relevant to federal and State programs and related activities that have taken place with federal and State agencies.

7. There have been no amounts questioned or any known noncompliance with the direct and material compliance requirements of federal and State awards, including those resulting from other audits or program reviews.

8. We believe that we have complied with the direct and material compliance requirements related to federal and State programs.

9. We have made available all documentation related to compliance with the direct and material compliance requirements, including information related to federal and State program financial reports and claims for advances and reimbursements.

10. We have provided you our interpretations of any compliance requirements that are subject to varying interpretations.

11. We have not received any communications from grantors concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of your report.

12. We are responsible for taking corrective action on any audit findings of the compliance audit.

13. We have disclosed the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

14. We are not aware of any noncompliance with direct and material compliance requirements occurring subsequent to the period covered by your report.

15. There have been no changes in internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by us with regard to significant deficiencies in internal control over compliance (including material weaknesses in internal control over compliance), have occurred subsequent to the date as of which compliance is audited.

16. Federal and State program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared.

17. The copies of federal and State program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the federal or State agency or pass-through entity, as applicable.

18. We have charged costs to federal and State awards in accordance with applicable cost principles.

19. We are responsible for, and have accurately prepared, the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 and the State Single Audit Implementation Act.

20. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of OMB Circular A-133 and the State Single Audit Implementation Act.

21. We have issued management decisions timely after our receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements, and we have ensured that subrecipients have taken the appropriate and timely corrective action on findings.

22. We have considered the results of subrecipient audits and have made any necessary adjustments to the books and records of the City, if required.

23. We are responsible for, and have accurately prepared, the summary schedule of prior audit findings to include all findings required to be included by OMB Circular A-133 and the State Single Audit Implementation Act.

24. There has been no information on any follow-up on prior audit findings by federal or State awarding agencies or pass-through entities.

25. We will accurately complete appropriate sections of the data collection form. We further acknowledge our responsibility for the complete, accurate, and timely filing of the data collection form with the Federal Audit Clearinghouse.

27. We have disclosed all contracts or other agreements with service organizations.

28. There has been no known communications from service organizations relating to noncompliance at those organizations.

During the course of your audit, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

City of High Point, North Carolina

Strib Boynton, City Manager

Jeffrey A. Moore, Financial Services Director

Kelly Latham, Accounting Manager

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 12, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director
T. Robert Martin, Director of Customer Services

SUBJECT: Request for Utilities Receivables Write-off

North Carolina law allows the City to write-off uncollected utility accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet. Although these amounts are being written off of the City's accounting records, the Customer Services Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue which has collected over $2,014,700 in outstanding utility debts since we began that program in 2002.

Staff requests the authority from City Council to charge off the following amounts for the respective years identified:

FOR FYE	FISCAL YR	CHARGE OFF AMT	CHARGE OFF PCT	TOTAL BILLINGS
6/30/2012	2008-2009	$560,802.18	0.385	$ 145,493,985.94

Although we regret it is necessary to write these amounts off, we are most impressed with our Customer Services Department whose collections efforts average **99.62%** for this year. Additional historical information is attached.

CITY OF HIGH POINT MUNICIPAL OFFICE BUILDING

COMBINED MEETING

November 5, 2012 4:45 P.M.

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present. Mayor Smothers offered the invocation; the Pledge of Allegiance followed.

Present:
(8) Mayor Rebecca Smothers, Council Member Latimer Alexander, Council Member Britt Moore, Council Member Bernita Sims, Council Member Foster Douglas, Council Member Michael Pugh, Mayor Pro Tem Christopher Whitley, and Council Member James Corey

Absent:
(1) Council Member A.B. Henley

PRESENTATION OF ITEMS

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

120275 **Contract - Bid No. 8 - Concrete Foundations - Johnson Street Transmission Project**

Council is requested to approve a contract awarding Bid No. 8 for the purchase of concrete foundations for the Johnson Street 100 kV Transmission project. Purchasing and the Electric Department recommends that contract be awarded to Graves Construction Services in the amount of $506,068.00 which is the lowest responsive and responsible bidder meeting specifications.

Attachments: Concrete Foundation Bid for Johnson Street.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with Graves Construction Services in the amount of $506,068.00 which is the lowest responsive and responsible bidder meeting specifications.

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

120276 **Amendment to Lease Agreement - North Carolina Municipal Power Agency**

Council is requested to approve an amendment to a lease agreement with the North Carolina Municipal Power Agency 1 (NCMPA1) for an unused portion of property located at the Eastside Waste Water Treatment Plant.

Attachments: NCMPA1 Land Lease Amendment.pdf
Lease Agmt - Power Agency 1 - signed.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved an amendment to a lease agreement with the North Carolina Municipal Power Agency 1 for an unused portion of property located at the Eastside Waste Water Treatment Plant.

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

120277 **Extension of Contract - Vecellio and Grogan (Sharpe Brothers) - Hartley Drive Extension Contract**

Council is requested to approve an extension to the Vecellio and Grogan (Sharpe Brothers) contract in the amount of $5,183,403.60 to allow for the construction of the proposed Lindsay Street improvements.

Attachments: Sharpe Brothers Contract Extension - Hartley Drive.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved an extension to the Vecellio and Grogan (Sharpe Brothers) contract in the amount of $5,183,403.60 to allow for the construction of the proposed Lindsay Street improvements.

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

120282 **Appraisal of Property - Shadybrook Road**

At the September 17, 2012 City Council Meeting, Council directed staff to proceed with an appraisal of the property located at 301-305 Shadybrook Road. Attached is the appraisal for Council review.

Attachments: Shadybrook Property Appraisal.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The committee recommended this matter be moved forward to the full Council with a favorable recommendation to offer the Guilford County School Board $255,000 (the appraised, current value of the property) with a favorable recommendation.

Council Member Douglas objected to the city's pursuit of this property. Council Member Pugh agreed and felt the city should realize a little more cost savings on the property. Mayor Smothers pointed out the bond monies have already been approved and relayed that her biggest concern is the lack of money for development of the property.

Approved staff to send the appraisal as well as an offer to the Guilford County School Board for $255,000 for the Shadybrook property.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Whitley, for staff to send the appraisal, as well as an offer to the Guilford County School Board for $255,000 for the Shadybrook property. The motion carried by the following 6-2 vote:

Aye:	(6) Mayor Smothers, Council Member Alexander, Council Member Moore, Council Member Sims, Mayor Pro Tem Whitley, and Council Member Corey
Nay:	(2) Council Member Douglas, and Council Member Pugh
Absent:	(1) Council Member Henley

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

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

120278 **Resolution of Intent - Annexation Case ANX12-05**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 19, 2012 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 431 acres. The area to be annexed contains multiple parcels and lies south of I-40; west of Sandy Ridge Road; east of Bunker Hill Road and north of Boylston Road.

Attachments: ROI ANX 12-05.pdf

The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation for adoption.

Adopted Resolution of Intent establishing a public hearing date of Monday, November 19, 2012 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 431 acres.

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

Resolution No. 1264/12-65
Introduced 11/5/2012; Adopted 11/5/2012
Resolution Book, Volume XVII, Page 114

120279 **Resolution Establishing a Voluntary Annexation Petition Policy**

Approval of a Resolution establishing a policy governing the acceptance of voluntary annexation petitions in accordance with the State law.

Attachments: Memo Voluntary Annexation Policy.pdf
Voluntary Annexation - Signed Resolution.pdf

Lee Burnette, Director of Planning and Development, referred Council to the information contained in the packets on this matter: one, is a memo outlining the policy; the second is a copy of the state bill that was adopted this past session that basically precludes a city that's not primarily located in Davidson County from annexing into Davidson County without approval by the Davidson County Board of Commissioners (voluntary or involuntary); the third attachment is a proposed resolution that will establish an annexation petition policy for voluntary annexations. Mr. Burnette pointed out the bill that was adopted does not establish any procedure for an applicant to submit a petition for voluntary annexation, so it does not establish whether or not that individual should start with Davidson County or with the City of High Point. He explained that if the process starts with the City of High Point, the city would incur costs associated with preparing an annexation map, a Transportation Impact Analysis, etc...., so it would probably be more cost effective and judicious for the process to start with Davidson County in terms of their approval prior to any consideration by the City Council. The third attachment establishes the policy and contains two sections: the first section basically establishes a policy and puts into writing practices that have been in place for a number of years that basically establishes if a petition is submitted, the applicant should also submit a zoning application which needs to be processed concurrently. The second section of the policy basically states that the Davidson County Commissioner approval is required by state law prior to the city's approval of a voluntary annexation that the Planning Department cannot accept, nor can the city clerk certify a petition unless it is attached with a resolution from the Davidson County Board of Commissioners.

Mayor Smothers asked if staff received any feedback from Davidson County; staff replied they did not. Council Member Alexander informed Council that the League is actively planning on being involved in this. The Mayor noted that the local Board of Realtors as well as their state organizations is also very concerned about the implications.

There being no further discussion, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution establishing a policy governing the acceptance of voluntary annexation petitions in accordance with the State law.

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

Resolution No. 1265/12-66
Introduced 11/5/2012; Adopted 11/5/2012
Resolution Book, Volume XVII, Page 115

PUBLIC COMMENT PERIOD - 5:15 P.M.

Mayor Smothers opened the Public Comment Period and asked if there was anyone present who would like to address Council. There being none, the Public Comment Period was declared closed.

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

There were no public hearing matters on tonight's agenda.

ANY OTHER NEW BUSINESS

120283 Reappointment- High Point ABC Board

Consideration of reappointment of James Tanner to the High Point Board of Alcoholic Control (ABC Board). Reappointment effective November 15, 2012 and will expire on November 15, 2015.

Since this matter did not originally appear on the agenda, **Council Member Alexander moved to suspend the rules to add it to the agenda for consideration. Council Member Sims made a second to the motion which carried unanimously.**

Approved the reappointment of James Tanner to the High Point ABC Board effective November 15, 2012 and will expire November 15, 2015.

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

120280 Approval of the following Minutes:

- Finance Committee meeting held Monday, October 15th @ 4:00 p.m.
- Combined Meeting held Monday, October 15th @ 4:45/5:30 p.m.
- Special Meeting held October 29th @ 9:00 a.m.

Attachments: October 15 2012 Finance Committee
October 15, 2012 High Point City Council
October 29 2012 special meeting

Approved the minutes of the preceding minutes as submitted.

A motion was made by Council Member Alexander, seconded by Council Member Sims, that the preceding minutes be approved as submitted. The motion PASSED by an 8-0 unanimous vote. [Council Member Henley was absent]

120281 **City Council Closed Session Minutes**

Council is requested to unseal and approve closed session minutes.

Attachments: closed session minutes to be approved eff. november 5 2012

Unsealed and approved the following closed session minutes.

2010
September 20, 2010
October 4, 2010
October 18, 2010
November 15, 2010

2011
April 4, 2011
August 4, 2011
December 5, 2011

2012
February 6, 2012
February 9, 2012
March 5, 2012
April 2, 2012
May 7, 2012
July 16, 2012
October 15, 2012

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

120229 **BOARDS AND COMMISSIONS VACANCY REPORT**

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

Attachments: term expirations 2012 November 5 2012 packet

This information is attached for informational purposes only. No action is needed on this item.

For Information Only:

Bloomberg Philanthropies Mayors Challenge

Mayor Smothers shared that the city manager received a public announcement today that High Point was one of 20 cities that have been chosen to compete in a program called the Mayors Challenge, sponsored by the Bloomberg Philanthropy. She invited Major Larry Casterline to the podium to share some of the details.

Major Casterline confirmed the report that High Point is one of 20 finalists for the Bloomberg Philanthropies Mayors Challenge and noted there would be a small group from the city going to New York City on November 11th, 12th and 13th to attend a "boot camp" for grant writing. Those going on the trip will be City Manager Strib Boynton, Chief Marty Sumner, Major Larry Casterline, and Vee Nance, the Police Department's financial specialist. The final grant will be submitted in January with an announcement in early spring of 2013 identifying five finalists. Of those five finalists, one will receive a $5,000,000 stipend and the other four will receive a $1,000,000 stipend. Major Casterline explained that should the city be named a finalist, the funds would go towards the offender focused domestic violence initiative. He pointed out this particular strategy has never been done anywhere before in the country and the money would be used to put a real defined structure on the process that is being used.

Mayor Smothers felt there was a real need to have in-depth support and encouragement of the High Point Communities Against Violence (HPCAV), who is so much an integral part of this effort and hoped this would be something that would get some attention. Major Casterline agreed that HPCAV does play a critical role in this and they provide the communities' moral voice that is used when talking to selected offenders. The Mayor noted the preliminary data that Chief Sumner shared recently during a Public Safety Committee Meeting was very encouraging.

Mayor Smothers congratulated the Police Department for being recognized for this honor and wished them well in obtaining the funding.

Presentation by the Red Cross

Mayor Smothers recognized Bud Frediani, a Red Cross volunteer to address Council.

Mr. Frediani thanked Council for the opportunity to provide an overview of the information on the "Salute to Heroes" event that the Red Cross has sponsored for the last three years. He distributed packets to each Council Member containing their mission statement, as well as goals and objectives. The "Salute to Heroes" program started three years ago in the Greensboro community, and has since been expanded to Guilford County in an effort to engage the City of High Point as well as outlying communities within Guilford County. Mr. Frediani explained this program is a way for the Red Cross to honor people that they work with every day (first responders such as EMS, police and fire, as well as the military and military families, even ordinary citizens who do extraordinary things while making a difference and saving lives, etc....). He noted the second objective

or purpose for the program is to make the community aware of what the Red Cross does on a day-to-day basis throughout the community, while raising money for the American Red Cross. Mr. Frediani proceeded to briefly describe the nomination process that started on October 1st and runs through the end of November and encouraged the community to submit nominations for anyone that comes to mind that has done a humanitarian or heroic act.

This year, the event will be held on Friday, March 8th at High Point University with Nido Qubein being the keynote speaker. Mayor Smothers thanked Mr. Frediani for coming to share this information and mentioned that the Red Cross has actively started an awareness campaign with notifications on TV, etc.....for nominations.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:16 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Rebecca R. Smothers, Mayor

Attest:

_____
Lisa B. Vierling, MMC
High Point City Clerk

City of High Point
Budget & Evaluation Office

November 13, 2012

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The State of North Carolina has appropriated $1,000,000 to the City of High Point to support transportation for the annual Fall and Spring furniture market. It was anticipated during the FY 2012-13 that the city would receive $928,000, and was budgeted as such. The Transportation Department has requested City Council approve a budget amendment to recognize these additional revenues for appropriation.

Attached is a budget amendment in the amount of $72,000 for these revenues to be added to the Mass Transit budget.

cc: Pat Pate
Randy McCaslin
Jeff Moore
Mark McDonald

Attachments: Budget Amendment

"AN ORDINANCE AMENDING THE 2012-2013 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS TO SUPPORT TRANSPORTATION FOR THE
FURNITURE MARKET

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

Section 1. The City of High Point will receive $1,000,000 from the State of North Carolina to support transportation for the annual Fall and Spring furniture market. The estimated amount of funding included in the FY 2012-13 Budget was $928,000, making it necessary to appropriate an additional $72,000.

Section 2. The 2012-2013 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Mass Transit Fund of the City of High Point, is hereby amended as follows:

Mass Transit Fund Revenues	$72,000

(B) That the Mass Transit Fund expenditures be amended as follows:

Mass Transit Fund Expenditures	$72,000

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

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

Adopted this 19th day of November, 2012
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION DIVISION

AGENDA ITEM

To: Randy McCaslin, Assistant City Manager

From: Mark McDonald, Transportation Director

Date: November 5, 2012

Subject: Home Furnishings Market Grant Agreement with NCDOT

On October 4, 2012, the North Carolina Board of Transportation approved funds in the amount of $1,000,000 for the Home Furnishings Market. Attached is a resolution authorizing the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.

If you have any questions or would like to discuss the matter further, please advise.

MVM/aww

716 West Kivett Drive, High Point, North Carolina 27262
Phone (336) 889-7433 • TDD Phone (336) 883-8517
Fax (336) 883-3425 • www.high-point.net/hitran

Department of Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM **AGENDA ITEM**

To: Randy McCaslin, Assistant City Manager

From: Mark McDonald, P.E., Transportation Director

Date: November 13, 2012

Subject: Municipal Agreement for Furniture Market Transportation Funding FY 2012-13

The Department of Transportation recently received an updated Municipal Agreement for Furniture Market transportation funding from the North Carolina Department of Transportation (NCDOT). This agreement and the accompanying award letter and resolution establish the terms and conditions for the City to receive State funding for the Fall 2012 and Spring 2013 Markets. The basic terms of the agreement are unchanged from FY 2011-12, although the funding to be provided by NCDOT has increased from $928,000 to $1,000,000.

The Budget Office has prepared a budget amendment for the Special Grants Fund to recognize the additional $72,000 covered by the new agreement.

This agreement is necessary to receive reimbursement of expenses incurred for transportation services during the October Market. Staff has reviewed the document and recommends approval. I will be available at the Monday November 19 meeting to address questions from City Council.

Please advise if additional information is desired prior to the meeting.

c	Tammy Nagem	Vice President, High Point Market Authority
	Jeff Moore	Financial Services Director
	Eric Olmedo	Budget & Evaluation Officer
	Buddy Cox	Transit Manager, Hi tran
	Angela Wynes	Assistant Transit Manager, Hi tran
	File	

RESOLUTION
AUTHORIZING CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____*(name and title)* and seconded by _____*(name and title)* for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the annual Fall and Spring Furniture Markets**; and

WHEREAS, the **City of High Point** will provide **0%** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the ***City Manager*** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the19th day of **November,** 20**12.**

_____
Signature of Certifying Official

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

October 25, 2012

Mr. Stribling Boynton, City Manager
City of High Point
P.O. Box 230
High Point, North Carolina 27261

RE: FY13 Demonstration Grant Program
Project No. 12-DG-025
WBS Element No.: 36223.13.4.2
Agreement ID #: TBD

`Dear Mr. Boynton:

On October 4 2012 the Board of Transportation approved your organization's request for a Demonstration grant in the amount of $1,000,000 for the International Home Furnishings Market. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Charlie Wright, Financial Manager at 919-707-4674 or your assigned Accounting Specialist. In any correspondence, please be sure to reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

Teresa A. Hart, P.E., CPM,
Director

TH\cw

Cc: Angela Wynes, Assistant Transit Manager

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TRANSIT DEVELOPMENT PROGRAM
NONCAPITAL
PUBLIC BODY GRANT AGREEMENT

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

DOT PROGRAM NUMBER: DOT-11

and

PROJECT NUMBER: 13-DG-025

CITY OF HIGH POINT

WBS ELEMENT: 36223.13.5.2

AGREEMENT #:

****

THIS AGREEMENT made this the ___day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and the **CITY OF HIGH POINT** (hereinafter referred to as the "Contractor").

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Department and the Contractor desire to utilize grant funds for the apprentice program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of the transit development project (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

a. Scope of Project. **The City of High Point, in conjunction with the International Home Furnishing Market, will support transportation for the annual Fall and Spring furniture markets in High Point by providing free shuttle services for market attendees to Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market and for circulator services in the High Point and Thomasville areas.** The Contractor shall undertake and complete the Project as described in the approved Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the Department, and in accordance with the Project application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. Cost of Project. The total cost of the Project approved by the Department is **ONE MILLION DOLLARS ($1,000,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.5.2	$1,000,000	$0	$1,000,000	$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	$1,000,000	$0	$1,000,000	$0

c. Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2012 TO JUNE 30, 2013** unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA**. The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

(a) Plan, manage, and complete the Project and provide for the use of Project property;

(b) Carry out the safety and security aspects of the Project; and

(c) Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

(1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (http://reports.oah.state.nc.us/ncac.asp).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

g. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the

Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

h. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a

third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws,

regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." The Department cautions, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub-agreements. Because Project activities performed by a Sub-contractor/ sub-recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Sub-agreement. The Contractor agrees to enter into a written agreement with each subrecipient (sub-agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub-agreement appropriate clauses directing the sub-recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub-agreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.

j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor

also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

k. Limitations of Agreement. This Agreement shall be subject to the availability of State funds and contingent upon the terms and conditions of this Agreement.

Section 3. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

1. Gifts. It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

(1) have a contract with a governmental agency; or

(2) have performed under such a contract within the past year; or

(3) anticipate bidding on such a contract in the future.

State Executive Order 24 and G.S. Sec. 133-32.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (http://epls.arnet.gov/) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government

concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent

claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 4. Project Expenditures.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with State funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs**.**

b. Payment. In order to assist the Contractor in financing the costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs, which shall be determined by available funding. The Contractor shall submit itemized invoices to the Department not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.** Additional forms must be submitted with reimbursement requests to report on contracting activities with Historically Underutilized Business (HUB) and Minority Business and Women Business Enterprise (MBE/WBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment. A retainage of five percent (5%) of the approved payment may be withheld until the approved Project is completed, accepted, and the final audit

has been made.

c. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

(b) Any cost that is not included in the latest Approved Project Budget;

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C.

§ 5323(h); and

(e) Any cost ineligible for Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the State Government determines that the Contractor is not entitled to receive any portion of the State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the State Government may recover any State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the State Government may have against the Contractor.

d. State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the State Government, whether for excess payments of State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended State funds before Project closeout.

Section 5. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, “Costs Principles for State, Local, and Indian Tribal Governments” and A-102 “Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Consistent with the Project Description, plans, specifications, and
(2) Project Budget and all other provisions of this Agreement;
(3) Necessary in order to accomplish the Project;
(4) Reasonable in amount for the goods or services purchased;
(5) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
(6) Incurred (and be for work performed) within the period of performance of this Agreement unless specific authorization from the Department to the contrary is received;
(7) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments;”
(8) Satisfactorily documented; and
(9) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department.

Section 6. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may** include, but not limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports.

The Contractor shall collect and submit to the Department at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department**. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (http://www.ah.dcr.state.nc.us/records/local/).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 7. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit-reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed

by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 8. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

d. Minority and Women Business Enterprise (MBE/WBE).

(1) Policy. It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises and Women Business Enterprises (MBE/WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed by State Funds.

The Contractor is also encouraged to give every opportunity to allow MBE/WBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, sub-consultant, and subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of federally assisted contracts. Failure by the

Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific MBE/WBE goals are not established for this project, the Department encourages the Contractor to have participation from MBE/WBE contractors and/or suppliers.

(4) Listing of MBE/WBE Sub-contractors. The Contractor at the time the Letter of Interest is submitted, shall submit a listing of all known MBE/WBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering https://apps.dot.state.nc.us/vendor/directory in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory shall be listed in the proposal.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting MBE/WBE Enterprise Participation. When payments are made to MBE/WBE contractors, including material suppliers, contractors at all levels (Contractor, sub-consultant or sub-contractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at https://apps.dot.state.nc.us/quickfind/forms/Default.aspx.

A responsible fiscal officer of the payee Contractor, sub-consultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

f. Access for Individuals with Disabilities. The Contractor agrees to comply with

49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that

accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, “DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22,

2001.

i. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

j. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 9. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent the Department determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards,” 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, “Major Capital Investment Projects,” 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal and State Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department determines otherwise in writing.

Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by the Department to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by the Department.

e. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) Any "brand name" product or sole source purchase equal to or greater than $2,500;

(2) Any contract/subcontract to other than apparent lowest bidder equal to or greater than $2,500;

(3) Any procurement equal to or greater than $90,000;

(3) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of $90,000.

f. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

g. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

h. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding $100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§

7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

i. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent the Department determines otherwise in writing.

j. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

(a) Construction/repair work; or

(a) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a

different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1E, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be used;

(c) Generally used when conditions are not appropriate for use of sealed bids;

(d) Requests for proposals will be publicized;

(d) All evaluation factors will be identified along with their relative importance;

(e) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(f) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(g) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

(h) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

k. Award to Other than the Lowest Bidder. In accordance with State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than $2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

l. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement.

Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over $25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over $25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: http://epls.arnet.gov/.

m. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

n. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that the Department determines otherwise in writing, upon request by the State Government, the Contractor agrees to indemnify, save, and hold harmless the State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the State Government for any such liability caused by the wrongful acts of State employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies. The Contractor understands and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that

property, as required by the Department. Should the Contractor unreasonably delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Department in writing.

c. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

d. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the State interest in or impair the Contractor's continuing control of the use of Project property.

e. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining State interest in the damaged or destroyed Project property.

f. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the Department may require.

g. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 15. **. Insurance & Real Property**.

The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require written documentation that the facility and equipment are insured

against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition to other insurance requirements that may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of $10,000 or more.

Section 16. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning in Certain Residential Structures,"

Section 17. Real Property. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project And/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever come first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement , so that the transferee becomes obligated as if the transferee had been the original party.

Section 18. Construction. Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Contractor agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building

Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 19. Employee Protections.

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5310. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 20. Environmental Protections.

a. General. The Contractor recognizes that many Federal and State law imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal and State laws that may affect the Project include: the North Carolina Environmental Policy Act of 1971 (N.C.G.S. 113A); the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource

Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal and State laws, regulations and directives in effect now or become effective in the future, except to the extent the Department determines otherwise in writing.

b. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Department.

Section 21. Energy Conservation. To the extent applicable, the Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing.

Section 22. Charter Service Operations. FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities, equipment, and supplies funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the Department determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of

violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 23. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

a. Drug-Free Workplace. U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

c. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party sub-contracts, or sub-agreements involving the Project.

Section 26 Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 28. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that the Department has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so.

b. State Interest in Recovery. The State Government retains the right to a proportionate share, based on the percentage of the State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. Department Concurrence. The Department reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 29 Amendments/**Revisions** to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 30. Information Obtained Through Internet Links. This Agreement may include

electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 32 Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's Non-compliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal

address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name:	MR CHARLIE WRIGHT	Name:	MR CHARLIE WRIGHT
Title:	FINANCIAL MANAGER	Title:	FINANCIAL MANAGER
Agency:	NCDOT/PTD	Agency:	NCDOT/PTD
MSC:	1550 MSC	Street Address:	TRANSPORTATION BLDG 1 S WILMINGTON ST RM 524
City/Zip:	RALEIGH NC 27699-1550	City:	RALEIGH NC
Phone:	919-707-4674		
Fax:	919-733-2304		
Email:	CCWRIGHT@NCDOT.GOV		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Angela W Wynes Title: Assistant Transit Manager Agency: City of High Point Postal Address: 716 West Kivett Drive City/Zip: High Point, NC 27262 Phone: 336-883-3063 Fax: 336-822-7175 Email: angela.wynes@highpointnc.gov	Name: SAME Title: Agency: Street Address: City:

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing
this Agreement, its compliance with Subsection 3d of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 21 of this Agreement.

Section 37. Ethics Acknowledgement Policy on Gifts.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF HIGH POINT

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000231

CONTRACTOR'S FISCAL YEAR END: June 30

BY: _____

TITLE: **CITY MANAGER**

(SEAL)

ATTEST: _____

TITLE: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: _____

TITLE: SECRETARY

11-19-2012 HPCC
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120303

High Point City Council 11/19/2012

Please correct my address in the Planning and Zoning's report of last week's meeting that was prepared for council. It is 8625 Bull Rd., Colfax, NC

There was no mention in the report of citizens' environmental concerns during the P and Z meeting about the proposed business park site being located in High Point's watershed area and the many steep slopes, streams and tributaries of the Deep River that are scattered throughout the proposed site. Industrial activities would seem environmentally unwise here.

Using the airport overlay districts to suggest that no new residential development could occur in the area was very disappointing and reveals the city's true intentions, which is to hold land hostage for the city's interests, and not for the interests of all residents and landowners in this area unless they choose to be annexed. It is important that all non- annexed or county residents know that they and their property is governed by Guilford County and is not subjected to High Point's overlay district and zoning regulations.

Many speakers noted their concerns with transportation problems. The current road network is not friendly to industrial truck traffic. There is little access to Sandy Ridge Road, which is scheduled for future improvement. Serving rural residents, current narrow roads with numerous blind spots caused by hills and curves coupled with school buses and slow-moving farm equipment seem to increase the likely hood of disastrous outcomes.

Where I live, work, and play, I have had firsthand experiences with truck traffic on similar secondary rural roads as those in the Boylston Road area. Road Tractors with trailers up to 55 feet long often pass through our neighborhoods and have skidded to prevent hitting me in route to the Fed Ex facility in Kernersville. On numerous occasions I have contacted NCDOT, Highway Patrol, and Town of Kernersville officials about this problem. It seems to improve for a short while, but the trucks do come back.

Sections of Crosscreek Road are crumbling due to this traffic. Allowing such development in areas designed for rural traffic will require more maintenance and upgrades, it places a heavier and unnecessary burden upon taxpayers, and destroys two of the three main land-use planning goals intended to create communities where people will want to live, work, and play.

Were impacted citizens asked if they would like to live and play in such an environment during the community meeting with developers? I doubt it.

The definition of progress has dramatically changed. For the sake of progress, industrial development is now desired in sensitive watershed areas that sustains hundred s of thousands of citizens. For the sake of progress, abandoned industrial sites which have much better access to roads are allowed further deterioration. Finally, for the sake of progress, the quality of life sought after by far too many citizens is sacrificed. Millions for those who build it, misery for those who live near it.

Jimmy Morgan 8625 Bull Rd. Colfax

Prepared by and return to:
Thomas E. Terrell, Jr.
Smith Moore Leatherwood LLP
PO Box 21927
Greensboro, NC 27420-1927

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (hereinafter referred to as "Development Agreement" "Agreement," or "Reimbursement Agreement," as contextually appropriate, is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina (hereinafter referred to as "350 South"); Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina (hereinafter referred to as "Bland Properties"); and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was MAY 6, 2013, and the Agreement became effective pursuant to execution by all parties and recordation by 350 South in the Office of the Guilford County Register of Deeds on AUGUST 8, 2013.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly created a mechanism whereby municipalities and private developers may enter into reimbursement agreements through the enactment of N.C. Gen. Stat. § 160A-499 when the developer constructs municipal infrastructure; and

1.3 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.3.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.3.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately five hundred ten (510) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. At the time of entering into this Agreement, 350 South owns all

parcels within the Project except those parcels owned by Bland Properties and James S. Hedgecock and wife, Elizabeth A. Hedgecock, and Michael Raymond Hedgecock and wife, Christy M. Hedgecock (the "Hedgecocks"). The Hedgecock and Bland Properties tracts are under option to 350 South, and it is anticipated that 350 South will acquire the Hedgecocks' properties prior to recordation of this Agreement. Bland Properties is a party to this agreement to accept the covenants and restrictions expressed herein as those covenants and restrictions apply to its properties. It does not agree to perform, nor is it required to perform, the affirmative obligations of developer 350 South.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, risks which would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 The City has adopted an ordinance pursuant to N.C. Gen. Stat. § 160A-499 which sets forth the procedures and terms under which reimbursement agreements may be approved.

2.5 The City recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.6 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.7 The Northwest Area Plan recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.8 The Project is consistent with and fulfills the City's vision for development of this area.

2.9 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, participation which has included, among other things, construction of utilities and other public improvements.

2.10 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.11 The City will provide sewer service to a point south of Interstate 40 (Business) and to a point between Adkins Road and Joe Drive. The lines extended from these outfalls could serve the Project.

2.12 The reimbursement provisions herein enable the City and 350 South to share the cost of certain road improvements that serve the surrounding road network and create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.13 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.14 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the date of adoption for the duration of the Project's development or for twenty (20) years, whichever occurs sooner.

2.15 All parties agree that nothing in this Agreement obligates Bland Properties to take affirmative steps to develop the property or to expend funds of any kind whatsoever, including, but not limited to, funds to construct roads or other infrastructure, and that all development obligations and responsibilities herein which pertain to 350 South shall be exclusively the obligations of 350 South and not Bland Properties. Notwithstanding the foregoing, this Agreement and its limitations and restrictions applies to all tracts within the Project owned by Bland Properties.

ARTICLE 3.
DEFINITIONS

3.1 Agreement. This Development and Reimbursement Agreement as further described in Section 3.10 below.

3.2 Annual Report. The annual report to the City which details the results of the periodic review conducted pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.3 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any amendments to the underlying zoning district shall be deemed to be incorporated automatically into this Development Agreement.

3.4 Baseline Tax. The total real and personal ad valorem taxes assessed by Guilford County against the Increment District for the Baseline Tax Year.

3.5 Baseline Tax Year. The 2012 – 2013 Fiscal Year (July 1, 2012 to June 30, 2013) from which the valuation of the Increment District for tax purposes is established.

3.6 City of High Point. The City of High Point (or "City," depending upon the context), may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.7 Date of Adoption. The date that this Development Agreement is initially approved by the City Council.

3.8 Date of Recordation. The date that a copy of this Development Agreement fully executed by all parties is recorded in the Office of the Guilford County Register of Deeds. The

Date of Recordation shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.9 Developer. The developer is 350 South as defined in Section 3.29 below.

3.10 Development Agreement. This document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

3.11 Dividing Line. The line separating Phase 1 from Phase 2 which is visually depicted on Exhibit B and generally runs along Adkins Road and extends to Sandy Ridge Road to the east and south to a point where Adkins Road adjoins the Adkins Outfall.

3.12 Fiscal Year. The twelve-month period beginning on July 1 of each year and ending on the following June 30.

3.13 Increment District. The area and properties depicted and identified on Exhibit A to this Agreement and any properties later added to become a part of this Agreement.

3.14 Incremental Tax Increase. The amount by which (a) the total real and personal ad valorem taxes levied by the City on the Increment District for any Fiscal Year and collected by January 31 of the following calendar year exceed (b) the Baseline Tax.

3.15 Infrastructure. Any improvements or services that serve the Project, including, but not limited to, water and sewer service, stormwater controls, and transportation improvements. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.16 Land Credits. A Land Credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall (a) reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for (b) road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in Land Credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of Land Credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which Land Credits may be applied. Land Credits shall be deemed economic development incentives. Land Credits shall not appreciate in value but may be transferable to any local government or state agency. Land Credits shall not be applicable to the City's construction of water or sewer lines.

3.17 Laws. All applicable federal, state and local laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.18 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), Major Modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies conducted for the Project; and the creation of Land Credits associated with the Project. All major modifications shall be recorded in the Office of the Guilford County Register of Deeds. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.19 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a Material Breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the Timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a Material Breach shall be limited to (a) 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA"), any subsequent TIA conducted for the Project, any transportation conditions agreed to at the time of rezoning and any standard transportation improvements required at the time of plan review; (b) 350 South's development of land on the Project perimeter without first petitioning the City for voluntary annexation as provided in paragraphs 5.1.5 and 5.1.10 below; or (c) if this Agreement is later modified to include Land Credits in exchange for transportation or other improvements by the City, then the failure of either party to perform under that Agreement shall be considered a Material Breach. All other breaches by 350 South shall be considered minor breaches subject to enforcement as a breach of a zoning code requirement.

3.20 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered Material Terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.21 Master Plan. The Project's development concept in map form approved by the City as a Master Plan on May 6, 2013, and which is attached to this Development Agreement as Exhibit B

with additional information to illustrate potential road connections and to describe which future tracts would be included within Phase 1 and Phase 2. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency.

3.22 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.23 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption shall control. Terms not defined by statute, ordinance or this Agreement, but which are defined in N.C.G.S. 160A, Article 3, shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.24 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.25 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.26 Project. All land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are approved by the City to be added to the Project and covered by this Development Agreement.

3.27 Reimbursement Payment. The City's annual payment to 350 South equal to the percentage of the Incremental Tax Increase described in Article 6 of this Agreement.

3.28 Reimbursement Period. The period which begins on the date 350 South dedicates a Road or Road section of the Transportation Improvements for which reimbursements shall be paid and which runs to the end of this Agreement's twenty (20) year term.

3.29 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns.

3.30 Timelines. The periods within which the City shall extend and develop the Adkins and Outback outfalls to serve the Project.

3.31 Transportation Improvements. Any internal or external construction of public roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals, signage. Transportation Improvements shall also include any improvements within the right of way, including stormwater improvements and water and sewer lines.

3.32 Wetlands. Those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on April 15, 2013 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Recordation. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty (20) years from the Date of Recordation.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The Dividing Line separating Phase 1 from Phase 2 is conceptual and established for purposes of planning and financing infrastructure improvements and a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as future tracts which may later be approved by the City to be added to the Project and which lie east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(a)(2), Phase 1 shall be developed during the Project's first and second five (5) year periods. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM.

5.1.5 If 350 South, a subsidiary of 350 South or any entity with common ownership later acquires any tract or tracts outside the current Project perimeter which lie generally east and south of the Dividing Line and northwest of Sandy Ridge Road, it shall first petition the City for annexation and for the tract or tracts to be made part of the Project's

CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for voluntary annexation and original zoning. The City agrees that 350 South may acquire tracts outside the Project boundary at different times until ready for all tracts to be annexed.

5.1.6 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.7 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(a)(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.8 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.9 So that Phase 2 does not develop prematurely, no portion of Phase 2 may be developed for any of the uses listed in the adopted conditional zoning ordinance other than the listed agricultural uses and associated accessory uses until the required transportation improvements have been fully constructed to support the use or uses proposed and City water and sewer lines have been constructed to provide service to the use or uses proposed.

5.1.10 If 350 South, a subsidiary of 350 South or any entity with common ownership later acquires any tract or tracts outside the current Project perimeter which lie generally north and west of the Dividing Line and extending to Interstate-40 (Business) to the north and the West Fork of the Deep River and Bunker Hill Road to the west, it shall first petition the City for annexation and for the tract or tracts to be made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for voluntary annexation and original zoning. The City agrees that 350 South may acquire tracts outside the Project boundary at different times until ready for all tracts to be annexed.

5.2 Wetlands.

5.2.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.2.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.2.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.2.4 As provided in N.C. Gen. Stat. § 160A-400.25(a)(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.3 Allowed Uses.

5.3.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.3.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.3.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.4 Development Standards.

5.4.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.4.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a Major Modification to this Agreement which must follow the procedures for Major Modifications. Any other zoning amendments to the Project's development standards shall be considered Minor Modifications.

5.4.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and that 350 South may from time to time request modifications to the Project's development standards.

5.4.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

5.5 Water.

5.5.1 The City has constructed and owns a 16-inch water line along Sandy Ridge Road running to a point at the intersection of Sandy Ridge and Tyner Roads. 350 South has

determined and the City agrees that the Sandy Ridge Road water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.5.2 350 South shall construct to city standards the public water lines necessary to extend water service to the entire project subject to the Reimbursement Agreement in Article 6.

5.5.3 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.5.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project.

5.5.5 The City agrees to waive all annexation fees, including all water acreage fees, for water service for the Project.

5.5.6 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend water lines beyond the terms and obligations in this Agreement.

5.6 Sewer – Phase 1.

5.6.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River west of Phase 1.

5.6.2 The City has committed at its expense to design, permit and construct a 12-inch sewer outfall from the West Fork of the Deep River along the tributary creek to the southwestern property line of Tax Parcel 0171055 (identified as Tract S on Exhibit B). This line is and shall be known as the "Adkins Outfall." The Adkins Outfall is in the permitting phase.

5.6.3 The City agrees to provide for continued funding of the Adkins Outfall in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.6.4 The City shall not be required to construct the Adkins Outfall until a company commits to locating a building or buildings in Phase 1. Notwithstanding the City's commitment in paragraph 5.6.2 above, if a company commits to developing a portion of Phase 1 and chooses to construct a building or buildings in a location(s) that would obviate the need to construct the outfall to tax parcel 0171055, then the outfall may be constructed to a location mutually agreed upon by the City and 350 South.

5.6.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Outfall.

5.6.6 The City agrees to waive all annexation fees, including all sewer acreage fees, for sewer service for the Project.

5.7 Sewer – Phase 2.

5.7.1 The City has committed at its expense to design, permit and construct a sewer outfall from the West Fork of the Deep River along the tributary creek to a point just south of Tract B on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Outfall."

5.7.2 The Outback Outfall may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.7.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Outfall, it is anticipated that the parcels located in Phase 2 shall continue to be used only for agricultural and residential purposes for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.7.4 350 South shall be solely responsible for connecting individual tracts to the Outback Outfall.

5.7.5 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend sewer lines beyond the terms and obligations in this Agreement.

5.8 Transportation.

5.8.1 Traffic Impact Analysis.

5.8.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.8.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a TIA conducted by a professional engineer licensed in the State of North Carolina. Analyses shall be conducted at 350 South's sole expense and shall conform to the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable.

5.8.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a TIA which identifies and analyzes the likely

improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1 and to mitigate the Project's anticipated traffic impact.

5.8.1.4 Except as provided in paragraph 5.8.2.6 below, improvements along Sandy Ridge Road necessary to mitigate 350 South's traffic impact, as identified in the initial TIA and subsequent updates and amendments, shall be the responsibility of 350 South and not subject to reimbursement from the City.

5.8.1.5 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. A new TIA shall be required to replace an earlier TIA whose initial five-year horizon has passed.

5.8.1.6 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project. A technical memorandum which documents changes that do not require additional analysis of improvements may be used for proposed additions that add fewer than 150 peak hour trips. 350 South may use up to two technical memorandums before a full TIA update shall be required.

5.8.2 Transportation Improvements.

5.8.2.1 Except as provided in the Reimbursement Agreement in Article 6, the construction of and improvements to the Project's internal roads that connect the Project and its transportation network to the surrounding road system shall be at 350 South's sole expense.

5.8.2.2 350 South agrees to dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project.

5.8.2.3 This Agreement does not address the imposition of costs on 350 South for the realignment of Sandy Ridge Road to a location other than its existing corridor.

5.8.2.4 Realignments and improvements to existing roadways and intersections bordering the Project shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that such improvements are necessitated by existing traffic conditions. However, if

the TIA concludes that 350 South's development contributes to the need for realignments and improvements, then 350 South shall be required to contribute to the cost of improvements proportional to its impact on the roadway system.

5.8.2.5 350 South shall, at its expense, install a traffic signal at the primary access point to Sandy Ridge Road when warranted and approved by NCDOT. This signal shall be operated and maintained by NCDOT until such time as the City and NCDOT decide that the signal must be interconnected with the City's Traffic Signal System. At that time, 350 South shall pay to the City its proportionate share of the cost of connecting to the system, which cost shall not exceed $30,000. 350 South shall also participate in the design and construction of other off-site traffic signals and traffic control/access management devices along Sandy Ridge Road, as yet undetermined, to the extent of the development's proportionate impact on the affected intersections and roadways.

5.8.2.6 350 South shall be required to make any other improvements to mitigate the additional burden to the transportation system created by the Project's traffic generation as recommended by (a) a TIA; (b) any subsequent TIA conducted for the Project; (c) any transportation conditions agreed to at the time of rezoning; and (d) any standard transportation improvements required at the time of plan review. If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay its proportionate share of costs.

5.8.2.7 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof in exchange for an equivalent amount of Land Credits.

5.8.3 Public Road Extensions

5.8.3.1 It is anticipated that the Project will require the construction or improvement of at least three public roads to serve the Project and the surrounding road network, described as follows: (a) an east/west connector between either Gallimore Dairy Road or Clinard Farms Road and Boylston Road, an extension which has been on the City's Capital Improvement Plan ("CIP") for the High Point Metropolitan Area, and which would serve Phase 1 and regional traffic; (b) a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"); and (c) an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A or H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, Endicott Road or both (the "Endicott/Norcross Extension"). The Adkins Extension and the Endicott/Norcross Extension would connect new industries to Interstate 40 (Business) to the north and the City's industries and

residential areas to the south and would not be needed until commencement of Phase 2.

5.8.3.2 The location and alignments of the road extensions described in paragraph 5.5.3.1 will not be known until economic development prospects commit to specific sites.

5.8.3.3 The City agrees that at the next possible opportunity it will place the roads described in paragraph 5.8.3.1 onto the City's CIP which is used for long-range planning purposes only, does not represent documented transportation needs, is fiscally unconstrained, and does not imply that funding is or will be available for improvements when such is identified.

5.8.3.4 The City agrees that 350 South has provided a nonbinding estimate that the costs of constructing the Adkins and Endicott/Norcross Extensions and the Gallimore Dairy or Clinard Farms Road to Boylston Road connector would be $500.00 per linear foot.

ARTICLE 6
REIMBURSEMENT

6.1 Purpose and Overview. This Reimbursement Agreement establishes a mechanism for sharing the expenses of Transportation Improvements that serve both the Project and the broader transportation network. It also acknowledges and lowers the substantial risks assumed by 350 South in assembling large tracts for development which can benefit the City in terms of jobs and increased tax base. The source of funds to be used to reimburse 350 South shall be a percentage of the taxes generated by the Project's development, paid annually.

6.2 Eligible Reimbursements.

6.2.1 350 South may be reimbursed for expenses incurred for the construction of any public road within the Project, including, but not limited to, Gallimore Dairy Road or Clinard Farms Road to Boylston Road Extension; the Adkins Road Extension; and the Norcross/Endicott Extension (each hereinafter referred to as "Road" or collectively as "Roads"). Construction costs for which reimbursement are eligible include design and engineering costs, material costs, labor costs, and water and sewer utility costs to the extent such utilities are installed as part of road construction.

6.2.2 350 shall not be reimbursed for land costs, costs of right-of-way dedication, improvements to Sandy Ridge Road required by the TIA to mitigate 350 South's impact to the transportation network, and any costs in excess of what has been reimbursed to 350 South at the end of the Reimbursement Period.

6.2.3 The map attached as Exhibit B illustrates the locations of the Roads discussed in paragraph 6.2.1 above. These Roads and Road locations are conceptual in nature. 350

South and the City agree that these Roads may not be constructed or, if constructed, may not be located exactly where shown.

6.3 350 South's Obligations.

6.3.1 Subject to the reimbursement provisions in Section 6.4 below, 350 South shall incur all costs related to engineering and design of the Roads. Each of the Roads shall be designed to meet City or NCDOT standards, as applicable. All engineering costs related to road design, including obtaining all local, state and federal permits, shall be the responsibility of 350 South.

6.3.2 350 South shall dedicate all Right of Way within the Project necessary for the construction of the Roads. It shall also make reasonable attempts to acquire, at 350 South's expense, the tracts of land between the Project and Sandy Ridge Road and the Project and Boylston Road in order to make the connection to these roads possible.

6.3.3 350 South shall hire a general contractor to construct the Roads. General contractor bids shall not be excluded or ineligible because the company is affiliated with 350 South.

6.3.4 To be eligible for reimbursement pursuant to N.C. Gen. Stat. § 160A-499, 350 South shall, in consultation with the City, follow the procedures established in N.C. Gen. Stat. §§ 143-131 and 143-132 related to public bidding for construction projects. A company affiliated with 350 South may submit bids.

6.3.5 350 South shall cause a contract with a general contractor to include a guarantee by the contractor for all materials and workmanship related to the Roads until the date which is one year after completion of a Road or a final section of a Road, and that the contractor shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period. If 350 South or an affiliated company performs the general contracting, it guarantees by signing this Agreement that it shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period.

6.3.6 Upon determination by the City or NCDOT (as applicable) that the Road or Roads have been constructed to City or NCDOT standards, 350 South shall dedicate the Road and all utilities within the roadway to the City.

6.3.7 350 South shall provide, to the City's satisfaction, an accounting of the total costs incurred in connection with constructing the Roads or any final section of one of the Roads.

6.4 Reimbursement.

6.4.1 Exhibit A represents the Increment District whose increased tax base shall serve as the source for Reimbursement Payments to 350 South.

6.4.2 The Baseline Tax in the Increment District for the Baseline Tax Year 2012 – 2013 is determined to be $50,882.09.

6.4.3 The Fiscal Year in which the first public Road is dedicated to the City shall be considered the beginning of the Reimbursement Period.

6.4.4 The Reimbursement Payment shall be calculated as the Incremental Tax Increase in the Increment District received by January 31 of each year for the previous year's tax obligations multiplied by 45%.

6.4.5 The City shall make the Reimbursement Payment on or before March 15 beginning in the calendar year that immediately follows acceptance by the City and dedication of a Road. By way of illustration only, if (a) the Incremental Tax Increase of the Increment District is $100,000; (b) the full $100,000 is paid prior to January 31 of the next calendar year; and (c) 350 South has dedicated one of the Roads or a final section of a Road, then the City shall pay 350 South $45,000 as the first Reimbursement Payment for the dedicated Road. If the Incremental Tax Increase the following year is $200,000 and the full amount is timely paid, then the City shall pay 350 South $90,000 on or before March 15.

6.4.6 Subject to the provisions of paragraph 6.4.7, Reimbursement Payments shall continue until the end of the Reimbursement Period.

6.4.7 If 350 South is fully reimbursed for all Roads prior to the end of the twenty year Reimbursement Period, the payments shall cease. If 350 South is not fully reimbursed prior to the end of the Reimbursement Period, then 350 does not recoup the unreimbursed amount.

6.4.8 Interest shall not accrue on the amount(s) expended by 350 South for the construction of the Roads.

6.4.9 The City makes no promise or guarantee that 350 South shall be fully reimbursed all construction costs. 350 South assumes all risks that the Project may not develop or may develop too slowly to create an Incremental Tax Increase sufficient to provide full reimbursement.

ARTICLE 7
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

7.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

7.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(a)(1), 350 South has attached the Project's legal description as Exhibit A.

7.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(a)(2), the parties to this Agreement shall not be precluded from extending the term of the Agreement.

7.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(a)(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

7.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(a)(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

7.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(a)(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

7.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(a)(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the City's Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

7.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(a)(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

7.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(a)(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 8
PERIODIC REVIEW AND DEFAULT

8.1 Periodic Review.

8.1.1 Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review at least every twelve (12) months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement. The periodic review shall be conducted at a time determined by the Planning Director or other City Manager designee. After conducting the periodic review, the Planning Director or other City Manager designee shall prepare an Annual Report to the City detailing the findings of the periodic review. A copy of the Annual Review shall be delivered to 350 South.

8.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

8.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of Material Breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

8.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

8.2 Default.

8.2.1 Only the failure of a party to comply with Material Terms of this Agreement shall constitute default.

8.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

8.2.3 Performance by either party within a reasonable time shall constitute cure of default.

8.2.4 350 South's failure to comply with any provision other than the Material Terms contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

8.2.5 As provided in Sections 3.29, 9.3 and 9.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

9.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

9.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

9.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

9.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

9.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

9.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

9.11 Modification. The terms of this Agreement may be modified by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.25(b). A Minor Modification to this Agreement shall be recorded in the records of the City and 350 South but shall not require a public hearing.

9.12 Termination. Pursuant to N.C. Gen. Stat. § 160A-400.28, this Agreement may be canceled by mutual consent of the parties to the Agreement or by their successors in interest.

9.13 Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

9.14 Notices. Any notice, demand or communication which is required or may be given to another party in writing shall be delivered or addressed to the other at the address below or to such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager
P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department
P.O. Box 230
High Point, NC 27261
lee.burnette@highpointnc.gov

JoAnne L. Carlyle. Esq.
P.O. Box 230
High Point, NC 27261
joanne.carlyle@highpointnc.gov

to 350 South at:

D.H. Griffin, Sr.
4716 Hilltop Road
Greensboro, NC 27407
dhgriffin@dhgriffin.com

with copies to:

D.H. Griffin, Jr.
4716 Hilltop Road
Greensboro, NC 2740
dhgriffinjr@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

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IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By: _____
D.H. Griffin, Managing Member

City of High Point

By: _____
Strib Boynton, City Manager

ATTEST:

_____
City Clerk

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

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

_____ 8/8/2013
City of High Point Finance Director

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **D. H. Griffin.**

Today's Date: 5/23, 2013

Melissa Susan Blosse
[Notary's signature as name appears on seal]

Melissa Susan Blosse
[Notary's printed name as name appears on seal]

My commission expires: JULY 7, 2015

MELISSA SUSAN BLOSSE Notary Public Guilford County My Commission Expires 07/07/2015 NORTH CAROLINA

[Affix Notary Seal in Space Above]

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, DAWN J. SPARKS, the undersigned, a Notary Public of said County and State, do hereby certify that LISA B. VIERLING personally appeared before me this day and acknowledged that he/she is the _____ City Clerk of the City of High Point, a Municipal Corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by its _____ City Clerk.

WITNESS my hand and official seal or stamp, this the 5th day of August, 2013.

Dawn J. Sparks
[Notary's signature as name appears on seal]

DAWN J. SPARKS
[Notary's printed name as name appears on seal]

My commission expires: 8/18, 2013

DAWN J. SPARKS NOTARY PUBLIC GUILFORD COUNTY, NC

[Affix Notary Seal in Space Above]

STATE OF NORTH CAROLINA
COUNTY OF Guilford

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: **James Bland**.

Today's Date: Aug. 8, 2013

Deborah P Atkinson
[Notary's signature as name appears on seal]

Deborah P Atkinson
[Notary's printed name as name appears on seal]

My commission expires: 12-7, 2014

[Affix Notary Seal in Space Above]

Exhibit A

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT "A"
218.6 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWESTERN MOST CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD AND ON THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHWESTERN CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6837 PAGE 0589, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 89 DEG. 04 MIN. 48 SEC. E DISTANCE BEING 143.24 FEET TO A POINT, THENCE N 01 DEG. 46 MIN. 31 SEC. E DISTANCE BEING 28.41 FEET TO A POINT, THENCE S 88 DEG. 25 MIN. 04 SEC. E DISTANCE BEING 95.64 FEET TO A POINT, THENCE N 48 DEG. 34 MIN. 26 SEC. E DISTANCE BEING 156.20 FEET TO A POINT, THENCE N 82 DEG. 44 MIN. 31 SEC. E DISTANCE BEING 191.31 FEET TO A POINT, THENCE N 86 DEG. 30 MIN. 45 SEC. E DISTANCE BEING 101.43 FEET TO A POINT, THENCE S 89 DEG. 31 MIN. 28 SEC. E DISTANCE BEING 63.85 FEET TO A POINT, THENCE S 81DEG. 49 MIN. 00 SEC. E DISTANCE BEING 100.32 FEET TO A POINT, THENCE S 70 DEG. 46 MIN. 58 SEC. E DISTANCE BEING 28.95 FEET TO A POINT, THENCE S 56 DEG. 23 MIN. 14 SEC. E DISTANCE BEING 147.84 FEET TO A POINT, THENCE S 02 DEG. 11 MIN. 35 SEC. W DISTANCE BEING 73.95 FEET TO A POINT, THENCE N 89 DEG. 37 MIN. 25 SEC. W DISTANCE BEING 295.44 FEET TO A POINT BEING THE NORTHWESTERN CORNER OF THOMAS W. BLACKWOOD AS RECORDED IN DEED BOOK 5588 PAGE 0401, THENCE WITH THE WESTERN LINE OF SAID THOMAS W. BLACKWOOD S 04 DEG. 21 MIN. 23 SEC. E DISTANCE BEING 393.87 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID THOMAS W. BLACKWOOD N 89 DEG. 43 MIN. 54 SEC. E DISTANCE BEING 329.44 FEET TO A POINT, THENCE N 00 DEG. 36 MIN. 01 SEC. E DISTANCE BEING 419.87 FEET TO A

POINT, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 52 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 211.03 FEET TO A POINT, THENCE S 56 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 85.56 FEET TO A POINT, THENCE S 62 DEG. 16 MIN. 39 SEC. E DISTANCE BEING 113.37 FEET TO A POINT, THENCE S 71 DEG. 00 MIN. 43 SEC. E DISTANCE BEING 127.39 FEET TO A POINT, THENCE S 82 DEG. 54 MIN. 24 SEC. E DISTANCE BEING 329.92 FEET TO A POINT, THENCE N 72 DEG. 57 MIN. 52 SEC. E DISTANCE BEING 198.66 FEET TO A POINT, THENCE S 89 DEG. 28 MIN. 28 SEC. E DISTANCE BEING 570.24 FEET TO A POINT, THENCE S 85 DEG. 25 MIN. 07 SEC. E DISTANCE BEING 225.98 FEET TO A POINT, THENCE S 68 DEG. 10 MIN. 38 SEC. E DISTANCE BEING 565.75 FEET TO A POINT, THENCE LEAVING THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 S 01 DEG. 28 MIN. 31 SEC. E DISTANCE BEING 655.86 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD S 83 DEG. 41 MIN. 57 SEC. W DISTANCE BEING 171.00 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT A CHORD BEARING OF S 17 DEG. 01 MIN. 40 SEC. E CHORD DISTANCE BEING 60.27 FEET AND HAVING A RADIUS OF 60.00 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID NORCROSS ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD N 83 DEG. 47 MIN. 19 SEC. E DISTANCE BEING 149.49 FEET TO A POINT, THENCE S 01 DEG. 45 MIN. 12 SEC. E DISTANCE BEING 238.44 FEET TO A POINT, THENCE S 88 DEG. 11 MIN. 59 SEC. E DISTANCE BEING 457.42 FEET TO A POINT, THENCE S 03 DEG. 02 MIN. 32 SEC. W DISTANCE BEING 278.95 FEET TO A POINT, THENCE S 68 DEG. 26 MIN. 07 SEC. E DISTANCE BEING 374.36 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 517.16 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 303.86 FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD S 04 DEG. 37 MIN. 55 SEC. W DISTANCE BEING 480.60 FEET TO A POINT, THENCE N 86 DEG. 41 MIN. 16 SEC. W DISTANCE BEING 305.49 FEET TO A POINT, THENCE S 86 DEG. 22 MIN. 54 SEC. W DISTANCE BEING 742.66 FEET TO A POINT, THENCE S 88 DEG. 51 MIN. 07 SEC. W DISTANCE BEING 86.00

FEET TO A POINT, THENCE N 86 DEG. 26 MIN. 36 SEC. W DISTANCE BEING 240.99 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 04 SEC. W DISTANCE BEING 646.27 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 05 SEC. W DISTANCE BEING 435.58 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD N 89 DEG. 19 MIN. 23 SEC. W DISTANCE BEING 235.73 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 89 DEG. 55 MIN. 57 SEC. W DISTANCE BEING 152.91 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 86 DEG. 26 MIN. 20 SEC. W DISTANCE BEING 65.81 FEET TO A POINT, THENCE N 00 DEG. 00 MIN. 08 SEC. E DISTANCE BEING 762.60 FEET TO A POINT, THENCE N 00 DEG. 18 MIN. 36 SEC. E DISTANCE BEING 773.51 FEET TO A POINT, THENCE N 55 DEG. 20 MIN. 18 SEC. W DISTANCE BEING 839.16 FEET TO A POINT BEING THE NORTHWEST CORNER OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 0645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES, LLC S 00 DEG. 24 MIN. 02 SEC. E DISTANCE BEING 1241.38 FEET TO A POINT, THENCE N 89 DEG. 53 MIN. 27 SEC. W DISTANCE BEING 269.83 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF AN UNIMPROVED STREET AS RECORDED IN PLAT BOOK 51 PAGE 86, THENCE S 00 DEG. 16 MIN. 22 SEC. W DISTANCE BEING 408.64 FEET TO A POINT, THENCE S 88 DEG. 54 MIN. 45 SEC. W DISTANCE BEING 199.79 FEET TO A POINT, THENCE S 01 DEG. 02 MIN. 55 SEC. E DISTANCE BEING 195.98 FEET TO A POINT, THENCE N 80 DEG. 47 MIN. 10 SEC. W DISTANCE BEING 279.22 FEET TO A POINT, THENCE N 84 DEG. 57 MIN. 19 SEC. W DISTANCE BEING 277.59 FEET TO A POINT, THENCE N 07 DEG. 12 MIN. 40 SEC. E DISTANCE BEING 669.70 FEET TO A POINT BEING THE NORTHEASTERN CORNER OF C. W. IRVIN JR AS RECORDED IN DEED BOOK 1534 PAGE 0354, THENCE WITH THE NORTHERN LINE OF SAID C. W. IRVIN JR N 89 DEG. 06 MIN. 02 SEC. W DISTANCE BEING 834.48 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF DAVID B. CIENER AS RECORDED IN DEED BOOK 5768 PAGE 1773 N 00 DEG. 19 MIN. 31 SEC. E DISTANCE BEING 1665.23 FEET TO A POINT, THENCE N 86 DEG. 39 MIN. 44 SEC. W DISTANCE BEING 446.48 FEET TO A POINT, THENCE N 01 DEG. 44 MIN. 50 SEC. E DISTANCE BEING 659.26 FEET TO A POINT, THENCE N 84

DEG. 12 MIN. 28 SEC. W DISTANCE BEING 350.34 FEET TO A POINT ON THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 29 DEG. 51 MIN. 43 SEC. E DISTANCE BEING 297.64 FEET TO A POINT, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 20 DEG. 51 MIN. 49 SEC. E DISTANCE BEING 201.06 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 218.6 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT "B"
2.4 ACRES TRACT

BEGINNING AT A POINT BEING THE SOUTHWESTERN CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD AND ON THE EASTERN 50 FOOT RIGHT OF WAY FOR A PLATTED STREET AS SHOWN RECORDED IN PLAT BOOK 51 PAGE 86, THENCE WITH THE EASTERN 50 FOOT RIGHT OF WAY FOR SAID UNIMPROVED STREET (OLIN DRIVE) N 00 DEG. 30 MIN. 02 SEC. E DISTANCE BEING 504.46 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF J.D. JOHNSON AS RECORDED IN DEED BOOK 6558 PAGE 1401 S 87 DEG. 49 MIN. 05 SEC. E DISTANCE BEING 219.10 FEET TO A POINT IN THE EASTERN LINE OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES S 01 DEG. 31 MIN. 17 SEC. W DISTANCE BEING 495.38 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD N 87 DEG. 52 MIN. 35 SEC. W DISTANCE BEING 179.85 FEET TO A POINT, THENCE S 76 DEG. 03 MIN. 41 SEC. W DISTANCE BEING 31.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINGING 2.4 ACRES MORE OR

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT "C"
51.8 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWEST INTERSECTION OF STAPLES ROAD AND ADKINS ROAD, SAID POINT BEING THE NOTRHEASTERN MOST CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6928 PAGE 2035, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD BEING A CURVE TO THE LEFT A CHORD BEARING OF S 47 DEG. 48 MIN. 15 SEC. W CHORD DISTANCE BEING 443.33 FEET AND HAVING A RADIUS OF 688.24 FEET TO A POINT, THENCE S 24 DEG. 10 MIN. 58 SEC. W DISTANCE BEING 53.86 FEET TO A POINT, THENCE S 22 DEG. 08 MIN. 50 SEC. W DISTANCE BEING 80.93 FEET TO A POINT, THENCE S 15 DEG. 53 MIN. 34 SEC. W DISTANCE BEING 76.65 FEET OT A POINT, THENCE S 13 DEG 16 MIN. 50 SEC. W DISTANCE BEING 77.57 FEET TO A POINT, THENCE S 02 DEG. 00 MIN. 05 SEC. W DISTANCE BEING 429.91 FEET TO A POINT, THENCE WITH THE NORTH LINE OF GRAY PHILLIPS N 83 DEG. 38 MIN. 34 SEC. W DISTANCE BEING 547.50 FEET TO A POINT, THENCE S 00 DEG. 01 MIN. 10 SEC. E DISTANCE BEING 259.43 FEET TO A POINT, THENCE N 89 DEG. 51 MIN. 28 SEC. W DISTANCE BEING 568.03 FEET TO A POINT, THENCE N 89 DEG. 31 MIN. 49 SEC. W DISTANCE BEING 238.52 FEET TO A POINT, THENCE N 88 DEG. 56 MIN. 20 SEC. W DISTANCE BEING 1060.87 FEET TO A POINT, THENCE WITH THE EASRTERN LINE OF JAMES W. MOOREFIELD AS RECORDED IN DEED BOOK 3516 PAGE 1589 N 01 DEG. 07 MIN. 12 SEC. E DISTANCE BEING 466.86 FEET TO A POINT, THENCE S 87 DEG. 18 MIN. 52 SEC. E DISTANCE BEING 198.76 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF TONY G IDOL AS RECORDED IN DEED BOOK 4379 PAGE 1010 N 03 DEG. 36 MIN. 47 SEC. E DISTANCE BEING 343.56 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF C. W. IRVIN AS RECORDED IN DEED BOOK 1534 PAGE 0354 N 87 DEG. 27 MIN. 58 SEC. E DISTANCE BEING 1111.11 FEET TO A POINT, THENCE N 06 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 332.67 FEET TO A POINT, THENCE S 85 DEG. 31 MIN. 15 SEC. E DISTANCE BEING 776.75

FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE SAID WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD S 04 DEG. 21 MIN. 08 SEC. W DISTANCE BEING 126.09 FEET TO A POINT, THENCE S 12 DEG. 06 MIN. 03 SEC. W DISTANCE BEING 36.11 FEET TO A POINT, THENCE S 46 DEG. 55 MIN. 56 SEC. W DISTANCE BEING 52.85 FEET TO A POINT, THENCE S 68 DEG. 12 MIN. 23 SEC. W DISTANCE BEING 55.38 FEET TO A POINT, THENCE N 88 DEG. 31 MIN. 50 SEC. W DISTANCE BEING 294.81 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF SAID STAPLES ROAD, THENCE WITH THE TERMINUS OF SAID STAPLES ROAD S 03 DEG. 09 MIN. 51 SEC. W DISTANCE BEING 56.16 FEET TO A POINT, THENCE S 89 DEG. 06 MIN. 01 SEC. E DISTANCE BEING 160.47 FEET TO A POINT, THENCE S 88 DEG. 41 MIN. 23 SEC. E DISTANCE BEING 139.97 FEET TO A POINT, THENCE N 82 DEG. 27 MIN. 10 SEC. E DISTANCE BEING 54.82 FEET TO A POINT, THENCE N 56 DEG. 11 MIN. 11 SEC. E DISTANCE BEING 42.70 FEET TO A POINT, THENCE N 46 DEG. 55 MIN. 54 SEC. E DISTANCE BEING 66.50 FEET TO A POINT, THENCE N 21 DEG. 18 MIN. 31 SEC. E DISTANCE BEING 33.24 FEET TO A POINT, THENCE N 07 DEG. 24 MIN. 19 SEC. E DISTANCE BEING 32.97 FEET TO A POINT, THENCE N 01 DEG. 42 MIN. 46 SEC. E DISTANCE BEING 227.22 FEET TO A POINT, THENCE N 24 DEG. 56 MIN. 53 SEC. E DISTANCE BEING 24.63 FEET TO A POINT, THENCE N 68 DEG. 12 MIN. 33 SEC. E DISTANCE BEING 30.14 FEET TO A POINT, THENCE S 88 DEG. 08 MIN. 38 SEC. E DISTANCE BEING 518.09 FEET TO A POINT, THENCE S 79 DEG. 42 MIN. 37 SEC. E DISTANCE BEING 31.29 FEET TO A POINT THENCE S 64 DEG. 59 MIN. 40 SEC. E DISTANCE BEING 23.16 FEET TO A POINT, THENCE S 52 DEG. 26 MIN. 09 SEC. E DISTANCE BEING 22.95 FEET TO A POINT, THENCE S 20 DEG. 00 MIN. 35 SEC. E DISTANCE BEING 27.50 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 51.8 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
TRACT "D"
231.83 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHEAST TERMINUS OF JOE ROAD, SAID POINT ALSO BEING IN A WESTERN LINE OF JAMES S. HEDGECOCK AS RECORDED IN DEED BOOK 5613 PAGE 38, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR SAID JOE ROAD N 85 DEG. 28 MIN. 19 SEC. W DISTANCE BEING 60.00 FEET TO A POINT, THENCE WITH THE WESTERN RIGHT OF WAY FOR SAID JOE ROAD S 04 DEG. 31 MIN. 41 SEC. W DISTANCE BEING 2052.93 FEET TO A POINT, THENCE WITH A SOUTHERN LINE OF 350 SOUTH LAND HOLDING, LLC N 84 DEG. 34 MIN. 44 SEC. W DISTANCE BEING 743.70 FEET TO A POINT, THENCE N 02 DEG. 35 MIN. 15 SEC. E DISTANCE BEING 1244.63 FEET TO A POINT, THENCE N 42 DEG. 21 MIN. 55 SEC. W DISTANCE BEING 1231.09 FEET TO A POINT, THENCE N 01 DEG. 23 MIN. 24 SEC. E DISTANCE BEING 132.15 FEET TO A POINT, THENCE N 88 DEG. 52 MIN. 05 SEC. W DISTANCE BEING 331.90 FEET TO A POINT, THENCE N 00 DEG. 56 MIN. 55 SEC. E DISTANCE BEING 429.80 FEET TO A POINT, THENCE S 87 DEG. 14 MIN. 55 SEC. W DISTANCE BEING 516.72 FEET TO A POINT ON THE EASTERN RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE EASTERN RIGHT OF WAY FOR ADKINS ROAD N 01 DEG. 23 MIN. 21 SEC. W DISTANCE BEING 102.24 FEET TO A POINT, N 02 DEG. 25 MIN. 26 SEC. E DISTANCE BEING 159.91 FEET TO A POINT, THENCE S 87 DEG. 32 MIN. 59 SEC. E DISTANCE BEING 190.00 FEET TO A POINT, THENCE N 03 DEG. 11 MIN. 55 SEC. E DISTANCE BEING 559.00 FEET TO A POINT, THENCE N 85 DEG. 05 MIN. 05 SEC. W DISTANCE BEING 197.50 FEET TO A POINT, THENCE N 02 DEG. 01 MIN. 36 SEC. E DISTANCE BEING 428.30 FEET TO A POINT, THENCE N 14 DEG. 36 MIN. 28 SEC. E DISTANCE BEING 141.99 FEET TO A POINT, THENCE N 25 DEG. 09 MIN. 55 SEC. E DISTANCE BEING 125.71 FEET TO A POINT, THENCE S 82 DEG. 41 MIN. 09 SEC. E DISTANCE BEING 296.14 FEET TO A POINT, THENCE S 00 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 1226.90 FEET TO A POINT, THENCE S 89 DEG. 39 MIN. 05 SEC. E DISTANCE BEING 408.70 FEET TO A

POINT, THENCE S 86 DEG. 48 MIN. 15 SEC. E DISTANCE BEING 692.40 FEET TO A POINT, THENCE N 01 DEG. 09 MIN. 15 SEC. W DISTANCE BEING 1243.95 FEET TO A POINT, THENCE N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 420.00 FEET TO A POINT, THENCE N 00 DEG. 10 MIN. 11 SEC. W DISTANCE BEING 406.98 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ADKINS ROAD N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 363.69 FEET TO A POINT, THENCE WITH A WESTERN LINE OF VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 00 DEG. 10 MIN. 11 SEC. E DISTANCE BEING 1678.70 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 87 DEG. 21 MIN. 18 SEC. E DISTANCE BEING 946.23 FEET TO A 1 1/2 INCH IRON PIPE, THENCE WITH THE EASTERN LINE OF CHRISTOPHER UNDERWOOD AS RECORDED IN DEED BOOK 5805 PAGE 2918 N 03 DEG. 40 MIN. 25 SEC. E DISTANCE BEING 203.47 FEET TO AN EXISTING 1 INCH PINCH TOP IRON PIPE, THENCE WITH THE EASTERN LINE OF KENNETH JONES AS RECORDED IN DEED BOOK 2756 PAGE 0492 N 03 DEG. 41 MIN. 41 SEC. E DISTANCE BEING 129.80 FEET TO AN EXISTING 3/4 INCH PINCH TOP IRON PIPE, THENCE WITH THE EASTERN LINE OF SAID KENNETH JONES AND CROSSING A BRANCH N 03 DEG. 41 MIN. 35 SEC. E DISTANCE BEING 104.50 FEET TO AN EXISTING #3 REBAR, THENCE WITH THE EASTERN LINE OF SAID KENNETH JONES N 04 DEG. 01 MIN. 01 SEC. E DISTANCE BEING 54.51 FEET TO A #3 REBAR, THENCE WITH AN EASTERN LINE OF ANN K. SHAW AS RECORDED IN DEED BOOK 7085 PAGE 0984 N 03 DEG. 09 MIN. 46 SEC. E DISTANCE BEING 49.88 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 INCH IRON PIPE ALSO BEING THE SOUTHEAST CORNER OF LOT 18 OF THE VALLEY DALE ACRES AS RECORDED IN PLAT BOOK 29 PAGE 12, THENCE WITH THE EASTERN LINE OF SAID ANN K. SHAW N 03 DEG. 47 MIN. 14 SEC. E DISTANCE BEING 104.69 FEET TO AN EXISTING #3 REBAR, SAID EXISTING #3 REBAR BEING THE SOUTHEAST CORNER OF LOT 17 OF THE AFORESAID VALLEY DALE ACRES, THENCE WITH AN EASTERN LINE OF SAID LOT 17 AND BEING THE EASTERN LINE OF CHARLES H. MCLAUCHLIN AS RECORDED IN DEED BOOK 3861 PAGE 1473 N 03 DEG. 27 MIN. 19 SEC. E DISTANCE

BEING 54.90 FEET TO AN EXISTING 3/4 INCH IRON PIPE, THENCE WITH THE SOUTHERN LINE OF JAMES DREW KNUCKLES AS RECORDED IN DEED BOOK 2258 PAGE 338 S 84 DEG. 45 MIN. 19 SEC. E DISTANCE BEING 1573.72 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 IRON PIPE BEING THE NORTHWEST CORNER OF CLARENCE S. LONG, JR AS RECORDED IN DEED BOOK 4199 PAGE 1049 AND DEED BOOK 2277 PAGE 517, THENCE WITH THE WESTERN LINE OF SAID CLARENCE S. LONG, JR S 10 DEG. 30 MIN. 23 SEC. W DISTANCE BEING 208.98 FEET TO AN EXISTING 1/2 INCH PINCH TOP IRON PIPE, THENCE WITH SAID CLARENCE S. LONG, JR S 84 DEG. 30 MIN. 54 SEC. E DISTANCE BEING 418.25 FEET TO AN EXISTING 1 INCH SOLID ROD IN THE WESTERN LINE OF DENNIS W. ROBINSON, THENCE WITH THE WESTERN LINE OF DENNIS W. ROBINSON AS RECORDED IN DEED BOOK 4268 PAGE 493 S 10 DEG. 00 MIN. 06 SEC. W DISTANCE BEING 60.38 FEET TO AN EXISTING 1/2 INCH SOLID ROD, THENCE WITH THE WESTERN LINE OF SAID DENNIS W. ROBINSON AS RECORDED IN DEED BOOK 1360 PAGE 0430 AND AS SHOWN ON PLAT BOOK 150 PAGE 32 S 10 DEG. 27 MIN. 09 SEC. W DISTANCE BEING 688.36 FEET TO AN EXISTING 1/2 INCH IRON PIPE BEING THE NORTHWEST CORNER OF DOUGLAS E. BULL AS DESCRIBED IN DEED BOOK 2762 PAGE 0005, THENCE WITH THE WESTERN LINE OF DOUGLAS E. BULL S 10 DEG. 29 MIN. 07 SEC. W DISTANCE BEING 175.95 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH THE SOUTHERN LINE OF SAID DOUGLAS E. BULL S 79 DEG. 09 MIN. 44 SEC. E DISTANCE BEING 234.08 FEET TO AN EXISTING 1 1/2 INCH IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD (S.R.#1850), THENCE WITH THE WESTERN MARGIN OF SANDY RIDGE ROAD S 25 DEG. 05 MIN. 14 SEC. W DISTANCE BEING 474.30 FEET TO A NEW IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD (S.R.#1850) SAID NEW IRON PIPE ALSO BEING THE SOUTHEAST CORNER OF 350 SOUTH LAND HOLDING, LLC, AS RECORDED IN DEED BOOK 7430 PAGE 1834 TRACT 1, THENCE WITH THE WESTERN MARGIN OF SANDY RIDGE ROAD S 30 DEG. 34 MIN. 02 SEC. W DISTANCE BEING 109.89 FEET TO A NEW IRON PIPE ON THE WESTERN MARGIN OF SANDY RIDGE ROAD, SAID NEW IRON PIPE BEING THE NORTHEASTERN CORNER OF RICKY T. MOODY AS DESCRIBED IN DEED BOOK 4573 PAGE 1922, THENCE WITH THE NORTHERN LINE OF SAID RICKY

T. MOODY N 68 DEG. 57 MIN. 07 SEC. W DISTANCE BEING 615.04 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH AN EASTERN LINE OF SAID RICKY T. MOODY N 05 DEG. 06 MIN. 00 SEC. E DISTANCE BEING 111.13 FEET TO AN EXISTING 1 INCH SOLID ROD IN THE EAST LINE OF SAID RICKY T. MOODY, SAID EXISTING 1 INCH SOLID ROD ALSO BEING SOUTHEAST CORNER OF 350 SOUTH LAND HOLDING, LLC, AS RECORDED IN DEED BOOK 7430 PAGE 1834 TRACT 1, THENCE WITH AN EASTERN LINE OF SAID RICKY T. MOODY N 14 DEG. 55 MIN. 07 SEC. E DISTANCE BEING 69.31 FEET TO AN EXISTING 1/2 INCH IRON PIPE, THENCE WITH A NORTHERN LINE OF SAID RICKY T. MOODY N 83 DEG. 27 MIN. 36 SEC. W DISTANCE BEING 454.95 FEET TO AN EXISTING 1/2 INCH PINCH TOP IRON PIPE, THENCE WITH THE WESTERN LINE OF SAID RICKY T. MOODY S 05 DEG. 45 MIN. 43 SEC. W DISTANCE BEING 443.81 FEET TO AN EXISTING 3/4 INCH IRON PIPE, SAID EXISTING 3/4 INCH IRON PIPE BEING A NORTHWEST CORNER OF ANN SHIELDS AS RECORDED IN DEED BOOK 2807 PAGE 130 TRACT 2, ALSO BEING THE NORTHWEST CORNER OF LOT 3 OF THE ANNE SHIELDS PROPERTY AS RECORDED IN PLAT BOOK 124 PAGE 24, THENCE WITH THE WEST LINE OF SAID ANN SHIELDS S 05 DEG. 45 MIN, 43 SEC, W DISTANCE BEING 339.08 FEET TO AN EXISTING 1 INCH IRON PIPE, SAID EXISTING 1 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID ANN SHIELDS AS RECORDED IN DEED BOOK 2807 PAGE 130 TRACT 2 AND DEED BOOK 1277 PAGE 224, SAID EXISTING IRON PIPE ALSO BEING THE NORTHWEST CORNER OF LAWRENCE O. EDWARDS AS RECORDED IN DEED BOOK 7343 PAGE 1314, THENCE WITH THE WESTERN LINE OF SAID LAWRENCE O. EDWARDS AND THE WESTERN LINE OF LOT 4 OF HOMEDELL SUBDIVISION AS RECORDED IN PLAT BOOK 28 PAGE 32 S 05 DEG. 27 MIN. 28 SEC. W DISTANCE BEING 111.00 FEET TO A MARKED POWER POLE AND P.K. NAILS ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR ROSE HAVEN ROAD (S.R.#1916), THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR SAID ROSE HAVEN ROAD AS DESCRIBED IN DEED BOOK 4240 PAGE 0506 N 68 DEG 23 MIN. 59 SEC. W DISTANCE BEING 3.55 FEET TO A NEW IRON PIPE, THENCE WITH THE WESTERN TERMINUS OF SAID ROSE HAVEN ROAD HAVING A 60 FOOT RIGHT OF WAY S 21 DEG. 36 MIN. 01 SEC. W DISTANCE BEING 60.00 FEET TO A NEW IRON PIPE BEING

THE SOUTHWEST TERMINUS OF SAID ROSE HAVEN ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ROSE HAVEN ROAD S 68 DEG. 23 MIN. 59 SEC. E DISTANCE BEING 43.54 FEET TO A MARKED 12 INCH CEDAR FENCE POST, SAID MARKED 12 INCH CEDAR FENCE POST ALSO BEING THE SOUTHWEST TERMINUS OF ROSE HAVEN ROAD AS SHOWN RECORDED IN PLAT BOOK 28 PAGE 32, THENCE WITH THE WESTERN LINE OF ANGELA R. HAIRSTON AS RECORDED IN DEED BOOK 6755 PAGE 1433 AND BEING THE WESTERN LINE OF LOT 8 OF HOMEDELL SUBDIVISION AS RECORDED IN PLAT BOOK 28 PAGE 32 S 06 DEG. 15 MIN. 46 SEC. W DISTANCE BEING 167.30 FEET TO AN EXISTING 3/4 INCH IRON PIPE IN THE NORTHERN LINE OF JOE W. FRAZIER AS RECORDED IN DEED BOOK 7029 PAGE 709, THENCE WITH THE NORTHERN LINE OF SAID JOE W. FRAZIER AND THE SOUTHERN LINE OF HEREIN DESCRIBED AS RECORDED IN DEED BOOK 2198 PAGE 508 TRACTS 1 AND 2 N 84 DEG. 01 MIN. 36 SEC. W DISTANCE BEING 672.18 FEET TO A NEW IRON PIPE, SAID NEW IRON PIPE BEING THE SOUTHEASTERN CORNER OF JAMES S. HEDGECOCK AS RECORDED IN DEED BOOK 5613 PAGE 38, THENCE WITH THE SOUTHERN LINE OF SAID JAMES S. HEDGECOCK N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 123.75 FEET TO A POINT, THENCE S 00 DEG. 51 MIN. 30 SEC. W DISTANCE 16.06 FEET TO A POINT, THENCE N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 742.93 FEET TO A POINT ON THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE N 04 DEG. 36 MIN. 55 SEC E DISTANCE BEING 904.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 231.83 ACRES MORE OR LESS.

Exhibit B

MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

No.	DATE	REVISION	BY

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7433

Evans Engineering, Inc.

Publish four (4) consecutive weeks: **November 23 & 30, December 7, & 14, 2012**

RESOLUTION OF INTENT TO CONSIDER STREET ABANDONMENTS (Case # SA12-12)

WHEREAS, the City Council is requesting to abandon the following right-of-way: All of Obsidian Court, being located south of Marble Drive, and east of White Farm Lane;

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 17, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment case.

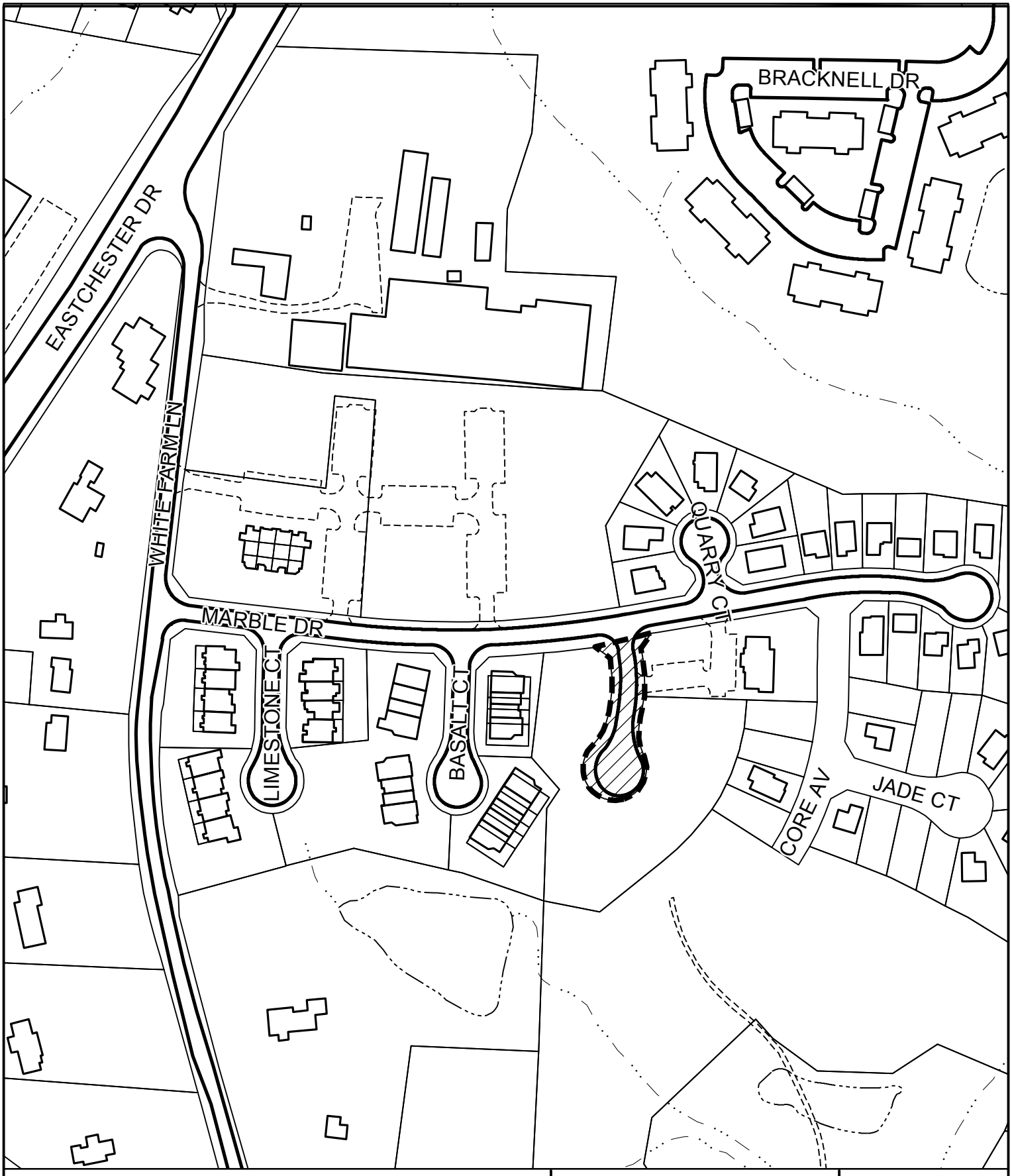
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 19th day of November, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: P. Hunter Dalton



STREET ABANDONMENT REQUEST SA12-12

Applicant: Hunt Dalton

Area: 0.379 acre

Location of street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 23, 2012

N

Scale: 1"=200'

y:/ba-pz/2012/pz/sa12-12.mxd

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 13, 2012 and before the City Council of the City of High Point on November 19, 2012 regarding **Zoning Case 12-12** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on November 4, 2012, for the Planning and Zoning Commission public hearing and on November 8, 2012 and November 15, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 19, 2012.**

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

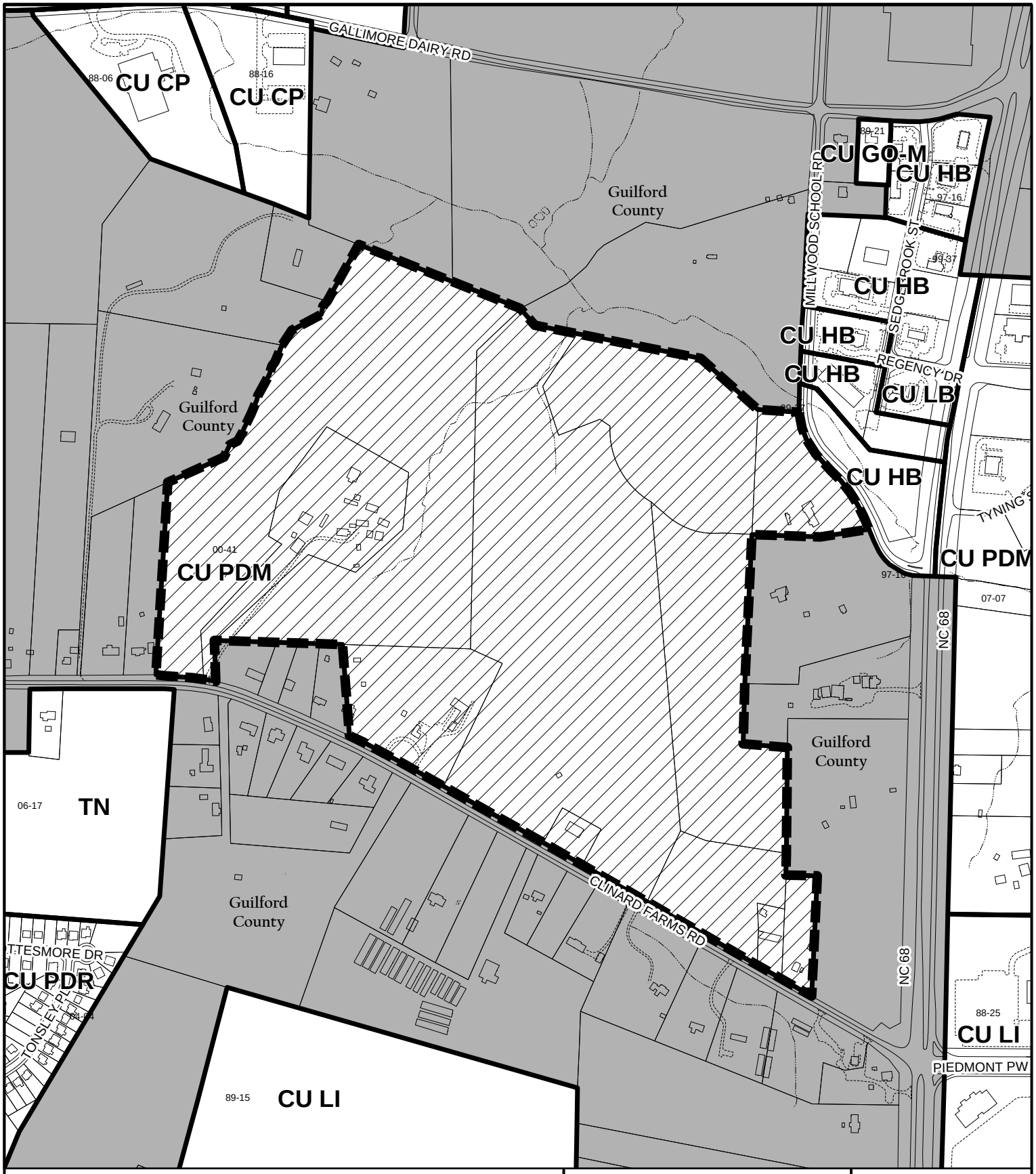
SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Agricultural (AG) District.** The property is approximately 140 acres and lying on the north side of Clinard Farm Road approximately 450 feet west of Eastchester Drive. The property is also known as Guilford County Tax Parcel 0210073, 0212502 thru 0212511.

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.
19th day of November, 2012.

Lisa B. Vierling, City Clerk



ZONING CASE 12-12

From: Conditional Use Planned Unit Development-Mixed
To: Agricutural

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: October 25, 2012

N

Scale: 1'=600'

y:/ba-pz/2012/pz/z12-12.mxd

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 12, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director
T. Robert Martin, Director of Customer Services

SUBJECT: Request for Utilities Receivables Write-off

North Carolina law allows the City to write-off uncollected utility accounts when they become three years old. It is the City's practice to annually clear the financial records of these outstanding accounts prior to fiscal year end. The City's accounting staff continues to annually review and evaluate the collectability of all outstanding amounts and makes accounting adjustments on the balance sheet. Although these amounts are being written off of the City's accounting records, the Customer Services Department continues to make efforts to collect these debts via a variety of methods, including our outstanding successes through the NC Debt Setoff Program in connection with our partnership with the NC Department of Revenue which has collected over $2,014,700 in outstanding utility debts since we began that program in 2002.

Staff requests the authority from City Council to charge off the following amounts for the respective years identified:

FOR FYE	FISCAL YR	CHARGE OFF AMT	CHARGE OFF PCT	TOTAL BILLINGS
6/30/2012	2008-2009	$560,802.18	0.385	$ 145,493,985.94

Although we regret it is necessary to write these amounts off, we are most impressed with our Customer Services Department whose collections efforts average **99.62%** for this year. Additional historical information is attached.

City of High Point
Historical Utilities Charge-Offs

DATE	FISCAL YR	CHG'D OFF AMT	PERCENTAGE	BILLINGS
6/30/1987	1983-1984	$105,107.75	0.275	$38,288,424.88
6/30/1988	1984-1985	$114,691.42	0.260	$44,088,136.22
6/30/1989	1985-1986	$174,916.41	0.419	$41,719,428.08
6/30/1990	1986-1987	$231,105.92	0.439	$52,587,284.13
6/30/1991	1987-1988	$167,740.45	0.300	$55,868,789.86
6/30/1992	1988-1989	$175,247.40	0.305	$57,415,634.87
6/30/1993	1989-1990	$171,290.09	0.285	$60,046,327.21
6/30/1994	1990-1991	$176,895.35	0.271	$65,267,674.68
6/30/1995	1991-1992	$175,309.67	0.255	$68,882,417.05
6/30/1996	1992-1993	$268,350.33	0.377	$71,648,883.75
6/30/1997	1993-1994	$413,031.97	0.538	$76,787,298.33
6/30/1998	1994-1995	$243,676.84	0.298	$81,884,177.65
6/30/1999	1995-1996	$337,946.82	0.384	$88,030,891.21
6/30/2000	1996-1997	$244,765.83	0.285	$85,744,208.77
6/30/2001	1997-1998	$249,765.83	0.262	$95,470,156.98
6/30/2002	1998-1999	$218,381.33	0.228	$95,526,975.82
6/30/2003	1999-2000	$172,092.40	0.163	$105,820,760.30
6/30/2004	2000-2001	$177,065.01	0.165	$107,496,977.06
6/30/2005	2001-2002	$222,393.40	0.203	$109,521,564.33
6/30/2006	2002-2003	$223,780.98	0.191	$117,220,626.71
6/30/2007	2003-2004	$263,789.81	0.220	$119,847,582.87
6/30/2008	2004-2005	$413,510.26	0.341	$121,248,738.27
6/30/2009	2005-2006	$349,965.32	0.261	$134,296,214.52
6/30/2010	2006-2007	$400,146.77	0.297	$134,587,635.64
6/30/2011	2007-2008	$492,965.82	0.342	$143,939,788.84
6/30/2012	2008-2009	$560,802.18	0.385	$145,493,985.94

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST:	Ordinance to Vacate (48-Hour Order)
PROPERTY ADDRESS:	610 Manley Street
OWNER:	Meredith Lynn Reynolds
FIRST INSPECTION 11-14-2012	Number of Violations: Major 3 Minor 0 1) main sewer line is clogged causing backups in tub 2) heat system not able to maintain temperature due to vent on the heater is dislocated 3) bathroom floor has collapsed into the crawl space; dwelling has only one bathroom which is not accessible due to condition of floor
HEARING RESULTS:	Scheduled for City Council Agenda 11-19-2012
ORDER(S) ISSUED: 11-14-2012	Order to Repair 48 - Hour
APPEALS:	No appeals to date.
OWNER ACTIONS:	The owner has not made any repairs to the dwelling.
EXTENSIONS:	None requested by the owner.
CURRENT STATUS: 11-19-2012	There have been not repairs or permits obtained. The dwelling is currently occupied.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On March 26, 2013, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Martha Shepherd and Mr. Andrew Putnam.

350 South Land Holdings, LLC **Zoning Case 12-11**

A request by 350 South Land Holdings, LLC to rezone approximately 510 acres from the Agricultural (AG), Residential Single Family-40 (RS-40) and Light Industrial (LI) Districts, within Guilford County's zoning jurisdiction, to a Planned Unit Development-Mixed (PDM) District. The property is generally lying south of 1-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request for approximately 79 acres of the portion of the zoning site fronting along Sandy Ridge Road.

Mr. Herbert Shannon presented the request and recommended approval as outlined in the staff report. He noted this case initially came before the Commission in November of 2012, but the City Council subsequently did not take final action on the matter. Mr. Shannon noted that this zoning request includes an additional 79 acres.

Speaking on behalf and of the request were the applicant's representative, Mr. Tom Terrell, 529 West Parkway Avenue, High Point; Mr. Frank Amenya, applicant's Traffic Engineer with Davenport Engineering & Design, 305 West Fourth Street - Suite 2A, Winston-Salem; and Mrs. Phyllis Gray, 8706 Staples Road, Colfax. Key points raised by these speakers were:

- Because of its proximity to I-40, FedEx Regional Cargo Hub and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base.
- The addition of the 79-acre area allows for access to Sandy Ridge Road.
- The request is consistent with the City's Land Use Plan, NW Area Plan, and the Heart of the Triad Plan.
- 350 South Holdings, LLC is committed to do all recommended improvements outlined in the Traffic Impact Analysis (TIA).

Speakers in opposition to the request were Mr. Ray Royle, 1609 Squire Davis Road, Kernersville; Mr. Jim Morgan, 8625 Bull Road, Colfax; Mr. Todd Smith, 8839 Boylston Road, Colfax: Ms. Susan Koget, 1902 Eastchester Drive, High Point; Mr. Earl Hartsfield, 8827 Boylston Road, Colfax and Mr. Tim Carter, 745 Quail Meadow Lane, Colfax. These speakers noted the following concerns with the request:

- Traffic from the proposed development will negatively impact Adkins Road and Boylston Road.
- Proposal will disturb the rural setting of this area.
- The City does not need another industrial park; there is a sufficient amount of existing undeveloped land in existing industrial parks in the area.

After the public hearing was closed, the Planning & Zoning Commission deliberated on this matter, including discussing a 30-day postponement for the applicant and the Transportation

Department to work on transportation conditions. However, the applicant did not wish to delay the case, pending revisions, due to an upcoming annexation application deadline.

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-11, by a vote of 4-3. This motion included a recommendation that the applicant meet with Transportation Department staff to work out traffic issues before this case goes to City Council on April 15, 2013. Members Cynthia Davis, Carson Lomax and Ozzie Hough were the dissenting votes. These members expressed concerns that transportation related issues should be worked out and presented to the Commission prior to the case being forwarded to Council. In addition, some members felt the zoning request should occur after the property has been annexed.

The recommendation by the Commission when it first appeared before it in November 2012 was to deny, which then required a 2/3s majority for City Council approval. This amended application is being forwarded with a recommendation to approve. Therefore, only a simple majority is required for Council approval

NOTE: Since the March 26, 2013 Planning and Zoning Commission public hearing, the applicant has met with the City of High Point Transportation Department. The applicant and Transportation Department have come to an agreement on transportation related conditions and the conditional zoning ordinance has been revised to include the agreed upon conditions.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE 12-11
April 8, 2013
(Revised)

Request	
Applicant: 350 South Land Holdings, LLC	**Owner(s):** 350 South Land Holding, LLC; Bland Property Investments; James S. Hedgecock & Elizabeth A. Hedgecock; and Michael Raymond Hedgecock & Christy M. Hedgecock
Zoning Proposal: To annex and apply initial City zoning	**From:** **AG** Agricultural District *(Guilford Co)* **LI** Light Industrial District *(Guilford Co)* **RS-40** Residential Single Family-40 District *(Guilford Co)* **To:** **PDM** Planned Unit Development-Mixed District

Site Information	
Location:	The zoning site consisting of multiple parcels generally lying south of I-40, west of Sandy Ridge Road, north of Boylston Road and east of Bunker Hill Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0168770, 0168791, 0168792, 0168794, 0168949, 0170697, 0170699 thru 0170704, 0170710, 0170731, 0170794, 0170826, 0170831, 0170834, 0170990, 0171055, 0171067, 0171075, 0171077, 0171092 and 0170876 (26 Parcels).
Site Acreage:	Approximately 510 acres.
Current Land Use:	Approximately seven single-family detached dwellings, one vacant industrial use and multiple undeveloped parcels.
Physical Characteristics:	The site has some developed parcels, but consists primarily of open pasturelands and wooded areas with moderate to severely sloping terrains. Perennial and intermittent streams run through the site, in a southwesterly direction, towards the West Fork of the Deep River, which lies west of the site. The steeper terrains are along these various stream corridors.
Water and Sewer Proximity:	<u>City of High Point Water lines:</u> There are existing City water lines, varying in size from 6-inches to 16-inches, within Sandy Ridge Road, the southern portion of Adkins Road, Boylston Road, and Bunker Hill Road. <u>City of High Point Sanitary Sewer lines:</u> There is a 16-inch sewer line running along the West Fork of the Deep River. In addition, 8-inch & 6-inch sewer lines are lying adjacent to portions of Sandy Ridge Road.

General Drainage and Watershed:	The site drains in a general westerly and southwesterly direction. Development of the site will be subject to the Oak Hollow Lake General Watershed Areas (GWA) requirements of the water supply watershed regulations. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Overlay District(s):	Oak Hollow Lake GWA Airport Overlay - Zone 2

Adjacent Property Zoning and Current Land Use			
North:	AG LI CU-LI	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)* Conditional Use Light Industrial District *(Guilford County)*	Undeveloped parcels and industrial uses abutting Norcross Road.
South:	AG RS-40	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels and single-family detached dwellings.
East:	AG RS-40 LI	Agricultural District *(Guilford County)* Residential Single Family-40 District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels, single-family detached dwelling and industrial uses abutting Norcross Road.
West:	RS-40	Agricultural District *(Guilford County)* Light Industrial District *(Guilford County)*	Undeveloped parcels and single family detached dwellings.

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	GOAL 1: Preserve and enhance High Point's most important natural and cultural resources. • Obj. #1A: Preserve and link open spaces where opportunities exist, and leverage them as community and economic assets. • Obj. #1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands, and steep slopes. • Obj. #1C: Protect the city's water supply through compatible use and design innovations, and minimizing the disturbance of land. GOAL 6**:** Keep High Point's economy strong and make it more diversified. • Obj. #6F: Prioritize measures to enhance High Point's overall quality of life to retain and expand existing industries and to attract new ones.
Land Use Plan Map Classification:	The site has a Restricted Industrial land use designation. This classification is intended to accommodate office, warehouse, research & development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Land Use Plan Goals, Objectives & Policies:	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 #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: *Northwest Area Plan*	This area is designated as a Business Center Area in the Northwest Area Plan. These areas are intended to accommodate a wide variety of employment uses, such as office, research, corporate park, industrial and related uses. It requires a unified design scheme, including enhanced facades on the buildings, substantial surrounding landscaping, restrictive site lighting and signage, full screening of loading areas. No outside storage is permitted. Goal 1**:** Protect the natural environment and its many features. • Obj. #1a: Preserve streams, wetlands and steep slopes through the siting of development in appropriate locations. • Obj. #1b: Maintain a high level of water quality for aesthetic, environmental and economic reasons through measures like minimizing land disturbing activities and improved stormwater management techniques. • Obj. #1c: Where possible, preserve mature trees, and provide for increased planting and replanting rates in new development with an emphasis on native plant materials. • Obj. #1d: Stress the maintenance of open space during development planning, and provide for the linking of open space areas and environmentally sensitive lands through multi-use greenways, more primitive nature trails and natural wildlife corridors. Goal 2: Achieve high quality development in the built environment. • Obj. #2a: Ensure quality development by requiring high aesthetic standards in site and building design, construction materials and intra-development coordination. • Obj. #2b: Promote development that is in harmony with human scale. • Obj. #2e: Protect existing residential neighborhoods from new non-residential development through design standards and landscaped buffers. Goal 3: Create a fully integrated transportation system that recognizes and accommodates a wide variety of transportation needs and users. • Obj. #3b: Provide intra & inter development transportation connectivity via streets, sidewalks, greenways and less formal trails. • Obj. #3c: Ensure that new development provides the infrastructure requirements of a multi-modal transportation system like bus stops/shelters and bicycle racks. • Obj. #3d: Meet environmental and aesthetic needs through landscaping and the preservation of existing trees along transportation corridors. Goal 4**:** Continue economic development programs to respond to the needs of a growing area and a changing economic environment.

	➢ Obj. #4a: Target selected industries and industrial sectors that provide high-value jobs and significant property valuations and which will contribute positively to a diversifying economy.
Zoning History:	The northwestern portion of the City's Planning Area extends northward to I-40 and from Sandy Ridge Road westward just past the Guilford/Forsyth County line. From 1998 to 2012, there have been several annexations and rezonings, totaling over 310 acres in the area consisting of one industrial use off Tyner Loop Road and several residential developments between Bame Road and Squire Davis Road.

Transportation Information

Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Norcross Road	Local Street	270 ft.
	Sandy Ridge Road	Major Thoroughfare	585 ft.
	Bunker Hill Road	Minor Thoroughfare	510 ft.
	Lakedale Road	Local Street	515 ft
	Staples Road	Local Street	2,300 ft.
	Adkins Road	Local Street	2,260 ft
	Rose Haven Road	Local Street	60 ft.
	Joe Drive	Local Street	2,300 ft.

Vehicular Access:	Phase 1: This rezoning site will take access through an access point approximately 300 feet north of Dairy Point Drive on Sandy Ridge Road and through an access point on Joe Drive. No access shall be allowed to Adkins Road.	
Traffic Counts: *(Average Daily Trips)*	Sandy Ridge Road	10,000 ADT (2011, 24 hour count)
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed uses will generate approximately 8,759 trips/day, 727 trips (entering & exiting) in the AM peak hour and 761 trips (entering & exiting) in the PM peak hour.	

Traffic Impact Analysis:	**Required**			**Comment**
	Yes		No	See attached executive summary
	X			
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. The site is within Airport Overlay - Zone 2, which prohibits any new residential development. The limited number of existing dwelling units on parcels associated with this zoning application will not negatively impact area schools.

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed "floating districts" by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested a Planned Unit Development-Mixed

(PDM) District, which is required to contain at least twenty contiguous acres under unified ownership or control and it's intended to accommodate residential, office, commercial, and light industrial uses developed on large tracts in accordance with a PUD master plan. The dimensional standards of the Ordinance are waived in a PDM District, except within 150 feet of the perimeter of the proposed PUD District, where scale and setback of structures shall be in harmony with development on adjacent lands. In addition, no commercial or industrial uses are permitted within 150 feet of the perimeter of the PUD District unless the adjacent City zoning permits the same or similar uses.

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

Details of Proposal

Conditional Zoning Case 12-11 (CZ12-11) and an associated voluntary annexation request, Annexation Case 12-05 (ANX 12-05), were considered by the Planning and Zoning Commission and City Council last year. The Planning and Zoning Commission held a public hearing on November 13, 2013 and the City Council held their public hearing on November 19, 2012. The City Council adopted the voluntary annexation ordinance with an effective date of May 19, 2013; however, no action was taken on the zoning request and it is currently pending before the City Council.

Also at the November 19, 2012 public hearing, the City Council considered a proposed Development Agreement between the City of High Point and 350 South LLC pertaining to infrastructure improvements associated with the project. The development agreement is a type of contract created by the NC General Assembly in 2005 that enables local governments to negotiate development standards and infrastructure, for large-scale development. Development ~~a~~greements can be mutually advantageous to developers and local governments to allow for public-private infrastructure improvements and longer-term guarantees against regulatory changes than normally allowed.

At the November 2012 hearing on the development agreement, City Council expressed concern that some details of the project needed better definition of responsibility and cost. Therefore, the zoning and development agreement requests were tabled pending a revision to the agreement. The voluntary annexation was approved with a May 19, 2013 effective date, provided a revised development agreement was accepted by March 31, 2013.

On February 11, 2013, the applicant submitted a request to amend CZ12-11 to expand the initial zoning request to add 79 acres. In conjunction with this amendment, a voluntary annexation application was also submitted to annex the 79 acres. Since no final action has been taken by Council on CZ12-11, this amended request must be heard by the Planning & Zoning Commission

and City Council. The acreage added to CZ12-11 consists of three parcels lying along the east side of Sandy Ridge Road, approximately 375 feet south of National Service Road. These added parcels provide the Phase I portion of the development with approximately 585 feet of frontage along Sandy Ridge Road.

At the March 18, 2013 City Council meeting, the City Council agreed to the applicant's request to extend the deadline to accept the development agreement to April 15, 2013. This extension was needed because the additional property requires zoning consideration by the Planning & Zoning Commission.

In regards to the proposed Conditional Zoning Ordinance, the only change from the original submittal pertains to the transportation conditions. The applicant's traffic engineer submitted an updated Traffic Impact Analysis (TIA) to include the additional acreage and vehicular access to Sandy Ridge Road. The applicant has removed the previous transportation conditions, and has proposed to replace them with transportation improvements and conditions recommended in their amended TIA. The transportation conditions have been updated to include recommendations outlined by the City of High Point Transportation Department in their April 5, 2013 memorandum.

Overview of Applicant's Zoning Request

The applicant has requested a Planned Unit Development-Mixed (PDM) District zoning with the intent of developing a large scale Business/Industrial Park. The applicant's PUD Statement of Intent notes that because of its proximity to Interstate 40 and to the Piedmont Triad International Airport (PTIA), this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Centre in the mid-1980s. The applicant's statement continues by noting, because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. The Conditional Zoning Ordinance offered by the applicant details those uses, describes the higher quality of development intended, and describes other conditions that would be applied. It is also the applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement to be executed with the City.

The proposed PDM zoning district will be split into two large phases *(see phase line on attached zoning map exhibit and master plan).*

Phase I consists of the southeastern 234± acres, generally lying to the south and east of Adkins Road. The proposed development for this phase will consist of a combination of uses allowed in the City of High Point's Agricultural (AG) District, Corporate Park (CP) and Light Industrial (LI) zoning districts.

Phase II consists of the northwestern 276± acres, generally lying to the north and west of Adkins Road. Only specific uses that are allowed in the Agricultural (AG) District are proposed for this portion of the PUD, and this will serve as a temporary "holding zone" until utility line extensions and roadway improvements are provided to support CP and LI District uses. As development plans are further refined, amendments to the PDM District zoning will be required in order to expand the CP and LI uses to Phase II, as well as any additional land.

Staff Analysis

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

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

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: ❖ The applicant has offered higher development standards pertaining to landscaping, building façades, building materials and locational criteria for loading docks. These standards will assist in ensuring development will be of a higher standard. ❖ The Conditional Zoning Ordinance offered by the applicant provides for submittal of an integrated greenway and pedestrian circulation plan. This plan will connect, where possible, throughout the development, and will provide for easement dedications to connect to the City's future greenway system that will run along the West Fork of the Deep River.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: ❖ Rather than having individual parcels develop in a scattered non-related manner, the proposal to assemble this large land area for a planned development will facilitate the creation of a long-range plan for this area to develop in a cohesive and unified manner. Vehicular & pedestrian traffic can be planned and integrated; overall unified and attractive building design concepts can be coordinated; and it will provide for an overall identification of the proposed business/industrial park as a destination point. ❖ Specific users or individual tract layouts have not been identified. However, requirements of the Development Ordinance and PUD requirements will assist in ensuring an attractive cohesive development. ❖ Standards regarding open space and protection of environmentally sensitive areas are provided for in the PUD and Environmental Protection sections of the Development Ordinance.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: ❖ Any of the various tracts in this request could be developed individually and not in a unified fashion. Bringing the entire area in as one planned development ensures

	there will be a unified cohesive development along with some common building design standards.
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: ❖ The application assembles medium size parcels (1 – 5 acres) and larger parcels (10+ acres) into one large development. This provides flexibility in that future parcels can be configured to best accommodate buildings and site improvements so as to pose the least impact to any adjacent residential use. ❖ The area is mostly rural consisting of large undeveloped lots, and some single family dwellings on medium to large parcels. The fact that this is not a densely populated area and that larger parcel sizes provides for greater separation between structures assists in ensuring development will not significantly impact adjacent property owners. ❖ The project is in its infancy with a 20+year build out scenario. Phase I is the only portion of PUD open for business/industrial related development. Existing developments abutting Phase I consist of a large lot subdivision to the southwest along Maple Creek Drive and a large lot subdivision to the northeast off Lake Creek Court. There are perennial streams separating these two subdivisions from the prime developable land area in Phase I. A minimum 100-foot buffer, as measured from the top on bank on both sides of these streams, is required by the Development Ordinance. Therefore, any development in Phase I will be a minimum of 200 plus feet from these adjacent residential uses. ❖ Phase II of the PUD is restricted to AG District uses and will serve as a holding zone to prevent haphazard development and incompatible land uses. Currently this area has Guilford County Agricultural and Light Industrial zoning. Allowable AG uses, as outlined in the applicants Conditional Zoning Ordinance, will be similar and compatible to existing county zoning for this area.

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

Staff Comments:

❖ This request, although it is in its infancy, appears to be in line with adopted plans of the City (Land Use Plan and NW Area Plan). However, as the development evolves, design and uses will need to be monitored to ensure that this area develops in accordance with the plan.

❖ This request falls within the boundaries of the Northwest Area Plan and it is designated as a Business Center area. As such, this area is envisioned to provide concentrated employment opportunities in close proximity to the airport with good access to I-40 with high development standards and employee amenities such as walking trails. The plan includes design guidelines that focus on high quality development that is harmonious, visually attractive and supports multiple modes of transportation. As for retail uses, the NW Area Plan calls for a Business Support Area, east of Lakedale Road and north of Tyner Loop Road, that is intended to provide goods and services to the Business Center.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: In addition to the above noted PUD Findings, it should be noted that the applicants list of permitted uses exclude the majority of the higher intensity industrial uses of the LI & CP Districts and they have offered to provide for a minimum 50-foot building setback where development abuts residential zoning.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ As stated in the PUD Findings, the large land areas associated with this case will assist in providing for flexibility in building placement on development sites. This allows for greater separation of buildings from abutting properties and assists in mitigating potential negative impact to adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: ❖ Environmental protection standards of the Development Ordinance along with PUD open space environment standards will ensure minimal impact on environmentally sensitive areas. At a minimum, the following are required: ➢ A minimum of 10% of the land area of a non-residential PUD is to be devoted to open space and common recreation area. ➢ Open space is required to be provided within each phase of the PUD in sufficient amounts to serve a substantial portion of the expected population or occupancy of that phase. ➢ Stream buffer standards provide a protective buffer adjacent to streams and limits grading and disturbance of vegetation. ➢ The zoning site is within the Oak Hollow Lake General Watershed Area. Engineered stormwater treatment measures are required for non-residential development with an impervious surface area greater than 24% of the site.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: City of High Point water and sewer lines generally surround this portion of the City's Planning Area. However, utility line extensions to individual development sites will be required.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: This review factor has been addressed previously in the PUD Findings.

Changes in the Area:

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

Staff Comments:

The portion of High Point's Planning Area lying south of I-40 has historically been a rural area due to the lack of access to public utilities. When annexation agreements were established between High Point, the City of Greensboro, and the Town of Kernersville, the City's Planning Area expanded northward to I-40 to its present configuration. As these agreements were established, the City of High Point extended utility lines to this area. These annexation agreements help protect the City's investment in water and sewer infrastructures that open this area to development.

In the 1980s and early 1990s, much of this area was slated for residential uses, up to five units per acre on the City's Land Use Map. However, as construction of the FedEx Regional Cargo Hub and the PTIA runway expansion occurs, nighttime noise impact became a concern for new residential development in this portion of the City's Planning Area. Various area plan studies were conducted and adopted by High Point City Council in the last 12 years (Sandy Ridge Road Area Plan, 2000 Update to City Land Use Plan and Airport Noise Study) resulting in the City's land use policy that designates most of this northern Planning Area for business, office and industrial uses and prohibiting new residential development.

Development Patterns:

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

Staff Comments:

- Based on above noted discussion on changes to area, the Restricted Industrial Land Use Map Designation for this area and the fact that the site is within the City of High Point Airport Overlay Zone 2 (prohibiting new residential development), staff has not identified any evidence to date that the proposed development is in conflict with the City's adopted land use policies.
- The applicant's PUD Statement of Intent notes this as the largest non-residential annexation/zoning since Piedmont Centre development in the mind 1980s. As such, this will be a long-term build out exceeding 20 years. Additionally, there will be future amendments to this PUD to add more land area as it becomes available. The applicant has identified the southern portion of the site as the starting point. Phase I offers a more cost effective opportunity for utility extension to potential development sites and offers the ability to provide for a main entrance to the future Business Park from Sandy Ridge Road. Based on phasing conditions offered by the applicant, staff finds the proposal provides for a logical and orderly development pattern.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the request is consistent with the City's Land Use Plan and with City Councils adopted policies for the NW Area Plan; 2) based on conditions offered by the applicant,

proposed uses, manner in which development will be phased and environmental regulations of the Development Ordinance the request will be compatible with surrounding uses; 3) by bringing the entire area in as one planned development, ensures there will be a unified cohesive development; and 4) the NW Area Plan designates this area as a Business Center, the assemblage of this large land area will assist in meeting policies of the area plan, will assist in generating employment opportunities and provides the opportunity to expand the tax base for the City.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses.

Required Action

Planning and Zoning Commission:

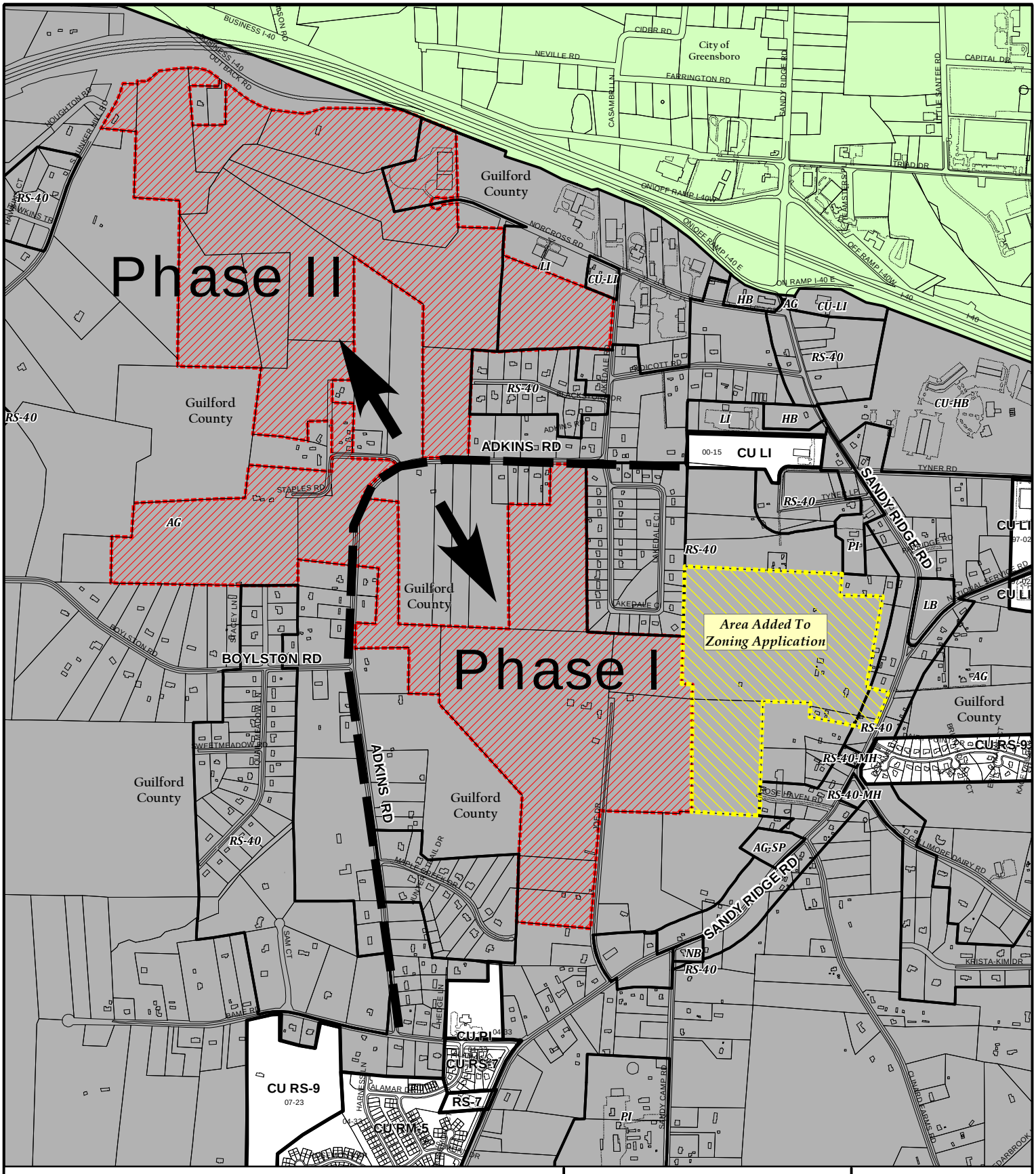
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



ZONING CASE 12-11

From: Agricultural & Light Industrial (Guilford Co.)
To: Planned Unit Development-Mixed

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

Planning & Development Department

City of High Point

Date: February 20, 2013

N

Scale: 1"=1,300'

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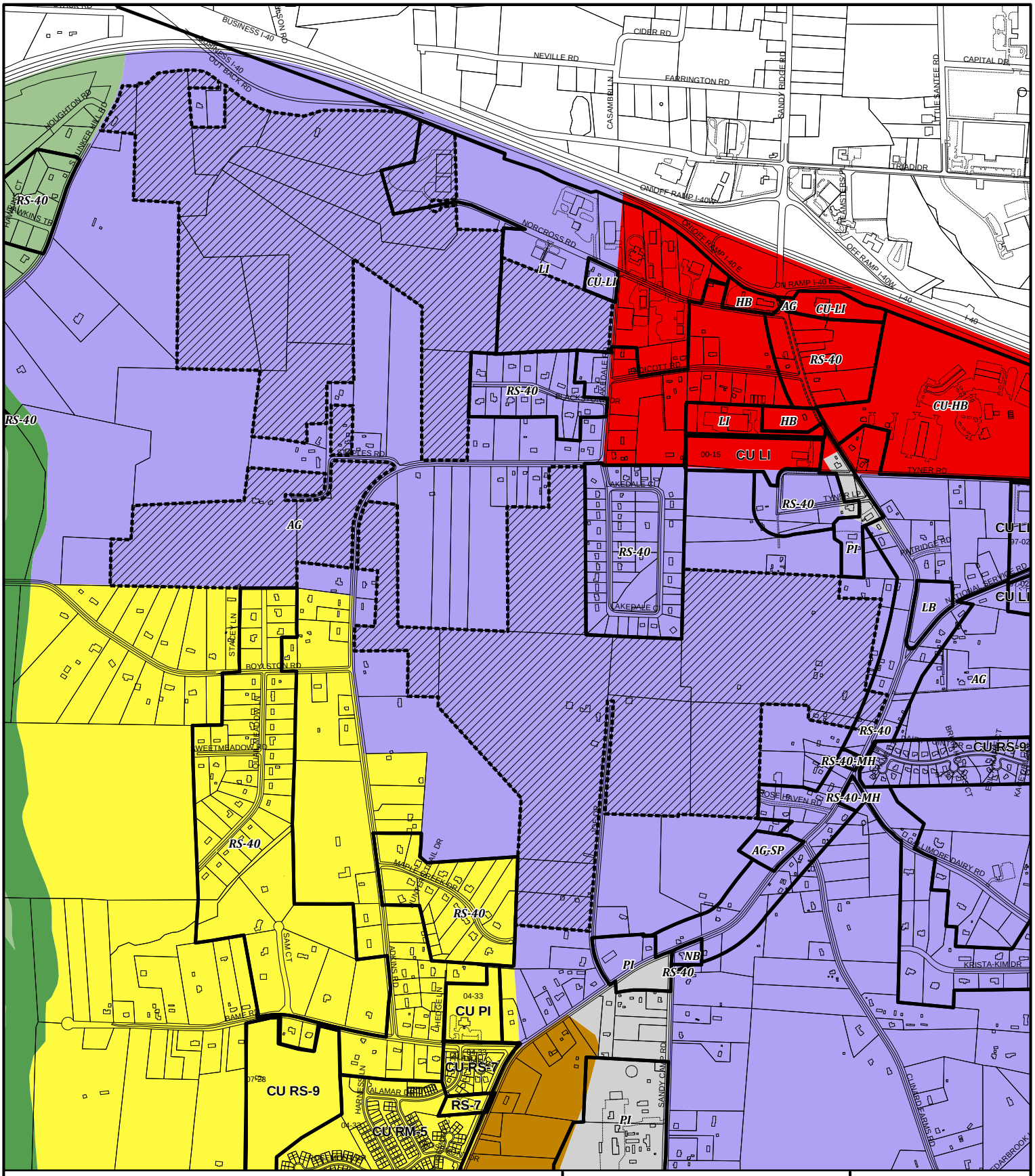

ZONING CASE 12-11

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Community/Regional Commercial
- Restricted Industrial
- Institutional
- Recreation/Open Space
- Future Growth Area

Planning & Development Department

City of High Point

Date: March 18, 2013

N

Scale: 1"=1,300'

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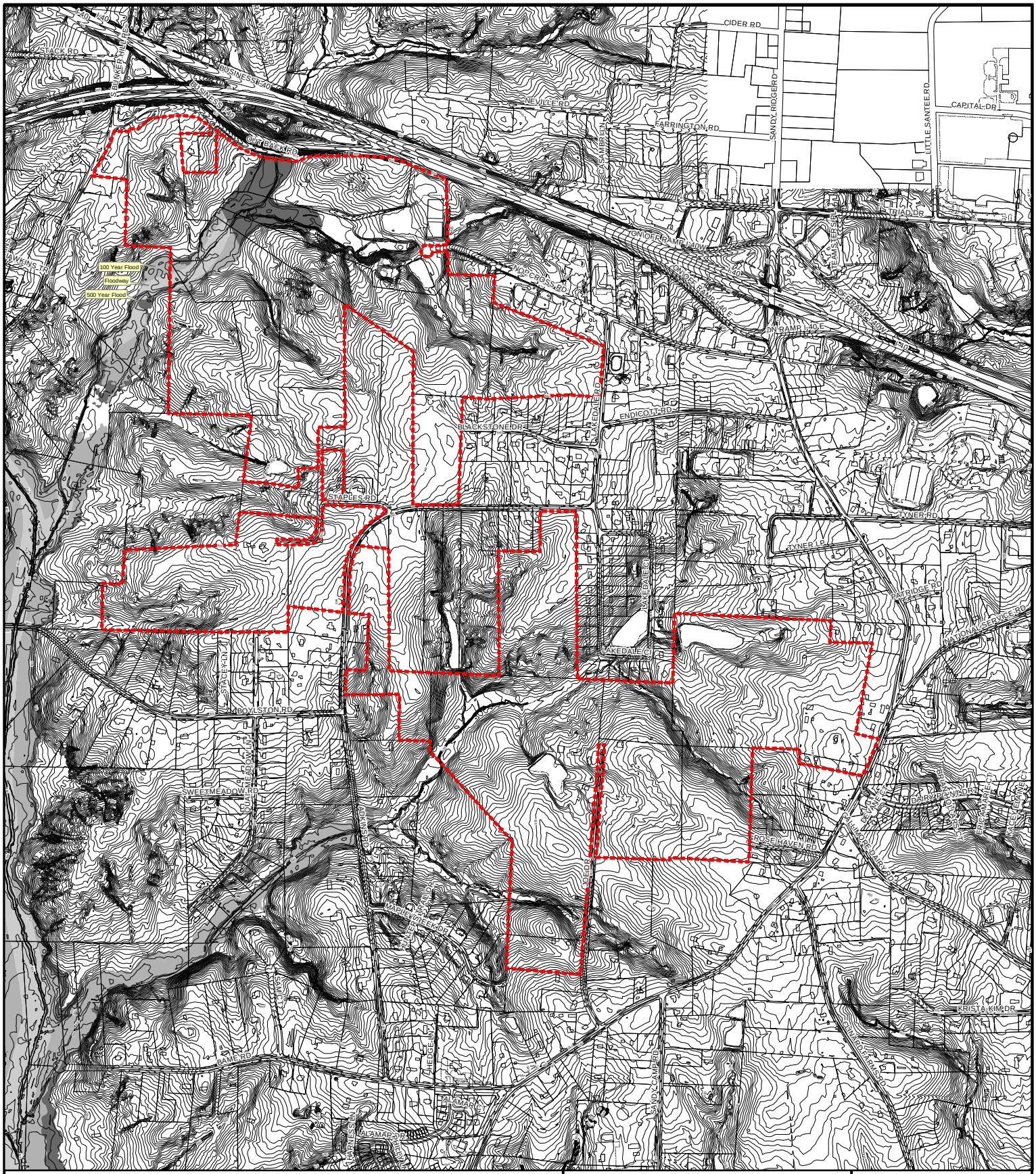

ZONING CASE 12-11

Topography

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

Planning & Development Department

City of High Point

Date: February 20, 2013

N

Scale: 1"=1,300'

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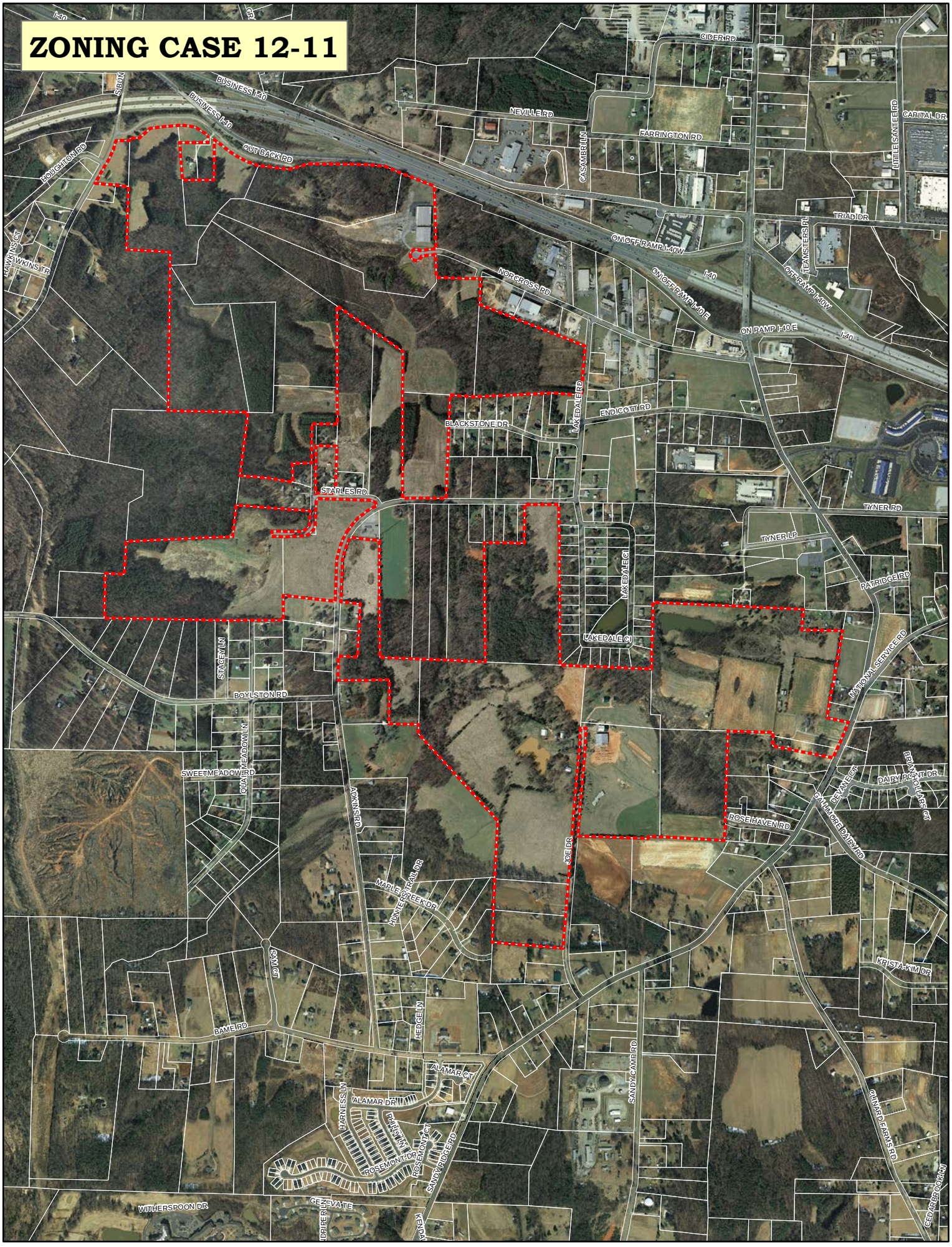
ZONING CASE 12-11
I-40
BUSINESS I-40
OUT BACK RD
HOUGHTON RD
HAWKINS CT
HAWKINS TR
NEVILLE RD
CIDER RD
FARRINGTON RD
CASAMBER LN
LITTLE SANTEE RD
CAPITAL DR
TRIAD DR
TEAMSTERS PL
ON/OFF RAMP I-40W
OFF RAMP I-40W
ON/OFF RAMP I-40E
ON RAMP I-40E
NORCROSS RD
BLACKSTONE DR
LAKEDALE RD
ENDICOTT RD
STAPLES RD
TYNER RD
TYNER LP
LAKEDALE CI
PAIRIDGE RD
NATIONAL SERVICE RD
STAGE LN
BOYLSTON RD
SWEETMEADOW LN
SWEETMEADOW RD
ADKINS RD
JOE DR
MAPLE CREEK DR
HUNTLEY TRAIL DR
DAIRY FARM DR
BRIARFIELD FARMS CT
DEVAN CIR
ROSEHAVEN RD
GALIMORE DAIRY RD
KRISTA KIM DR
CSW CT
BAME RD
HEDGE LN
ALAMAR CT
ALAMAR DR
HARNESS LN
ROSEMONT CT
ROSEMONT DR
SANDY RIDGE RD
SANDY CAMP RD
GUNNARD FARMS RD
CEDAR BROOK LN
WITHERSPOON DR
GEZEVATE
KENDALL

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

MASTER PLAN

Date	Scale	Sheet No.	File No.
1-24-13	1" = 300'	1 OF 1	1

NO.	DATE	REVISION	BY

PREPARED FOR:

350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.
Engineers Surveyors Planners
North Main Street Phone 336.854.8025
Suite 1701 Fax 336.854.8026
Kernersville, NC 27284
NC LICENSE #C-0168

PRODUCTS: Use on Intended Project Only
Use on Extensions Without Written Verification or Adaptation by Evans Engineering, Inc. Constitutes Misuse
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GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.

Interstate 40
Johnson Street-Sandy Ridge Road
Piedmont Triad Farmers Market
Tyner Road
National Service Road
Dairy Point Drive
Gallimore Dairy Road
Clinard Farms Road
Rose Haven Road
Sandy Ridge Road
Joe Drive
Endicott Road
Lakedale Road
Norcross Road
Blackstone Drive
Adkins Road
Staples Road
Olin Drive
Quail Meadow Lane
S Bunker Hill Road
Boylston Road
West Fork Deep River
PROP. WATERLINE
POSSIBLE FUTURE CONNECTION TO SANDY RIDGE ROAD
POSSIBLE FUTURE CONNECTION TO CLINARD FARM ROAD
PHASE 1
PHASE 2
100-YR FLOOD
ZONED: AG
ZONED: RS-40
ZONED: LI
ZONED: PI

ZONING REQUEST OWNERS:

A	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC	K	350 SOUTH LAND HOLDING, LLC PARCEL #0769 6929 NORCROSS ROAD 2483 AC
B	BLAND PROPERTY INVESTMENTS PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC	O	350 SOUTH LAND HOLDING, LLC PARCEL #0770 6750 ENDICOTT ROAD 9.49 AC
C	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC	P	350 SOUTH LAND HOLDING, LLC PARCEL #0772 6750 ENDICOTT ROAD 8.06 AC
D	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC	Q	350 SOUTH LAND HOLDING, LLC PARCEL #0773 6750 ENDICOTT ROAD 3.64 AC
E	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC	R	350 SOUTH LAND HOLDING, LLC PARCEL #0777 6750 ENDICOTT ROAD 3.64 AC
F	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC	S	350 SOUTH LAND HOLDING, LLC PARCEL #0778 6750 ENDICOTT ROAD 0.66 AC
G	350 SOUTH LAND HOLDING, LLC PARCEL #0780 6750 ENDICOTT ROAD 0.54 AC	T	HENDRICOCK, JAMES B. AND ELIZABETH A. PARCEL #0780 6744 ENDICOTT ROAD 0.54 AC
H	BLAND PROPERTY INVESTMENTS PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC	U	350 SOUTH LAND HOLDING, LLC PARCEL #0780A 6550 ENDICOTT ROAD 0.69 AC
I	350 SOUTH LAND HOLDING, LLC PARCEL #0781 6429 NORCROSS ROAD 2.75 AC	V	HENDRICOCK, MICHAEL R. AND GARETH M. PARCEL #0781 6429 NORCROSS ROAD 2.75 AC
J	350 SOUTH LAND HOLDING, LLC PARCEL #0782 6740 ENDICOTT ROAD 0.71 AC	W	HENDRICOCK, JAMES B. PARCEL #0782 6744 ENDICOTT ROAD 0.71 AC
K	350 SOUTH LAND HOLDING, LLC PARCEL #0783 6750 ENDICOTT ROAD 0.54 AC	X	350 SOUTH LAND HOLDING, LLC 849 BRIDGE RIVER 0.54 AC
L	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC	Y	350 SOUTH LAND HOLDING, LLC PARCEL #0784 6750 ENDICOTT ROAD 0.51 AC
M	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC	Z	350 SOUTH LAND HOLDING, LLC PARCEL #0785 6750 ENDICOTT ROAD 8.06 AC
TOTAL REZONED AREA = 145± ACRES			

ADJACENT PROPERTY OWNERS:

1	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	2	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
2	OUT-OF-DOOR MART, INC. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD	3	GRAY, PHILIP HOWARD AND PEGGY ANN W. P-86-7004-2 REID: 0000 6900 NORCROSS ROAD
3	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	4	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
4	MONTGOMERY BUSINESS CENTER LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 715	5	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441
5	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	6	PINE PROPERTIES, LLC P-86-7004-2 REID: 0000 D.B. 6601, PG. 640
6	J C DEVELOPMENT, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599
7	A & B PARTNERS P-86-7004-2 REID: 0000 D.B. 4661, PG. 0599	8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
8	TRANSCONTINENTAL GAS PIPELINE CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
9	ENERGY UNITED ELECTRIC MEMBERSHIP CORP. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
10	GRAY, PHILIP HOWARD AND JUNE W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	11	RAMSEY, CHARLES E. AND PATRICIA G. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1456
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12	MASTERS, RICHARD A. AND CAROL J. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1475	13	GRAY, JESSE J. AND PHYLLIS L. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
13	RAINEY, LARRY A. AND PATSY A. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	14	GRAY, BRUCE D. AND CONNIE R. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
14	WESTMORELAND, CONNIE F. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1444	15	BROOKS, JAMES E. AND MARY E. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
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16	TARPLEY, BRYAN PHIL AND MARCIE P-86-7004-2 REID: 0000 D.B. 6607, PG. 1604	17	HATTEN, LLOYD W. AND CAROL S. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
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18	KING, TIMOTHY LEE AND ALEXANDER P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	19	HYDE, CHARLES E. AND ANNE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0024
19	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	20	CRUMP, JERRY W. AND SHELBY L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
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21	GEIS, DONALD W. AND LINDA G. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0099	22	HEPLER, GARY C. AND HELEN M. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
22	HANCH, BRYAN T. AND BONNIE L. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	23	LONG, JOHN D. AND DORIS W. P-86-7004-2 REID: 0000 D.B. 3067, PG. 0084
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24	BARHAM, ADRIAN WILL AND WENDY N. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842	25	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 4661, PG. 0842
25	SHEEP, ROBERT AND ALBERT T. P-86-7004-2 REID: 0000 D.B. 3522, PG. 0045	26	PRICE, BOYD BURNS AND NANCY B. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599
26	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	27	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
28	JOHNSON, CLARENCE DAVID AND ANNE B. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1441	29	PEGRAM, JO ANNE P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
30	ROBBINS, ROBERT A. AND PAMELA W. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2430	31	KONKTEMPO, LLC AND MARIE ANN P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000
32	JONES, FRANK R. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0000	33	MONTE, DONALD L. AND LYNN C. P-86-7004-2 REID: 0000 D.B. 6606, PG. 846
34	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	35	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
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40	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	41	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
42	SMITH, MARSHALL L. SMITH, T.D. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	43	HAYNES, JAMES E. AND JUDITH H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
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50	HALL, JEFFREY LEE AND MARY A. P-86-7004-2 REID: 0000 D.B. 2446, PG. 0301	51	HOWELL, JAMES E. AND BILLY W. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0028
52	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	53	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
54	HENDRICOCK, JAMES B. AND ELIZABETH P-86-7004-2 REID: 0000 D.B. 6606, PG. 2220	55	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431
56	PARKER, DAVID W. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1431	57	CLINCH, JOHN A. AND JANE C. P-86-7004-2 REID: 0000 D.B. 3422, PG. 0227
58	BYRD, LEONARD A. JR. AND ANITA S. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2227	59	UNDERWOOD, DENNIS E. AND ESTHER L. P-86-7004-2 REID: 0000 D.B. 3654, PG. 0843
60	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	61	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
62	JONES, CLEBERT L. AND LINDA P. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	63	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
64	MCLAUCHLAN, H. CHARLES JR. AND SUSAN L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	65	NICKLER, DORIS W. P-86-7004-2 REID: 0000 D.B. 2004, PG. 0348
66	SMITH, LOUISE P-86-7004-2 REID: 0000 D.B. 6577, PG. 0661	67	SMITH, LOUISE C. AND JOSEPH P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
68	LANCE, CLARENCE B. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	69	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
70	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 PB 90, PG 12	71	ROBINSON, DENNIS W. AND TERESA M. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
72	MOODY, ROY, THOMAS AND MICHELLE R. P-86-7004-2 REID: 0000 D.B. 4671, PG. 0822	73	SHIELDS, MARC P-86-7004-2 REID: 0000 D.B. 3907, PG. 0042
74	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	75	350 SOUTH LAND HOLDING, LLC P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
76	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	77	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
78	BOWERS, GARY S. AND WILMA J. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	79	PRUITT, MARK A. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
80	PRAYER, JOEL W. JR. PRAYER, JOANN P. EST. JOAN W. PRAYER P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	81	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 PB 94, PG. 44
82	PRAYER, JULIS CONRAD P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	83	PRAYER, TERRY W. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084
84	HOLT, STEVEN L. AND CHERYL B. P-86-7004-2 REID: 0000 D.B. 3307, PG. 0084	85	BROOME, ERNEST L. AND SUE W. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
86	RICKS, CHARLES D. AND DEBRA R. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	87	SHAW, ANN K. P-86-7004-2 REID: 0000 D.B. 7004, PG. 0678
88	HEDGECOCK, JOHN H. AND LORI I. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	89	WELLS, KATHLEEN W. WELLS, PATSY LEE W. PERRY P-86-7004-2 REID: 0000 D.B. 6004, PG. 0043
90	ROBERSON, DAVID L. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975	91	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
92	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	93	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
94	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	95	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
96	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	97	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
98	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	99	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184
100	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	101	FARMER, MARK A. AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
102	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	103	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
104	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	105	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
106	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	107	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062
108	WEST, VIRGIL S. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	109	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304
110	JACKSON, THOMAS W. AND BRENDA L. P-86-7004-2 REID: 0000 D.B. 4823, PG. 0304	111	MILLER, JAMES K. P-86-7004-2 REID: 0000 D.B. 4696, PG. 0975
112	DILLARD, WARDELL D. AND ANITA T. P-86-7004-2 REID: 0000 D.B. 3666, PG. 0599	113	BLANKENSHIP, BENJAMIN LEE AND FRANCES ANNE P-86-7004-2 REID: 0000 D.B. 4824, PG. 0168
114	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	115	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
116	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681	117	MOORE, LLOYD JR. AND ELAINE H. P-86-7004-2 REID: 0000 D.B. 6238, PG. 0681
118	IDOL, TONY O. DCA, KATHERINE F. IDOL, RICKY S. P-86-7004-2 REID: 0000 D.B. 4074, PG. 0172	119	RINK, C. W., III, RINK, JOHN L., RINK, ELIZABETH CORD L. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
120	JOHNSON, JERRY J. AND GERALDINE P-86-7004-2 REID: 0000 D.B. 2266, PG. 0207	121	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5504, PG. 0304
122	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773	123	CEBER, DAVID B. P-86-7004-2 REID: 0000 D.B. 5766, PG. 0773
124	LOGGINS, JESSE DEE III, ODETTE P-86-7004-2 REID: 0000 D.B. 2396, PG. 0184	125	TEDDER, JAMES ALAN AND JAYME H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
126	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779	127	NC DEPT. OF TRANSPORTATION P-86-7004-2 REID: 0000 D.B. 3666, PG. 0779
128	PARDUE, ANDREW F. AND RENEE H. P-86-7004-2 REID: 0000 D.B. 6606, PG. 2706	129	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000
130	BATES, DONALD L. AND JANE M. P-86-7004-2 REID: 0000 D.B. 6606, PG. 1000	131	BLACKWOOD, HERBERT W. AND LENI P-86-7004-2 REID: 0000 D.B. 6004, PG. 0062

KEY

- OWNED/MODIFY CONTRACT
- EXISTING ACCESS POINT
- PROPOSED ACCESS POINT

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District (CZ-PDM)

October 1, 2012
(Submitted)

PUD Statement of Intent

The applicant has assembled approximately 431 acres of land north of the municipal boundaries of the City of High Point for annexation and rezoning to PDM District. Because of its proximity to Interstate 40 and Piedmont Triad International Airport, this land is ideally suited for office parks, corporate headquarters, and light industrial and commercial uses that potentially could create thousands of jobs and significantly enhance the city's tax base. It is the largest single annexation for business development since Piedmont Center.

Because of the tract's size, the long-term build-out, and the unknown end-users of the tracts, the applicant needs flexibility to attract a broad range of uses. This application details those uses, describes the higher quality of development intended, and describes other conditions that would be applied.

It is also applicant's intent that the zoning conditions in the district will be consistent with a Development Agreement for the tract.

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-11
Conditional Zoning Planned Unit Development – Mixed District
(CZ-PDM)

April 8, 2013
(Revised)

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

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. Any existing use(s) on the date of adoption of this ordinance which do not conform with the new zoning district, shall be considered a legal nonconforming use and subject to requirements of Section 9-4-17(b) (Nonconforming Situations - Nonconforming Use of Land).

C. The following land uses shall be permitted subject to the development and dimensional requirements of the Development Ordinance, the approved Master Plan, and the specific conditions listed in this ordinance.

1. Agricultural Uses
   a. Agricultural Production (crops)
   b. Agricultural Production (livestock))
   c. Animal Services (livestock)
   d. Fish Hatcheries
   e. Forestry
   f. Horticultural Specialties
   g. Veterinary Services (livestock)

2. Accessory Uses and Structures *(See Section 9-4-13 of Development Ordinance for additional requirements for accessory structures)*
   a. Accessory Uses and Structures (customary)
   b. Bulky Item Outdoor Display *(Phase I only)*
   c. Communication Towers (exceeding height limits of zoning district)
   d. Communication Towers (not exceeding height limits of zoning district)
   e. Livestock (as accessory to residential uses)
   f. Satellite Dishes/TV and Radio Antennae (Accessory)
   g. Swimming Pools

3. Recreational Uses
   a. Athletic Fields *(Phase I only)*
   b. Clubs or Lodges *(Phase I only)*
   c. Physical Fitness Centers (*(Phase I only)*
   d. Public Parks *(Phase I only)*
   e. Public Recreation Facilities *(Phase I only)*
   f. Sports & Recreation Clubs, Indoor *(Phase I only)*
   g. Swim and Tennis Clubs *(Phase I only)*

4. Educational & Institutional Uses
   i. Ambulance Services *(Phase I only)*
   ii. Auditoriums, Coliseums, or Stadiums (capacity < 100) *(Phase I only)*
   iii. Auditoriums, Coliseums, or Stadiums (capacity > 100) *(Phase I only)*
   iv. Day Care Centers, Adult (29 or less) *(Phase I only)*
   v. Day Care Centers, Adult (30 or more) *(Phase I only)*
   vi. Day Care Centers, Child (29 or less) *(Phase I only)*
   vii. Day Care Centers, Child (30 or more) *(Phase I only)*
   viii. Fire Stations *(Phase I only)*
   ix. Government Offices *(Phase I only)*
   x. Libraries *(Phase I only)*
   xi. Museums or Art Galleries *(Phase I only)*
   xii. Police Stations, Neighborhood *(Phase I only)*
   xiii. Post Offices *(Phase I only)*

5. Business, Professional & Personal Services
   a. Accounting, Auditing, or Bookkeeping *(Phase I only)*
   b. Administrative or Management Services *(Phase I only)*
   c. Advertising Agencies or Representatives *(Phase I only)*
   d. Advertising Services, Outdoor *(Phase I only)*
   e. Automobile Rental or Leasing *(Phase I only)*
   f. Automobile Repair Services, Minor *(Phase I only)*
   g. Automobile Parking (commercial) *(Phase I only)*
   h. Banks, Savings & Loans, or Credit Unions *(Phase I only)*
   i. Barber Shops *(Phase I only)*
   j. Beauty Shops *(Phase I only)*
   k. Building Maintenance Services *(Phase I only)*
   l. Business Incubators *(Phase I only)*
   m. Computer Maintenance and Repairs *(Phase I only)*

n. Computer Rental and Leasing *(Phase I only)*
o. Computer Services *(Phase I only)*
p. Economic, Socio., or Educational Research *(Phase I only)*
q. Employment Agencies, Personnel Agencies *(Phase I only)*
r. Engineering, Architect, or Survey Services *(Phase I only)*
s. Equipment Rental & Leasing (no outside storage) ((*Phase I only)*
t. Equipment Repairs, Light *(Phase I only)*
u. Finance or Loan Offices *(Phase I only)*
v. Funeral Homes or Crematoriums *(Phase I only)*
w. Furniture Repair Shops *(Phase I only)*
x. Hotels or Motels *(Phase I only)*
y. Insurance Agencies (no on-site claims inspections) *(Phase I only)*
z. Insurance Agencies (carriers/on-site claims) *(Phase I only)*
aa. Landscape and Horticultural Services *(Phase I only)*
bb. Laundry or Dry Cleaning Plants ((*Phase I only)*
cc. Laundry or Dry Cleaning Substations *(Phase I only)*
dd. Law Offices *(Phase I only)*
ee. Medical, Dental or Related Offices *(Phase I only)*
ff. Medical or Dental Laboratories *(Phase I only)*
gg. Medical Equipment Rental and Leasing *(Phase I only)*
hh. Motion Picture Productions *(Phase I only)*
ii. Noncommercial Research Organizations *(Phase I only)*
jj. Office Uses Not Otherwise Classified *(Phase I only)*
kk. Pest or Termite Control Services *(Phase I only)*
ll. Photocopying and Duplicating Services *(Phase I only)*
mm. Photofinishing Laboratories *(Phase I only)*
nn. Photography, Commercial *(Phase I only)*
oo. Photography Studios *(Phase I only)*
pp. Real Estate Offices *(Phase I only)*
qq. Refrigerator or Large Appliance Repairs *(Phase I only)*
rr. Rehabilitation or Counseling Services *(Phase I only)*
ss. Research, Development or Testing Services *(Phase I only)*
tt. Shoe Repair or Shoeshine Shops *(Phase I only)*
uu. Stock, Security or Commodity Brokers *(Phase I only)*
vv. Tanning Salons *(Phase I only)*
ww. Television, Radio, or Electronic Repairs *(Phase I only)*
xx. Travel Agencies *(Phase I only)*
yy. Truck & Utility Trailer Rental and Leasing, Light (Phase II only)
zz. Truck & Utility Trailer Rental and Leasing, Heavy (Phase II only)
aaa. Veterinary Service (Other) *(Phase I only)*
bbb. Vocational, Business or Secretarial Schools *(Phase I only)*
ccc. Watch or Jewelry Repair Shops *(Phase I only)*
ddd. Wireless Communication Business *(Phase I only)*

6. Retail Trade Uses
   a. Bars *(Phase I only)*
   b. Bars (capacity > 100 persons) *(Phase I only)*
   c. Caterers *(Phase I only)*
   d. Computer Sales *(Phase I only)*
   e. Garden Centers or Retail Nurseries *(Phase I only)*
   f. Newsstands *(Phase I only)*
   g. Office Machine Sales *(Phase I only)*
   h. Restaurants (no drive-thru) & Banquet Hall *(Phase I only)*
   i. Restaurants (serving mixed alcoholic beverage) *(Phase I only)*

7. Wholesale Trade Uses
   a. Agricultural Products, Other
   b. Apparel, Piece Goods and Notions *(Phase I only)*
   c. Beer/Wine/Distilled Alcoholic Beverages *(Phase I only)*
   d. Books, Periodicals and Newspapers *(Phase I only)*
   e. Drugs and Sundries *(Phase I only)*
   f. Durable Goods, Other *(Phase I only)*
   g. Electrical Goods *(Phase I only)*
   h. Farm Supplies, Other
   i. Flowers, Nursery Stock & Florists Supplies
   j. Forest Products *(Phase I only)*
   k. Furniture and Home Furnishings *(Phase I only)*
   l. Groceries and Related Products *(Phase I only)*
   m. Hardware *(Phase I only)*
   n. Jewelry, Watches, Precious Stones & Metals *(Phase I only)*
   o. Lumber and Millwork *(Phase I only)*
   p. Lumber and Other Construction Materials *(Phase I only)*
   q. Machinery, Equipment, and Supplies *(Phase I only)*
   r. Metals *(Phase I only)*
   s. Motor Vehicle Parts and Supplies *(Phase I only)*
   t. Motor Vehicle Tires and Tubes *(Phase I only)*
   u. Nondurable Goods *(Phase I only)*
   v. Paints and Varnishes *(Phase I only)*
   w. Paper and Paper Products *(Phase I only)*
   x. Plastics Materials *(Phase I only)*
   y. Plumbing and Heating Equipment *(Phase I only)*
   z. Professional & Comm. Equipment & Supplies *(Phase I only)*
   aa. Sporting & Recreational Goods & Supplies *(Phase I only)*
   bb. Tobacco and Tobacco Products *(Phase I only)*
   cc. Toys and Hobby Goods and Supplies *(Phase I only)*
   dd. Wallpaper and Paint Brushes *(Phase I only)*

8. Transportation, Warehousing and Utilities Uses
   a. Bulk Mail and Packaging *(Phase I only)*
   b. Bus Terminals *(Phase I only)*
   c. Communication or Broadcasting Facilities *(Phase I only)*
   d. Communication Towers (exceeding height limits of zoning district)
   e. Communication Towers (not exceeding height limits of zoning district)
   f. Courier Services, Central Facility *(Phase I only)*
   g. Courier Service Substations *(Phase I only)*
   h. Demolition Debris Landfills, Minor *(Phase I only)*
   i. Heliports *(Phase I only)*
   j. Moving and Storage Services *(Phase I only)*
   k. Utility Company Offices *(Phase I only)*
   l. Utility Lines and Related Appurtenances
      - Distribution Poles, Transmission Poles & Towers
      - Other
   m. Utility Service Facilities
   n. Warehouses (general storage/enclosed) and Distribution Centers*(Phase I only)*

9. Manufacturing and Industrial Uses
   a. Apparel and Finished Fabric Products *(Phase I only)*
   b. Arms and Weapons *(Phase I only)*
   c. Audio, Video and Communications Equipment *(Phase I only)*
   d. Bakery Products *(Phase I only)*
   e. Beverage Products (nonalcoholic) *(Phase I only)*
   f. Bicycle Assembly *(Phase I only)*
   g. Bicycle Parts and Accessories *(Phase I only)*
   h. Brooms and Brushes *(Phase I only)*
   i. Burial Caskets *(Phase I only)*
   j. Coffee *(Phase I only)*
   k. Computer and Office Equipment *(Phase I only)*
   l. Contractors (no outside storage) *(Phase I only)*
   m. Costume Jewelry and Notions *(Phase I only)*
   n. Dairy Products *(Phase I only)*
   o. Drugs *(Phase I only)*
   p. Electrical Industrial Apparatus, Assembly *(Phase I only)*
   q. Electrical Industrial Apparatus, Manufac. *(Phase I only)*
   r. Electrical Components *(Phase I only)*
   s. Electrical Equipment *(Phase I only)*
   t. Fabricated Valve and Wire Products *(Phase I only)*
   u. Fats and Oils, Plant (*(Phase I only)*
   v. Food and Related Products, Miscellaneous *(Phase I only)*
   w. Furniture Framing *(Phase I only)*
   x. Furniture and Fixtures Assembly *(Phase I only)*
   y. Furniture and Fixtures *(Phase I only)*
   z. Glass Products from Purchased Glass *(Phase I only)*
   aa. Grain Mill Products *(Phase I only)*
   bb. Heating Equipment and Plumbing Fixtures *(Phase I only)*
   cc. Household Appliances *(Phase I only)*

dd. Ice *(Phase I only)*
ee. Industrial and Commercial Machinery *(Phase I only)*
ff. Jewelry and Silverware (no plating) *(Phase I only)*
gg. Leather and Leather Products (no tanning) *(Phase I only)*
hh. Lighting and Wiring Equipment *(Phase I only)*
ii. Manufactured Housing and Wood Buildings *(Phase I only)*
jj. Measurement, Analysis & Control Instruments*(Phase I only)*
kk. Medical, Dental and Surgical Equipment *(Phase I only)*
ll. Metal Fasteners (screws, bolts, etc.) *(Phase I only)*
mm. Metal Processing *(Phase I only)*
nn. Millwork, Plywood and Veneer *(Phase I only)*
oo. Musical Instruments *(Phase I only)*
pp. Paperboard Containers and Boxes *(Phase I only)*
qq. Pens and Art Supplies *(Phase I only)*
rr. Pharmaceutical Preparations *(Phase I only)*
ss. Photographic Equipment *(Phase I only)*
tt. Photographic Supplies *(Phase I only)*
uu. Pottery and Related Products *(Phase I only)*
vv. Preserved Fruits & Vegetables (no can mfg.) *(Phase I only)*
ww. Printing and Publishing *(Phase I only)*
xx. Rubber and Plastics, Miscellaneous *(Phase I only)*
yy. Signs *(Phase I only)*
zz. Soaps and Cosmetics *(Phase I only)*
aaa. Sporting Goods and Toys *(Phase I only)*
bbb. Sugar and Confectionery Products *(Phase I only)*
ccc. Textile Products (no dyeing & finishing) *(Phase I only)*
ddd. Textile Products (with dyeing & finishing*(Phase I only)*
eee. Wood Containers *(Phase I only)*

10. <u>Other Uses</u>
    a. Automotive Parking (subj. to Sec. 9-5-6)
    b. High Mast Outdoor Lighting > 50' in ht.
    c. Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
    d. Storage Containers, Portable (accessory use)
    e. Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
        - Arts and Crafts Shows
        - Carnivals and Fairs
        - Christmas Tree Sales
        - Concerts, Stage Shows
        - Conventions, Trade Shows
        - Outdoor Religious Events
        - Turkey Shoots

Part II. CONDITIONS:

A. Development and Dimensional Requirements:

1) Building Standards

a. Facades: The façade(s) of principal buildings, or any addition or alteration to a principal building, shall comply with the following standards:

i. Front Façade: Facades fronting or facing a street, or meeting the definition of a front facade, shall incorporate some combination of arcades, arches, blind arches, awnings, columns, medallions, windows, false windows, cornice or decorative roofline trim, decorative entry areas or other architectural features so as to create visual interest and facade relief. Such features shall be incorporated in the total linear distance of the facade, and these features shall be interspersed throughout the length of the facade so as to best achieve a facade design that has visual interest and a high quality of appearance. Decorative painting of the facade or foundation landscaping may be incorporated into facade design to meet this requirement but shall not be deemed sufficient when used alone to fulfill the entirety of this requirement. Facades shall be constructed of material as provided in section (b) below (Building Materials). Buildings located on a comer lot that face two or more streets shall construct all facades that face those streets to the above standards.

ii. Interior side walls: The first 20 percent, up to a total of 60 feet, of any interior side wall (wall not facing a street) shall have the same facade treatment (including architectural features) and building material as the front facade,

iii. Windows: Windows that are flush to the facade may be used but shall not be counted toward the requirements of this section unless accompanied by further architectural embellishments that enhance the facade appearance, including, but not limited to, facades with recessed windows and visually prominent sills, lintels or other such forms of framing and trim.

b. Building Materials.

i. The front facade shall not consist of or have the appearance of metal siding, plain concrete block, or vinyl siding. Materials such as brick, stone, textured concrete block or materials of a similar nature shall be used in front facades,

ii. The use of high intensity colors, metallic colors, black or fluorescent colors on any facade is prohibited. All facade colors shall be of low reflectance, subtle, neutral, or earth tone colors. Building trim and accent areas may feature brighter colors or black; however, neon tubing shall not be an acceptable feature for building trim or accent elements. Roof colors shall be low reflectance and non-metallic. This provision includes all building facades, both treated and untreated.

c. Loading docks.

i. Loading docks shall not be located on the front facade, or comer side facade of a building, except as provided below.

ii. Loading docks located on the side facade of any building shall be located to the rear of the front wall of the building a length equal to 20 percent of the length of the side wall, although this length shall not be required to exceed 60 feet; except as provided in section c. 5 below.

iii. A loading dock may be located on a corner side facade of a building provided that the facade does not front a major or minor thoroughfare. Such a loading dock shall be located on the facade that fronts the street of lower classification where applicable. The portion of such a comer facade that is occupied by loading docks shall not be required to provide architectural features as required in section a.l (Facade Treatment), although shall meet the building material standards of section b (Building Materials)..

iv. All loading docks shall be screened from view from any street at a height of six (6) feet above ground level, as seen from the centerline of any adjacent street. Existing or newly planted vegetation, opaque or solid fencing, masonry walls, earthen berms or mounds, other structures or any combination thereof may be used to achieve an effective screen. Plantings used as screening material shall be of such variety and size as to obscure at least 50 percent of the desired view at the time of planting, as determined by the Enforcement Officer. The design and content of required screening shall be included with required landscaping plans for review and approval by the Enforcement Officer.

v. A loading dock may be located within the front 20 percent of a sidewall only if a wing-wall or other architectural or building feature is provided that filters the views of the loading dock. Such a wall or other building feature shall provide visual interest and maintain the visual quality and character of the front façade. While such a wall or other building feature shall not be required to entirely screen the applicable loading dock, it shall screen at least 50 percent of the view of the loading dock as seen from the street, as well as provide architectural elements that attempt to draw the viewers attention to the wall or other building feature instead of the visible portions of the loading dock.

2) Site Layout

a. Greenway/Pedestrian Circulation Plan

i. A Pedestrian Circulation Plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval.

ii. Sidewalks and marked pedestrian crossings in parking areas shall be provided so as to connect all principal buildings except as approved for

modification by the Technical Review Committee. Any such crossing in a parking area shall be exclusive of a parking space. Sidewalks should also link greenway trails, pedestrian amenities and any potential future transit locations.

iii. It is the intent of this conditional zoning ordinance that open space shall be provided to the extent feasible and reasonable. Each site plan shall depict how open space has been preserved, where feasible. The open space shall be connected where possible, with greenways, greenway trails or other paths. At a minimum, greenways as shown on the 2012 version of the High Point Greenway Plan shall be dedicated.

b. Screening of equipment (ground or roof mounted) and outdoor storage or use:
   i. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, and loading or service areas not addressed in section c. (Loading Docks), mechanical or electrical equipment, or other unsightly building appurtenances. Dumpsters shall be screened in accordance with section 9-5-1(d) (Screening) of the Development Ordinance.

c. Outdoor storage (i) shall not cover an area greater than 25% of ground floor of principal building(s); (ii) shall be located between the building and rear property line; and (iii) shall be fully screened from ground level view from adjacent properties and public and private streets.

d. Outside manufacturing, processing, or assembly shall not be permitted.

e. Building Coverage: Complying with any of the following criteria shall result in an increase in 5% of maximum building coverage per tract for each criterion met.
   i. The property owner supplies additional plantings by providing canopy and understory trees at double the rate listed in Development Ordinance (Table 5-11-2 Planting Yard Rate Chart) in all required planting yards. While any existing trees that are retained in the planting yards may still reduce the number of trees provided by the developer to meet the initial planting rate, the secondary or additional tree count shall be calculated regardless of existing trees retained in such yards. The species of these trees shall be selected from the preferred species list as provided in the Appendix of the Development Ordinance (Recommended Plant Materials List) or as approved by the Planning and Development Department. Any of the trees provided under this provision that cannot be planted in the peripheral or street yards due to space restrictions may be planted elsewhere on the site. Upon approval from the City of High Point such trees may be donated to the city if it is determined that

planting them on the property will not further improve the landscaping of the site.

ii. Parking is not located between the front building line of a principal building and the street.

iii. The building design of the principal building qualifies for Leadership in Energy & Environmental Design (LEED) certification as administered by the U.S. Green Building Council.

iv. At least 50 percent of the provided parking within a parking structure is located under the principal building or similar structure, or underground.

f. Dimensional Standards – Phase I

i. Lots standards

Minimum lot size	30,000 sq. ft
Minimum Lot width	150 feet
Minimum street frontage	100 feet

ii. Setbacks:

Sandy Ridge Road	50 feet from property line or 95 feet from the centerline of the right of way, whichever is greater.
All other streets	15 feet
Adjacent to Non-Residential Zoning	20 feet (may be reduced to 10 ft. subject to meeting setback reduction condition)
Adjacent to Residential Zoning	50 feet
Setback Reduction: The minimum interior setback adjacent to non-residential zoning may be reduced to 10 feet, provided that either one of the interior side lot lines or the street yard is planted as at least a C yard.	
Maximum building coverage	50% (may be increased to subject to meeting building coverage condition)

g. Dimensional Standards – Phase II

Permitted Agricultural (AG) Districts land uses, and their customary accessory uses, shall be subject to development and dimensional requirements of the AG District and requirements of the Development Ordinance.

B. Landscaping, Buffers and Screening.

1). Planting Yard Width and Rate:

Landscaping (along Sandy Ridge Road frontage of the zoning site)

a. Foundation plantings shall be included in landscape designs along building facades facing Sandy Ridge Road.

b. Developments along the Sandy Ridge Road frontage of the zoning site shall install, at minimum, a Type C planting yard.

C. Transportation Conditions.

1. General

These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

2. Access

a. Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
b. Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
c. No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

3. Right-of-way

The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

4. Roadway and Intersection Improvements

a. Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.
b. Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.
c. Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
d. Sandy Ridge Road @ Site Access Point: The Developer shall install a southbound right turn lane at this intersection, and a northbound left turn lane with a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
e. All roadway and intersection improvements (excluding traffic signals) must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

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

DESCRIPTION OF PROPERTY: Approximately 510 acres, consisting of multiple parcels, lying south of I-40; west of Sandy Ridge Road; east of Bunker Hill Road and north of Bame Road. The property is also known as Guilford County Tax Parcels.

Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

April 5, 2013

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-12, 350 South Land Holdings, LLC. Property located along the west side of Sandy Ridge Road

My staff and I have reviewed the rezoning request and offer the following comments, which have been revised from our memorandum of March 19, 2013 after discussions with the Applicant's representatives:

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately seven hundred and twenty seven (727) trips in the AM peak hour, seven hundred and sixty one (761) trips in the PM peak hour and a total of 8,759 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Sandy Ridge Road.

These conditions apply to the property in the rezoning that lies between Sandy Ridge Road and Adkins Road referred to as Phase 1. Any development on Phase 2 will require an updated Traffic Impact Analysis and additional transportation related conditions must be added to the zoning ordinance for the property.

Access

- Access to Joe Drive will be allowed per the City of High Point Driveway Ordinance.
- Access to Sandy Ridge Road will be allowed through the existing tax parcel 0170831 addressed as 2519 Sandy Ridge Road. To maximize intersection spacing from Dairy Point Drive and Gallimore Dairy Road, this access will be located along the northern property line of this parcel.
- No access shall be allowed to Adkins Road with Phase 1 development. Future access to Adkins Road shall be predicated upon the completion of an expanded traffic impact analysis that includes the internal and external roadway network serving the entire 350 South area.

Right-of-way

- The Developer shall dedicate right-of-way seventy (70) ft as measured from the centerline along Sandy Ridge Road, and thirty (30) ft as measured from the centerline along Joe Drive.

Roadway and Intersection Improvements

- Sandy Ridge Road @ Joe Drive: The Developer shall construct a northbound left and a southbound right turn lane at this intersection.
- Sandy Ridge Road @ Clinard Farms Road: The Developer shall install a northbound right turn lane and a southbound left turn lane at this intersection.
- Sandy Ridge Road @ Gallimore Dairy Road: The Developer shall install a northbound right turn lane at this intersection, and shall improve the southbound left turn lane to provide for a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
- Sandy Ridge Road @ Site Access Point: The Developer shall install a southbound right turn lane at this intersection, and a northbound left turn lane with a minimum of 300 ft of storage and appropriate bay taper. The Developer shall be responsible for the design and construction of a new traffic signal at this intersection, when warranted. As part of the signal installation, the Developer will be responsible for connecting the signal to the City of High Point Signal System.
- All roadway and intersection improvements (excluding traffic signals) must be completed prior to the issuance of Certificate of Occupancy for any building in Phase 1.

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

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

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

DAVENPORT

Transportation Impact Analysis

350 South Land Holding (Phase 1)
Guilford County, NC

Prepared for 350 South Land Holding, LLC
February 22, 2013

Analysis by: Frank Amenya, P.E., PTOE
Nick Liguori, E.I.

Drafting/Graphics by: Nick Liguori, E.I..

Reviewed by: John Davenport, Jr., P.E.

Sealed by: Frank Amenya, P.E., PTOE

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of, or improper reliance on, this document by others without written authorization and adaptation by DAVENPORT shall be without liability to DAVENPORT and shall be a violation of the agreement between DAVENPORT and the client.

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Serving the Southeast since 2002

350 South Land Holding (Phase 1) – Transportation Impact Analysis
Guilford County, NC
Prepared for 350 South Land Holding, LLC
February 22, 2013

Executive Summary

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1.75 million square feet of warehousing and 450,000 square feet of industrial park. The parcel information area map proposes the main access off Sandy Ridge Road and a secondary access from Joe Drive.

A transportation impact analysis (TIA) for this parcel was originally completed by DAVENPORT in November 2012. Since the submittal of the original TIA, the approximately 80-acre Sampson property has been added to the parcel information area map. Also the site access has changed, with the main access point off Sandy Ridge Road and a secondary access on Joe Drive. This implies that the trip generation and distribution have changed, resulting in the need for a revised TIA.

DAVENPORT was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of the new development traffic. The following intersections were included in the study:

- Sandy Ridge Road at I-40 Westbound Ramps
- Sandy Ridge Road at I-40 Eastbound Ramps
- Sandy Ridge Road at National Service Road
- Sandy Ridge Road at Proposed Site Access
- Sandy Ridge Road at Gallimore Dairy Road
- Sandy Ridge Road at Clinard Farms Road
- Sandy Ridge Road at Joe Drive
- Sandy Ridge Road at Johnson Street

This intersection was analyzed during AM (7-9 am) and PM (4-6 pm) peaks for the following conditions:

- 2018 Future No-build Conditions
- 2018 Future Build Conditions (with improvements as necessary)

The City of High Point (COHP) and North Carolina Department of Transportation (NCDOT) were contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the developer, 350 South Land Holding, LLC.

Level of Service Results

The results of the study are discussed by intersection below:

Sandy Ridge Road at I-40 Westbound Ramps

In 2018 future no build conditions, this signalized intersection is expected to operate at LOS B in the AM peak and LOS C in the PM peak. However, our Sim Traffic simulation shows that the northbound left turn movement and the westbound right turn movement operate with long queues and congestion during the study peaks. This indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS B is expected in the AM peak and LOS D in the PM peak. Additionally, the traffic simulation shows queuing issues at this intersection.

The following improvements are needed in order to mitigate background traffic conditions:

- Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane
- Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper
- Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road
- Upgrade traffic signal accordingly

With these improvements in place, the anticipated queues will be contained within storage bays.

Sandy Ridge Road at I-40 Eastbound Ramps

In 2018 future no build conditions, this signalized intersection is expected to operate at LOS D in existing AM and PM peaks. In 2018 future no build conditions, LOS E is expected in the AM and PM peaks. Traffic simulation also reveals unacceptable queues on the eastbound approach of the I-40 Eastbound Ramp. This condition is mainly due to heavy traffic volumes and indicates that improvements are needed as a result of background traffic conditions, regardless of the proposed development. With the addition of site traffic, LOS E and LOS F are expected in the AM and PM peaks, respectively, with queuing issues on all approaches.

We have identified the following improvements needed in order to mitigate background traffic conditions:

- Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper
- Provide a northbound right turn lane with 150 feet of storage and appropriate taper
- Upgrade traffic signal accordingly

With the addition of this development's traffic, we have identified the following additional improvements:

- Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp
- Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper

With these improvements in place, the intersection will improve to LOS D in the AM peak and LOS C in the PM peak.

Sandy Ridge Road at National Service Road

This unsignalized intersection is expected to operate at LOS D/E in future no build AM/PM peaks, respectively. The LOS E condition is mainly due to lack of sufficient gaps for left turn movements from the minor approach, and is very typical for stop-controlled movements onto heavily trafficked streets like Sandy Ridge Road. With the addition of site traffic, LOS E is expected in the AM peak and LOS F in the PM peaks. In order to accommodate the queuing on National Service Road, we recommend the following improvements:

- Provide a westbound right turn lane on National Service Road with 200 feet of storage and appropriate taper

While this improvement will not eliminate LOS E/F during peak hours, queues will be contained within the recommended storage bays.

Sandy Ridge Road at Proposed Site Access

In 2018 future build-out conditions, this intersection is expected to operate at LOS F during AM and PM peaks. The Sim Traffic simulation also indicates significant queuing issues for vehicles exiting the site. In order to mitigate this condition, we recommend the following improvements:

- Signalize intersection
- Provide northbound left turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper
- Provide southbound right turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper
- Provide eastbound right turn lane exiting site with 300 feet of storage and appropriate taper

These improvements will involve converting Dairy Point Drive to a right in right out access on Sandy Ridge Road. Drivers seeking to make a westbound left turn onto Sandy Ridge Road will be able to turn right and make a u-turn at the proposed traffic signal at the site access. With these improvements in place, the level of service is expected to improve to LOS A in the AM peak and LOS C in the PM peak.

Sandy Ridge Road at Gallimore Dairy Road

In 2018 future no build conditions, this unsignalized intersection operates at LOS D in the AM peak and LOS F in the PM peak. The LOS F condition is mainly due to lack of sufficient gaps for left turn movements from the minor approach, and is the result of heavy traffic volumes on Sandy Ridge Road. With the addition of site traffic, LOS E/F is expected in AM/PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Signalize intersection
- Provide northbound u-turn lane on Sandy Ridge Road with 150 feet of storage and appropriate taper

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. With these improvements in place, the level of service is expected to improve to LOS C in AM and PM peaks.

Sandy Ridge Road at Clinard Farms Road

In 2018 future no build conditions, this unsignalized intersection operates at LOS D/F in AM/PM peaks. With the addition of site traffic, LOS F is expected in AM and PM peaks. In order to mitigate this condition, we recommend the following improvements:

- Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper
- Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road

Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road. These improvements are expected to improve the level of service to LOS D in the AM peak and LOS B in the PM peak. Drivers seeking to make a westbound left turn onto Sandy Ridge Road will be able to turn right and make a u-turn at the proposed traffic signal at Gallimore Dairy Road.

Sandy Ridge Road at Joe Drive

In 2018 future no build conditions, this unsignalized intersection operates at LOS C in AM and PM peaks. With the addition of proposed site traffic, LOS C is expected in the AM peak and LOS E in the PM peak. In order to accommodate traffic entering the site, the following improvements are recommended:

- Provide southbound right turn lane on Sandy Ridge Road with 100 feet of storage and appropriate taper
- Provide northbound left turn lane on Sandy Ridge Road with 100 of storage and appropriate taper

Sandy Ridge Road at Johnson Street

This unsignalized intersection operates at LOS F and LOS C in 2018 future no build AM and PM peaks, respectively. This LOS F condition is due to lack of sufficient gaps for left turning vehicles from the stop-controlled approach, and is the result of heavy traffic volumes on Sandy Ridge Road. This indicates that improvements are needed at this intersection, regardless of the proposed development. With the addition of site traffic, LOS F is expected in AM and PM peaks. We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

DAVENPORT

Level of Service Summary

Table A presents the summary of the level of service analysis.

Table A - Level of Service Summary			
AM peak	2018 Future No Build	2018 Future Build	2018 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	B (15.7)	B (16.6)	
Sandy Ridge Road at I-40 Eastbound Ramps	E (63.4)	F (88.1)	D (43.2)
Sandy Ridge Road at National Service Road	D (28.1) WB Approach	E (43.9) WB Approach	
Sandy Ridge Road at Site Access		F (515.3) EB Approach	A (8.1) Signalized
Sandy Ridge Road at Gallimore Dairy Road	C (24.0) WB Approach	E (49.6) WB Approach	B (19.0) Signalized
Sandy Ridge Road at Clinard Farms Road	D (25.8) WB Approach	F (50.3) WB Approach	D (33.5) WB Right with Left-over
Sandy Ridge Road at Joe Drive	B (14.9) EB Approach	C (19.7) EB Approach	
Sandy Ridge Road at Johnson Street	F (125.4) EB Approach	F (438.4) EB Approach	
PM Peak	2018 Future No Build	2018 Future Build	2018 Future Build with Improvements
Sandy Ridge Road at I-40 Westbound Ramps	C (27.0)	D (50.8)	
Sandy Ridge Road at I-40 Eastbound Ramps	E (72.3)	F (137.2)	C (20.8)
Sandy Ridge Road at National Service Road	E (43.0) WB Approach	F (136.0) WB Approach	
Sandy Ridge Road at Site Access		F (***) EB Approach	C (31.8) Signalized
Sandy Ridge Road at Gallimore Dairy Road	F (193.8) WB Approach	F (754.4) WB Approach	C (25.2) Signalized
Sandy Ridge Road at Clinard Farms Road	F (57.6) WB Approach	F (218.3) WB Approach	B (13.3) WB Right with Left-over
Sandy Ridge Road at Joe Drive	C (22.5) EB Approach	E (40.1) EB Approach	E (39.1) EB Approach
Sandy Ridge Road at Johnson Street	C (23.5) EB Approach	E (40.1) EB Approach	
LOS (delay in seconds) Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay			

Summary and Conclusion

The proposed 350 South Land Holding Phase 1 development is located on the west side of Sandy Ridge Road in Guilford County, North Carolina. The site is ideally suited for office park, corporate headquarters, and light industrial uses. For analysis purposes, the site was assumed to consist of 1.75 million square feet of warehousing and 450,000 square feet of industrial park. The parcel information area map proposes the main access off Sandy Ridge Road and a secondary access from Joe Drive. Based on the ITE Trip Generation Manual, this site has a trip generation potential of 8,759 daily trips.

DAVENPORT was retained to determine the potential traffic impacts of the proposed 350 South Landing development and the transportation improvements that may be required to accommodate these impacts. The recommended improvements are summarized in Figure 9 and in Table 7.0 on the following page.

We have identified background improvements at the interchange of I-40 and Sandy Ridge Road, which are needed to mitigate background traffic conditions, regardless of the proposed development. These include restriping the northbound approach of Sandy Ridge Road at the I-40 Westbound Ramps to provide two (2) left turn lanes and widening the on-ramp to accommodate dual left turn lanes. At the intersection of Sandy Ridge Road and I-40 Eastbound Ramps, we recommend restriping the eastbound right turn lane as a combined left/through/right lane and restriping the southbound left turn lane for 400 feet of storage. In addition, we have recommended an eastbound right turn lane on the I-40 Eastbound off-ramp with 350 feet of storage and a northbound left turn lane with 150 feet of storage on Sandy Ridge Road.

We recommend providing a westbound right turn lane with 200 feet of storage on National Service Road at the intersection with Sandy Ridge Road in order to accommodate queues in the PM peak. Installation of a traffic signal is recommended at the intersection of the proposed site access and Sandy Ridge Road with auxiliary turn lanes. These improvements will involve converting Dairy Point Drive to right in right out access on Sandy Ridge Road. Drivers seeking to make left turn to or from Dairy Point Road will be able to make a u-turn at the adjacent traffic signals in order to reach their destination.

At the intersections of Sandy Ridge Road at Gallimore Dairy Road and Clinard Farms Road, we have recommended installing a traffic signal at Gallimore Dairy Road and reconfiguring Clinard Farm Road to left-over access (left out prohibited). This can be accomplished by constructing a median on Sandy Ridge Road from Gallimore Dairy Road to approximately 375 feet south of Clinard Farms Road. We also recommend constructing a northbound u-turn lane on Sandy Ridge Road at Gallimore Dairy Road and a southbound left turn lane at Clinard Farms Road. Drivers seeking to turn left from Clinard Farms Road onto Sandy Ridge Road will be able to turn right and make a u-turn at the traffic signal at Gallimore Dairy Road. These improvements will improve traffic mobility at the two intersections. Additionally, per City of High Point ordinance section 6-1-85, a northbound right turn lane will be required on Sandy Ridge Road at these intersections.

At the intersection of Sandy Ridge Road and Joe Drive, we recommend providing auxiliary left and right turn lanes. Finally, the intersection of Sandy Ridge Road and Johnson Street should be monitored for signalization when warranted.

In conclusion, this study has determined the potential traffic impacts of this development and identified transportation improvements that will be required to accommodate the impacts of both background traffic and new development traffic. The above recommendations should be constructed to comply with NCDOT Policy on Street and Driveway Access to North Carolina Highways and City of High Point Driveway Manual where applicable.

Table B – Recommended Improvements Summary	
Sandy Ridge Road at I-40 Westbound Ramps	***Note that these improvements are necessary regardless of whether the proposed project is built:*** • Restripe northbound approach of Sandy Ridge Road as two (2) left turn lanes and one (1) through lane • Restripe to extend northbound left turn lane to 400 feet of storage and appropriate taper • Widen I-40 westbound on-ramp to accommodate the dual left turn lanes from Sandy Ridge Road • Upgrade traffic signal accordingly
Sandy Ridge Road at I-40 Eastbound Ramps	• Construct a 350 foot right turn lane on the Eastbound I-40 Off-ramp • Provide additional southbound through lane on Sandy Ridge Road, with full lane width extending 200 feet south of Norcross Road and appropriate merge taper ***Note that the following improvements are necessary regardless of whether the proposed project is built:*** • Restripe to extend southbound left turn lane on Sandy Ridge Road to 450 feet of storage and appropriate taper • Provide a northbound right turn lane with 150 feet of storage and appropriate taper • Upgrade traffic signal accordingly
Sandy Ridge Road at National Service Road	• Provide westbound right turn lane on National Service Road with 200 feet of storage and appropriate taper
Sandy Ridge Road at Site Access	• Signalize intersection • Provide northbound left turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper • Provide southbound right turn lane on Sandy Ridge Road with 300 feet of storage and appropriate taper • Provide eastbound right turn lane exiting site with 300 feet of storage and appropriate taper

Table B (continued) – Recommended Improvements Summary	
Sandy Ridge Road at Clinard Farms Road	• Provide southbound left turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Reconfigure intersection for left-over access on Sandy Ridge Road (left out prohibited) • Per City of High Point ordinance, a northbound right turn lane will be required on Sandy Ridge road
Sandy Ridge Road at Joe Drive	• Provide southbound right turn lane on Sandy Ridge Road with 200 feet of storage and appropriate taper • Provide northbound left turn lane on Sandy Ridge Road with 300 of storage and appropriate taper
Sandy Ridge Road at Johnson Street	• We recommend monitoring this intersection for signalization and installing a traffic signal when warranted.

Citizens Information Meeting Report
Zoning Case 12-11

Submitted by: Tom Terrell on behalf of 350 South Land Holding, LLC.

SMITH MOORE LEATHERWOOD

March 4, 2013

Dear Neighbor:

Last October you were invited to a meeting of property owners who owned land within 300 feet of the tracts 350 South Land Holding, LLC proposed for development. The neighborhood meeting was held October 17th. It was following by public hearings before the High Point Planning and Zoning Commission and City Council.

Subsequently, 350 South Land Holding has acquired title to the 79 acres formerly owned by the Sampson family and is proceeding with annexation and rezoning of those three tracts. Adding these tracts will give the development access to Sandy Ridge Road.

350 South's application for rezoning and petition for annexation will go through the same approval process as the other 431 acres. 350 South will ask that the City amend the same rezoning ordinance it adopted last November in order to add these 79 acres.

For your convenience and comparison, enclosed is a copy of the previous map and a map showing the three additional parcels.

At this point, it is anticipated that the Planning and Zoning hearing will be March 26, 2013 and the City Council hearing will be April 15, 2013. As before, you will receive official notice from the city and see the property posted. I hope that this letter explains to you in advance why you will receive a notice for a second rezoning. The proposed uses and conditions are exactly the same (word for word) as the uses and conditions contingently approved by the city council last November 19.

If this letter is not sufficiently explanatory, please feel free to call me at my direct office number (336) 378-5412.

Sincerely,

SMITH MOORE LEATHERWOOD LLP

Thomas E. Terrell, Jr.

TET/ths

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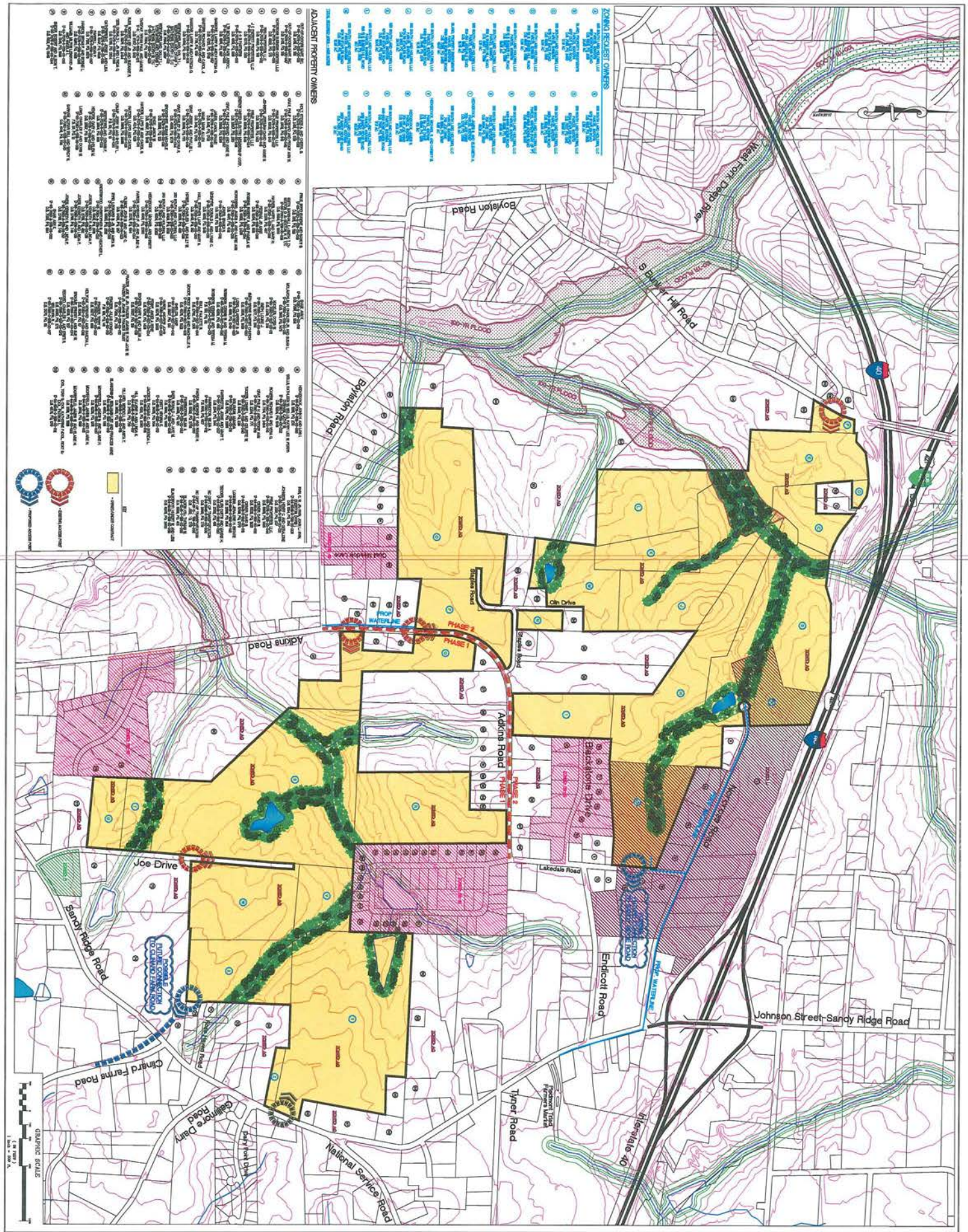
300 North Greene Street Suite 1400 PO Box 21927 (27420) Greensboro, NC 27401 ▪ 336.378.5200
Atlanta, GA ▪ Charleston, SC ▪ Charlotte, NC ▪ Greensboro, NC ▪ Greenville, SC ▪ Raleigh, NC ▪ Wilmington, NC



MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

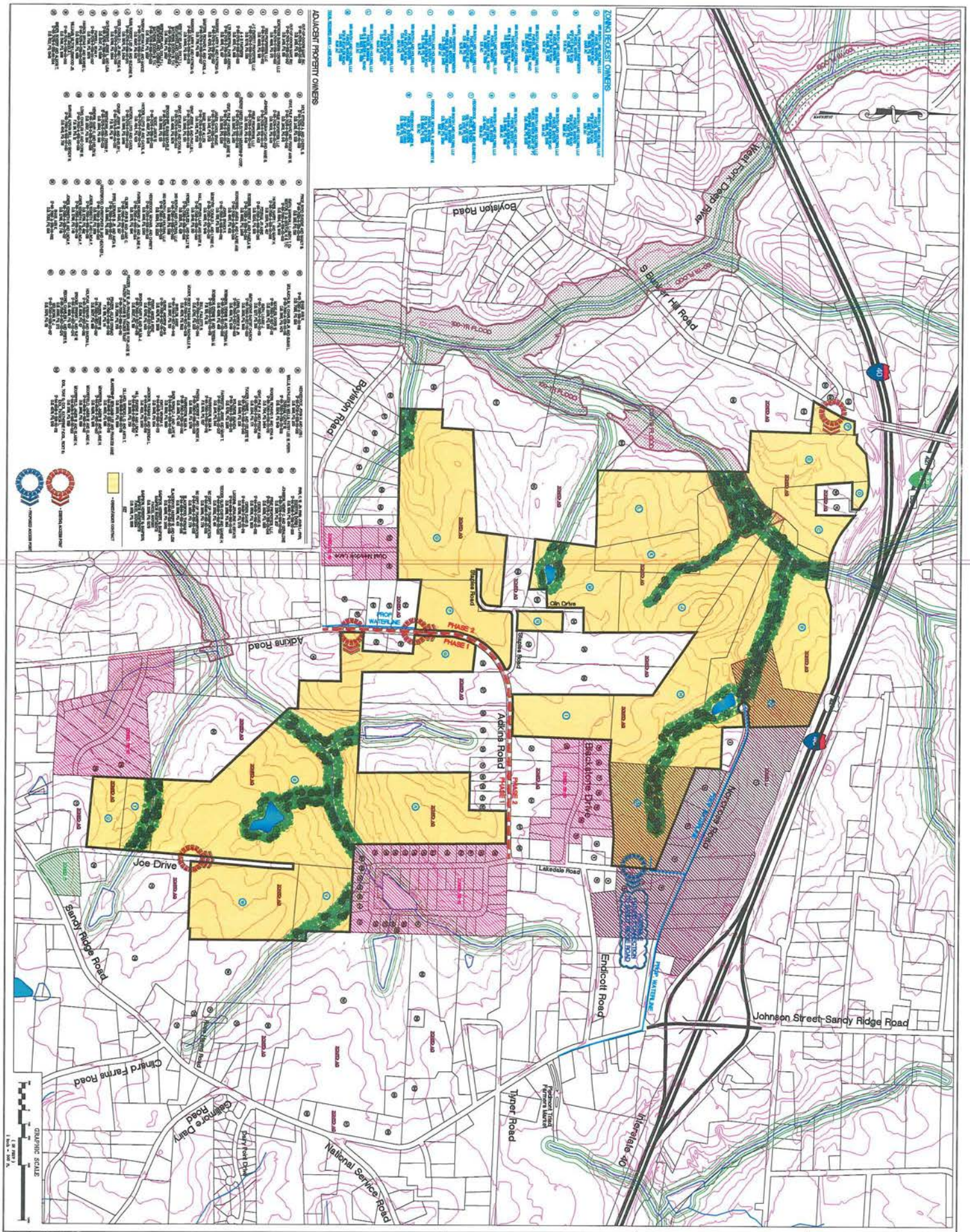
GUILFORD COUNTY, NORTH CAROLINA

Date: 1-24-13

Sheet No.: 1 OF 1

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.



MASTER PLAN

HIGH POINT NORTH INDUSTRIAL CENTER

GUILFORD COUNTY, NORTH CAROLINA

Date: 11-12-12
Scale: 1" = 300'
Sheet No.: 1 OF 1
File No.:

No.	DATE	REVISION	BY

PREPARED FOR:
350 SOUTH LAND HOLDING, LLC
4716 Hilltop Road
Greensboro, NC 27407
Contact: Jeff Mott
Phone: 336-855-7030 Fax: 336-855-7438

Evans Engineering, Inc.

FINANCE COMMITTEE
NOVEMBER 5, 2012 - 4:00 P.M
CITY MANAGER'S CONFERENCE ROOM

MINUTES

PRESENT:
Chairman Alexander, and Committee Members Corey, Smothers and Whitley

ALSO PRESENT:
Council Members Moore, Douglas, and Sims

STAFF PRESENT:
Strib Boynton, City Manager; Pat Pate, Assistant City Manager; Randy McCaslin, Assistant City Manager; Lisa Vierling, City Clerk; Jeff Moore, Finance Director; Jeron Hollis, Public Information; Eric Olmedo, Budget & Evaluation Officer; Garey Edwards, Director of Electric Utilities; Allen Oliver, Director of Parks & Recreation; Keith Pugh, Director of Engineering Services; Mark McDonald, Director of Transportation; Terry Kuneff, Civil Engineer; Ritchie Tuttle, Right of Way Agent; JoAnne Carlyle, City Attorney; Dawn Sparks, Deputy City Clerk

MEDIA PRESENT:
Pat Kimbrough, *High Point Enterprise*

OTHERS PRESENT:
Cynthia Davis, At-Large Council Member Elect & Planning & Zoning Commission

120275 **Contract – Bid No. 8 – Concrete Foundations – Johnson Street Transmission Project**

Council is requested to approve a contract awarding Bid No. 8 for the purchase of concrete foundations for the Johnson Street 100 kV Transmission project. Purchasing and the Electric Department recommends that the contract be awarded to Graves Construction Services in the amount of $506,068.00, which is the lowest responsive and responsible bidder meeting applications.

Garey Edwards stated that his recommendation is to proceed with the contract for the reason that currently transmission industry has more work than it knows what to do with. They were not counting on the rock and bad soil conditions when they first estimated this project. They went to eleven different contractors and asked for their input and bids. When it came time to bid only one contractor submitted a bid. Mr. Edwards stated

that it has been his experience in the past thirty years that if they send this contract out to rebid they will most likely get the same bid back plus 15%. Council Member Alexander asked how the overall project will come in with taking this bid into consideration. Mr. Edwards stated that he will probably have to increase the budget because of the cost of the poles and right of way is costing more than they thought. Mr. Edwards stated that next year when he submits a CIP they will not put more new projects in before they have checked the prices on some of the projects they already have ongoing.

Council Member Sims asked where the additional dollars are coming from to pay for this. Mr. Edwards stated it would come out of their capital improvement funds. Council Member Sims asked what else will be impacted by using those funds. Mr. Edwards stated that they are hopeful that it will come out of retained earnings that they have.

A motion was made by Mayor Smothers, seconded by Council Member Whitley to forward this matter to council with a favorable recommendation of approval. Motion passed unanimously.

120276 **Amendment to Lease Agreement – North Carolina Municipal Power Agency**

Council is requested to approve an amendment to lease agreement with the North Carolina Municipal Power Agency 1 (NCMPA1) for an unused portion of property located at the Eastside Waste Water Treatment Plant.

Council Member Alexander stated that this land is located at the Eastside Waste Water Plant and has been discussed as the possible location of some peak power generation that will run off of natural gas.

Randy McCaslin stated that in November of 2007 City Council approved a long term lease for the use of that unused ten acres tract. The site would be used for construction of at least one 50 MWe power generation plant with a minimum cost of at least $10,000,000.00, and could have up to four located on that ten acre site. The terms of the lease is at least 50 years with two ten year renewal periods and the reason it is coming back to council at this time is because the lease called for the power plant to be constructed by January 23, 2013, but due to the economy and the reduced usage of electricity, they haven't needed to construct those, and they would like to have at least a ten year minimum added to the ordinance requiring that construction.

Council Member Sims asked why they are only asking for ten more years. Mr. McCaslin stated that they are probably hearing the same thing from their economist that the City is hearing, that it is going to be 2016 or 2017

before things get back to anything close to normal, and that ten year period is when they expect to need the plant.

A motion was made by Mayor Smothers, seconded by Council Member Corey to forward this matter to council with a favorable recommendation for approval. Motion passed unanimously.

120277 **Extension of Contract – Vecllio and Grogan (Sharpe Brothers) – Hartley Drive Extension Contract**

Council is requested to approve an extension to the Vecellio and Grogan (Sharpe Brothers) contract in the amount of $5,183,403.60 to allow for the construction of the proposed Lindsay Street improvements.

Keith Pugh stated that there is a provision in all of the construction contracts that allows the City to extend contracts up to 100% of the original value. Typically the City has exercised that option on water and sewer contracts.

Lindsay Street is the last of the major roadway bond projects out of the 2004 general obligation bonds and we were looking at a means to expedite the project done, and this is a way to do that. The only construction contract right now for roadways that is large enough to extend to this amount is the Hartley contract. The contractor currently on Hartley has over the last seven years finished their contracts with the city ahead of time and on budget with minimal change orders.

A motion was made by Mayor Smothers, seconded by Council Member Corey to forward this matter to council with a favorable recommendation for approval. Motion passed unanimously.

120282 **Appraisal of Property – Shadybrook Road**

At the September 17, 2012 City Council Meeting, Council directed staff to proceed with an appraisal of the property located at 301-305 Shadybrook Road.

Pat Pate stated that the appraisal came back in at $255,000 as the current value of the property given the existing condition of the property and the existing contract with the school system on the property. The amount the City had offered before was the county appraised value of $294,300. The appraisal has not been sent to the school board at this time.

Council advised staff to send the appraisal to the Guilford County School Board and advise them the City is still willing to pay the appraised value for the property, which is now at $255,000.

A motion was made by Council Member Whitley, seconded by Council Member Corey, to recommend to council that the appraisal be sent to the Guilford County School Board and advise them the City will offer $255,000.00 to purchase the property. Motion passed unanimously.

OTHER ITEMS:

Health Insurance

The City Manager advised that industry wide costs for health insurance are increasing 6.3%, and the City thinks they will feel a 2.3% increase. Mr. Boynton stated that they are double checking the numbers to verify that.

ABC Board

Council Member Alexander stated that as liaison to the ABC Board he strongly recommends adding Jim Tanner to the ABC Board. Mayor Smothers reminded council that there is another vacancy on the ABC Board. Mayor Smothers felt it was important to have people on this board who will lobby for the ABC systems that the City has, because the next legislature and next governor may well look again at privatization.

Mayors Challenge Police Department

Mayor Smothers advised that Larry Casterline will be present at council meeting to talk about the police department's qualification of the Mayors Challenge. The city is one of twenty in the U.S. to be selected.

Strib Boynton advised that the City has been invited to submit an application for potentially $5,000,000.00 grant from the Bloomberg Philanthropies, who is really excited about the City's crime initiative, particularly domestic violence.

There being no further business to come before Council, the meeting adjourned at 4:30 p.m.

Respectfully Submitted,

_____
Dawn J. Sparks, CMC
Deputy City Clerk

_____
Latimer Alexander, Chairman

Public Services Department

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: November 9, 2012

To: Pat Pate, Assistant City Manager

From: Terry Houk, Assistant Director of Public Services (TH)

Re: Agenda Item

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

Acceptance of low bid submitted by PF Plumbing Contractors, Inc. for McKinley Pump Station Renovations

This project is part of the overall upgrade of pump stations throughout the City of High Point. The low bidder is an experienced contractor properly licensed by the State of North Carolina.

Public Services is recommending the bid be accepted for:

McKinley Pump Station Renovations $309,500.00

Funding for this project will come from: 421779-533701-421101023405-40201.

Cc: Chris Thompson
Jeff Moore
Patty Sykes
Tracey Adams
Rick Riley
File

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: November 19, 2012

BID NO.: 02-103112 CONTRACT NO.: DATE OPENED: Oct 31, 2012

DESCRIPTION:

McKinley Pump Station Renovation.

PURPOSE:

This project is part of the overall upgrade of pump stations throughout the City of High Point.

COMMENTS:

RECOMMEND AWARD TO: PF Plumbing Contractors, Inc. AMOUNT: $ 309,500.00

JUSTIFICATION:

The lowest responsive bid was received from PF Plumbing Contractors, Inc. This contractor is experienced and properly licensed by the State of North Carolina.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421101023405	40201	$ 309,500.00
TOTAL BUDGETED AMOUNT				$ 309,500.00

DEPARTMENT HEAD: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: e=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA#0722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.11.13 14:08:09 -05'00' DATE: Nov 13, 2012

The Purchasing Division concurs with recommendation submitted by the Public Services Dept. and recommends award to the lowest responsible, responsive bidder PF Plumbing Contractors in the amount of $ 309,500.00.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.11.13 13:48:21 -05'00' DATE: Nov 13, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: e=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA#0722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.11.13 14:08:31 -05'00' DATE: Nov 13, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.11.13 14:26:05 -05'00' DATE: Nov 13, 2012

Bidder Tabulation

Bid Number 02-103112
McKinley Pump Station Renovations – Public Services

BIDDERS	Sub Total (Part A)	Sub Total (Part B)	Total Bid
P.F. Plumbing Contractors Inc. Winston Salem, NC	**$305,500.00**	**$4,000.00**	**$309,500.00**
James E. Harris Construction Huntersville, NC	$384,420,00	$3,800.00	$388,220.00
Shiloh Utilities Eden, NC	$410,795.00	$8,000.00	$418,795.00
Laughlin Sutton Construction Browns Summit, NC	$429,150.00	$4,100.00	$433,250.00

STRIB BOYNTON

From:	STRIB BOYNTON
Sent:	Wednesday, March 13, 2013 2:20 PM
To:	BECKY SMOTHERS; BERNITA SIMS; Britt Moore; Foster Douglas; JASON EWING; JAY WAGNER; JEFFREY GOLDEN; JIM DAVIS; JUDITH MENDENHALL
Cc:	JOANNE CARLYLE; LEE BURNETTE; LISA VIERLING; CINDY DUNCAN-SMITH; PAT PATE; RANDY McCASLIN; tom.terrell@smithmoorelaw.com
Subject:	FYI on 350 South

Good Afternoon,

This is a quick heads-up memo regarding an item for Monday's agenda. The agenda will include a requested and recommended time extension to complete the necessary development agreement and synthetic TIF for the 350 South project.

JoAnne, Lee and I met earlier this week with Tom Terrell to review ideas for the development agreement including some possible synthetic tax increment financing of infrastructure improvements. It was very positive meeting.

We now have a much clearer idea of what the developer is proposing. If all works out as we anticipate, the city and the developer will jointly share in the costs of development. The original idea called for the city to commit to finance whatever water, sewer and street improvements might be needed throughout the entire development over the next 10 or 20 years. Under that original idea, the city's cost/exposure would easily be more than $10.0 million. That would be money we do not have, and would not have over the next 10 or 20 years.

While details need to be worked out with clear language, the basic idea now involves the city financing and installing the major water and sewer improvements for a smaller Phase 1, and the developer financing and installing the street and related improvements for the Phase 1 development. The rough estimated cost for the water and sewer improvements for Phase 1 are in the $1.0 to $1.5 million range. I do not know the cost of the road improvements, but they would be designed and constructed to city standards.

The city would recover some of our costs from future water, sewer and property tax revenues. The developer would recover some of his street and related improvements from future property tax revenues from new private investments in the Phase 1.

We will review more with you on Monday. Tom and I will be asking you to extend the deadline another month so we can come back to you with a completed development ordinance including a synthetic TIF.

Please call me if you have any questions in the meantime.

Many thanks!

Stirb

11-19-2012 HPCC
120301
120302
120303

High Point City Council 11/19/2012

Please correct my address in the Planning and Zoning's report of last week's meeting that was prepared for council. It is 8625 Bull Rd., Colfax, NC

There was no mention in the report of citizens' environmental concerns during the P and Z meeting about the proposed business park site being located in High Point's watershed area and the many steep slopes, streams and tributaries of the Deep River that are scattered throughout the proposed site. Industrial activities would seem environmentally unwise here.

Using the airport overlay districts to suggest that no new residential development could occur in the area was very disappointing and reveals the city's true intentions, which is to hold land hostage for the city's interests, and not for the interests of all residents and landowners in this area unless they choose to be annexed. It is important that all non- annexed or county residents know that they and their property is governed by Guilford County and is not subjected to High Point's overlay district and zoning regulations.

Many speakers noted their concerns with transportation problems. The current road network is not friendly to industrial truck traffic. There is little access to Sandy Ridge Road, which is scheduled for future improvement. Serving rural residents, current narrow roads with numerous blind spots caused by hills and curves coupled with school buses and slow-moving farm equipment seem to increase the likely hood of disastrous outcomes.

Where I live, work, and play, I have had firsthand experiences with truck traffic on similar secondary rural roads as those in the Boylston Road area. Road Tractors with trailers up to 55 feet long often pass through our neighborhoods and have skidded to prevent hitting me in route to the Fed Ex facility in Kernersville. On numerous occasions I have contacted NCDOT, Highway Patrol, and Town of Kernersville officials about this problem. It seems to improve for a short while, but the trucks do come back.

Sections of Crosscreek Road are crumbling due to this traffic. Allowing such development in areas designed for rural traffic will require more maintenance and upgrades, it places a heavier and unnecessary burden upon taxpayers, and destroys two of the three main land-use planning goals intended to create communities where people will want to live, work, and play.

Were impacted citizens asked if they would like to live and play in such an environment during the community meeting with developers? I doubt it.

The definition of progress has dramatically changed. For the sake of progress, industrial development is now desired in sensitive watershed areas that sustains hundred s of thousands of citizens. For the sake of progress, abandoned industrial sites which have much better access to roads are allowed further deterioration. Finally, for the sake of progress, the quality of life sought after by far too many citizens is sacrificed. Millions for those who build it, misery for those who live near it.

Jimmy Morgan 8625 Bull Rd. Colfax

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

Notice of Public Hearing

City of High Point
Municipal Office Building
211 South Hamilton Street

The City of High Point Public Services Department will hold a public hearing on **Monday, November 19th at 5:30 p.m.** in the City Council Chambers on the third floor of the Municipal Office Building to present the following: Stormwater Management Plan for compliance with the National Pollutant Discharge and Elimination System (NPDES) Federal Stormwater Permit covering the six minimum control measures: 1- Public Education; 2- Public Involvement; 3- Illicit Discharge Detection and Elimination; 4- Construction Site Run Off Control; 5- Post-Construction Run-Off Control; and 6- Pollution Prevention/Good Housekeeping. Interested persons are invited to attend and comment. Please call 883-3455 if you have any questions. The permit application is available for public inspection and review beginning November 12, 2012 in the High Point Public Library at 901 N. Main Street during the hours listed below.

Monday -Thursday: 10:00 AM – 8:00 PM
Friday: 10:00 AM – 6:00 PM
Saturday: 12:00 PM – 6:00 PM
Sunday: 1:30 PM – 5:30 PM

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call 883-3298, or the city's TDD phone number: 883-8517. This printed material will be provided in an alternative format upon request. The City of High Point hearing impaired TDD number is 883-8517.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On November 13, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

West Wendover Land Development, LLC; and
DFC Premier Drive , LLC **Zoning Case 12-14**

A request by West Wendover Land Development, LLC and DFC Premier Drive, LLC to rezone approximately 70 acres from a Conditional Use Planned Unit Development-Mixed (CU-PDM) District to a Planned Unit Development-Mixed (PDM) District. The site is lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.

Mr. Herbert Shannon presented Zoning Case 12-14 and recommended approval as outlined in the staff report.

Speaking in favor of the request was the applicant, Mr. David Couch, 5826 Samet Drive - Suite 105, High Point, NC. Mr. Couch provided an overview of the application, and proposed a minor change to his conditional zoning ordinance to allow congregate care facilities as an allowable use where GO-H District uses are proposed.

Attending to obtain additional information was Mr. Brian Ernenwein, representing Centrex Properties Inc, 4040 Ed Drive, Raleigh, NC (Property Manager for Food Lion facilities). He spoke neither in favor nor in opposition to the request.

No one spoke in opposition to the request.

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-14, by a vote of 8-0, including the added use.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING CASE Z12-14
November 13, 2012

Request		
Applicant: Wendover Land Development, LLC; and Premier Drive , LLC	**Owner(s):** Wendover Land Development, LLC; and Premier Drive , LLC	
Zoning Proposal: To amend an existing Planned Unit Development zoning district to expand the allowable uses.	**From:** **CU-PDM**	Conditional Use Planned Unit Development Mixed District
	To: **PDM**	Planned Unit Development Mixed District

Site Information	
Location:	The site is lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.
Tax Parcel Numbers:	Guilford County Tax Parcels 0209695, 0212263, 0212284, 0218575 and 0212274 thru 0212280.
Site Acreage:	Approximately 70 acres.
Current Land Use:	The western half of the site consists of various commercial/retail uses, restaurants, office uses and a multifamily development. The eastern half of the site is undeveloped.
Physical Characteristics:	The western half of the site is graded and developed; it has a flat to gently sloping terrain. The eastern half of the site has a moderate to severely sloping terrain, portion of this area have been graded and filled. A perennial stream runs along the eastern boundary of the site from W. Wendover Avenue to Premier Drive.
Water and Sewer Proximity:	An 8-inch City sewer line lies adjacent to the site along Samet Drive, W. Wendover Avenue and Premier Drive. Moreover, there are varying size water lines lying adjacent to the site along Samet Drive, W. Wendover Avenue and Premier Drive. Finally, there are various size water and sewer lines running through the parking lot of the Palladium commercial development and the apartment complex parking lot.
General Drainage and Watershed:	The northwestern portion of the site drains in a general northerly direction while the rest of the site drains in a southeastern direction. Development is subject to the City Lake General Watershed Area (GWA) Engineered storm water treatment measures are required for non-residential and multi-family development with a total impervious surface area greater than 24% of the site.
Overlay District(s):	Eastchester Scenic Corridor Overlay District City Lake General Watershed Area Airport Overlay Area – Zone 4

Adjacent Property Zoning and Current Land Use			
North:	**CU-LI**	Conditional Use Light Industrial District	Undeveloped parcel, office use and light industrial uses
South:	**AG** **CU-RS-9**	Agricultural District *(Guilford County)* Conditional Use Residential Single Family-9 District	Single family dwellings *(across W. Wendover Avenue)*
East:	**CU-LI**	Conditional Use Light Industrial District	Undeveloped parcels, office use and medical offices
West:	**CU-SC**	Conditional Use Shopping Center	Various commercial retail uses.

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	Goal 3: Create more mixed use areas, while reinforcing existing ones, to minimize traffic, maximize the utilization of infrastructure, and so people can live, work and play in one location.
Land Use Plan Map Classification:	The site has a Mixed Use Development land use designation. This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.
Relevant Area Plan(s):	The site is located within the West Wendover Avenue/Guilford College Road Corridor Plan, and the following policies from the plan apply to this request: <u>Transportation</u> Obj. #1: To maintain West Wendover Ave. as a major traffic carrier rather than a local service road. Obj. #3: To minimize the impacts of development on major traffic circulation interchanges and intersections. Recommendation #1: Vehicular access to West Wendover Ave. and Guilford College Rd. should be restricted and the number of median crossings on Wendover Ave. should not be increased. Recommendation #4: Vehicular access should be controlled along West Wendover Ave. within 500 feet of a major intersecting street <u>Land Use</u> Obj. #2: To concentrate community/regional commercial uses at each end of the corridor, specifically at the I-40/Wendover and N.C. Highway 68/Wendover intersections, and to focus residential, neighborhood commercial, and office/institutional uses near the intersection of Guilford College Rd., West Wendover Ave. and Greensboro's Western Loop.

	Environmental Factors Obj. #2 To ensure an adequate amount of open space is maintained. Obj. #3 To protect flood plains and environmentally sensitive lands. Visual Quality Obj. #1 To ensure the maintenance of a high visual quality in the West Wendover Avenue Corridor with appropriate standards for signs, landscaping, buffer yards, setbacks and design guidelines.
Zoning History:	1. The eastern portion of this current zoning application, which fronts along Premier Drive, was annexed in 1994 as part of Zoning Case 94-35 and granted a CU-LI District zoning. 2. In 1999, the zoning site (not including parcel fronting Premier Drive) became part of a large overall annexation and zoning application for the Shoppes at Deep River commercial development. That application included this current zoning site and the existing commercial development to the west, between Samet Drive to Penny Road (Zoning Case 99-25). At that time the land area lying to the east of Samet Drive, was slated for office uses. 3. In 2003, the current PUD zoning on the site was established. It permitted a combination of commercial, office and multifamily uses.

Transportation Information					
Adjacent Streets:	**Name**		**Classification**		**Approx. Frontage**
	Samet Drive		Collector Street		1,600 ft
	W. Wendover Avenue		Major Thoroughfare		1,400 ft
	Premier Drive		Collector Street		300 ft
Vehicular Access:	In addition to the access points described in the rezoning case 03-23, this rezoning site will have one access point on Wendover Avenue opposite Gisbourne Drive.				
Traffic Counts: *(Average Daily Trips)*	W. Wendover Avenue			30,000 ADT (2011, 24 hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed uses will generate approximately 18,909 trips/day, 856 trips (entering & exiting) in the AM peak hour and 1596 trips (entering & exiting) in the PM peak hour.				
Traffic Impact Analysis:	**Required**			**Comment**	
	Yes		No		
	X				
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment

When the current PUD zoning was approved in 2003, up to 900 multifamily dwelling units could be developed and school impacts were assessed at that time. Approximately 216 multifamily dwelling units have been constructed. Under this new zoning proposal, the total number of residential dwelling units is being significantly reduced and may result in no additional units being constructed. Therefore, this application will have little to no impact area schools.

Planned Unit Development (PUD) Overview

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

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

Details of Proposal

Overview of Applicant's Zoning Request

The applicant has submitted this zoning application to obtain approval to expand development options for this site. The current PUD zoning allows commercial/retail uses, as allowed in the SC District, on the western half of the site and along the W. Wendover Avenue frontage. The remaining portions of the site, including the apartment complex behind the theater and the undeveloped eastern area is limited to office and multifamily uses. The applicant is requesting no changes for the existing commercial and multifamily development on the western half of the zoning site. However, they are requesting to amend the permitted uses on the eastern undeveloped portions of the site to allow for retail/commercial, and some light industrial use options along with the currently permitted office and multifamily uses. The proposed changes are as follows:

	Existing CU-PDM Zoning	Proposed NEW PDM Zoning
Western half of site	Tract A - Commercial uses as allowed in SC District	No changes.
	Tract B - Multifamily family or office uses as allowed in GO-H District	No changes.

Eastern half of site	Tract A - W. Wendover Avenue frontage permits SC District uses. Tract B - Multifamily family or office uses	Tract A - Continues to permit SC District uses along the W. Wendover Avenue frontage for out-parcels. This area is now a part of newly created Tract E. Tract B (old configuration) is being further divided to create 4 new tracts (C, D, E & F) permitting the following: • Tract B (new configuration) will encompass the existing multifamily development behind the theater. • Tract C will allow SC District uses; **or** GO-H District uses. • Tract D will allow SC District uses; **or** GO-H District uses. • Tract E will allow SC District uses. • Tract F will allow SC District uses; **or** LI District uses; **or** GO-H District uses.

Relevant conditions of CUP03-23, which contains the current zoning conditions for the site, are being transferred into this new Conditional Zoning Ordinance (CZ Ordinance 12-14). New conditions are those which set development standards for new Tracts C, D, E and F.

Staff Analysis

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

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

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: ❖ The proposal as a whole will create an overall development that will be of a higher standard than would develop under conventional zoning due to the unified review of the site and its uses. ❖ The applicant has offered conditions for the W. Wendover frontage of the site to meet the architectural design criteria of the Eastchester Scenic Overlay District.

	Additionally, they have limited the placement of outdoor service activities, such as drive-thru windows, automotive bay doors, and vacuum/air hose pedestal from being placed directly in front of buildings along the W. Wendover Avenue frontage of the site.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: ❖ The request supports the Land Use Plan objectives to minimize strip commercialization of the W. Wendover Avenue corridor by creating commercial centers or nodes at key intersection locations; provide a wide range of housing opportunities; and stimulate more efficient use of the City's land resources by encouraging mixed-use and higher residential densities at appropriate locations. ❖ By bringing the entire area in as one planned development, it further ensures the establishment of a unified and attractive mixed-use development, which will assist in establishing compatibility and harmony with the existing high quality commercial development in this area.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: The proposal to assemble these large tracts for planned development rather than the development of multiple separate non-integrated developments will provide for interconnection of a roadway and a pedestrian access system that may produce less concentrated traffic impact and reduce traffic bottle necks on surrounding roads.
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: ❖ The proposed uses, as conditioned, will not negatively affect the value and enjoyment of abutting parcels. The site sits between an existing commercial development to the west and a light industrial development to the east. The adjacent single-family subdivision to the southeast is separated from the site by W. Wendover Avenue, a 4-lane major thoroughfare with a grassy median. As proposed, the configuration of this PUD and expansion of uses will provided for a mixed-use development that will be of similar types or intensity of uses compatible with surrounding area. ❖ The proposal concentrates commercial development between the Eastchester and Wendover corridors, and provides for a mixture of commercial, office, and residential uses at locations recommended by the Eastchester and Wendover Corridor plans.

Consistency with Adopted Plans: **The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans**
Staff Comments: The proposed changes are consistent with the Mixed Use Development designation in the Land Use Plan by continuing to allow a variety of uses within close proximity to each other. The site is also located within the West Wendover Avenue/Guilford College Road Corridor Plan. The proposed changes continue to meet many of the objectives and recommendations of this plan relating to transportation, land use, and environmental factors. Primarily this involves maintaining West Wendover Ave. as a major traffic carrier, concentrating large commercial uses near the intersection with N.C. Highway 68, and protecting the environmental quality of the corridor. The plan also recommends that development maintain a high visual quality, which is accomplished through the application of the Eastchester Scenic Corridor Overlay District architectural design, landscaping, and signage standards to the W. Wendover Avenue frontage of the property.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: ❖ Most of the surrounding property, lying north of Wendover Avenue, is already developed or zoned to permit commercial or light industrial uses. The allowance of higher intensity development on the eastern half of the zoning site will be compatible with adjacent uses and character of the area. ❖ In addition to the above noted PUD Findings, proposed uses allowed in the various tracts, as restricted by the applicant's Conditional Zoning Ordinance, will be compatible with the surrounding area.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: The applicant has offered transportation related conditions pertaining to roadway improvements, vehicular access & interconnectivity and for signalized access at proposed new entrance that will align with Gisbourne Drive. These conditions in conjunction with the overall master planning of this development will generally help ease traffic congestion, facilitate turning movements, and facilitate traffic flow not only for this proposed development but also for the abutting commercial development to the west and the office/industrial development to the east.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: The site is subject to stream buffer requirements of the Development Ordinance and water supply watershed regulations of the City Lake General Watershed Area. There

	is also an existing water quality treatment facility, which is to remain undisturbed, at the southeastern boundary of the site that will serve a portion of this development.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and services. The proposed development has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use enjoyment or value of adjacent properties.**
	Staff Comments: This review factor has been addressed previously in the in the PUD Findings.

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

Staff Comments:
In 1999 when the zoning site and the abutting Shoppes at Deep River commercial development were annexed and zoned for commercial/office uses, it was envisioned this would be a small commercial node that would serve the adjacent residential neighborhoods. However, over the past 15 years development pressures have produced greater commercial growth that has transformed this area into a regional commercial node. The requested expansion of uses is intended to serve the demand for development at this regional commercial node.

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

Staff Comments:
The Land Use Plan seeks to prevent strip commercial development of Eastchester Drive and W. Wendover Avenue Corridor. The plan specifies where commercial development is permitted and it seeks to limit commercial development to these established commercial nodes. This site is at one of the established commercial nodes and the requested expansion of uses is in keeping with the intent of the City Council's adopted land use polices for the Eastchester Drive and W. Wendover Avenue corridors.

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

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the requested amended PDM District is consistent the site Mixed-Use Land Use Map classification and with adopted plans, 2) The proposed uses, as conditioned, will not negatively affect the value and enjoyment of abutting parcels, 3) The request supports the Land Use Plan objectives to minimize strip commercialization of these corridors by creating commercial centers or nodes at key intersection locations; provide a wide range of housing opportunities; and stimulate more efficient use of the City's land resources by encouraging mixed-use and higher residential densities at appropriate locations; and 4) The proposal concentrates commercial development between the Eastchester and Wendover corridors, and provides for a

mixture of commercial, office and residential uses at locations recommended by the Eastchester and Wendover Corridor plans.

Recommendation

Staff Recommends Approval

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses and promote the higher standards envisioned for a PUD development. The Planning & Development Department recommends approval of the requested PDM District.

Required Action

Planning and Zoning Commission:

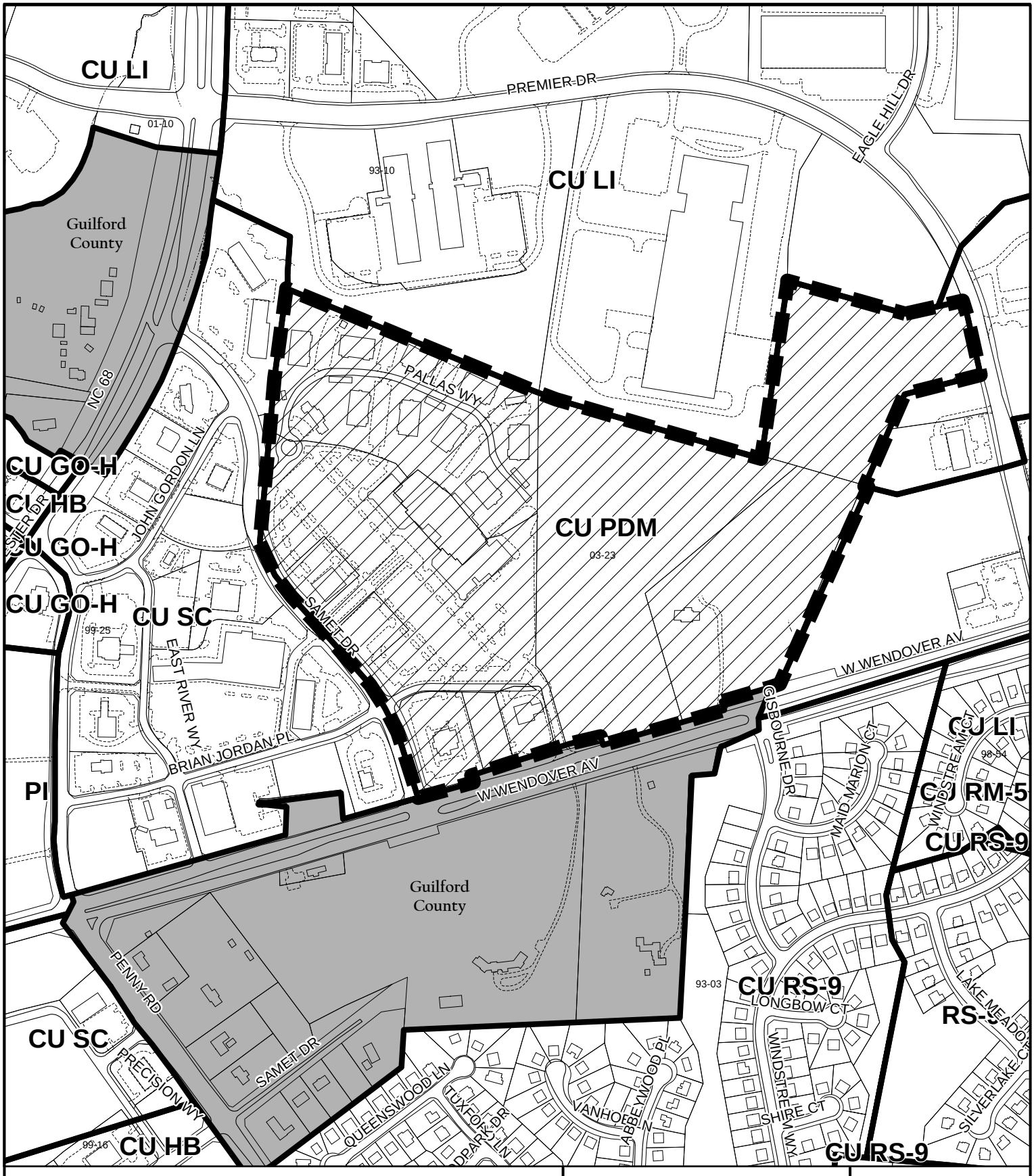
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



ZONING CASE 12-14

From: Conditional Use Planned Unit Development-Mixed
To: Planned Unit Development-Mixed

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

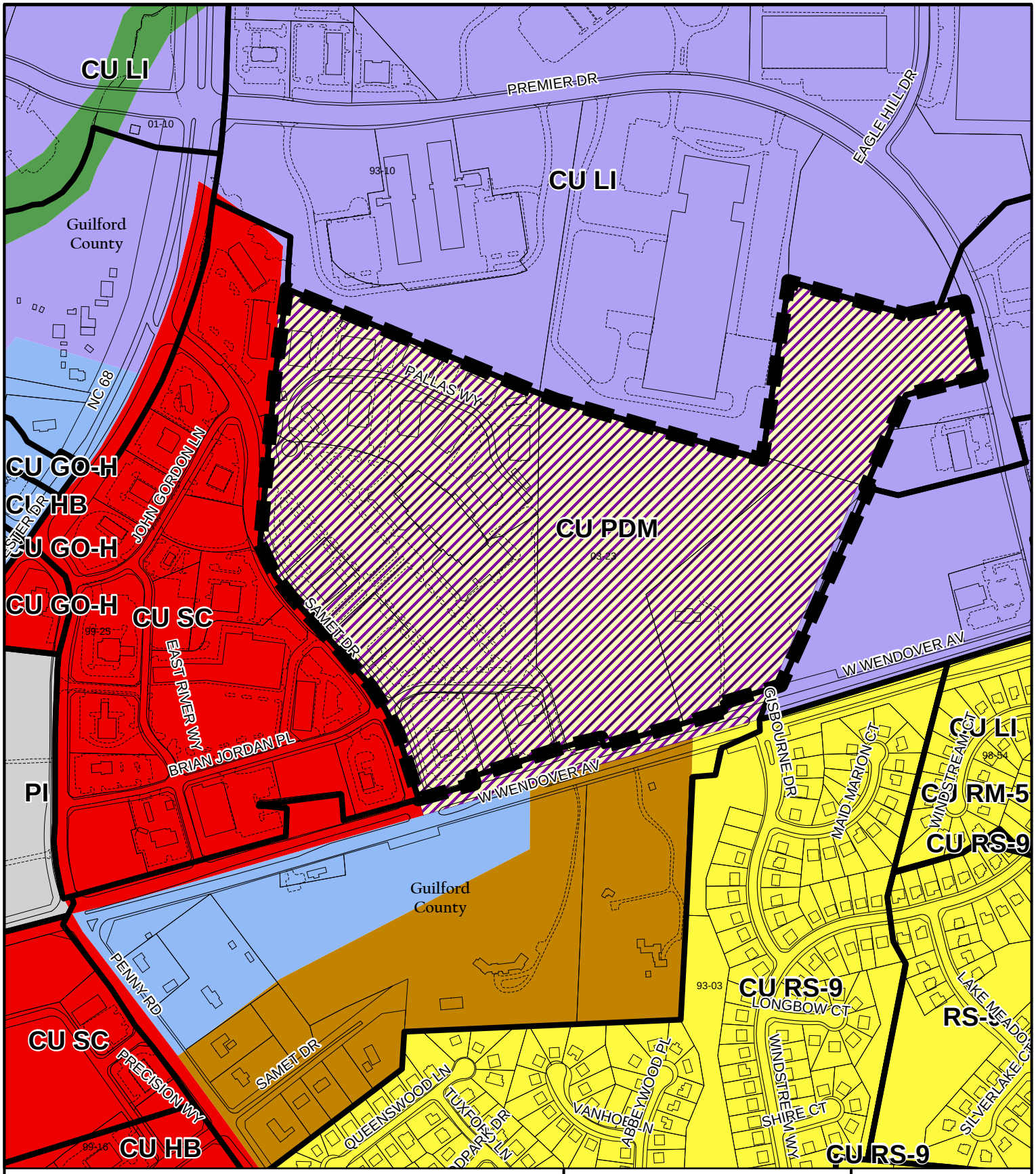
City of High Point

Date: October 25, 2012

N

Scale: 1'=500'

y:/ba-pz/2012/pz/z12-14.mxd



ZONING CASE 12-14

Land Use Plan

- Mixed Use Development
- Low-Density Residential
- Medium-Density Residential
- Office
- Community/Regional Commercial
- Restricted Industrial
- Institutional
- Recreation/Open Space

Planning & Development Department

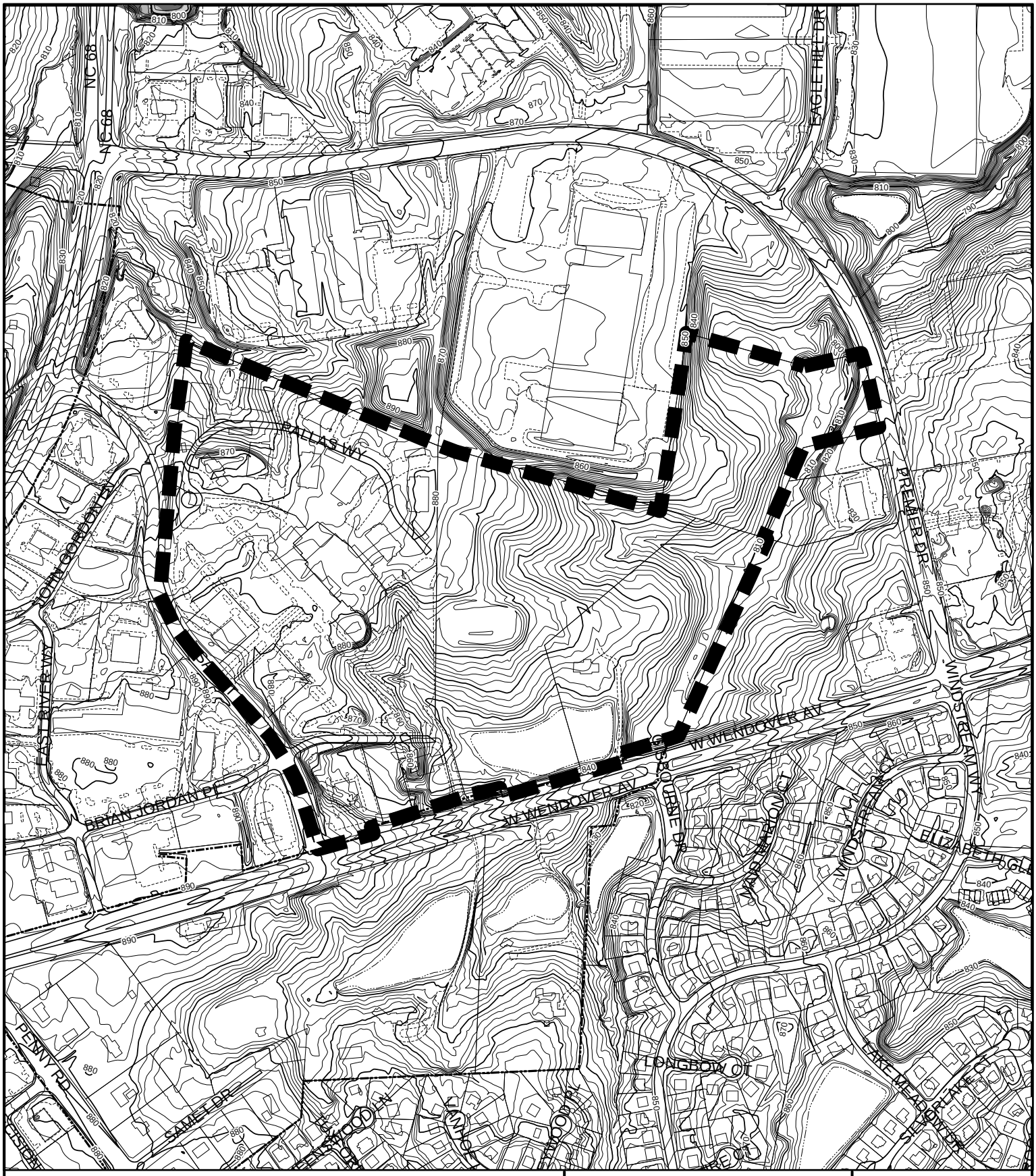
City of High Point

Date: November 2, 2012

N

Scale: 1'=500'

y:/ba-pz/2012/pz/z12-14clu.mxd



ZONING CASE 12-14

Topography

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

Planning & Development Department

City of High Point

Date: November 2, 2012

N

Scale: 1'=500'

y:/ba-pz/2012/pz/z12-14topo.mxd

ZONING CASE 12-14
NC 68
NC 6
EAGLE HILL DR
PALLAS WY
JOHN GORDON LN
EAST RIVER WY
SAMET DR
PREMIER DR
W WENDOVER AV
BRIAN JORDAN PL
SBOURNE DR
WINDSTREAM CT
ELIZABETH GLEN
LONGBOW CT
LAKEMEADOW DR
SILVERLAKE CT
PINEBROOK CT
CHERRYBROOK DR
PRECISION WY
PENNY RD
QUEENSWOOD LN
TUXFORD LN
WOODPARK
LANHOLLEY WOOD PL
ABBEY
WINDSTREAM WY
SHERWOOD CT

NC HIGHWAY 68
200' PUBLIC R/W

JOHN GORDON LANE
40' PRIVATE DRIVE EASEMENT
(PAVED 30' FC-FC)

SAMET DRIVE
84' PUBLIC R/W
PAVED 52' MIN. F.C.-F.C. (VARIES)

BRIAN JORDAN PLACE
40' PRIVATE DRIVE EASEMENT
(PAVEMENT WIDTH VARIES)

WEST WENDOVER AVENUE
R/W AND PAVEMENT WIDTH VARIES

PREMIER DRIVE
80' PUBLIC R/W

PALLADIUM COMMONS
PALLADIUM COMMONS, LLC
5870 SAMET DRIVE
LOT 4
SHOPPES @ DEEP RIVER
PB 161, PG 58
DB 7074, PG 2281
PARCEL #0212262
ZONED: GI SC (98-25)

HAM'S RESTAURANT
HAMBONE DOG PROPERTIES, LLC
5840 SAMET DRIVE
LOT E-2
SHOPPES @ DEEP RIVER
±1.000 ACRE
PB 155, PG 60
DB 6306, PG 2545
PARCEL #0212278
ZONED: GI PDM (03-23)

BRG DEEP RIVER, LLC
5820 SAMET DRIVE
LOT F
SHOPPES @ DEEP RIVER
±1.000 ACRE
PB 155, PG 60
DB 6126, PG 1503
PARCEL #0212279
ZONED: GI PDM (03-23)

SAMET SHOPPES, LLC
5815 SAMET DRIVE
LOT 1
SHOPPES @ DEEP RIVER
1.548 ACRES
PB 141, PG 60
DB 6625, PG 1088
PARCEL #0212250
ZONED: GI SC (98-25)

BURGER KING
JEFFREY BRIAN HARRISON
NEXCAN MALL, INC
5805 SAMET DRIVE
LOT 3D
DLS PENNY ROAD, LLC &
WEST WENDOVER ASSOCIATES, LLC
±1.401 ACRES
PB 125, PG 10
DB 5746, PG 564
PARCEL #0212232
ZONED: GI SC (98-25)

OLIVE GARDEN
GMRI, INC
4006 BRIAN JORDAN PLACE
LOT B-2
SHOPPES @ DEEP RIVER
1.98 ACRES
PB 180, PG 123
DB 7282, PG 2711
PARCEL #0212278
ZONED: GI PDM (03-23)

BRG DEEP RIVER, LLC
4008 BRIAN JORDAN PLACE
LOT B-3
SHOPPES @ DEEP RIVER
±2.085 ACRES
PB 180, PG 123
DB 6219, PG 1730
PARCEL #0212575
ZONED: GI PDM (03-23)

CAROLINA BANK
4010 BRIAN JORDAN PLACE
LOT B-1
SHOPPES @ DEEP RIVER
1.00 ACRE
PB 161, PG 191
DB 6464, PG 828
PARCEL #0212280
ZONED: GI PDM (03-23)

RETAIL/OFFICE
PALLADIUM RETAIL, LLC
5836 SAMET DRIVE
LOT D
SHOPPES @ DEEP RIVER
±14.2941 ACRES
PB 161, PG 58
DB 6219, PG 1730
PARCEL #0212271
ZONED: GI PDM (03-23)

PALLADIUM PARK APARTMENTS
BRG MAJESTIC APARTMENTS, LLC
5900 PALLADIUM CIRCLE DRIVE
LOT C
SHOPPES @ DEEP RIVER
±12.0171 ACRES
PB 161, PG 58
DB 6186, PG 1526
PARCEL #0212263
ZONED: GI PDM (03-23)

NSPG-PIEDMONT TRIAD PARTNERS II, LLC
4010 PREMIER DRIVE
LOT 3-B
PIEDMONT CENTRE
SECTION X - PHASE 2
PB 112, PG 102
DB 6823, PG 2671
PARCEL #0209103
ZONED: GI LI (93-10)
VACANT

FASTENAL COMPANY
4110 PREMIER DRIVE
LOT 1A
PIEDMONT CENTRE
SECTION X
PB 112, PG 61
DB 6008, PG 918
PARCEL #0209464
ZONED: GI LI (93-10)

LEONARD S. SAMET AND WIFE, ELLEN B. SAMET
4350 PREMIER DRIVE
LOT 2D
PIEDMONT CENTRE
SECTION X
PB 135, PG 124
DB 5574, PG 591
PARCEL #0209702
ZONED: GI LI (93-10)
VACANT

DFC PREMIER DRIVE, LLC
4460 PREMIER DRIVE
LOT 2C
PIEDMONT CENTRE
SECTION X
±9.105 ACRES
PB 135, PG 124
DB 7070, PG 2018
PARCEL #0209693
ZONED: GI PDM (03-23)
VACANT

WOMEN'S HEALTH CENTERS USA, LLC
4510 PREMIER DRIVE
LOT 2
PIEDMONT TRIAD CENTER
PB 161, PG 84
DB 5000, PG 1521
PARCEL #0206205
ZONED: GI LI (94-35)

S. LOMELL EASTER
4550 PREMIER DRIVE
LOT 2A
PIEDMONT CENTRE
SECTION XI
PB 132, PG 34
DB 6859, PG 1762
PARCEL #0206203
ZONED: GI LI (01-14)
VACANT

TRACT "A"
SHOPPING CENTER (SC)

TOTAL AREA ..... ±21.770 Ac.
MAXIMUM INDIVIDUAL RETAIL BLDG ..... 40,000 SF
(EXCLUDING THEATERS)
MAXIMUM GROSS BUILDING AREA ..... 200,000 SF
OPEN SPACE REQUIRED: ..... ±2.17 Ac.
OPEN SPACE PROVIDED: ..... ±2.15 Ac. (as of 9-20-10)

TRACT "B"
PALLADIUM PARK APARTMENTS
GENERAL OFFICE HIGH INTENSITY (GO-H)

TOTAL AREA ..... ±12.017 Ac.
MAXIMUM RESIDENTIAL UNITS 216
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... ±5.41 Ac.
OPEN SPACE PROVIDED: ..... ±6.76 Ac.

TRACT "C"
(SC / GO-H)

TOTAL AREA ..... ±5.409 Ac.
MAXIMUM RESIDENTIAL UNITS 139
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "D"
(SC / GO-H)

TOTAL AREA ..... ±7.886 Ac.
MAXIMUM RESIDENTIAL UNITS 202
MAXIMUM BUILDING HEIGHT ..... FOUR (4) STORIES
MINIMUM BUILDING SEPARATION ..... 15 FEET
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "E"
GENERAL BUSINESS (SC)

TOTAL AREA ..... ±13.778 Ac.

TRACT "F"
(SC / GO-H / LI)

TOTAL AREA ..... ±9.105 Ac.
OPEN SPACE REQUIRED: ..... 2.5 AC/100 DWELLING UNITS
OPEN SPACE REQUIRED: ..... 10% OF GROSS LAND AREA
DEVOTED TO NON-RESIDENTIAL USES

TRACT "A"
±21.770 Ac.
SC

TRACT "B"
±12.017 Ac.
GO-H

TRACT "C"
±5.409 Ac.
SC
GO-H

TRACT "D"
±7.886 Ac.
SC
GO-H

TRACT "E"
±13.778 Ac.
SC

TRACT "F"
±9.105 Ac.
SC
GO-H
LI

NEW LOT 14-8
±5.409 ACRES

NEW LOT 14-7
±7.886 ACRES

NEW LOT 14-6
±9.836 ACRES

NEW LOT 14-3
±1.374 ACRES

NEW LOT 14-4
±1.206 ACRES

NEW LOT 14-5
±1.351 ACRES

PLAT NORTH
PB 156, PG 122
DATED 10/16/2004

VICINITY MAP
Not to Scale

TYPE "A" SIGN

TYPE "A" SIGN
20'x40' SIGN EASE.

BRICK MONUMENT SIGN

ACCESS POINT

50' BUILDING SETBACK

20' STREET PLANTING YARD

8' STREET PLANTING YARD

PRIVATE DRIVE

OLD PROPERTY LINE

(FUTURE TURN LANE)

50' PIEDMONT NATURAL GAS EASEMENT

25' RAILROAD RIGHT OF WAY
PB 156, PG 122

OUTFALL EASEMENT

150' STORMWATER FACILITY EASEMENT
DB 4532 @ PG 340

50' PROTECTED DRAINAGE AREA

TO PREMIER DRIVE

STREAM BUFFER SECTION DETAIL :
(SEE STREAM BUFFER DETAILS IN THE ILLUSTRATIONS AND DETAILS APPENDIX)

ZONE 1 - UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET FROM TOP OF STREAM BANK (SEC. 9-7-6(D)).
ZONE 2 - UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC. 9-7-6(D)(3)B.
VEGETATIVE BUFFER - VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE RIPARIAN STREAM BUFFER (ZONE 1 AND 2). NO BUILT UPON AREA EXCEPT AS PROVIDED IN SEC. 9-7-6(D)(3)C.

TOP OF BANK
℄ OF STREAM

ZONE 2
UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC 9-7-6(d)(3)b.

ZONE 1
AN UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET FROM THE TOP OF BANK OR MEAN HIGH WATER LEVEL OF OTHER WATER BODIES.

VEGETATIVE BUFFER
50' MEASURED FROM THE LIMITS OF ZONE 2 WHICH SHALL HAVE NO IMPERVIOUS SURFACE AREA

PERENNIAL STREAM
HIGH DENSITY DEVELOPMENT
Not to Scale

GRAPHIC SCALE
100 50 0 100 200
1 INCH =100 FEET

THIS MAP IS NOT A SURVEY

OWNER/ DEVELOPER:
WEST WENDOVER LAND DEVELOPMENT, LLC
DFC PREMIER DRIVE, LLC
5826 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27265
CONTACT: CHRISTOPHER T. DUNBAR, MANAGER
PHONE: (336) 889-1500
FAX: (336) 889-1501

ENGINEER:
CPT ENGINEERING & SURVEYING, INC.
4400 TYNING STREET
HIGH POINT, NC 27265
CONTACT: STEVEN T. WEBB, P.E.
PHONE: (336) 812-8800 ext. 310
FAX: (336) 812-8780

REVISIONS
-

CPT ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

PRELIMINARY

PUD MASTER PLAN
THE SHOPPES AT DEEP RIVER
TRACTS A - F
HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

SCALE: 1" = 100'
DATE: 9/20/2012
PROJECT: 190-02
DRAWN BY: TGL,STW
SHEET

Nov 06, 2012 P:\Projects\190-02\Work\PDW\190-02-WILLARD-MASTER PLAN.dwg Tab: Name: PUD BASE LE PLAN

Transportation

November 1, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-14, West Wendover Land Development, LLC. and Premier Drive, LLC. Property located along the west side of Wendover Avenue between Samet Drive and Premier Drive.

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

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately eight hundred and fifty six (856) trips in the AM peak hour, one thousand five hundred and ninety six (1596) trips in the PM peak hour and a total of 18,909 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Wendover Avenue and Premier Drive.

Access

- In addition to the access points described in rezoning case 03-23, one (1) additional point of access shall be allowed to Wendover Avenue and this access point shall align with existing Gisbourne Drive.

Improvements

- Provide a westbound right turn lane on Wendover Avenue at the access point opposite Gisbourne Drive.
- Provide a southbound right turn lane at the access point on Premier Drive.
- The developer shall be responsible for a new traffic signal at the intersection of Wendover Avenue and Gisbourne Drive when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System.
- An additional eastbound left turn lane and the traffic signal at the intersection of Gisbourne Drive and Wendover Avenue must be constructed prior to the issuance of Certificate of Occupancy for any building or addition that exceeds 65,000 sq. ft on tracts D & E or at the request of City of High Point, whichever occurs first.

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

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

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

PUD Statement of Intent

Applicant desires to amend existing PUD zoning to expand allowable uses on eastern half of the development. The eastern half of the PUD is currently limited to office and multifamily uses as permitted in the GO-H District. The applicant is proposing to add commercial/retail and light industrial uses as additional development options for this area.

CONDITIONAL ZONING CASE 12-14
Planned Unit Development-Mixed (PDM) District
November 14, 2012

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

Part I. USES:

A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Sketch Plan and the specific conditions listed in this Permit.

1. Tract A: Any of the land uses allowed in the Shopping Center District (SC) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.

2. Tract B: Any of the land uses allowed in the General Office High Intensity District (GO-H) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

3. Tract C:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and

dimensional requirements of the SC District and the specific conditions listed herein**;** **or**

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

4. Tract D:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein**;** **or**
   b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

5. Tract E: Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.

6. Tract F:
   a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein**;** **or**
   b. Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District; **or**
   c. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

II. CONDITIONS:

A. Prohibited Uses: Within 250 feet of the W. Wendover Avenue right-of-way or upon any lot abutting W. Wendover Avenue right-of-ways, the following land uses shall be prohibited:

Recreational Uses:

1. Bingo Games
2. Golf Courses, miniature

3. Skating Rinks

Educational & Institutional Uses:
1. Auditoriums, Coliseums, or Stadiums

Business, Professional & Personal Service Uses:
1. Laundromats, Coin-Operated
2. Television, Radio or Electronic Repairs (principal use)

Retail Trade Uses:
1. Building Supply Sales (with storage yard)
2. Services Stations, Gasoline

Other Uses:
1. Storage Trailers (accessory uses)
2. Demolition Debris Landfills, Minor

B. Prohibited Uses within in individual tracts:

1. The following GO-H District uses shall be prohibited in Tracts C, D and F
   a. Boarding and Rooming Houses (9 or less)
   b. Boarding and Rooming Houses (10 or more)
   c. Group Care Facilities
   d. Private Dormitories
   e. Shelters for the Homeless
   f. Shelters, Temporary
   g. Single Family Detached Dwellings

2. The following LI District uses shall be prohibited in Tract F
   a. All Residential Uses

   b. Recreational Uses
      1). Amusement or Water Parks, Fairgrounds
      2). Bating cages
      3). Go-cart Raceways
      4). Golf Course, Miniature
      5). Golf Course
      6). Golf Driving Ranges

   c. Business, Professional, and Personal Services Uses:
      1). Automobile Rental or Leasing
      2). Automobile Repair Services, Major
      3). Automobile Repair Services, Minor
      4). Automobile Towing and Storage Services
      5). Boat Repairs
      6). Car Washes
      7). Equipment Rental & leasing (with outside storage)
      8). Equipment Repair, Light
      9). Hotels or Motels

10). Kennels or Pet Grooming Services
11). Laundry and Dry Cleaning substations
12). Truck Driving Schools
13). Truck & Utility Trailer Rental & Leasing, light
14). Truck & Utility Trailer Rental & Leasing, heavy

d. Retail Trade Uses:
1). Boat Sales
2). Building Supply Sales (with storage yard)
3). Bulky Item Outdoor Sales
4). Convenience Stores (with gasoline pumps)
5). Convenience Stores (without gasoline pumps)
6). Fuel Oil Sales
7). Manufactured Home Sales
8). Motor Vehicle Sales (new and used)
9). Motorcycle Sales
10). Recreational Vehicle Sales
11). Service Station, Gasoline
12). Tire Sales
13). Truck Stops

e. Wholesale Trade Uses
1). Farm supplies (other) (Ref. SIC 5191)
2). Forest products (Ref. SIC 5099)
3). Lumber and millwork (Ref. SIC 5031)
4). Lumber and other construction materials (Ref. SIC 5030)
5). Motor vehicles (Ref. SIC 5012)

f. Transportation, Warehousing & Utilities:
1). Demolitions Debris Landfills, Minor
2). Heliports
3). Moving and storage services
4). Recycling processing centers
5). Taxi terminals)
6). Transportation, Warehousing & Utilities
7). Trucking or freight terminals
8). Utility equipment and storage yards

g. Manufacturing and Industrial Uses
1). Fats and oils plant
2). Manufacturing of manufactured housing and wood buildings
3). Motorcycle assembly

h. Other Uses
1). Storage Trailers (accessory)
2). Storage trailers as a principal use

C. Development & Dimensional Standards:

1. Tract A & E
   a. Drive-through/service windows and menu boards shall not be permitted between the principal building and the street right-of-way along the West Wendover and Samet Drive street frontage.
   b. Any use with gasoline pumps shall be designed so that the canopy and the gasoline pumps are no closer to the W. Wendover Avenue street right-of-way than the front façade of the principal building.
   c. Automobile bays shall not face West Wendover Avenue. Furthermore, air hoses, vacuum pedestals and other outdoor automobile service equipment shall not be located between the principle building and the West Wendover Avenue right-of-way.

2. Tract B
   a. In addition to the development and dimensional requirements of the GO-H District, Section 9-4-11(b)4b.1&2 of the Development Ordinance, is not required for Tract B, and instead the minimum distance between multifamily residential buildings shall be fifteen (15) feet.

3. Tracts C and D and F
   a. If developed as multifamily residential, then the dimensional requirements for multifamily residential under the GO-H District shall apply, with exception to Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet.
   b. If developed as SC District uses, then the minimum 20,000 square foot lot size requirement shall not apply.

D. Architectural Design:

1. Tracts A and E shall be subject to the–architectural requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(e), (Architecture), of the Development Ordinance.
2. The exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
3. Metal and vertical sided buildings shall be prohibited on the rezoning site.

E. Landscaping, Buffering & Screening:

1. Tract A and Tract E shall be subject to the landscaping requirements of the Eastchester Scenic Overlay District, section 9-4-4(c)(4)(c), (Landscaping) and Table 4-4-1 (Penny Road north to Gallimore Dairy Road), of the

Development Ordinance for W. Wendover Avenue, except that the minimum street yard width along W. Wendover Avenue shall be twenty (20) feet.

2. A minimum eight (8) foot wide street yard planted at a type C planting yard rate shall be established along the Samet Drive street frontage.
3. A minimum five (5) foot wide Type D planting yard shall be provided adjacent to Guilford County Tax Parcels 0209694 *(4110 Premier Drive)* and 0209702 *(4350 Premier Drive).*
4. Parking lot landscaping shall be provided within and adjacent to parking areas designed to shade and improve the attractiveness of large areas of pavement. Parking lot canopy trees required at a rate of one (1) canopy tree per twelve (12) parking spaces.
5. Dumpsters shall be screened as required by Section 9-5-1(d)(2) of the Development Ordinance.
6. At the tract boundary line between residential and non-residential uses a minimum Type D planting yard shall be installed.

F. Transportation**:**

1. Right-of-way: Where turn lanes are required along Wendover Avenue, an additional 12 feet of right-of-way shall be dedicated from the new back of curb or the new edge of pavement of the turn lane, if required by the High Point Transportation Department or the North Carolina Department of Transportation (NCDOT).

2. Vehicular Access: The property shall have access to public streets as follows:
   a. W. Wendover Avenue: Two (2) points of access shall be allowed to W. Wendover Avenue. One (1) shall be a right-in/right-out access located approximately 600 feet east of Samet Drive that allows left turns in from W. Wendover via left-over, and one (1) shall be a full access that aligns with existing Gisbourne Drive.
   b. Samet Drive: Three (3) points of access shall be allowed to Samet Drive. One (1) shall align with Brian Jordan Place; one (1) shall align with the driveway to the Food Lion; and one (1) shall align with John Gordon lane.
   c. Premier Drive: One (1) point of access shall be allowed to Premier Drive. Unless vehicular access from the rezoning site to Premier Drive is provided via a public street, the development's traffic circulation system shall be designed to discourage through traffic movements from Samet Drive and W. Wendover Avenue to Premier Drive.

3. Road Improvements:
   a. A traffic control device shall be installed on Samet Drive at the main access to the theater when warranted.

b. Dual left turn lanes shall be provided on eastbound W. Wendover Avenue into Samet Drive and from southbound Samet Drive onto W. Wendover Avenue.
c. An additional lane will be required on Samet Drive to accept traffic from the eastbound dual left turn lane from W. Wendover Avenue. This lane shall not end before the entrance to the theater.
d. A left-over from W. Wendover Avenue into the proposed driveway between Samet Drive and Gisbourne Drive must be approved by the NCDOT. If allowed this left-over will require the installation of a left turn lane along W. Wendover Avenue. Also, a right turn lane shall be required at the access point on W. Wendover Avenue into the site.
e. The developer shall provide a southbound right turn lane at the access point on Premier Drive.
f. The developer shall provide a westbound right turn lane on Wendover Avenue at the access point opposite Gisboume Drive.
g. The developer shall be responsible for a new traffic signal at the intersection of Wendover Avenue and Gisbourne Drive when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System.
h. An additional eastbound left turn lane and the traffic signal at the intersection of Gisbourne Drive and Wendover Avenue must be constructed prior to the issuance of Certificate of Occupancy for any building(s) or addition(s) that individually or collectively exceeds a 65,000 sq. ft on tracts D & E or at the request of City of High Point, whichever occurs first.

4. Pedestrian Access:
   a. The developer shall install a sidewalk on the east side of Samet Drive along the property frontage.
   b. A pedestrian access system shall be provided so as to provide safe and convenient pedestrian access to recreational areas for all dwelling units.
   c. A pedestrian access plan for the entire rezoning site shall be submitted for review and approval by the City of High Point Technical Review Committee. This plan shall be submitted as a part of the Preliminary Plat approval process.
   d. Once 50% of a tract's land area is developed or 50% of the tract's dwelling units are constructed, which ever occurs first, the required pedestrian access shall be required to be installed.
   e. In the event pedestrian trails (not including sidewalks in ROW) are used, they shall consist of all weather surface material. Trails and walkways shall be no less than five (5) feet in width. The location of all trails shall be indicated on plans submitted for approval.

5. The City of High Point Director of Transportation and the NCDOT shall approve all construction and improvements.

G. Parking: Parking shall be subject to the requirements of the Development Ordinance.

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

I. Signs:
1. Tract A and that portion of Tract E, lying between West Wendover Avenue and the Private Drive (as depicted on PUD Master Plan) shall be subject to the signage requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(d), (Signage), of the Development Ordinance.
2. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance.
3. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval. This plan may include the allowance of two Development Identification Signs, as allowed by the SC District in Table 5-16-2, one at the intersection of W. Wendover Avenue and Samet Drive and one at the W. Wendover Avenue entrance lying opposite Gisbourne Drive.
4. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.

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

DESCRIPTION OF PROPERTY:
Approximately 70 acres lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive. The site is also known as Guilford County Tax Parcels 0209695, 0212263, 0212284, 0218575 and 0212274 thru 0212280.

Citizens Information Meeting Report
Zoning Case 12-14

Submitted by: Jim Grdich on behalf of
Blue Ridge Companies.

BLUE RIDGE
COMPANIES

October 19, 2012

City of High Point Zoning Map Amendment Case 12-14

Applicant: West Wendover Land Development, LLC and DFC Premier Drive, LLC

Case description: CZ-PDM for +/- 70 acres located at the north east corner of West Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.

Report of: Citizen Information Meeting held on October 18, 2012 at 5:30 PM

A Citizen information Meeting was held at the Blue Ridge Companies (BRC) corporate office located at 5826 Samet Drive, Suite 105, High Point, NC on Thursday, October 18, 2012. The BRC office is on site of the land area included in this Zoning Map Amendment application. Four neighbors attended this meeting. A Sign-In Sheet listing the names of those in attendance is attached and labeled Attachment (1). Also in attendance were David Couch, one of the property owners and CEO of BRC, Jim Grdich, Director of Development for BRC, and Anne Shoemaker also with BRC.

A notification letter was mailed October 9, 2012 to the neighbors within a 300' radius of the proposed development. A notification letter was mailed on the same day to all current Palladium at Deep River property owners. The names and addresses for each of these mailings were provided by the City of High Point Planning and Development Department. Each notification letter included a copy of the required statement letter entitled "City of High Point Conditional Zoning District Citizen Information Meeting" provide by the planning and Development Department. A copy of the letters, the enclosures, and the respective mailing list are attached and labeled as Attachment (2) and Attachment (3).

Each person in attendance at the meeting was given a written description of Zoning Case 12-14 along with a copy of the City of High Point statement letter. A copy of this meeting handout is included and labeled Attachment (4). Each attendee was also provided a copy of the proposed CZ-PDM Master Plan. A copy of this plan is included and labeled Attachment (5).

The meeting opened with a statement of the purpose of the meeting by David Couch. In addition, David Couch provided a brief overview of the Blue Ridge Companies and the existing Palladium at Deep River development. A 24" X 36" mounted copy of the existing Unified Development Plan of Shoppes at Deep River (CU-PDM 03-23) and the Preliminary PUD Master Plan for the Shoppes at Deep River (CZ-PDM 12-14), each prepared by CPT Engineering and Surveying, Inc. were presented and displayed. There was a discussion of the similarities, and differences between the two plans. It was mentioned that the purposed uses are consistent with the City of High Point Future Land Use Map which shows this area as Mixed-Use.

Discussion points covered during the meeting included:

1. The Preliminary PUD Master Plan as presented is in the form of a "Bubble Plan" and includes Tracts A-F. The proposed uses for the Tracts are labeled on the plan. Tracts A and B will remain as-is. At this time, the proposed uses are a "best guess" for what may occur on each Tract and subject to change within the guidelines of the CZ Development Ordinance.

2. It is the intent of the Developer to provide outparcels along the property's West Wendover road frontage.

3. The architectural design standards for the proposed development will be complementary with the existing Palladium at Deep River. Any new development will be subject to Architectural Review by the owner prior to submittal to the City of High Point. This is consistent with the current development criteria.

4. Development of the outparcels located along West Wendover will consider the Eastchester overlay requirements and include the following conditions to maintain continuity with the existing Palladium at Deep River:

a. A 50' Building setback along West Wendover Ave.
b. A 20' Landscape Buffer Yard along West Wendover Ave.

5. The number and location of vehicular access points have been limited. Right-of-way dedication as required to accompany and improvements for this development as recommended by the Traffic Impact Analysis (TIA) would be provided.

6. Dumpster screening shall be consistent with existing development.

There were a few comments/questions from the attendees. Maria Couch asked what uses are allowed in a LI District. She was provided a copy of the Light Industrial Fact Sheet from the City Zoning Ordinance for her review. Mr. Lenny Samet wanted more detail on the storm water treatment facility and its drainage area and asked who owns the property along both sides of this facility. David Couch provided answers to his questions. Mr. Samet, also asked about Tract E. David Couch explained that this bubble plan contemplated a retail use. The group was asked for their input as to what uses they would like to see in the area. Their response included a gas/convenience store and an upscale grocery store.

It was brought to the attention of those in attendance that Zoning Map Amendment, Case 12-14, is scheduled to be heard at the November 13, 2012 Planning & Zoning Commission meeting at City Hall.

David Couch thanked everyone for attending this meeting and providing their input. The meeting was adjourned.

Respectfully submitted,

Jim Grdich
Director of Development
Blue Ridge Companies

ATTACHMENT (1)

Citizens Information Meeting
Re: Zoning Case 12-14, Palladium at Deep River
Date: October 18, 2012
Time: 5:30pm
Location: Blue Ridge Companies office, 5826 Samet Drive, Ste 105, High Point, NC 27265

Attendees

Name:	Address:	Company:	Telephone:	E-mail:
Leonard S. Samet	16 Lochside Ct., 690		336-708-1007	BadiN@A
Mark + Carolyn Austin	5223 W Wendover Ave A.C.		336-883-7264	CAPTAERO@bellsou
Maria Couch	5225 W. Wendover Ave		336-688-6237	

ATTACHMENT (2)

BLUE RIDGE
COMPANIES

October 9, 2012

Dear Neighbor:

Blue Ridge Companies invites you to a citizen information meeting on Thursday evening, October 18, 2012, to discuss our request for a zoning change for the Palladium at Deep River shopping center and the adjacent property. This meeting will be held at our corporate office located at 5826 Samet Drive, Suite 105 starting at 5:30 PM, and should last no more than one hour.

Blue Ridge Companies has filed a Zoning Map Amendment Application to change the properties current CU-PDM zoning to CZ-PDM. The purpose of this request for a zoning change is to allow for continued development of the Palladium at Deep River to include a mix of retail, business, professional and personal services, self-storage, and multi-family uses. A preliminary bubble plan has been prepared for study and illustrative purposes and will be presented to you at the meeting.

At this meeting, you will be able to meet with us, learn more about our future plans and ask any questions you may have. We hope to demonstrate to you Blue Ridge's continuing commitment to High Point and our responsible development practices.

Enclosed is a required statement provided by the City of High Point Planning & Development Department outlining the purpose of the citizen information meeting and the zoning process.

Please plan to attend this informal neighborhood meeting. We welcome your comments and look forward to meeting you. If you would like to contact me to discuss this change, please call me at 336-889-1512 or email me at jgrdich@blueridgecompanies.com.

Sincerely,

Jim Grdich
Director of Development
Blue Ridge Companies

A.N.A.LLC
110 WESTOVER DRIVE
HIGH POINT NC 27262

ALL MANAGEMENT LLC
3324 QUAKER RUN DR
GREENSBORO NC 27410

AMJJ LLC
175 NORTHPOINT AVE STE 113A
HIGH POINT NC 27262

ARCHLAND PROPERTY I LLC
PO BOX 5147
HIGH POINT NC 27262

AUSTIN, MARK J ; AUSTIN, CAROLYN P
5223 W WENDOVER AVE
HIGH POINT NC 27265

BEST LOCATIONS LLC
170 WIND CHIME CT
RALEIGH NC 27615

BRC DEEP RIVER LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

CALIN, MINERVA ; CALIN, AUREL CALIN
3920 GISBOURNE DR
JAMESTOWN NC 27282

COLEMAN, ANTHONY LEE ; COLEMAN, ROSHELLE JOHNSON-COLEMAN
3916 GISBOURNE DR
JAMESTOWN NC 27282

DWORKIN, MERI
4019 MAID MARION CT
JAMESTOWN NC 27282

EAGLE HILL OWNERS ASSOCIATION INC
200 CENTREPORT DR SUITE 350
GREENSBORO NC 27409

EASTER, S LOWELL
4035 PREMIER DR SUITE 203
HIGH POINT NC 27265

FASTENAL CO
2001 THEURER BLVD
WINONA MN 55987

GUEVARA, ELADIO ; GUEVARA, ELBA
4005 MAID MARION CT
JAMESTOWN NC 27282

HAGGERTY, RICHARD C JR
5231 W WENDOVER AVE
HIGH POINT NC 27265

HARRISON, JEFFREY BRIAN ; NEWCON MALL INC
16909 JETTON RD
CORNELIUS NC 28031

HEDIMA, BENSON ; HEDIMA, RUTH
4013 MAID MARION CT
JAMESTOWN NC 27282

K-5 ASSOCIATES LLC
PO BOX 30669
RALEIGH NC 27622

LAMB, HAL W III
525 PHARR RD
ATLANTA GA 30305

LEACH, VERTHA L
4017 MAID MARION CT
JAMESTOWN NC 27282

LIBERTY PROPERTY LIMITED PARTNERSHIP
500 CHESTERFIELD PW
MALVERN PA 19355

LUTZWEILER, NICHOLAS JAMES THOMA
3922 GISBOURNE DR
JAMESTOWN NC 27262

MAKA LLC
8547 E ARAPAHOE RD SUITE J103
GREENWOOD VILLAGE CO 80112

MONTOYA COUCH, MARIA T
5225 W WENDOVER AVE
HIGH POINT NC 27265

MOORE, MONA L
4011 MAID MARIAN CT
JAMESTOWN NC 27282

MURPHREE, MICHAEL ; MURPHREE, KELLY
3918 GISBOURNE DR
JAMESTOWN NC 27282

NOTTINGHAM HOME OWNERS ASSN
2306 W MEADOWVIEW RD SUITE 111
GREENSBORO NC 27407

NOTTINGHAM HOMEOWNERS ASSOCIATION INC SUITE 111
2306 W MEADOWVIEW RD
GREENSBORO NC 27407

NOTTINGHAM HOMEOWNERS ASSOCIATION INC SUITE 111
2306 W MEADOWVIEW RD
GREENSBORO NC 27407

NSPC - PIEDMONT TRIAD PARTNERS I LLC
P O BOX 1974
LEXINTON NC 27293

NSPC - PIEDMONT TRIAD PARTNERS II LLC
P O BOX 1974
LEXINTON NC 27293

PALLADIUM COMMONS LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

PREMIER MEDICAL PROPERTIES LLC
PO BOX HP-5
HIGH POINT NC 27261

SAMET SHOPPES LLC SUITE A
17631 W BERNARDO
SAN DIEGO CA 92127

SAMET, LEONARD S ; SAMET, ELLEN B
16 LOCHSIDE CT
GREENSBORO NC 27410

WEST WENDOVER ASSOCIATES LLC
PO BOX 49579
GREENSBORO NC 27419

WEST WENDOVER ASSOCIATES LLC
PO BOX 49579
GREENSBORO NC 27419

WILSON, JUDY L
4015 MAID MARION CT
JAMESTOWN NC 27282

WOMEN'S HEALTH CENTERS USA LLC LOC-4510 PREMIER DR
P O BOX 1994
JAMESTOWN NC 27282

WOMEN'S HEALTH CENTERS USA LLC LOC-4510 PREMIER DR
P O BOX 1994
JAMESTOWN NC 27282

ATTACHMENT (3)

BLUE RIDGE
COMPANIES

October 9, 2012

RE: Palladium at Deep River, High Point, NC

Dear Property Owner:

Blue Ridge Companies invites you to a citizen information meeting on Thursday evening, October 18, 2012, to discuss our request for a zoning change for the Palladium at Deep River shopping center and the adjacent +/- 29 acres to the east along Wendover Ave. This meeting will be held at our corporate office located at 5826 Samet Drive, Suite 105 starting at 5:30 PM, and should last no more than one hour.

Blue Ridge Companies has filed a Zoning Map Amendment Application to change the properties' current CU-PDM zoning to CZ-PDM. The purpose of this request for a zoning change is to allow for continued development of the Palladium at Deep River to include a mix of retail, business, professional and personal services, self-storage, and multi-family uses. A preliminary bubble plan has been prepared for study and illustrative purposes and is enclosed for your information and review.

This proposed change to the existing Palladium at Deep River is a zoning administrative change only; your property will remain SC- commercially zoned with the same uses permitted. This zoning application will allow the Palladium at Deep River to continue to have a unified zoning. The purpose of the CZ designation is to allow future minor zoning modifications to be addressed as an administrative amendment.

At this meeting, you will be able to meet with us, learn more about our future plans and ask any questions you may have. We intend to demonstrate to you Blue Ridge's continuing commitment to High Point and our responsible development practices.

Enclosed is a required statement provided by the City of High Point Planning & Development Department outlining the purpose of the citizen information meeting and the zoning process.

Please plan to attend this informal neighborhood meeting. We welcome your comments and look forward to meeting you. If you would like to contact me to discuss this change please call me at 336-889-1512 or email me at jgrdich@blueridgecompanies.com.

Sincerely,

Jim Grdich
Director of Development
Blue Ridge Companies

BRC DEEP RIVER LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

BRC DEEP RIVER LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

BRC MAJESTIC APARTMENTS LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

CAROLINA BANK
PO BOX 10209
GREENSBORO NC 27404

DFC PREMIER DRIVE LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

GMRI INC
PO BOX 695011
ORLANDO FL 32869

HAMBONE DOG PROPERTIES LLC
PO BOX 118
SANFORD NC 27331

OHERRING PROPERTIES INC
607 COLONIAL DRIVE
HIGH POINT NC 27262

PALLADIUM RETAIL LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

WEST WENDOVER LAND DEVELOPMENT LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

WEST WENDOVER LAND DEVELOPMENT LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

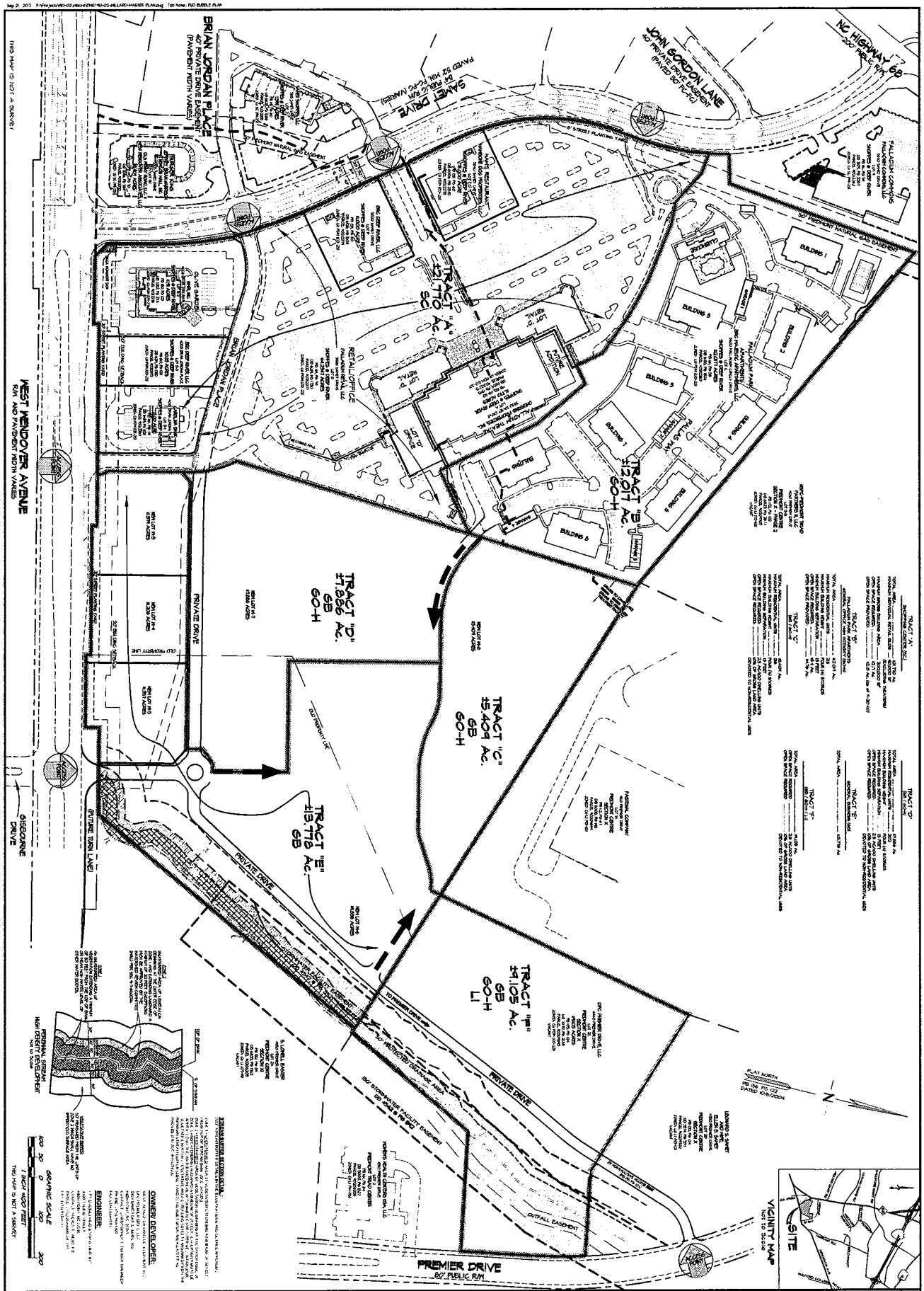
ATTACHMENT (4)

October 18, 2012

WEST WENDOVER LAND DEVELOPMENT, LLC and DFC PREMIER DRIVE, LLC

City of High Point Zoning Case 12-14:
A request by West Wendover Land Development, LLC and DFC Premier Drive, LLC to rezone approximately 70 acres from the Conditional Use Planned Unit Development-Mixed (CU-PDM) District to a Conditional Zoning Planned Unit Development-Mixed (CZ-PDM) District. This site is lying at the northeast corner of W. Wendover Ave. and Samet Drive, between Samet Drive and Premier Drive.

ATTACHMENT (5)


BRIAN JORDAN PLACE
40' PRIVATE DRIVE EASEMENT
(PAVEMENT WIDTH VARIES)
SAMET DRIVE
(64' R/W PUBLIC ST)
(PAVED 52' WIDE VARIES)
JOHN GORDON LANE
40' PRIVATE DRIVE EASEMENT
(PAVED 30' WIDE)
NC HIGHWAY 68
(300' PUBLIC R/W)
WEST MENDENHALL STREET
(PUBLIC R/W VARIES)
WEST MENDENHALL AVENUE
R/W AND PAVEMENT WIDTH VARIES
MISSOURI DRIVE
PRIVATE DRIVE
PREMIER DRIVE
80' PUBLIC R/W
TRACT "A" ±2.770 Ac. SC
TRACT "B" ±12.017 Ac. SC-H
TRACT "C" ±5.409 Ac. SB SC-H
TRACT "D" ±7.886 Ac. SB SC-H
TRACT "E" ±3.778 Ac. SB
TRACT "F" ±9.105 Ac. SB SC-H L1
RETAIL/OFFICE
FUTURE TURN LANE
FUTURE TURN LANE
OUT-PARCEL LOT
OUT-PARCEL LOT
OUT-PARCEL LOT

Angela G. McGill
Chief Executive Office

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

November 5, 2012

Mayor Rebecca R. Smothers
1843 Country Club Drive
High Point, NC 27262

Ref: The Housing Authority of the City of High Point – Commissioner Reappointment

Dear Honorable Smothers:

I am requesting a reappointment of the current Housing Authority of the City of High Point's (HPHA) Commissioners Bob Davis. Mr. Davis current commission appointment will expire on December 22, 2012.

The request is based on his experience, training and knowledge of the current critical and vital mission being undertaken by the HPHA. There has been a tremendous amount of training provided to the current Commissioners in an effort to effectively and efficiently meet the needs of the HPHA and the community at large.

Thank you in advance for considering my request to maintain Bob Davis on the HPHA Board of Commissioners.

Respectfully,

Angela G. McGill

Angela McGill
Chief Executive Officer

"Be kinder than necessary, for everyone you meet is fighting some kind of battle."

Copy: Strib Boynton
City Manager

Publish four (4) consecutive weeks: **November 23 & 30, December 7, & 14, 2012**

RESOLUTION OF INTENT TO CONSIDER STREET ABANDONMENTS (Case # SA12-11)

WHEREAS, the City Council is requesting to abandon the following right-of-way: An unimproved portion of the western terminus of Brookdale Avenue;

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above-described and sets Monday, December 17, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment case.

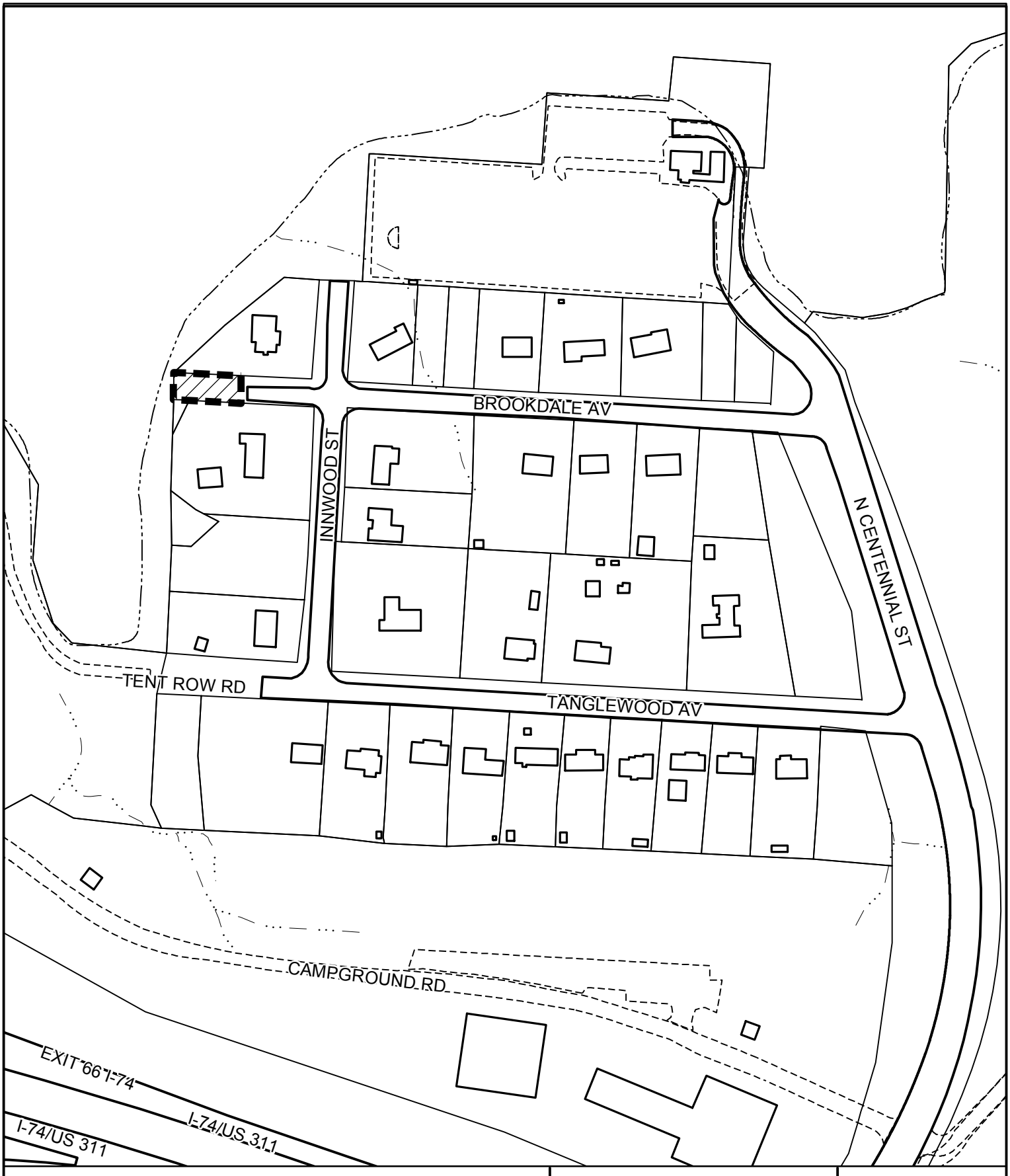
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 19th day of November, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point Technical Review Committee



STREET ABANDONMENT REQUEST SA12-11

Applicant: City of High Point
Area: 0.112 acre

Location of street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: October 9, 2012

N

Scale: 1"=200'

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

2013033133
GUILFORD CO, NC FEE $26.00
PRESENTED & RECORDED:
05-20-2013 02:47:20 PM
JEFF L. THIGPEN
REGISTER OF DEEDS
BY: MEREDITH A APPLE
DEPUTY-HP

BK: R 7484
PG: 1410-1417

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 6961/12-77

8M

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, 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 **19th day** of **November, 2012**; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1 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-58.1 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **May 19, 2013**.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
152.4 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHEAST TERMINUS OF JOE ROAD, SAID POINT ALSO BEING IN A WESTERN LINE OF JAMES S. HEDGECOCK AS RECORDED IN DEED BOOK 5613 PAGE 38, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR SAID JOE ROAD N 85 DEG. 28 MIN. 19 SEC. W

DISTANCE BEING 60.00 FEET TO A POINT, THENCE WITH THE WESTERN RIGHT OF WAY FOR SAID JOE ROAD S 04 DEG. 31 MIN. 41 SEC. W DISTANCE BEING 2052.93 FEET TO A POINT, THENCE WITH A SOUTHERN LINE OF 350 SOUTH LAND HOLDING, LLC N 84 DEG. 34 MIN. 44 SEC. W DISTANCE BEING 743.70 FEET TO A POINT, THENCE N 02 DEG. 35 MIN. 15 SEC. E DISTANCE BEING 1244.63 FEET TO A POINT, THENCE N 42 DEG. 21 MIN. 55 SEC. W DISTANCE BEING 1231.09 FEET TO A POINT, THENCE N 01 DEG. 23 MIN. 24 SEC. E DISTANCE BEING 132.15 FEET TO A POINT, THENCE N 88 DEG. 52 MIN. 05 SEC. W DISTANCE BEING 331.90 FEET TO A POINT, THENCE N 00 DEG. 56 MIN. 55 SEC. E DISTANCE BEING 429.80 FEET TO A POINT, THENCE S 87 DEG. 14 MIN. 55 SEC. W DISTANCE BEING 516.72 FEET TO A POINT ON THE EASTERN RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE EASTERN RIGHT OF WAY FOR ADKINS ROAD N 01 DEG. 23 MIN. 21 SEC. W DISTANCE BEING 102.24 FEET TO A POINT, N 02 DEG. 25 MIN. 26 SEC. E DISTANCE BEING 159.91 FEET TO A POINT, THENCE S 87 DEG. 32 MIN. 59 SEC. E DISTANCE BEING 190.00 FEET TO A POINT, THENCE N 03 DEG. 11 MIN. 55 SEC. E DISTANCE BEING 559.00 FEET TO A POINT, THENCE N 85 DEG. 05 MIN. 05 SEC. W DISTANCE BEING 197.50 FEET TO A POINT, THENCE N 02 DEG. 01 MIN. 36 SEC. E DISTANCE BEING 428.30 FEET TO A POINT, THENCE N 14 DEG. 36 MIN. 28 SEC. E DISTANCE BEING 141.99 FEET TO A POINT, THENCE N 25 DEG. 09 MIN. 55 SEC. E DISTANCE BEING 125.71 FEET TO A POINT, THENCE S 82 DEG. 41 MIN. 09 SEC. E DISTANCE BEING 296.14 FEET TO A POINT, THENCE S 00 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 1226.90 FEET TO A POINT, THENCE S 89 DEG. 39 MIN. 05 SEC. E DISTANCE BEING 408.70 FEET TO A POINT, THENCE S 86 DEG. 48 MIN. 15 SEC. E DISTANCE BEING 692.40 FEET TO A POINT, THENCE N 01 DEG. 09 MIN. 15 SEC. W DISTANCE BEING 1243.95 FEET TO A POINT, THENCE N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 420.00 FEET TO A POINT, THENCE N 00 DEG. 10 MIN. 11 SEC. W DISTANCE BEING 406.98 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID ADKINS ROAD N 89 DEG. 52 MIN. 29 SEC. E DISTANCE BEING 363.69 FEET TO A POINT, THENCE WITH A WESTERN LINE OF VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 00 DEG. 10 MIN. 11 SEC. E DISTANCE BEING 1678.70 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID VALLEY DALE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 29 PAGE 12 S 87 DEG. 21 MIN. 18 SEC. E DISTANCE BEING 946.23 FEET TO A POINT, THENCE S 00 DEG. 51 MIN. 48 SEC. W DISTANCE BEING 473.58 FEET TO A POINT, THENCE S 88 DEG. 56 MIN. 02 SEC. E DISTANCE BEING 122.99 FEET TO A POINT, THENCE S 00 DEG. 05 MIN. 09 SEC. W DISTANCE BEING 1288.90 FEET TO A POINT, THENCE N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 123.75 FEET TO A POINT, THENCE S 00 DEG. 51 MIN. 30 SEC. W DISTANCE 16.06 FEET TO A POINT, THENCE N 88 DEG. 33 MIN. 59 SEC. W DISTANCE BEING 742.93 FEET TO A POINT ON THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR JOE DRIVE N 04 DEG. 36 MIN. 55 SEC. E DISTANCE BEING 904.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 152.4 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
218.6 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWESTERN MOST CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD AND ON THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40, SAID POINT BEING FURTHER DESCRIBED AS THE NORTHWESTERN CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6837 PAGE 0589, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 89 DEG. 04 MIN. 48 SEC. E DISTANCE BEING 143.24 FEET TO A POINT, THENCE N 01 DEG. 46 MIN. 31 SEC. E DISTANCE BEING 28.41 FEET TO A POINT, THENCE S 88 DEG. 25 MIN. 04 SEC. E DISTANCE BEING 95.64 FEET TO A POINT, THENCE N 48 DEG. 34 MIN. 26 SEC. E DISTANCE BEING 156.20 FEET TO A POINT, THENCE N 82 DEG. 44 MIN. 31 SEC. E DISTANCE BEING 191.31 FEET TO A POINT, THENCE N 86 DEG. 30 MIN. 45 SEC. E DISTANCE BEING 101.43 FEET TO A POINT, THENCE S 89 DEG. 31 MIN. 28 SEC. E DISTANCE BEING 63.85 FEET TO A POINT, THENCE S 81DEG. 49 MIN. 00 SEC. E DISTANCE BEING 100.32 FEET TO A POINT, THENCE S 70 DEG. 46 MIN. 58 SEC. E DISTANCE BEING 28.95 FEET TO A POINT, THENCE S 56 DEG. 23 MIN. 14 SEC. E DISTANCE BEING 147.84 FEET TO A POINT, THENCE S 02 DEG. 11 MIN. 35 SEC. W DISTANCE BEING 73.95 FEET TO A POINT, THENCE N 89 DEG. 37 MIN. 25 SEC. W DISTANCE BEING 295.44 FEET TO A POINT BEING THE NORTHWESTERN CORNER OF THOMAS W. BLACKWOOD AS RECORDED IN DEED BOOK 5588 PAGE 0401, THENCE WITH THE WESTERN LINE OF SAID THOMAS W. BLACKWOOD S 04 DEG. 21 MIN. 23 SEC. E DISTANCE BEING 393.87 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF SAID THOMAS W. BLACKWOOD N 89 DEG. 43 MIN. 54 SEC. E DISTANCE BEING 329.44 FEET TO A POINT, THENCE N 00 DEG. 36 MIN. 01 SEC. E DISTANCE BEING 419.87 FEET TO A POINT, THENCE WITH THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 AS IT VARIES S 52 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 211.03 FEET TO A POINT, THENCE S 56 DEG. 36 MIN. 51 SEC. E DISTANCE BEING 85.56 FEET TO A POINT, THENCE S 62 DEG. 16 MIN. 39 SEC. E DISTANCE BEING 113.37 FEET TO A POINT, THENCE S 71 DEG. 00 MIN. 43 SEC. E DISTANCE BEING 127.39 FEET TO A POINT, THENCE S 82 DEG. 54 MIN. 24 SEC. E DISTANCE BEING 329.92 FEET TO A POINT, THENCE N 72 DEG. 57 MIN. 52 SEC. E DISTANCE BEING 198.66 FEET TO A POINT, THENCE S 89 DEG. 28 MIN. 28 SEC. E DISTANCE BEING 570.24 FEET TO A POINT, THENCE S 85 DEG. 25 MIN. 07 SEC. E DISTANCE BEING 225.98 FEET TO A POINT, THENCE S 68 DEG. 10 MIN. 38 SEC. E DISTANCE BEING 565.75 FEET TO A POINT, THENCE LEAVING THE SOUTHERN RIGHT OF WAY FOR INTERSTATE 40 S 01 DEG. 28 MIN. 31 SEC. E DISTANCE BEING 655.86 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR NORCROSS ROAD S 83 DEG. 41 MIN. 57 SEC. W DISTANCE BEING 171.00 FEET TO A POINT, THENCE WITH A CURVE TO THE LEFT A CHORD BEARING OF S 17 DEG. 01 MIN. 40 SEC. E CHORD DISTANCE BEING 60.27 FEET AND HAVING A RADIUS OF 60.00 FEET TO A POINT ON THE SOUTHERN 60 FOOT RIGHT OF WAY FOR SAID NORCROSS ROAD, THENCE WITH THE SIUTHERN 60

FOOT RIGHT OF WAY FOR NORCROSS ROAD N 83 DEG. 47 MIN. 19 SEC. E DISTANCE BEING 149.49 FEET TO A POINT, THENCE S 01 DEG. 45 MIN. 12 SEC. E DISTANCE BEING 238.44 FEET TO A POINT, THENCE S 88 DEG. 11 MIN. 59 SEC. E DISTANCE BEING 457.42 FEET TO A POINT, THENCE S 03 DEG. 02 MIN. 32 SEC. W DISTANCE BEING 278.95 FEET TO A POINT, THENCE S 68 DEG. 26 MIN. 07 SEC. E DISTANCE BEING 374.36 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 517.16 FEET TO A POINT, THENCE S 68 DEG. 24 MIN. 43 SEC. E DISTANCE BEING 303.86 FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR LAKEDALE ROAD S 04 DEG. 37 MIN. 55 SEC. W DISTANCE BEING 480.60 FEET TO A POINT, THENCE N 86 DEG. 41 MIN. 16 SEC. W DISTANCE BEING 305.49 FEET TO A POINT, THENCE S 86 DEG. 22 MIN. 54 SEC. W DISTANCE BEING 742.66 FEET TO A POINT, THENCE S 88 DEG. 51 MIN. 07 SEC. W DISTANCE BEING 86.00 FEET TO A POINT, THENCE N 86 DEG. 26 MIN. 36 SEC. W DISTANCE BEING 240.99 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 04 SEC. W DISTANCE BEING 646.27 FEET TO A POINT, THENCE S 02 DEG. 10 MIN. 05 SEC. W DISTANCE BEING 435.58 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD N 89 DEG. 19 MIN. 23 SEC. W DISTANCE BEING 235.73 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 89 DEG. 55 MIN. 57 SEC. W DISTANCE BEING 152.91 FEET TO A POINT, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD S 86 DEG. 26 MIN. 20 SEC. W DISTANCE BEING 65.81 FEET TO A POINT, THENCE N 00 DEG. 00 MIN. 08 SEC. E DISTANCE BEING 762.60 FEET TO A POINT, THENCE N 00 DEG. 18 MIN. 36 SEC. E DISTANCE BEING 773.51 FEET TO A POINT, THENCE N 55 DEG. 20 MIN. 18 SEC. W DISTANCE BEING 839.16 FEET TO A POINT BEING THE NORTHWEST CORNER OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 0645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES, LLC S 00 DEG. 24 MIN. 02 SEC. E DISTANCE BEING 1241.38 FEET TO A POINT, THENCE N 89 DEG. 53 MIN. 27 SEC. W DISTANCE BEING 269.83 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF AN UNIMPROVED STREET AS RECORDED IN PLAT BOOK 51 PAGE 86, THENCE S 00 DEG. 16 MIN. 22 SEC. W DISTANCE BEING 408.64 FEET TO A POINT, THENCE S 88 DEG. 54 MIN. 45 SEC. W DISTANCE BEING 199.79 FEET TO A POINT, THENCE S 01 DEG. 02 MIN. 55 SEC. E DISTANCE BEING 195.98 FEET TO A POINT, THENCE N 80 DEG. 47 MIN. 10 SEC. W DISTANCE BEING 279.22 FEET TO A POINT, THENCE N 84 DEG. 57 MIN. 19 SEC. W DISTANCE BEING 277.59 FEET TO A POINT, THENCE N 07 DEG. 12 MIN. 40 SEC. E DISTANCE BEING 669.70 FEET TO A POINT BEING THE NORTHEASTERN CORNER OF C. W. IRVIN JR AS RECORDED IN DEED BOOK 1534 PAGE 0354, THENCE WITH THE NORTHERN LINE OF SAID C. W. IRVIN JR N 89 DEG. 06 MIN. 02 SEC. W DISTANCE BEING 834.48 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF DAVID B. CIENER AS RECORDED IN DEED BOOK 5768 PAGE 1773 N 00 DEG. 19 MIN. 31 SEC. E DISTANCE BEING 1665.23 FEET TO A POINT, THENCE N 86 DEG. 39 MIN. 44 SEC. W DISTANCE BEING 446.48 FEET TO A POINT, THENCE N 01 DEG. 44 MIN. 50 SEC. E DISTANCE BEING 659.26 FEET TO A POINT, THENCE N 84 DEG. 12 MIN. 28 SEC. W DISTANCE BEING 350.34 FEET TO A POINT ON THE EASTERN 60

FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 29 DEG. 51 MIN. 43 SEC. E DISTANCE BEING 297.64 FEET TO A POINT, THENCE WITH THE EASTERN 60 FOOT RIGHT OF WAY FOR SOUTH BUNKER HILL ROAD N 20 DEG. 51 MIN. 49 SEC. E DISTANCE BEING 201.06 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 218.6 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
51.8 ACRES TRACT

BEGINNING AT A POINT BEING THE NORTHWEST INTERSECTION OF STAPLES ROAD AND ADKINS ROAD, SAID POINT BEING THE NOTRHEASTERN MOST CORNER OF 350 SOUTH LAND HOLDING, LLC AS DESCRIBED IN DEED BOOK 6928 PAGE 2035, THENCE WITH THE WESTERN 60 FOOT RIGHT OF WAY FOR ADKINS ROAD BEING A CURVE TO THE LEFT A CHORD BEARING OF S 47 DEG. 48 MIN. 15 SEC. W CHORD DISTANCE BEING 443.33 FEET AND HAVING A RADIUS OF 688.24 FEET TO A POINT, THENCE S 24 DEG. 10 MIN. 58 SEC. W DISTANCE BEING 53.86 FEET TO A POINT, THENCE S 22 DEG. 08 MIN. 50 SEC. W DISTANCE BEING 80.93 FEET TO A POINT, THENCE S 15 DEG. 53 MIN. 34 SEC. W DISTANCE BEING 76.65 FEET OT A POINT, THENCE S 13 DEG 16 MIN. 50 SEC. W DISTANCE BEING 77.57 FEET TO A POINT, THENCE S 02 DEG. 00 MIN. 05 SEC. W DISTANCE BEING 429.91 FEET TO A POINT, THENCE WITH THE NORTH LINE OF GRAY PHILLIPS N 83 DEG. 38 MIN. 34 SEC. W DISTANCE BEING 547.50 FEET TO A POINT, THENCE S 00 DEG. 01 MIN. 10 SEC. E DISTANCE BEING 259.43 FEET TO A POINT, THENCE N 89 DEG. 51 MIN. 28 SEC. W DISTANCE BEING 568.03 FEET TO A POINT, THENCE N 89 DEG. 31 MIN. 49 SEC. W DISTANCE BEING 238.52 FEET TO A POINT, THENCE N 88 DEG. 56 MIN. 20 SEC. W DISTANCE BEING 1060.87 FEET TO A POINT, THENCE WITH THE EASRTERN LINE OF JAMES W. MOOREFIELD AS RECORDED IN DEED BOOK 3516 PAGE 1589 N 01 DEG. 07 MIN. 12 SEC. E DISTANCE BEING 466.86 FEET TO A POINT, THENCE S 87 DEG. 18 MIN. 52 SEC. E DISTANCE BEING 198.76 FEET TO A POINT, THENCE WITH THE EASTERN LINE OF TONY G IDOL AS RECORDED IN DEED BOOK 4379 PAGE 1010 N 03 DEG. 36 MIN. 47 SEC. E DISTANCE BEING 343.56 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF C. W. IRVIN AS RECORDED IN DEED BOOK 1534 PAGE 0354 N 87 DEG. 27 MIN. 58 SEC. E DISTANCE BEING 1111.11 FEET TO A POINT, THENCE N 06 DEG. 53 MIN. 05 SEC. E DISTANCE BEING 332.67 FEET TO A POINT, THENCE S 85 DEG. 31 MIN. 15 SEC. E DISTANCE BEING 776.75 FEET TO A POINT ON THE WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE SAID WESTERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD S 04 DEG. 21 MIN. 08 SEC. W DISTANCE BEING 126.09 FEET TO A POINT, THENCE S 12 DEG. 06 MIN. 03 SEC. W DISTANCE BEING 36.11 FEET TO A POINT, THENCE S 46 DEG. 55 MIN. 56 SEC. W DISTANCE BEING 52.85 FEET TO A POINT, THENCE S 68 DEG. 12 MIN. 23 SEC. W DISTANCE BEING 55.38 FEET TO A POINT, THENCE N 88 DEG. 31 MIN. 50 SEC. W DISTANCE BEING 294.81 FEET TO A POINT ON THE NORTHWESTERN TERMINUS OF SAID STAPLES ROAD, THENCE WITH THE TERMINUS OF SAID

STAPLES ROAD S 03 DEG. 09 MIN. 51 SEC. W DISTANCE BEING 56.16 FEET TO A POINT, THENCE S 89 DEG. 06 MIN. 01 SEC. E DISTANCE BEING 160.47 FEET TO A POINT, THENCE S 88 DEG. 41 MIN. 23 SEC. E DISTANCE BEING 139.97 FEET TO A POINT, THENCE N 82 DEG. 27 MIN. 10 SEC. E DISTANCE BEING 54.82 FEET TO A POINT, THENCE N 56 DEG. 11 MIN. 11 SEC. E DISTANCE BEING 42.70 FEET TO A POINT, THENCE N 46 DEG. 55 MIN. 54 SEC. E DISTANCE BEING 66.50 FEET TO A POINT, THENCE N 21 DEG. 18 MIN. 31 SEC. E DISTANCE BEING 33.24 FEET TO A POINT, THENCE N 07 DEG. 24 MIN. 19 SEC. E DISTANCE BEING 32.97 FEET TO A POINT, THENCE N 01 DEG. 42 MIN. 46 SEC. E DISTANCE BEING 227.22 FEET TO A POINT, THENCE N 24 DEG. 56 MIN. 53 SEC. E DISTANCE BEING 24.63 FEET TO A POINT, THENCE N 68 DEG. 12 MIN. 33 SEC. E DISTANCE BEING 30.14 FEET TO A POINT, THENCE S 88 DEG. 08 MIN. 38 SEC. E DISTANCE BEING 518.09 FEET TO A POINT, THENCE S 79 DEG. 42 MIN. 37 SEC. E DISTANCE BEING 31.29 FEET TO A POINT THENCE S 64 DEG. 59 MIN. 40 SEC. E DISTANCE BEING 23.16 FEET TO A POINT, THENCE S 52 DEG. 26 MIN. 09 SEC. E DISTANCE BEING 22.95 FEET TO A POINT, THENCE S 20 DEG. 00 MIN. 35 SEC. E DISTANCE BEING 27.50 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 51.8 ACRES MORE OR LESS.

ANNEXATION DESCRIPTION
FOR 350 SOUTH PROPERTY
2.4 ACRES TRACT

BEGINNING AT A POINT BEING THE SOUTHWESTERN CORNER OF HEREIN DESCRIBED PROPERTY, SAID POINT ALSO BEING ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD AND ON THE EASTERN 50 FOOT RIGHT OF WAY FOR A PLATTED STREET AS SHOWN RECORDED IN PLAT BOOK 51 PAGE 86, THENCE WITH THE EASTERN 50 FOOT RIGHT OF WAY FOR SAID UNIMPROVED STREET (OLIN DRIVE) N 00 DEG. 30 MIN. 02 SEC. E DISTANCE BEING 504.46 FEET TO A POINT, THENCE WITH THE SOUTHERN LINE OF J.D. JOHNSON AS RECORDED IN DEED BOOK 6558 PAGE 1401 S 87 DEG. 49 MIN. 05 SEC. E DISTANCE BEING 219.10 FEET TO A POINT IN THE EASTERN LINE OF PRIME PROPERTIES, LLC AS RECORDED IN DEED BOOK 6903 PAGE 645, THENCE WITH THE WESTERN LINE OF SAID PRIME PROPERTIES S 01 DEG. 31 MIN. 17 SEC. W DISTANCE BEING 495.38 FEET TO A POINT ON THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD, THENCE WITH THE NORTHERN 60 FOOT RIGHT OF WAY FOR STAPLES ROAD N 87 DEG. 52 MIN. 35 SEC. W DISTANCE BEING 179.85 FEET TO A POINT, THENCE S 76 DEG. 03 MIN. 41 SEC. W DISTANCE BEING 31.38 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINGING 2.4 ACRES MORE OR LESS.

SECTION 2. Upon and after **May 13, 2013** the foregoing property 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-58.3.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford 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, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **19th** day of **November, 2012**.
Lisa B. Vierling, City Clerk

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certified Copy

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing Ordinance is a true and accurate copy adopted by the City Council in official Session on November 19, 2012 and upon approval by City Council will be recorded in Book 87 of the Official Minute Books and Ordinance Book XVII 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 21st day of November, 2012.

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 21st day of November, 2012.

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

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2015

City of High Point

Strib Boynton
CITY MANAGER

NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Sims and City Councilmembers

From: Strib Boynton

Date: April 11, 2013

Subject: 350 Development Agreement

Monday's agenda includes a Public Hearing on the proposed 350 Development Agreement. The latest draft, dated March 30, 2013, is attached for your review.

The 350 Development Agreement represents one of the City's single most significant economic development commitments in recent years. It is complex 20 year financial commitment involving investments by both 350 Land Holdings, Inc. (DH Griffin, Sr.) and the City of High Point that will open more than 500 acres to planned multi-phased commercial development.

Believing/expecting miscellaneous loose ends on both sides to be tied up by Monday, we fully expect to be recommending a 350 Development Agreement to you on Monday.

The Development Agreement divides the 350 project into two (2) phases, with the City financing certain major sewer improvements known as the Atlkins and Outback outfall lines (estimated cost is less than $1.5 million), and with the developer financing and constructing significant roads, water and other infrastructure improvements. In simple terms, the City would reimburse the developer over 20 years for his infrastructure costs from a portion (45%) of the annual incremental increase in property tax revenues received resulting from private development within the 350 development.

The attached draft reflects all the basic principles already discussed and agreed to. My staff members are double checking the water, sewer, road, plan and other language and cost estimate details. JoAnne Carlyle and Tom Terrell are also double checking language and other details. Exhibits and accurate final maps are being reviewed, and will be provided to you as soon as possible.

Following Monday's public hearing, we suggest that you send the 350 Development Agreement on for any possible Council discussion and review during your Comprehensive Planning Committee meeting scheduled for 4:00 on Tuesday, April 16. And that you also vote on Monday to extend formal consideration of the 350 Development Agreement from Monday, April 15 to a date/time certain, but no later than your Monday, May 6 Council meeting.

We are very, very close. We will be updating you in more detail on Monday as well as Tuesday afternoon. In the meantime, please call me if you have any questions or if you desire any additional information before Monday.

Cc: JoAnne Carlyle, Tom Terrell, Chris Thompson, Lee Burnette, Mark McDonald, Pat Pate, Jeff Moore, Randy McCaslin, Loren Hill, Sandy Dunbeck, Randy McCaslin,

DRAFT
3-30-13

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (hereinafter referred to as "Development Agreement" or "Reimbursement Agreement" or "Agreement") is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina (hereinafter referred to as "350 South"); Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina (hereinafter referred to as "Bland Properties"); and James S. Hedgecock and wife, Elizabeth A. Hedgecock and Michael Raymond Hedgecock and wife, Christy M. Hedgecock (hereinafter collectively referred to as "the Hedgecocks); and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was _____, and the Agreement became effective pursuant to execution and recordation by 350 South in the Office of the Guilford County Register of Deeds on _____.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly created a mechanism whereby municipalities and private developers may enter into reimbursement agreements through the enactment of N.C. Gen. Stat. § 160A-499 when the developer constructs municipal infrastructure; and

1.3 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.3.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.3.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately five hundred ten (510) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. 350 South owns all parcels within the Project except those parcels owned by Bland Properties and the Hedgecocks. The Hedgecock and Bland Properties tracts are under option to 350 South and may be acquired by 350 South after the Date of Approval. The Hedgecocks and Bland Properties are parties to this agreement to accept the covenants and restrictions expressed herein as those covenants and restrictions apply to their properties. They do not agree to perform, nor are they required to perform, the affirmative obligations of developer 350 South.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, risks which would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 The City recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.5 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.6 The Northwest Area Plan recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.7 The Project is consistent with and fulfills the City's vision for development of this area.

2.8 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, participation which has included, among other things, construction of utilities and other public improvements.

2.9 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.10 The City has entered into a Memorandum of Understanding with the Town of Kernersville to provide sewer service to a point north of Interstate 40 (Business). The service from this sewer extension could serve the Project.

2.11 The reimbursement provisions herein enable the City and 350 South to share the cost of certain roads that serve the broader region and create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.12 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.13 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the time of its adoption for the duration of the Project's development or for twenty (20) years, whichever occurs sooner.

2.14 All parties agree that nothing in this Agreement obligates the Hedgecocks or Bland Properties to take affirmative steps to develop the property or to expend funds of any kind whatsoever, including, but not limited to, funds to construct roads or other infrastructure, and that all development obligations and responsibilities herein which pertain to 350 South shall be exclusively the obligations of 350 South and not the Hedgecocks or Bland Properties. Notwithstanding the foregoing, this Agreement and its limitations and restrictions applies to all tracts within the Project owned by the Hedgecocks and Bland Properties.

ARTICLE 3.
DEFINITIONS

3.1 Agreement. This Development and Reimbursement Agreement as further described in Section 3.10 below.

3.2 Annual Report. The periodic review conducted by the City pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.3 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any amendments to the underlying zoning district shall be deemed to be incorporated automatically into this Development Agreement.

3.4 Baseline Tax. The total real and personal ad valorem taxes assessed by the City against the Increment District for the Baseline Tax Year. For the purposes of this Agreement, the Baseline Tax is calculated to be zero.

3.5 Baseline Tax Year. The City's 2012 – 2013 Fiscal Year (July 1, 2012 to June 30, 2013) from which the valuation of the Increment District for tax purposes was established.

3.6 City of High Point. The City of High Point (or City), depending upon the context, may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.7 Date of Adoption. The date that this Development Agreement is initially approved by the City Council.

3.8 Date of Approval. The date that a copy of this Development Agreement fully executed by 350 South is recorded in the Office of the Guilford County Register of Deeds. The Date of Approval shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.9 Developer. The developer is 350 South as defined in Section 3.28 below.

3.10 Development Agreement. This document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

3.11 Fiscal Year. The twelve-month period beginning on July 1 of each year and ending on the following June 30.

3.12 Increment District. The area and properties depicted and identified on Exhibit A to this Agreement and any properties later added to become a part of this Agreement.

3.13 Incremental Tax Increase. The amount by which (a) the total real and personal ad valorem taxes levied by the City on the Increment District for such Fiscal Year and collected by February 1 of the Fiscal Year (including any delinquent taxes collected for a prior fiscal year) exceed (b) the Baseline Tax.

3.14 Infrastructure. Any improvements or services that serve the project, including, but not limited to, water and sewer service, stormwater controls, transportation improvements, electricity, fiber optic lines, cellular or broadband service and other technologies known or not yet known. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.15 Land Credits. A Land Credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in Land Credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of Land Credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which Land Credits may be applied. Land Credits shall be deemed economic development incentives. Land Credits shall not appreciate in value but may be transferable to any local government or state agency. Land Credits shall not be applicable to the City's construction of water or sewer lines.

3.16 Laws. All applicable federal, state and local laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.17 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), Major Modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies

conducted for the Project; and the creation of Land Credits associated with the Project. All major modifications shall be recorded in the Office of the Guilford County Register of Deeds. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.18 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a Material Breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a Material Breach shall be limited to 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA") or any subsequent TIA conducted for the Project. If this Agreement is later modified or supplemented to include Land Credits in exchange for transportation or other improvements by the City, then the failure of either party to perform under that Agreement shall be considered a Material Breach. All other breaches shall be considered minor breaches.

3.19 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered Material Terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.20 Master Plan. The Project's development concept in map form approved by the City as a Master Plan and which is attached to this Development Agreement as Exhibit B. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency. The Master Plan includes any future modifications initiated by 350 South.

3.21 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.22 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption shall control. Terms not defined by statute, ordinance or this Agreement, but which are defined in this N.C.G.S. 160A, Article 3, shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.23 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.24 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.25 Project. All land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are added to the Project and covered by this Development Agreement.

3.26 Reimbursement Payment. The City's annual payment to 350 South equal to the percentage of the Incremental Tax Increase described in Article 6 of this Agreement.

3.27 Reimbursement Period. The twenty years following 350 South's first dedication of a Road or Road section for which reimbursements shall be paid.

3.28 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns.

3.29 Transportation Improvements. Any internal or external construction of public or private roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals and signage.

3.30 Wetlands. Those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on April 15, 2013 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Approval. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty (20) years from the Date of Approval.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The location of this depiction (the "Dividing Line") is conceptual and for purposes of planning and financing infrastructure improvements and establishing a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as tracts which may later be added lying east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 1 shall be developed during the Project's first and second five (5) year periods. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM.

5.1.5 All tracts of land outside the current Project perimeter which (a) lie generally east and south of Adkins Road and northwest of Sandy Ridge Road, and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.1.6 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.7 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.8 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.9 So that Phase 2 does not develop prematurely, no portion of Phase 2 may be developed for any of the uses listed in the adopted conditional zoning ordinance other than the listed agricultural uses and associated accessory uses until the required transportation improvements have been fully constructed to support the uses or uses proposed and City water and sewer lines have been constructed to provide service to the use or uses proposed.

5.1.10 All tracts of land outside the current Project perimeter which (a) lie generally north and west of Adkins Road and south of Interstate-40 (Business), and (b) are later

acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a Material Breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.2 Wetlands.

5.2.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.2.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.2.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.2.4 As provided in N.C. Gen. Stat. § 160A-400.25(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.3 Allowed Uses.

5.3.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.3.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.3.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.4 Development Standards.

5.4.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.4.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a Major Modification to this Agreement which must follow the procedures for Major Modifications. Any other

zoning amendments to the Project's development standards shall be considered Minor Modifications.

5.4.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and and that 350 South may from time to time request modifications to the Project's development standards.

5.4.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

5.5 Water.

5.5.1 The City has constructed and owns a 12-inch water line along Sandy Ridge Road running to a point south of Endicott Road near the Piedmont Triad Farmer's Market. 350 South has determined and the City agrees that the Sandy Ridge Road water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.5.2 350 South shall construct water lines necessary to extend water service to the entire project subject to the Reimbursement Agreement in Article 6.

5.5.3 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.5.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project. The City further agrees that such reconstruction and reconnection shall be done in a manner that does not interrupt water service to the Project.

5.5.5 The City agrees to waive all annexation fees, including all water capacity fees, for water service for the Project.

5.5.6 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend water lines beyond the terms and obligations in this Agreement.

5.6 Sewer – Phase 1.

5.6.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River to a point west of Phase 1.

5.6.2 The City has committed at its own expense to design, permit and construct a 12-inch sewer outfall from the West Fork of the Deep River to the northeastern corner of Tax Parcel 0171055 (identified as Tract S on Exhibit B) near a point where it abuts

Guilford County Tax Parcel identified as PIN # 17-95-7080-A-1158-00-0028. This line is and shall be known as the "Adkins Line." The Adkins Line is in the permitting phase.

5.6.3 The City agrees to provide for continued funding of the Adkins Line in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.6.4 The City shall not be required to construct the Adkins Line until a company commits to locating a building or buildings in Phase 1. Notwithstanding the City's commitment in paragraph 5.6.2 above, if a company commits to developing a portion of Phase 1 and chooses to construct a building or buildings in a location(s) that would obviate the need to construct the outfall to tax parcel 0171055, then the outfall may be constructed to a location mutually agreed upon by the City and 350 South.

5.6.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Line.

5.6.6 The City agrees to waive all annexation fees, including all sewer capacity fees, for sewer service for the Project.

5.7 Sewer – Phase 2.

5.7.1 The City has committed at its own expense to design, permit and construct a sewer outfall from the West Fork of the Deep River to a point south of Interstate-40 (Business) and across parcels identified as Tracts A, B, J, H and L on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Line."

5.7.2 The Outback Line may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.7.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Line, it is anticipated that the parcels located in Phase 2 shall continue to be used for agricultural and residential purposes only for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.7.4 350 South shall be solely responsible for connecting individual tracts to the Outback Line.

5.7.5 350 South agrees that future statutory changes adopted by the State of North Carolina requiring municipalities to extend or provide utilities shall not enlarge the City's obligations to extend sewer lines beyond the terms and obligations in this Agreement.

5.8 Transportation.

5.8.1 Traffic Impact Analysis.

5.8.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.8.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a TIA conducted by a professional engineer licensed in the State of North Carolina. Analyses shall be conducted at 350 South's sole expense and shall conform to the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable.

5.8.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a TIA which identifies and analyzes the likely improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1 and to mitigate the Project's anticipated traffic impact.

5.8.1.4 Except as provided in paragraph 5.8.2.6.below, improvements along Sandy Ridge Road necessary to mitigate 350 South's traffic impact, as identified in the initial TIA and subsequent updates and amendments, shall be the responsibility of 350 South and not subject to reimbursement from the City.

5.8.1.5 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. A new TIA shall be required to replace an earlier TIA whose initial five-year horizon has passed.

5.8.1.6 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project. A technical memorandum which documents changes that do not require additional analysis of improvements may be used for proposed additions that add fewer than 150 peak hour trips.

5.8.2 Transportation Improvements.

5.8.2.1 Except as provided in the Reimbursement Agreement in Article 6, the construction of and improvements to the Project's internal roads that connect the Project and its transportation network to the regional road system shall be at 350 South's sole expense.

5.8.2.2 350 South agrees to dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project. However, it is acknowledged that certain alignments of Sandy Ridge Road could seriously impair or eliminate the development of a portion of the Project and would be considered a taking.

5.8.2.3 The realignment of Sandy Ridge Road, to the extent recommended or required by NCDOT, shall not be a cost imposed by this Development Agreement on 350 South.

5.8.2.4 Realignments and improvements to existing roadways and intersections bordering the Project shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that such improvements are necessitated by existing traffic conditions. However, if the TIA concludes that 350 South's development contributes to the need for realignments and improvements, then 350 South shall be required to contribute to the cost of improvements proportional to its impact on the roadway system.

5.8.2.5 350 South shall be required to make any other improvements recommended by a TIA to mitigate the additional burden to the transportation system created by the Project's traffic generation. If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay its proportionate costs.

5.8.2.6 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof or to pay for certain improvements or a portion thereof in exchange for an equivalent amount of Land Credits.

5.8.3 Public Road Extensions

5.8.3.1 It is anticipated that the Project will require the construction or improvement of three public roads to serve the Project and the surrounding road network, described as follows: (a) an east/west connector between either Gallimore Dairy Road or Clinard Farms Road and Boylston Road, an extension which has been on the City's Comprehensive Transportation Plan ("CTP") for the High Point Metropolitan Area, and which would serve Phase 1 and regional traffic; (b) a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"); and (c) an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A or H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, Endicott Road or both (the "Endicott/Norcross Extension"). The

Adkins Extension and the Endicott/Norcross Extension would connect new industries to Interstate 40 (Business) to the north and the City's industries and residential areas to the south and would not be needed until commencement of Phase 2.

5.8.3.2 The location and alignments of the road extensions described in paragraph 5.5.3.1 will not be known until economic development prospects commit to specific sites.

5.8.3.3 The City agrees that at the next possible opportunity it will place the roads described in paragraph 5.8.3.1 onto the City's CTP if not already part of the CTP. 350 South acknowledges that the CTP is used for long-range planning purposes only, does not represent documented transportation needs, is fiscally unconstrained, and does not imply that finding is or will be available for improvements when such is identified.

5.8.3.4 The City and 350 South estimate that the costs of constructing the Adkins and Endicott/Norcross Extensions and the Gallimore Dairy or Clinard Farms Road to Boylston Road connector to be $458.22 per linear foot or $2,419,416 per linear mile.

ARTICLE 6
REIMBURSEMENT

6.1 Purpose and Overview. This Reimbursement Agreement establishes a mechanism for sharing the expenses of transportation improvements that serve both the Project and the broader transportation network. It also acknowledges and lowers the substantial risks assumed by 350 South in assembling large tracts for development which can benefit the City in terms of jobs and increased tax base. The source of funds to be used to reimburse 350 South shall be a percentage of the taxes generated by the Project's development, paid annually.

6.2 Eligible Reimbursements.

6.2.1 350 South may be reimbursed for expenses incurred for the construction of the Gallimore Dairy Road or Clinard Farms Road to Boylston Road Extension; the Adkins Road Extension; and the Norcross/Endicott Extension (each hereinafter referred to as "Road" or collectively as "Roads"). Construction costs for which reimbursement are eligible include design and engineering costs, material costs, labor costs, and water and sewer utility costs to the extent such utilities are installed as part of road construction.

6.2.2 350 shall not be reimbursed for land costs, costs of right-of-way dedication, improvements to Sandy Ridge Road required by the TIA to mitigate 350 South's impact to the transportation network, and any costs in excess of what has been reimbursed to 350 South at the end of the Reimbursement Period.

6.2.3 The map attached as Exhibit C illustrates the locations of the Roads discussed in paragraph 6.2.1 above. These Roads and Road locations are conceptual in nature. 350 South does not guarantee these Roads will be constructed or, if constructed, will be located exactly where shown.

6.3 350 South's Obligations.

6.3.1 Subject to the reimbursement provisions in Section 6.4 below, 350 South shall incur all costs related to engineering and design of the Roads. Each of the Roads shall be designed to meet City standards.

6.3.2 350 South shall be responsible for obtaining all local, state and federal permits required for the construction of the Roads.

6.3.3 350 South shall dedicate all Right of Way within the Project necessary for the construction of the Roads. It shall also make reasonable attempts to acquire, at 350 South's expense, the tracts of land between the Project and Sandy Ridge Road and the Project and Boylston Road in order to make the connection to these roads possible.

6.3.4 350 South shall construct the Roads itself or through an affiliate company or by hiring a general contractor to construct the Roads.

6.3.5 To be eligible for reimbursement pursuant to N.C. Gen. Stat. § 160A-499, 350 South shall, in consultation with the City, follow the procedures established in N.C. Gen. Stat. §§ 143-131 and 143-132 related to public bidding for construction projects. 350 South or an affiliated company may submit its own bid or bids.

6.3.6 350 South shall cause a contract with a general contractor to include a guarantee by the contractor for all materials and workmanship related to the Roads until the date which is one year after completion of a Road or a final section of a Road, and that the contractor shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period. If 350 South or an affiliated company performs the general contracting, it guarantees by signing this Agreement that it shall replace at its expense any portion or portions of the Road that fail because of faulty materials or workmanship during the one year warranty period.

6.3.7 350 South shall immediately notify the City when one of the Roads or a final section of one of the Roads has been completed so that the City may inspect the Road or final section.

6.3.8 After the City has inspected the Road or Roads and determined that it has been constructed to City standards, 350 South shall dedicate the Road and all utilities within the roadway to the City.

6.3.9 350 South shall provide the City an accounting of the total costs incurred in connection with constructing the Roads or any final section of one of the Roads.

6.4 Reimbursement.

6.4.1 Exhibit A represents the Increment District whose increased tax base shall serve as the source for Reimbursement Payments to 350 South.

6.4.2 The Baseline Tax in the Increment District for the Baseline Tax Year 2012 – 2013 is determined to be zero.

6.4.3 The Fiscal Year in which the Road is dedicated to the City shall be considered Year 1 of the Reimbursement Period.

6.4.4 The Reimbursement Payment shall be calculated as the Incremental Tax Increase in the Increment District received by February 1 of each year for the previous year's tax obligations (plus payment of any delinquent obligations) multiplied by 45%.

6.4.5 The City shall make the Reimbursement Payment on or before March 15 beginning in the calendar year that immediately follows acceptance by the City and dedication of the Roads. By way of illustration only, if (a) the Incremental Tax Increase of the Increment District is $100,000; (b) the full $100,000 is paid prior to February 1 of the next calendar year; and (c) 350 South has dedicated one of the Roads or a final section of a Road, then the City shall pay 350 South $45,000 as the first Reimbursement Payment for the dedicated Road. If the Incremental Tax Increase the following year is $200,000 and the full amount is timely paid, then the City shall pay 350 South $90,000 on or before March 15.

6.4.6 Reimbursement Payments shall continue for twenty (20) years following the dedication of the first Road or Road section.

6.4.7 If 350 South is fully reimbursed for all Roads prior to the end of the twenty year Reimbursement Period, the payments shall cease. If 350 South is not fully reimbursed prior to the end of the Reimbursement Period, then 350 does not recoup the unreimbursed amount.

6.4.8 Interest shall not accrue on the amount(s) expended by 350 South for the construction of the Roads.

6.4.9 The City makes no promise or guarantee that 350 South shall be fully reimbursed all construction costs. 350 South assumes all risks that the Project may not develop or may develop too slowly to create an Incremental Tax Increase sufficient to provide full reimbursement.

6.5 Duration. This Reimbursement Agreement shall last twenty (20) years from the time 350 South dedicates a Road or Road section to the City (Year 1). The parties acknowledge that the Development Agreement and Reimbursement Agreement may not run concurrently.

ARTICLE 7
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

7.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

7.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(1), 350 South has attached the Project's legal description as Exhibit A.

7.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(2), the duration of this Agreement shall be twenty (20) years from the Date of Approval, unless extended by subsequent Development Agreements.

7.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

7.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

7.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

7.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the City's Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the

developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

7.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

7.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 8
PERIODIC REVIEW AND DEFAULT

8.1 Periodic Review.

8.1.1 Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review (the "Periodic Review") at least every twelve (12) months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement.

8.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

8.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of Material Breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

8.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

8.2 Default.

8.2.1 Only the failure of a party to comply with Material Terms of this Agreement shall constitute default.

8.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

8.2.3 Performance by either party within a reasonable time shall constitute cure of default.

8.2.4 350 South's failure to comply with any other provision contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

8.2.5 As provided in Sections 3.28, 9.3 and 9.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

9.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

9.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

9.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

9.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

9.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

9.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

9.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

9.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

9.11 Modification. The terms of this Agreement may be modified by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.25(b). A Minor Modification to this Agreement shall be recorded in the records of the City and 350 South but shall not require a public hearing.

9.12 Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

9.13 Notices. Any notice, demand or communication which is required or may be given to another party in writing shall be delivered or addressed to the other at the address below or to

such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager
P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department
P.O. Box 230
High Point, NC 27261
lee.burnette@highpointnc.gov

JoAnne L. Carlyle. Esq.
P.O. Box 230
High Point, NC 27261
joanne.carlyle@highpointnc.gov

to 350 South at:

D.H. Griffin, Sr.
4716 Hilltop Road
Greensboro, NC 27407
dhgriffin@dhgriffin.com

with copies to:

D.H. Griffin, Jr.
4716 Hilltop Road
Greensboro, NC 2740
dhgriffinjr@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By:_____
D.H. Griffin, Managing Member

City of High Point

By:_____
Strib Boynton, City Manager

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

_____
James S. Hedgecock

_____
Elizabeth A. Hedgecock

_____
Michael Raymond Hedgecock

_____
Christy M. Hedgecock

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

_____
City of High Point Finance Director

Exhibit A

Exhibit B

Exhibit C

350 South Development Agreement
Summary

350 South Project

- 431-acre multi-phase development
- Conditional Zoning Planned United Development-Mixed (CZ PDM)
- 20-year agreement based upon at least 2 phases of development

Agreement Terms

- City must extend water lines to the project and within all public streets serving the project on a timeline that coincides with development.
- City must provide an outfall sewer line (Adkins outfall line) to and though Phase 1 of the project to county tax parcel 17-95-7080-A-1158-00-0028 on a timeline that coincides with development of Phase 1.
- City must provide an outfall sewer line (Outback outfall line) to and though Phase 2 of the project to a point at or beyond Interstate-40 on a timeline that coincides with development of Phase 2.
- City waives all water capacity fees, collected at the time of annexation, now and future, which are based on gross acreage.
- City waives all sewer capacity fees, collected at the time of annexation, now and future, which are based on gross acreage.
- City receives a dollar land credit for each dollar the City elects to expend on road improvements within the project.
- City agrees to place two future roads ("Atkins Road extension" and "Endicott/Norcross Road extension") in the City's comprehensive transportation plan, with no commitment to priority.

- 350 South must first petition the City for annexation and zoning for any land it acquires east and south of Atkins Road and northwest of Sandy Ridge Road.
- 350 South cannot develop Phase 1 until it has acquired additional land that gives the development direct access to Sandy Ridge Road.
- 350 South must provide a new or updated traffic impact analysis (TIA) with each annexation petition it submits to add land to the project.
- 350 South must provide the water line laterals that connect individual developed properties to the City water lines.
- 350 South must provide the sewer lines within their project that connect to the City outfall lines.
- 350 South must provide transportation improvements as required by the TIA and any new internal streets, subject to the City's decision to pursue land credits.
- 350 South must participate in the cost of improvements or realignments to Galimore Dairy Road or Clinard Farms Road if the TIA concludes that traffic added by the 350 South project contributes to the needed improvements; participation is proportional to the project's impact on the road system.
- 350 South must dedicate right-of-way necessary to accommodate the widening of Sandy Ridge Road along its existing alignment.

- 350 South may elect to dedicate right-of-way for other future road improvements if they feel it would not impair or eliminate development of a portion of the project.

Proposed Development

- The proposed CZ PDM district, subject to the approval of the annexation and zoning requests, establishes the allowable uses and development standards for the project.
- The project, upon approval of the development agreement, is vested for 20 years to the approved CZ PDM district and applicable standards of the 1992 Development Ordinance as amended.

Material Breach of Agreement

- City
    - Failure to provide any of the infrastructure (water & sewer) according to the terms and timelines.
    - Failure to provide the transportation improvements, if the City elects to provide transportation improvements in exchange for land credits.
- 350 South
    - Failure to construct transportation improvements as required by a traffic impact analysis.
    - Failure to provide land credits if the City elects to provide transportation improvements in exchange for land credits.
    - Failure to first petition for annexation and City zoning of all future land acquisitions, as described in the agreement, prior to developing the land outside the High Point corporate limits.

Modifications to Agreement

- Major Modifications
    - Must be agreed to by both the City Council and 350 South after public notice and public hearing.
    - Major modifications are: the addition of land greater than 3 acres; the addition of permitted uses that are of greater intensity; the reduction of setbacks adjacent to residential uses; reductions in design standards; modifications to the common sign plan; changes to transportation improvements required by the TIA; and the creation of land credits.
- Minor Modifications
    - All other amendments are considered minor modifications, typically administrative in nature.
    - May be approved by the City Manager or his designee and reported to City Council.

Annual Report

At least every 12 months the Planning Director or other City Manager designee must periodically review the development to determine if compliance with the terms of the agreement are being met and provide a written report.

NORTH CAROLINA

GUILFORD COUNTY

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "Development Agreement" or "Agreement") is made and entered into by and among 350 South Land Holding LLC, a North Carolina Limited Liability Company having its principal place of business in Guilford County, North Carolina; Bland Properties Investments, LLC, a North Carolina Limited Liability Company having its principal place of business in Forsyth County, North Carolina; and James S. Hedgecock and wife, Elizabeth A. Hedgecock and Michael Raymond Hedgecock and wife, Christy M. Hedgecock (all hereinafter referred to as "350 South") and the City of High Point, a North Carolina Municipal Corporation (hereinafter referred to as "the City"). The City's Date of Adoption was _____, and the Agreement became effective pursuant to execution and recordation by 350 South on _____.

ARTICLE 1.
STATUTORY FRAMEWORK

1.1 By its adoption of N.C. Gen. Stat. §160A-400.20 et. seq. the North Carolina General Assembly has provided for development agreements between developers and municipal corporations for large-scale, multi-phased projects, finding:

1.1.1 Large-scale development projects often occur in multiple phases extending over a period of years, requiring a long-term commitment of both public and private resources.

1.1.2 Such large-scale developments often create potential community impacts and potential opportunities that are difficult or impossible to accommodate within traditional zoning processes.

1.1.3 Because of their scale and duration, such large-scale projects often require careful integration between public capital facilities planning, financing, and construction schedules and the phasing of the private development.

1.1.4 Because of their scale and duration, such large-scale projects involve substantial commitments of private capital by developers, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.

1.1.5 Because of their size and duration, such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.

1.1.6 To better structure and manage development approvals for such large-scale developments and ensure their proper integration into local capital facilities programs, local governments need the flexibility in negotiating such developments; and

1.2 The North Carolina General Assembly has further provided for municipal participation in the financing of economic development projects, as follows:

1.2.1 N.C. Gen. Stat. §§158-7.1(a) and 160A-209 authorize municipalities to make appropriations from unrestricted revenue sources for the purposes of aiding and encouraging the location of manufacturing enterprises and locating industrial and commercial plants in or near such city which, in the discretion of the governing body of the city will increase the population, taxable property and business prospects of the city; and

1.2.2 N.C. Gen. Stat. §§158-7.1(b)(6) further provides that a city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.

ARTICLE 2
RECITALS AND BACKGROUND

2.1 350 South has proposed to develop a multi-phased development of approximately four hundred thirty-one (431) acres near the existing corporate limits of High Point, hereinafter referred to as the "Project." A metes and bounds description of the Project is attached to this Development Agreement as Exhibit A. 350 South owns all parcels within the Project except those parcels owned by Bland Properties Investments, LLC and James and Elizabeth Hedgecock and Michael and Christy Hedgecock (the "Hedgecocks"). The Hedgecock tracts are under option to 350 South and may be acquired by 350 South between the Date of Adoption and the Date of Approval. 350 South has other parcels under option totaling approximately eighty (80) acres in size and lying generally east of the Hedgecock properties. 350 South anticipates acquiring these eighty acres in calendar year 2013.

2.2. The Project will be developed over several years and in a minimum of two phases.

2.3 350 South bears substantial risks in the development of such a large-scale, long-term project, which risks would deter or prevent 350 South from developing the Project without various incentives and public participation in the construction of infrastructure.

2.4 High Point recognizes that 350 South has assembled one of the largest combined tracts of land assembled in the city's history for speculative development that will occur over a number of years to the benefit of the citizens of High Point in terms of jobs and tax revenue.

2.5 On January 18, 2011, the City adopted the Northwest Area Plan, a detailed, comprehensive plan that includes the Project and surrounding area.

2.6 The Northwest Area Plan (the "Plan") recommends that the area surrounding and including the Project should be developed other than for agriculture and scattered residential use. The Plan further supports and encourages future development of the land comprising the Project for corporate park, industrial and commercial uses that provide jobs and increase the city's tax base.

2.7 The Project is consistent with and fulfills the City's vision for development of this area.

2.8 The City has attracted thousands of jobs over many years through active participation in large-scale, multi-phased projects, which participation has included, among other things, construction of utilities and other public improvements.

2.9 The City's investment in utilities and other public improvements for industrial and corporate park development has created, over many years, substantial increases in the City's tax base that have far exceeded the initial development investments.

2.10 The City has entered into a Memorandum of Understanding with the Town of Kernersville to provide sewer service to a point north of Interstate 40 (Business). The service from this sewer extension could serve the Project.

2.11 The terms and provisions herein create inducements to 350 South to proceed with development of the Project on an expedited basis by lowering risks in an uncertain economy.

2.12 A Development Agreement is the best method for specifying the mutual terms and provisions that govern the Project's development over several years.

2.13 This Development Agreement provides additional security to 350 South by vesting it under the zoning provisions that exist at the time of its adoption for the duration of the Project or for twenty (20) years, whichever is sooner.

ARTICLE 3.
DEFINITIONS

3.1 Annual Report. The periodic review conducted by the City pursuant to N.C. Gen. Stat. § 160A-400.27 not less than every twelve (12) months.

3.2 Amendment. The term "amendment" is used by the City of High Point Development Ordinance ("Development Ordinance") to describe changes in a previously adopted planned unit development. It is distinguished from the term "modification" which is used by statute to describe changes to a development agreement. Any ~~major or minor~~ amendments to the underlying zoning district shall be deemed to be incorporated automatically into this development agreement.

Comment [GLB1]: City dropped major/minor distinction of amendments…all changes in conditional zoning are termed amendments.

3.3 City of High Point. As used herein, the City of High Point (or City), depending upon the context, may refer to the body politic, the City Council, the City Manager, the City's department heads and any city employees, inspectors, enforcement personnel, contractors and agents that are hired by, represent or are executing the City's interests.

3.4 Date of Adoption. The date that this Development Agreement is initially approved by the City Council. Except as provided in Article 3.10, subsequent expansions of the territory covered by this Development Agreement shall be considered Major Modifications.

3.5 Date of Approval. The date that a copy of this Development Agreement fully executed by 350 South is recorded in the Office of the Guilford County Register of Deeds. The Date of Approval shall be the effective date of this Development Agreement and the date from which the twenty-year time period runs.

3.6 Development Agreement. The term Development Agreement refers to this document, its attachments and exhibits, including the Master Plan, and any Major Modifications or Minor Modifications or revisions subsequently adopted. Conditions, provisions, uses and restrictions incorporated into the Project's zoning conditions at the time of original zoning and in any future ~~major or minor~~ amendment to the underlying zoning district conditions, provisions, uses and restrictions are and shall be incorporated into this Agreement by reference so that at all times the underlying zoning conditions, including but not limited to uses, signage, setbacks and landscaping, shall automatically be considered part of this Agreement.

Comment [GLB2]: Same as previous

3.7 Infrastructure. Infrastructure may include any improvements or services that serve the project, including, but not limited to, water and sewer service, stormwater controls, transportation improvements, electricity, fiber optic lines, cellular or broadband service and other technologies known or not yet known. Infrastructure is not synonymous with "public facilities" as defined in N.C. Gen. Stat. § 160A-400.21(12).

3.8 Land Credits. A land credit represents a dollar for dollar exchange between 350 South and the City whereby 350 South shall reduce the appraised land cost of a tract within the Project for a company the City is recruiting in exchange for road improvements made by the City which otherwise would have been 350 South's responsibility and expense. By way of example only, the City's payment of $250,000 for transportation improvements otherwise required of 350 South shall result in land credits equivalent to $250,000 which the City may apply, in its discretion, in order to reduce the cost of land for a company the City is recruiting. The City's possession of land credits shall be memorialized in writing, recorded with the Office of the Register of Deeds of Guilford County as a major modification to this Agreement, and may be used for land within the Project either during or beyond the term of the Agreement without expiration as long as the Project contains land for which land credits may be applied. Land Credits shall be deemed economic development incentives. Land credits shall not appreciate in value but may be transferable to any local government or state agency. Land credits shall not be applicable to the City's construction of water or sewer lines.

3.9 Laws. All applicable federal and state laws and regulations applicable to the Project at any time. Local laws includes all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules affecting the development of land and which are in effect on the Date of Adoption. The term specifically refers to the Development Ordinance adopted by the City in 1992, as amended. Pursuant to N.C. Gen. Stat. § 160A-400.26(a) and (b), modifications or amendments to local laws affecting the development of land that are subsequently adopted or implemented by the City shall not apply during the effective period of this Development Agreement unless 350 South shall approve of their application. Any future

amendments to the underlying zoning, including conditions, provisions, uses or restrictions, shall be interpreted and applied according to the Development Ordinance adopted in 1992, as amended.

3.10 Major Modifications. For purposes of approval pursuant to N.C. Gen. Stat. § 160A-400.25(b), major modifications shall include the addition of tracts of land by 350 South that singularly or cumulatively are greater than three (3) acres; the addition of allowed uses that are determined by the Planning Director to be of greater intensity than any similar allowed use; the reduction of setbacks adjoining residential uses; reductions in design standards; modifications to the common signage plan; changes to the transportation improvements required by traffic studies conducted for the Project; and the creation of land credits associated with the Project. All major modifications shall be recorded in the Office of the Register of Deeds of Guilford County. All other modifications, including changes to the phasing plan adopted herein, shall be considered Minor Modifications.

3.11 Material Breach. For purposes of determining 350 South's right to seek enforcement of this Agreement in Superior Court, a material breach shall be limited to the City's failure to provide any of the Infrastructure according to the terms or the timelines provided herein. For purposes of determining the City's unilateral right to modify or terminate this Agreement as provided in N.C. Gen. Stat. § 160A-400.27(c), a material breach shall be limited to 350 South's failure to construct transportation improvements as provided or required by the initial Traffic Impact Analysis ("TIA") or any subsequent TIA conducted for the Project. If this Agreement is later modified or supplemented to include Land Credits in exchange for transportation or other improvements by the City, then the failure of either party to perform under that Agreement shall be considered a material breach. All other breaches shall be considered minor breaches.

3.12 Material Terms. All provisions herein related to the City's construction or provision of Infrastructure or 350 South's construction of transportation improvements required by a Traffic Impact Analysis shall be considered material terms. If the City and 350 South later modify or supplement this Agreement to provide for City-funded transportation improvements in exchange for Land Credits, the terms of such agreement shall be deemed Material Terms.

3.13 Master Plan. The Project's development concept in map form approved by the City as a Master Plan and which is attached to this Development Agreement as Exhibit B. The Master Plan is a conceptual document only that provides an interpretive framework within which other, more detailed, plans shall be reviewed for consistency. The Master Plan includes any future modifications initiated by 350 South.

3.14 Minor Modifications. Any modification that is not considered a Major Modification and which shall include decisions and technical requirements routinely made at the staff or Technical Review Committee levels. Modifications that would have no impact upon the City, this Agreement, traffic, density or similar matters shall be considered Minor Modifications. Minor Modifications may be approved by the City Manager or his or her designee but shall be reported to the City Council and recorded with the City Clerk and Guilford County Register of Deeds.

3.15 Non-technical and Technical Terms. The definitions in N.C. Gen. Stat. § 160A-400.21 and the definitions in the City of High Point Development Ordinance on the Date of Adoption

shall control. Terms not defined by statute or ordinance but which are defined in this N.C.G.S. 160A, Article 3 shall control where used in this Agreement. All other terms shall be interpreted according to the latest edition of Webster's on-line dictionary.

3.16 NCDOT. The North Carolina Department of Transportation acting through its Board of Transportation, its Division, or its Division Engineer or his or her designee.

3.17 Phase. The term which describes the development sequences for purposes of current and future planning and improvements and which delineates specific sections of the Project on the Master Plan.

3.18 Project. And land improvements or development within the area described on Exhibit A and Exhibit B which is subject to this Development Agreement and any other land or lands which are added to the Project and covered by this Development Agreement.

3.19 350 South. The developer of the Project, its owners, agents, representatives, successors and assigns and any other property owner or owners holding fee title to property included within the Project's boundaries.

3.20 Transportation Improvements. Any internal or external construction of public or private roads serving the Project, including widenings of existing roads, construction of access points, curb and gutter, signals and signage.

3.21 Wetlands. Wetlands are those areas defined as wetlands under the Clean Water Act of 1972, 33 U.S.C. 1251 et. seq. and which are identified as wetlands by the U.S. Army Corps of Engineers Wetlands Delineation Manual.

ARTICLE 4
ADOPTION AND DURATION

4.1 Public Hearing. The City Council conducted a public hearing on November 19, 2012 to consider the approval and execution of this Agreement. Pursuant to N.C. Gen. Stat. §160A-400.24, the notice of public hearing specified, among other things, the location of the Development, the development uses proposed in the Development and a place where a copy of the Agreement could be obtained. The City Council approved this Agreement and the City's execution of the same, along with the Project's annexation and original zoning.

4.2 Duration. The term of this Agreement shall commence on the Date of Approval. Subject to any subsequent agreements extending the original duration as provided by N.C. Gen. Stat. §160A-400.25, this Agreement shall expire twenty years from the Date of Approval.

ARTICLE 5
DEVELOPMENT

5.1 Phasing.

5.1.1 The Project shall consist of two general Phases as depicted on the Master Plan attached as Exhibit B. The location of this depiction (the "Dividing Line") is conceptual only for purposes of planning infrastructure improvements and establishing a development schedule. However, it is generally agreed that the Dividing Line shall be located along Adkins Road.

5.1.2 Phase 1 shall consist of all tracts included within the Project as well as tracts which may later be added lying east and south of Adkins Road.

5.1.3 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 1 shall be developed during the Project's first and second five (5) year period. It is understood and agreed that 350 South cannot project future buildout with accuracy, and that this development schedule is conjectural in nature.

5.1.4 Phase 1 shall be developed according to the allowed uses and pursuant to the standards and controls established in the conditions adopted with the Project's original zoning to CZ-PDM..

5.1.5 All tracts of land outside the current Project perimeter which (a) lie generally east and south of Adkins Road and northwest of Sandy Ridge Road, and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 1 of this Agreement. It shall be deemed a material breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

5.1.6 Phase 1 shall not be developed until 350 South has acquired a tract or tracts which give 350 South direct access to Sandy Ridge Road.

5.1.7 Phase 2 shall consist of all portions of the Project not considered part of Phase 1, and more specifically shall be those tracts lying generally north and west of the Dividing Line.

5.1.8 For purposes of establishing a development schedule pursuant to N.C. Gen. Stat. §160A-400.25(2), Phase 2 is not anticipated to be developed prior to ten years following the Date of Approval. This time period is conjectural and established for planning purposes only.

5.1.9 It is expected that all tracts contained in Phase 2 currently used for agricultural or residential purposes shall continue in use as agricultural and residential land. It is not anticipated that the infrastructure will be in place prior to ten years and possibly beyond ten years from the Date of Approval to enable 350 South to develop Phase 2.

5.1.10 All tracts of land outside the current Project perimeter which (a) lie generally north and west of Adkins Road and south of Interstate-40 ~~(Business Route)~~, and (b) are later acquired by 350 South, a subsidiary of 350 South or any entity with common ownership shall be annexed into the City and made part of the Project's CZ-PDM zoning and Phase 2 of this Agreement. It shall be deemed a material breach of this Agreement for 350 South, acting for itself or through a subsidiary or entity with common ownership, to acquire and develop land within this area without first petitioning the City for annexation and original zoning. The City agrees that 350 South may acquire future tracts at different times until ready for all tracts to be annexed.

Comment [MVM3]: There is no Business 40 in or abutting High Point's jurisdictional area.

5.2 Water

5.2.1 The City has constructed and owns a 12 inch water line along Sandy Ridge Road running to a point south of Endicott Road near the Piedmont Triad Farmer's Market. 350 South has determined and the City agrees that the Sandy Ridge water line is not adequate to serve all parcels of land currently within the Project shown on Exhibit A.

5.2.2 The City agrees to construct water lines necessary to extend water service to the entire project and on a timeline that coincides with development. As the Project is engineered, the City and 350 South agree to work cooperatively to determine the most cost-beneficial options for extending water lines to serve the Project.

5.5.3 The City shall be responsible for all water lines under public streets. 350 South shall be solely responsible for connecting individual tracts to the City's water lines.

5.3.4 The City agrees that if Sandy Ridge Road is widened or its roadbed realigned for any reason, the City shall pay for all costs associated with moving water lines that serve the Project, including the reconstruction of lines and reconnection of laterals that serve the Project. The City further agrees that such reconstruction and reconnection shall be done in a manner that does not interrupt water service to the Project.

5.3.5 The City agrees to waive all annexation fees, including all water capacity fees, for water service for the Project.

5.3 Sewer – Phase 1

5.3.1 The City owns and maintains a sewer outfall that runs along the West Fork of the Deep River to a point west of Phase 1.

5.3.2 The City has committed at its own expense to design, permit and construct a 12 inch sewer outfall from the West Fork of the Deep River to the northeastern corner of Tax Parcel 0171055 (identified as Tract S on Exhibit B) near a point where it abuts Guilford County Tax Parcel identified as PIN # 17-95-7080-A-1158-00-0028. This line is and shall be known as the "Adkins Line." The Adkins Line is in the permitting phase.

5.3.3 The City agrees to provide for continued funding of the Adkins Line in future fiscal years in an amount adequate to complete its construction without any delays other than delays caused by NCDENR permitting review or ground conditions that are beyond the City's control.

5.3.4 The City agrees to expedite, to the extent possible, the permitting and construction of the Adkins Line if necessary for 350 South to attract or negotiate an agreement with a company or companies locating in the area described as Phase 1.

5.3.5 350 South shall be solely responsible for connecting individual tracts to the Adkins Line.

5.3.6 The City agrees to waive all annexation fees, including all sewer capacity fees, for sewer service for the Project.

5.4 Sewer – Phase 2

5.4.1 The City has committed at its own expense to design, permit and construct a sewer outfall from the West Fork of the Deep River to a point at or beyond Interstate-40 ~~(Business Route)~~ and across parcels identified as Tracts A, B, J, H and L on Exhibit B that is adequate to serve the future needs of Phase 2. This line shall be known as the "Outback Line."

Comment [MVM4]: See comment on page 8.

5.4.2 The Outback Line may, at the City's election, be designed, permitted and constructed prior to being needed by 350 South for the development of Phase 2.

5.4.3 Solely for purposes of anticipating the time when the City shall be obligated to commence design, permitting and construction of the Outback Line, it is anticipated that the parcels located in Phase 2 shall continue to be used for agricultural and residential purposes only for at least the first five year period following the Date of Adoption and that there is a reasonable likelihood that Phase 1 shall require up to ten years to be developed before Phase 2 is commenced.

5.4.4 350 South shall be solely responsible for connecting individual tracts to the Outback Line.

5.5 Transportation

5.5.1 Traffic Impact Analysis

5.5.1.1 The City and 350 South agree that the Project's transportation needs and improvements as of the Date of Adoption are conceptual in nature and will evolve as the Project develops.

5.5.1.2 Road improvements within the Project and along public roads adjoining the Project, to the extent possible, shall be determined by a Traffic Impact

Analysis (TIA) conducted by a ~~licensed~~ professional engineer licensed in the State of North Carolina. Studies shall conform with the policies, format, and guidelines established by the City of High Point and NCDOT, as applicable. ~~whose S~~studies shall be conducted at 350 South's sole expense.

Comment [GLB5]: Mark's comment

5.5.1.3 At the time of annexation and original zoning, the City shall only require 350 South to provide a Traffic Impact Analysis which identifies and analyzes the likely improvements to Sandy Ridge Road and other public roads and rights-of-way that would be needed to provide access from Sandy Ridge Road to portions of Phase 1, and to mitigate the Project's anticipated traffic impact thereto.~~of the Project's anticipated traffic to Sandy Ridge Road.~~ Improvements ~~to Sandy Ridge Road~~ as identified in the initial TIA and subsequent updates and amendments shall be the responsibility of 350 South.

5.5.1.4 350 South shall provide a new or updated TIA each time an additional tract or tracts of land are annexed and become part of the Project. Any TIA that has "aged out" beyond its initial five (5)-year horizon window plus one (1) year, shall not be updated or modified to accommodate development expansion. A new TIA will be required in such instances.

5.5.1.5 When 350 South develops any portions of Phases 1 or 2, an updated TIA may be required which analyzes road and transportation improvements required to serve the new development. In determining whether a new TIA is required at the time of development, the City's ~~Director of~~ Transportation Director shall consider whether the TIA performed at the time of annexation and original zoning adequately analyzed the newly developed part of the Project.

A "technical memorandum" may be used for proposed additions that add less than 150 peak hour trips. This format is primarily used to document changes that do not require additional analysis or improvements. No more than two (2) technical memorandum amendments will be permitted before a more comprehensive study is required. A revision of this type may include the collection of new data, broader study area parameters, extended traffic operations analysis, and the identification of improvements to mitigate the associated traffic impacts.

Comment [MVM6]: 1) Should determination be by "City Manager or his or her designee", as in Sect. 3.14?
2) This seems very subjective and arbitrary, without any thresholds or limits for consideration. Should this be tied to major amendments and/or modifications, or some other triggering mechanism? I will work on some replacement language.
3) If this paragraph can be better defined, then 5.5.1.6 below is not necessary.

Comment [GLB7]: Mark's comment

~~5.5.1.6 In the discretion of the City's Director of Transportation, 350 South may or may not be required to update any existing TIA or conduct a new TIA depending upon the size and traffic generation of any new development within either Phase.~~

5.5.2 Transportation Improvements

5.5.2.1 Except as provided herein, the construction of and improvements to the Project's internal roads shall be at 350 South's sole expense. ~~The connector between Gallimore Dairy Road and Boylston Road, which was considered by the City prior to 350 South's discussions with the City, is not considered to be one of the Project's internal roads.~~

Comment [MVM8]: The Gallimore to Boylston connector exists only as a placeholder on the Comprehensive Transportation Plan. It "connects the dots" with a link that could be necessitated by future growth and development. Since it lies entirely within the 350 South development area, its need will be driven entirely by 350 South.

5.5.2.2 Except as provided herein, all improvements to adjoining public roads required by a TIA shall be at 350 South's sole expense.

5.5.2.3 350 South agrees to dedicate right of way necessary to accommodate the widening of Sandy Ridge Road and the construction of public roads serving the internal portions of the Project which further the Project's development. 350 South may elect to dedicate right of way to serve the realignment of Sandy Ridge Road to the extent such realignment bisects land now considered developable for the Project. However, it is acknowledged that certain alignments of Sandy Ridge Road could seriously impair or eliminate the development of a portion of the Project and would be considered a taking. ~~350 South may also elect to dedicate right of way for the construction of any other road planned by NCDOT or the City, such as the Gallimore Road to Boylston Road connection. However, it is acknowledged that certain road alignments could impair or eliminate development of a portion of the Project and would be considered a taking.~~

Comment [GLB9]: Mark's comment

5.5.2.4 The realignment of Sandy Ridge Road, to the extent required by NCDOT, shall not be a cost imposed by this Development Agreement on 350 South.

5.5.2.5 Realignments and improvements ~~of~~to existing roadways and intersectionsbordering the 350 South development area ~~Gallimore Dairy Road or Clinard Farm Road at Sandy Ridge Road~~ shall be at the sole expense of either the City of High Point or NCDOT, as an agency of the State of North Carolina, if the TIA concludes that ~~all~~ such improvements are necessitated by existing traffic conditions. However, if the TIA concludes that the traffic impact of ~~added by~~ 350 South's development contributes to the need for realignments and improvements ~~to either Gallimore Dairy or Clinard Farm Road~~, then 350 South shall be required to contribute to ~~a percentage of~~ the cost of improvements proportional to its impact on ~~equal to the percentage of traffic it adds to~~ the roadway system.

Comment [MVM10]: This is too specific in that it only addresses GDRd and CFRd. Future impacts could occur at other locations (National Service Rd, for example), and along other existing routes (Adkins Rd and Endicott Rd).

5.5.2.6 350 South shall be required to make any other improvements recommended by a TIA to mitigate the additional burden to the transportation system created by the Project's traffic generation. ~~However, 350 South shall not be required to construct at its sole expense roads or roadway improvements which may be needed but whose need is pre existing or created by other traffic generators.~~ If the roads or roadway improvements are necessitated both by 350 South and existing traffic conditions, then 350 South shall be required to pay ~~100% of~~ its proportionate costs.

Comment [MVM11]: At this time this would only apply to the Sandy Ridge Rd project. There are no other identified projects or "pre-existing" needs in the area that are not development-driven.

5.5.2.7 As an alternative to 350 South paying for the construction of improvements required by a TIA, the City may elect to make certain improvements or a portion thereof or to pay for certain improvements or a portion thereof in exchange for an equivalent amount of land credits.

5.5.3 Public Road Extensions

5.5.3.1 As of the Date of Adoption, it is anticipated that the Project will require the construction or improvement of two public roads to serve the Project, one being a north/south road which will extend Adkins Road to a point near the present terminus of Norcross Road (the "Adkins Road Extension"), and the other being an east/west road running from a point on Sandy Ridge Road near the Piedmont Triad Farmer's Market westerly to an undetermined point within parcels A of H as shown on Exhibit B. The east/west road could involve the realignment of Norcross Road, ~~or~~ Endicott Road, or both (the "Endicott/Norcross Extension").

Comment [MVM12]: Where?

5.5.3.2 The City agrees that at the next possible opportunity it will place both roads described in paragraph 5.5.3.1 onto the City's Comprehensive Transportation Plan (CTP) for the High Point Metropolitan Planning Organization. However, it is understood and acknowledge that the CTP is intended for long-range planning purposes only, does not represent documented transportation needs, is fiscally unconstrained, and does not imply that funding is or will be available for improvements when such is identified.

Comment [MVM13]: The language here cannot be such that it could imply that the addition of Norcross and Endicott Roads to the CTP sets any priority to their improvement/construction by the City or NCDOT.

5.5.3.3 The City may also elect to participate in the cost of construction or a portion thereof of the Adkins and/or Endicott/Norcross Extension improvements or to make certain improvements or a portion thereof in exchange for an equivalent amount of land credits.

5.7 Wetlands

5.7.1 The Master Plan attached as Exhibit B shows generally the location of some of the wetlands within the Project boundaries.

5.7.2 The City acknowledges that landowners can preserve or improve wetlands, thereby creating a bank of sellable credits.

5.7.3 To the extent allowed by federal or state law, nothing herein shall prevent 350 South from selling wetland credits to purchasers. Additionally, the sale of wetland credits shall not change or alter the calculation of open space or stream buffer requirements within the Project.

5.7.4 As provided in N.C. Gen. Stat. § 160A-400.25(5), all stream buffers and wetlands shall be protected as provided in all state and federal regulations. Agreeing to such protections shall not preclude 350 South from applying for stream buffer variances or 401 and 404 permits.

5.8 Allowed Uses

5.8.1 The uses allowed within the Project shall be those uses contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.8.2 A future amendment to the Project's zoning that adds allowable uses determined by the Planning Director to be of equal or lesser intensity than similar uses already allowed shall not require a major modification of this Agreement.

5.8.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all zoning needs and the types of uses that will or should be included in the Project and that 350 South may from time to time request modifications to the list of allowed uses.

5.9 Development Standards

5.9.1 The development standards allowed within the Project shall be those standards contained in the conditions adopted as part of the original zoning to CZ-PDM.

5.9.2 A future amendment to the Project's zoning that (a) reduces setbacks adjoining residential uses or (b) reduces design standards shall be considered a major modification to this Agreement which must follow the procedures for major modifications. Any other zoning amendments to the Project's development standards shall be considered minor modifications.

5.9.3 It is agreed that, as of the Date of Adoption, it is not possible to anticipate all design standard and dimensional requirements related to future development and and that 350 South may from time to time request modifications to the Project's development standards.

5.9.4 The common signage plan required by the City's Development Ordinance shall be submitted at the time of preliminary subdivision approval, group development plan approval or site plan approval.

ARTICLE 6
RECITATIONS PURSUANT TO N.C. GEN. STAT. § 160A-400.25

6.1 General. Pursuant to N.C. Gen. Stat. § 160A-400.25, the following provisions are made part of this Development Agreement.

6.2 Legal Description. As provided in N.C. Gen. Stat. § 160A-400.25(1), 350 South has attached the Project's legal description as Exhibit A.

6.3 Duration. As provided in N.C. Gen. Stat. § 160A-400.25(2), the duration of this Agreement shall be twenty (20) years from the Date of Approval, unless extended by subsequent Development Agreements.

6.4 Uses, Densities and Building Types. As provided in N.C. Gen. Stat. § 160A-400.25(3), it is agreed that the uses allowed within the Project shall be those uses allowed in the original zoning to CZ-PDM and any uses that may be added from time to time. As of the Date of Adoption, there are no planned buildings or building types, and it is not possible to describe or

specify the design or placement on individual sites. All buildings shall be governed by the Development Standards specified in the original zoning conditions within the CZ-PDM zoning district and any subsequent development standards adopted from time to time as part of the Project's CZ-PDM standards or this Agreement. Notwithstanding the foregoing, the buildings anticipated in the Project in Phase 1 are buildings that would serve primarily corporate headquarters, light industrial uses and other high job-generating uses. During the initial five-year phase and following years, it is not anticipated that new buildings will be constructed in the area designated as Phase 2 because utilities will not have been constructed to serve such uses. Once utilities are in place, it is anticipated that residential and agricultural buildings will be replaced over time by buildings similar to those in Phase 1.

6.5 Description of Public Facilities. As provided in N.C. Gen. Stat. § 160A-400.25(4), the public utilities and transportation needs are more fully described in Article 5 of this Agreement. No schools are planned or needed to serve the uses in either Phase 1 or 2.

6.6 Dedication of Land and Environmentally Sensitive Property. As provided in N.C. Gen. Stat. § 160A-400.25(5), dedication of right of way for the construction of roadways is more fully described in Article 5. No other land is proposed to be dedicated for public purposes. All streams and other wetlands within the Project shall be fully protected as required by all local, state and federal regulations, including the recognition and protection of all stream buffers.

6.7 Description of Development Permits. As provided in N.C. Gen. Stat. § 160A-400.25(6), the local development permits required for the development of the property includes: (a) all building permits, as and when required; (b) sedimentation and erosion control permits; (c) NCDOT driveway permits; (d) NCDOT encroachment agreements; (e) 404 and 401 permits (to the extent required when sewer lines and roads disturb streams or wetlands); and (f) the Watershed Development Plan. 350 South acknowledges that the failure of this Development Agreement to address a particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing such permit's requirements, conditions, terms or restrictions.

6.8 Conditions or Restrictions for Public Health or Safety. As provided in N.C. Gen. Stat. § 160A-400.25(7), the City does not require any special or additional conditions to address public health or safety beyond (a) requirements made necessary by the North Carolina Building Code; (b) transportation improvements required in the original and each successive TIA; and (c) the protections of streams, waterways, wetlands and watersheds as required in local and state regulations. Public welfare is addressed in the setback provisions and development standards included in the zoning conditions submitted with 350 South's application for original zoning.

6.9 Historic Structures. As provided in N.C. Gen. Stat. § 160A-400.25(8), there are no known historic structures within the Project to be preserved or protected or otherwise.

ARTICLE 7
PERIODIC REVIEW AND DEFAULT

7.1 Periodic Review.

7.1.1. Pursuant to N.C. Gen. Stat. § 160A-400.27(a), the Planning Director or other City Manager designee shall conduct a periodic review (the "Periodic Review") at least every 12 months, at which time 350 South shall be required to demonstrate good faith compliance with the terms of this Agreement.

7.1.2 If, as a result of the Periodic Review, the City finds and determines that 350 South has committed a Material Breach of the terms or conditions of the Agreement, the City shall serve written notice and provide 350 South a reasonable time in which to cure the breach as provided in N.C. Gen. Stat. § 160A-400.27(b).

7.1.3 If 350 South fails to cure the Material Breach within the time given, then the City may unilaterally terminate or modify the Agreement, provided, however, that the notice of termination or modification or the finding of breach may be appealed to the City of High Point Board of Adjustment in the manner provided by N.C. Gen. Stat. § 160A-400.27(c).

7.1.4 The statutory requirement of a Periodic Review no less than annually shall not preclude the City from reviewing 350 South's performance on a more frequent basis.

7.2 Default

7.2.1 Only the failure of a party to comply with Materials Terms of this Agreement shall constitute default.

7.2.2 Remedies for default shall be those remedies allowed or provided for pursuant to N.C. Gen. Stat. § 160A-400.27.

7.2.3 Performance by either party within a reasonable time shall constitute cure of default.

7.2.4 350 South's failure to comply with any other provision contained in this Agreement or within the zoning conditions approved by the City and incorporated into the underlying CZ-PDM zoning district shall not be treated as a default but as violations of a zoning ordinance requirement.

7.2.5 As provided in Articles 3.17, 8.3 and 8.7 of this Agreement, the obligations of 350 South are binding upon successors in title and successors in interest. Notwithstanding such provision, in no event shall 350 South be jointly liable for the failure of a successor or assignee of any tract within the Project to comply with the terms of this Agreement or conditions or restrictions contained in the Project's CZ-PDM zoning ordinance.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the City and 350 South, and there are no promises, agreements, conditions or understandings, oral or written, express or implied, pertaining to the matters addressed herein other than as set forth or as referred to in this Agreement or as contained in the Development Ordinance or as expressed in the conditions and restrictions adopted as part of the original zoning to CZ-PDM, which conditions and restrictions are specifically incorporated into this Agreement by reference.

8.2 Construction. The City and 350 South and their respective legal counsel have reviewed and revised this Agreement. If terms or provisions are later disputed or determined to be ambiguous, the parties shall look first to a construction which is harmonious with the whole document and secondly to the intent of the parties to create a high quality corporate and business park in order to determine the appropriate interpretation.

8.3 Assignment. 350 South may assign its respective rights and responsibilities hereunder of all or any portion of the parcels that comprise the Project to subsequent land owners. No assignment of a portion of a tract or a portion of either phase will relieve 350 South of its responsibilities with respect to the remaining portion of the parcel or phase. Whether or not an assignment occurs, all subsequent owners of any portion of the Project shall be subject to the terms and provisions of this Agreement and the conditions attached to the Project's zoning.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

8.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

8.6 Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City and 350 South agree to cooperate in defending against such action; provided, however, each party retains the right to pursue its own independent legal defense.

8.7 Agreements to Run with the Land. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County, as required by N.C. Gen. Stat. § 160A-400.30. The provisions in this Agreement shall run with the land and be binding upon and an obligation of all successors in the ownership of the Project or any portion thereof.

8.8 Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

8.9 Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the persons signing this Agreement have the authority to bind the company or the City.

8.10 No Pledge of Faith and Credit. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation, nor shall any provision of this Agreement be construed or interpreted as delegating governmental powers or as a donation or a lending of the credit of City within the meaning of the Constitution of the State of North Carolina. This agreement shall not directly, indirectly or contingently obligate the City to make any payments beyond those appropriated by the City for any fiscal year in which this agreement shall be in effect. No provision of this agreement shall be construed to pledge or to create a lien on any class or source of City funds, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the City. To the extent of any conflict between this section and any other provision of this Agreement, this section shall take priority. The City has had this Agreement, and the incentives contemplated hereunder, pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply. This agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

8.11. Modification~~Amendment~~. The terms of this Agreement may be modified~~amended~~ by the mutual consent of the City and 350 South or their successors in interest. A Major Modification of any term of this Agreement shall follow the same procedures as required for the initial approval of this Agreement, which procedures shall include a public hearing as provided in N.C. Gen. Stat. § 160A-400.____ A minor modification~~amendment~~ to this Agreement shall recorded in the records of the City and 350 South but shall not require a public hearing.

8.12. Recordation. As provided in N.C. Gen. Stat. § 160A-400.30, 350 South shall record this Agreement in the Office of the Guilford County Register of Deeds within fourteen (14) days after the Date of Adoption.

8.1.3. Notices. Any notice, demand or communication which is required or may given to another party in writing shall be delivered or addressed to the other at the address below or to such other address as may be from time to time provided. Parties shall make reasonable inquiry to determine whether the names of the persons listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands or communications to the City shall be addressed to:

Mr. Strib Boynton
City Manager
P.O. Box 230
High Point, NC 27261
strib.boynton@highpointnc.gov

with copies to:

Mr. Lee Burnette
High Point Planning & Development Department
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to 350 South at:

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with copies to:

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Greensboro, NC 2740
_____@dhgriffin.com

Thomas E. Terrell, Jr.
Smith Moore Leatherwood, LLP
300 N. Greene Street, Suite 1400
Greensboro, NC 27401
tom.terrell@smithmoorelaw.com

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

350 South Land Holding, L.L.C.

By:_____
D.H. Griffin, Managing Member

City of High Point

By:_____
Strib Boynton, City Manager

Bland Properties Investments, LLC

By: _____
James Bland, Managing Member

_____
James S. Hedgecock

_____
Elizabeth A. Hedgecock

_____
Michael Raymond Hedgecock

_____
Christy M. Hedgecock

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

_____
City of High Point Finance Director

Exhibit A

Exhibit B

PLANNING AND ZONING COMMISSION RECOMMENDATION

On October 23, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. The applicant was not present, therefore, the request was continued to November 13, 2012, when the public hearing was concluded. All members of the Commission were present.

Kautilya High Point Hotel (Motel 6) Text Amendment Case 12-03

A request by Kautilya High Point Hotel (Motel 6) to amend the Development Ordinance sign regulations regarding electronic changeable copy signs.

Mr. Robert Robbins presented Text Amendment Case 12-03 and recommended approval as outlined in the staff report.

Speaking in favor of the request was the applicant's representative, Mr. Amit Kaershiu, 120 S.W. Cloverleaf Place, High Point.

No one spoke in opposition to the request.

The Planning & Zoning Commission had questions for staff pertaining to enforcement of the standards outlined in the proposed ordinance. Additionally, members inquired as to how the City deals with repeat violators.

The Planning & Zoning Commission recommended approval of Text Amendment Case 12-03, by a vote of 8-0, with the following amendments.

> Amendment #1 – The Commission recommended language be added to the Development Ordinance that will allow the City to revoke a repeat violator's permit to have an electronic changeable copy sign. If a business loses its permit for this type of signage due to repeat violations, it will not prelude a new business occupying the same property from applying for an electronic changeable sign.
>
> Amendment #2 – At staff's suggestion, the Commission recommended that Section 3, Part A – Section 9-5-16(g)(1)g entitled "Brightness" be amended to allow a maximum illumination level of 5,000 nits during daylight hours instead of 3,500 as stated.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
TEXT AMENDMENT CASE 12-03
October 23, 2012

Request	
Applicant: Kautilya High Point Hotel (Motel 6)	**Affected Ordinance Sections:** Section 9-2-2, *Definitions*, and Section 9-5-16, *Signs – General Regulations*
Proposal: To amend the sign regulations (Section 9-5-16) with regard to electronic changeable copy signs	

Background

The applicant is requesting changes to the Development Ordinance that will allow an electronic reader board (or changeable copy) sign to replace an existing manual message board (zip track) sign for the property at 126 SW Cloverleaf. The property is zoned Highway Business (HB).

In May of 2004, in response to the erection of several electronic changeable copy signs, the City Council approved an ordinance prohibiting such signs in all zoning districts except the Central Business (CB) district, and changing the definition to remove references that tied minimum display time to the speed limit of the adjacent roadway. Prior to that time, these signs were permitted in the non-residential zoning districts subject to the provisions of accessory freestanding signs or wall signs. Electronic changeable copy signs were widely prohibited in the City because they were perceived generally as a nuisance and a distraction to motorists, and because business operators often take advantage of the enforcement process, as violations of display time minimums, brightness, and control of scrolling or flashing movements are difficult to document and pursue, and so can recur, off and on, for the life of the sign.

Details of Proposal

The proposed amendment would change the definition of a electronic changeable copy sign (Section 9-2-2(k)(12)) to one that is more inclusive and more commonly used. It should be noted that the definition specifically excludes traffic control signage or other official signage that may be electronic in nature.

The amendment also affects Section 9-5-16, regarding general regulations for signs. First, Section 9-5-16(b) is amended to permit electronic changeable copy signs in the Highway Business (HB) zoning district. These signs will continue to be permitted in the Central Business (CB) district. Second, a new Section 9-5-16(g) would be added with specific regulations for electronic changeable copy signs. This section requires, among other things, that such signs that are considered as accessory freestanding signs may not have an area greater than 33% of the total permitted area of the freestanding sign and must be located on the same support structure, and that only one electronic changeable copy sign may be permitted per zone lot. Brightness controls and a light sensing device that will automatically adjust the brightness as ambient light conditions change would also be required.

The new Section 9-5-16(g) contains regulations specific to electronic changeable copy signs in the CB district that would allow such signs as wall signs not exceeding 25% of the permitted signage area of the wall on which it is located, and as marquee signs not exceeding 50% of the marquee area. It also contains regulations specific to such signs in the HB district that relate to how messages may be displayed, the minimum rate of change from one message to another, and the use of color.

Lastly, Section 9-5-16(e) would be amended to reference the regulations summarized above, and because of the insertion of a new subsection (g), all succeeding sections are re-lettered.

Analysis

The applicant operates the Motel 6 off SW Cloverleaf at Business 85, and wishes to replace the existing manual changeable copy (reader board) sign that is located with the business ID sign, with an electronic changeable copy sign. The property is zoned Highway Business (HB), and the Development Ordinance does not permit such signs in the HB district. This text amendment request is, therefore, to permit electronic changeable copy signs in the HB district. The HB district zoning is located primarily along major transportation corridors throughout the City, notably N. Main St. north of Eastchester, S. Main St. adjacent to and south of Business 85, E. Lexington Ave. east of U.S. 311/I-74, and certain sections of Eastchester Dr. which would not be eligible for electronic signs due to the Eastchester Scenic Corridor Overlay regulations.

The proposed amendment establishes several general controls that would apply to electronic changeable copy signs in both the HB and CB districts, and then sets forth separate additional controls for such signs in each of the two districts. Regulations regarding size in relation to accessory freestanding signs, number, brightness, personalized messages and malfunctions are uniform to signs in both districts. The regulations that would apply only in Central Business will allow such signs as wall or marquee signs in addition to accessory freestanding signs, with size limitations. Those that would apply only in Highway Business control the display of messages, rate of change of the message, and color, which would help reduce driver distraction caused by such signage in this auto oriented zoning district.

When the sign code was amended in 2004 to prohibit such signs in all but the CB district, concerns were raised over several “nuisance” elements; brightness, movement, display time and images. Today, brightness can be factory set and certified by the manufacturer, but other issues remain. Companies that provide the program software for these signs usually include all the “bells and whistles”, such as the ability to scroll messages, vary light intensity, flash, produce sparkle or twinkle effects, vary colors, fade in or out, and generally simulate motion. The sign owner may elect to not use these effects, but the software cannot be customized in a way that will prevent the sign owner from using them. Therefore, the major concerns about these types of signs are largely the same as in 2004. Whatever regulations are put in place will likely result in enforcement problems due to constraints in the enforcement process itself, lack of manpower to continually check for compliance, and changes in sign ownership or personnel responsible for the operation of the signs.

Recommendation

Staff recommends approval of the proposed amendment.

The proposed amendment will accomplish what the applicant desires, which is to allow an electronic version of their manual reader board sign, and staff has suggested regulatory measures not in the Development Ordinance currently, that are aimed at controlling the more undesirable effects such signs are capable of producing. Adding electronic changeable copy signs to only the HB district continues to limit their application, as they would not be permitted the GB, SC, LB, and NB districts, nor in any office or industrial district. And although enforcement issues would continue, the amendment would create an expanded "test area" to determine the effectiveness of the proposed regulatory controls until such time as the software for these signs can be preset to insure compliance.

Required Action

Planning and Zoning Commission:

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

City Council:

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

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) It is reasonable to update ordinances to reflect changes in technology; 2) Approving the proposed change only in the HB district will allow the effectiveness of regulations to control such signage to be evaluated without opening all areas of the City to electronic signs; and 3) Such signage, properly controlled, may benefit community businesses. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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

TEXT AMENDMENT 12-03
PROPOSED AMENDMENT TO THE
CITY OF HIGH POINT DEVELOPMENT ORDINANCE

An amendment affecting Sections 9-2-2 *Definitions*, and 9-5-16 *Signs – General Regulations*, regarding Electronic Changeable Copy Signs.

SECTION 1.

Section 9-2-2(k)(12), which is the definition of *Electronic Changeable Copy Sign*, shall be replaced in its entirety by the following:

(12) Electronic Changeable Copy Sign: ~~Any sign on which the copy changes automatically on a lampbank, such that the message or display does not run continuously in the travel mode and any message or display remains stationary for a minimum of two (2) seconds. Any sign on which the message or display runs continuously in the travel mode and/or on which any message or display does not remain stationary for a minimum of two (2) seconds shall be considered a flashing sign.~~ **A sign or portion thereof that displays electronic, non pictorial text information in which each alphanumeric character, graphic or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs, or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays, and also include projected images or messages with these characteristics onto buildings or other objects. Electronic changeable copy signs do not include traffic control or other official signage.**

SECTION 2.

Section 9-5-16(b) entitled *Prohibited Signs* is hereby amended as follows:

(3) Electronic Changeable Copy Signs, except in the Central Business (CB) **and Highway Business (HB)** zoning district**s**.

SECTION 3.

Part A. A new section 9-5-16(g) shall be added and shall read as follows:

(g) Electronic Changeable Copy Signs

(1) General

a. Districts Allowed: Electronic changeable copy signs shall be permitted in the Central Business (CB) and Highway Business (HB) districts.

b. Permit: A permit shall be required for all new electronic changeable copy signs, and for conversions from static signs to electronic changeable copy signs.

c. Location and Type: Electronic changeable copy signs shall be located on-site, as a portion of, and on the same support structure with a legal conforming accessory freestanding sign.

d. Size: The area of an electronic changeable copy sign may not exceed 33% of the permitted area of a freestanding sign, and shall be counted toward the maximum allowable signage.

e. Height: The height maximums shown in Tables 5-16-2 for accessory freestanding signs in the CB and HB districts shall apply to electronic changeable copy signs.

f. Number: Only one electronic changeable copy sign may be permitted per zone lot.

g. Brightness:

1. Maximum brightness levels for electronic changeable copy signs shall not exceed 3,500 nits during daylight hours and shall not exceed 500 nits between dusk and dawn, as measured from the sign face.

2. Prior to the issuance of a sign permit, the applicant shall provide a written certification from the sign manufacturer that the light

intensity has been factory pre-set not to exceed 3,500 nits.

3. **All electronic changeable copy signs shall have a light sensing device that will adjust the brightness in real-time as ambient light conditions change, so that the sign does not exceed the maximum brightness levels allowed by this section.**

h. Personalized Messages: The display of personalized "smart" messages that are triggered or initiated by license plate recognition, facial recognition or by reading or analyzing electronic signals from traffic or an individual vehicle, is prohibited unless used in a public emergency or public service capacity.

i. Malfunctions: Any electronic changeable copy sign which malfunctions, fails, or ceases to operate in its usual or normal programmed manner, causing therein motion, flashing, movement or an inability to read the text of the message clearly shall be turned off, or shall display a blank screen until repairs can be made.

(2) Electronic Changeable Copy Signs in the CB District

In addition to the provisions of 9-5-16(g)(1):

a. Location and Type: Electronic changeable copy signs in the CB District may be located on a wall or marquee.

b. Size: The area of an electronic changeable copy sign may not exceed 25% of the permitted signage area per wall, or 50% of the permitted signage area for a marquee.

c. Height: The height maximum shown in Table 5-16-3 for wall and marquee signs shall apply to electronic changeable copy signs.

(3) Electronic Changeable Copy Signs in the HB District

In addition to the provisions of 9-5-16(g)(1):

a. Display: The message displayed shall be static, and complete within itself, with no continuation of content to the next image or message. It shall be no more than four (4) lines of characters or symbols and/or ten (10) words, to allow passing motorists to read the entire copy with minimal distraction. Changes to the message displayed must be as instantaneous as is technologically feasible, with no flashing, zooming, scrolling, fading in or out, twinkling/sparkling, or other operating mode that imitates movement.

b. Rate of Change: The rate of change for each individual message shall not be faster than eight (8) seconds.

c. Color: The use of color is not limited, however, the entire text of an individual message shall be the same color, and shall not vary in intensity during its display frame.

Part B. The current sub-sections 9-5-16(g) through (o) will be re-labeled as sub-sections (**h**) **Signs for Historic Structures or Properties**, through (**p**) **Variances**, in the same order.

SECTION 4.

Part A. Section 9-5-16(e), *Signs Requiring a Permit*, is hereby amended as follows:

(e) Signs Requiring a Permit

All signs except those listed in Subsections 9-5-16(c) and (d) above, shall not be installed until a sign permit has been obtained. The size, height, permitted illumination, setback, and number of signs permitted is specified in Tables 5-16-2 and 5-16-3, ~~and~~ Subsection 9-5-16(f) (Outdoor Advertising Signs (Billboards))**, and Subsection 9-5-16(g) (Electronic Changeable Copy Signs).** Unless otherwise specified, all signs shall be restricted to on-site locations. For the purposes of sign permitting, an Integrated Multiple Use Development (IMUD) shall be considered a single zone lot.

Part B. Section 9-5-16(f)(12), *Nonconforming Signs,* shall be amended to read as follows:

(12) Nonconforming Signs: Nonconforming outdoor advertising signs may be continued in accordance with the provisions of Subsection 9-5-16**(m) (Nonconforming Signs)**.

Part C. Section 9-5-16~~(l)~~**(m)**(4) *Annexation, Map Amendment or Text Amendment*, shall be amended to read as follows:

(4) Annexation, Map Amendment or Text Amendment: Any sign that is made nonconforming by reason of annexation, zoning map amendment, or any subsequent amendment to the text of this Ordinance, shall be removed or brought into compliance as provided in Subsection 9-5-16~~(l)~~**(m)**(1) (Signs Existing on Effective Date).

SECTION 5.

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

SECTION 6.

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

SECTION 7.

This ordinance shall become effective upon adoption.

STRIB BOYNTON

From:	STRIB BOYNTON
Sent:	Wednesday, March 13, 2013 2:20 PM
To:	BECKY SMOTHERS; BERNITA SIMS; Britt Moore; Foster Douglas; JASON EWING; JAY WAGNER; JEFFREY GOLDEN; JIM DAVIS; JUDITH MENDENHALL
Cc:	JOANNE CARLYLE; LEE BURNETTE; LISA VIERLING; CINDY DUNCAN-SMITH; PAT PATE; RANDY McCASLIN; tom.terrell@smithmoorelaw.com
Subject:	FYI on 350 South

Good Afternoon,

This is a quick heads-up memo regarding an item for Monday's agenda. The agenda will include a requested and recommended time extension to complete the necessary development agreement and synthetic TIF for the 350 South project.

JoAnne, Lee and I met earlier this week with Tom Terrell to review ideas for the development agreement including some possible synthetic tax increment financing of infrastructure improvements. It was very positive meeting.

We now have a much clearer idea of what the developer is proposing. If all works out as we anticipate, the city and the developer will jointly share in the costs of development. The original idea called for the city to commit to finance whatever water, sewer and street improvements might be needed throughout the entire development over the next 10 or 20 years. Under that original idea, the city's cost/exposure would easily be more than $10.0 million. That would be money we do not have, and would not have over the next 10 or 20 years.

While details need to be worked out with clear language, the basic idea now involves the city financing and installing the major water and sewer improvements for a smaller Phase 1, and the developer financing and installing the street and related improvements for the Phase 1 development. The rough estimated cost for the water and sewer improvements for Phase 1 are in the $1.0 to $1.5 million range. I do not know the cost of the road improvements, but they would be designed and constructed to city standards.

The city would recover some of our costs from future water, sewer and property tax revenues. The developer would recover some of his street and related improvements from future property tax revenues from new private investments in the Phase 1.

We will review more with you on Monday. Tom and I will be asking you to extend the deadline another month so we can come back to you with a completed development ordinance including a synthetic TIF.

Please call me if you have any questions in the meantime.

Many thanks!

Stirb

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 9, 2012

MEMO TO: Strib Boynton, City Manager
Members of City Council

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Summary of Progress on Prior Management Letter Suggestions

Over the years, the City of High Point has received a variety of comments from our auditing firms about ways to improve the City's management and internal controls and practices. At this time when we receive the current year's recommendations and findings, I continue to feel it is appropriate to provide feedback to you and the members of City Council as to the City's response for these items. As a reminder, there is no separate management letter due to the changes in auditing standards for 2007, but all recommendations and findings are included as required communication letters in the audit report.

Fiscal Year June 30, 2012

Auditors could find **NO** compliance findings to report in this current fiscal year. No issues reported for Management's consideration.

Historically, the City has also presented a summary of prior years' management letter comments and recommendations and the status thereof. The following summary provides Council a historical perspective of the improvements made in the financial management and operations of the City.

Fiscal Year June 30, 1998

No separate management letter was provided to City Council because the audit firm Dixon Odom PLLC discovered matters involving significant deficiencies in the operation of controls over financial reporting and compliance with federal and State grant programs as below:

98-1 State statutes say that no obligation may be incurred in a program, function or activity unless there is an adequate unobligated balance sufficient to pay for that transaction in the current year. During the year ended June 30, 1998, the City expended amounts in excess of appropriations in four areas.

Status: **COMPLETED** May 1999. Improved budget controls and management expectations that all expenditures and obligations of the City will be adequately budgeted.

98-2 Reported expenditures on Department of Justice grants exceeded actual expenditures.

Status: **CORRECTED** during FY 2000. The Financial Services Department began reviewing and reconciling grant financial reports to the City's accounting records.

98-3 Reported expenditures on Powell Bill report included ineligible expenditures.

Status: SOME IMPROVEMENT during FY 1999. **COMPLETED** in FY 2000.

Fiscal Year June 30, 1999

I was hired in March 1999, three months before year end. I directed my team immediately to correct the significant problems from the prior year. I also asked the audit firm Dixon Odom PLLC for a complete assessment of management recommendations. These were reported as follows:

99-1 Recommended that items not fixed assets be purchased in the appropriate accounts and that only fixed assets be purchased in capital outlay accounts. They also recommended that assets be purchased in the fund where they are to be used, not purchasing them in one fund and transferring the item to another fund.

Status: NOTED IMPROVEMENT during FY 2000. FURTHER IMPROVED during FY 2001. **COMPLETED** during FY 2002.

99-2 Recommended reviewing balance sheet accounts monthly and reconciling significant balance sheet accounts to supporting records on a monthly basis.

Status: SOME IMPROVEMENT during FY 2000. **COMPLETED** during FY 2001

99-3 Cash receipts were not being deposited daily in accordance with state statutes in Community Development, landfill and parking.

Status: IMPROVED during FY 2000. **COMPLETED** in FY 2001

99-4 Bank reconciliations were not being performed on a timely basis.

Status: IMPROVED during FY 2000. **COMPLETED** in FY 2001

99-5 Activity in long term investments need to be monitored during the year and changes in market value recorded more than annually.

Status: **COMPLETED** in March 2000

99-6 Recommended the City create a comprehensive accounting procedures manual.

Status: Some groundwork was done on this during FY 2000. **COMPLETED** FY 2001.

99-7 Segregation of duties and responsibilities problems in Collections Division at City Hall and City Hall at the Mall locations.

Status: **COMPLETED** in January 2000

99-8 Blank checks were signed in advance of preparation and lack of controls over blank check stock.

Status: **COMPLETED** in November 1999

99-9 City had not changed to reflect proper accounting and budgeting for sales tax revenues in water and sewer funds in accordance with State law.

Status: **COMPLETED** in June 1999

99-10 Expenditures in two capital project budgets exceeded budgeted appropriations by small amounts as a result of audit entries at year end.

Status: **CORRECTED** in July 1999

Fiscal Year June 30, 2000

This was the year of transition. The following comments, some of which were noted in the prior year, were reported to City Council following a period which involved replacing a number of my staff.

00-1 Noted improvement in fixed asset accounting, but more improvements were recommended, as well as a new recommendation that the fixed asset threshold be raised (See also 99-1).

Status: IMPROVED in FY 2001. **COMPLETED** during FY 2002.

00-2 Recommended reviewing balance sheet accounts monthly and reconciling significant balance sheet accounts to supporting records on a monthly basis (See also 99-2).

Status: SOME IMPROVEMENT during FY 2000. **COMPLETED** during FY 2001

00-3 Cash receipts were not being deposited daily in accordance with state statutes in landfill and parking (See also 99-3).

Status: **COMPLETED** in FY 2001

00-4 Bank reconciliations were not being performed on a timely basis (See also 99-4).

Status: IMPROVED during FY 2000. **COMPLETED** in FY 2001

00-5 Recommended the City create a comprehensive accounting procedures manual (See also 99-6).

Status: Some groundwork was done on this during FY 2000. IN PROGRESS during FY 2001.

00-6 Invoices were not being paid on a timely basis and suggested City examine its processes for improvement.

Status: **COMPLETED** in November 2000, as separately reported to City Council.

00-7 Detailed listing of outstanding loans at June 30, 2000 could not be provided by Community Development Department.

Status: **COMPLETED** in June 2001.

Fiscal Year June 30, 2001

The City conducted an RFP process for audit services in the Spring of 2001 and selected McGladrey & Pullen as its auditors beginning with the Fiscal Year End June 30, 2001 audit.

01-1 Recommended the City establish an EDP Steering Committee of primary user departments to compensate for low segregation of duties and controls within the Computer Services Division.

Status: **COMPLETED** in December 2001.

01-2 Noted additional improvement in fixed asset accounting, but more improvements were recommended, as well as a new recommendation on multi-year capital projects. (See also 99-1 and 00-2).

Status: **COMPLETED** within system limitations during FY 2002.

01-3 Recommended updating the City's purchasing policies and practices and approvals to State's current statutory limits as an efficiency improvement.

Status: IN PROCESS during FY 2002, FY 2003, FY 2004, FY 2005. **COMPLETED** FY 2006. The State made additional comprehensive changes to construction contract processes and provided alternatives to several existing purchasing statutes in January 2001 and again in January 2002. City Council adopted a written policy for the City Manager's purchase and contract authority November 6, 2003. The Purchasing Division prepared an updated purchasing policies and practices document for City staff and was prepared to distribute it in August 2005.
Status: The General Assembly made several revisions to finance and purchasing laws during the summer of 2005. City Council adopted these changes in the Code of Ordinances November 6, 2006. The City's purchasing practices have been significantly improved and automated with the new ERP Lawson financial software. These improvements and procedures are being incorporated in the newest document. The latest Purchasing Practices and Procedures Manual was released in Spring 2008.

Fiscal Year June 30, 2002

02-1 Recommended evaluating the need to acquire a new fixed asset system to meet new needs defined by GASB Statement Number 34 for reporting and depreciation of assets.

Status: **COMPLETED** during FY 2003. During FY 2003, staff cleaned up the underlying fixed asset data for conversion, evaluated software packages, and made a recommendation for a new fixed assets software program.

02-2 Recommended the City proactively monitor federal and state grant programs, especially Weed and Seed Grant program, to expend grant money more quickly.

Status: **COMPLETED** during FY 2002.

Fiscal Year June 30, 2003

03-1 Recommended purchasing a new fixed asset software program system to meet new needs defined by GASB Statement Number 34 for reporting and depreciation of assets (See also 02-1).

Status: IN PROCESS during FY 2003 and FY 2004. Staff has cleaned up the underlying fixed asset data for conversion, evaluated software packages, and made a recommendation for a new fixed assets software program. **COMPLETED** during FY 2005. Implementation and conversion was done during Spring 2005 and the software was used for the FY2005 audit procedures.

Fiscal Year June 30, 2004

04-1 Recommended reviewing the Business Office collections process to ensure that timely and accurate deposit information is posted to the financial software.

Status: **COMPLETED** November 2004. The Customer Services Department and the Financial Services Department reviewed the operations and procedures in the Collections area and identified opportunities to improve the flow of information from the Business Office to the Accounting Division. Staff has changed procedures to make the improvements identified and changed certain aspects of the organizational structure to facilitate the permanency of the workflow improvements.

Fiscal Year June 30, 2005

05-1 Recommended changing procedures for payments of building permits from the Permitting Office to the Collections Office.

Status: **COMPLETED** November 2005. The Inspections Department and the Financial Services Department reviewed the current permits processes and custody controls during the flow of payment transactions. We maintain our commitment to a customer-centered focus in the permitting process, including the payment of fees in the Permitting Office. Cash on hand at the end of the day averages less than $80. To minimize risk, the Permitting Office acquired an under-counter safe in June 2005. An overnight bag is being prepared at the end of each day and is held overnight in the Collections Office vault. Deposits are reconciled and remitted to the Collections Office daily the following morning.

Fiscal Year June 30, 2006

06-1 Recommended changing procedures and practices to improve year-end cutoff of capital construction liabilities for the City's increasing number of capital projects.

Status: **COMPLETED** May 2007. The Financial Services Department revised the vacant existing fixed assets technician position to a more comprehensive senior financial manager position with responsibilities to include capital assets and capital project administration.

06-2 Recommended improving interdepartmental communication, especially from the Fire Department, for departments entering into financial arrangements to inform the Financial Services Department of these arrangements.

Status: **COMPLETED** December 2006. The Fire Department and the Financial Services Department reviewed the circumstances of the Hurricane Katrina reimbursements and believe the auditor's observations are an isolated event.

Fiscal Year June 30, 2007

07-1 The May 2007 interest expense transaction for the revenue bonds was recorded twice, once with the actual cash disbursements transaction as well as by a journal entry. The duplication was discovered after the auditors had begun fieldwork

Status: **COMPLETED** September 2007. This was the first cash payment made for interest expense on the revenue bonds resulting in minor confusion by responsible staff, thus duplicating the entry. The expenditure analysis routinely performed monthly by staff was suspended this month due to the unusually heavy demands placed on staff resources from an unexpected software upgrade. The duplicate entry was corrected as part of the audit. Responsibilities have been clarified to prevent future occurrence.

07-2 The accrual of interest expense for outstanding bond issues was not correctly calculated, resulting in an understatement of the liability. The auditors discovered the error.

Status: **COMPLETED** September 2007. There have been no errors in previous years' calculations made by the Budget staff. The calculation error resulted from a spreadsheet fault made when updating for the new bonds issued in June 2006. The correcting entry was made as part of the audit. Because financial services staff maintain the outstanding debt files, they have assumed the responsibilities for the calculation of the accrued interest expense from the Budget Office to prevent future accidental oversight.

Fiscal Year June 30, 2008

08-1 The City did not update the calculation for the allowance for doubtful taxes receivable at June 30, 2008. The oversight was discovered after the auditors had begun fieldwork. An entry was made to later adjust the allowance account.

Status: **COMPLETED** October 2008. The City had just hired a number of new accounting staff immediately prior to year end and the normal practice of preparing the valuation adjustment was overlooked.

08-2 The process of recording accounts payable for invoices after fiscal year end missed some invoices that belonged in the fiscal year June 30, 2008, resulting in an understatement of the liability. The auditors discovered the error.

Status: IN PROGRESS October 2008. **COMPLETED** May 2009. In connection with normal communication of year-end procedures and invoice cut-off processes, the Treasury Services Division and Purchasing Division will conduct a procedure refresher training which will include specific discussion on accounts payable cut-off processes in the late Spring of 2009 prior to fiscal year end.

08-3 The City's bank account was not being reconciled within a reasonable period of time following month-end according to City accounting policy and practice.

Status: NOTED IMPROVEMENT December 2008. None of the individuals responsible for the reconciliations remain employed by the Financial Services Department. Bank reconciliation procedures have been reviewed and trained with new accounting division personnel. In addition there has been a realignment of organizational structure within the Accounting division. We completed the reconciliations through June 30, 2008 for the audit and are currently catching up all remaining reconciliations for the current fiscal year. **COMPLETED** May 2009. All bank reconciliations are being completed monthly within 20 days of month end. In addition, bank reconciliations are now being reviewed and approved by the Financial Services Director.

08-4 The federal Data Collection Form for the fiscal year ended June 30, 2007 was not filed within 30 days of the auditor's report.

Status: **COMPLETED** August 2008. We believe this is an isolated event due to the distractions caused by the implementation of the new payroll and human resources software. The Financial Services Director has formalized the process to review and verify all required reports are filed properly.

Fiscal Year June 30, 2009

09-1 In the Fiscal Year Ended June 30, 2008 audit report, the City did not include in the Schedule of federal and State expenditures the $500,000 eligible expenditures for the Allen Jay Recreation Center. The auditors felt and have reported this as a significant deficiency. The concern was discovered in a review of the grant for the receipt of the grant money in fiscal year ended June 30, 2009 audit.

Status: **COMPLETED** September 2009. The City had just hired a number of new accounting staff immediately prior to last fiscal year end and this grant was not known by the financial services staff at that time, but was known by the Pat Pate and Allen Oliver. We do believe this was an isolated event; however, in subsequent reviews of the circumstances for the omission, Pat and I identified an opportunity to further improve communication between the Budget Office and the Financial Services Department to include status reviews of current grants in addition to projected grant awards for the succeeding fiscal year.

09-2 The City's Transit Division staff was not reporting to the Federal Transit Administration the City's statistical information for disadvantaged business enterprises purchases.

Status: **COMPLETED** December 2009. Transit Division staff was aware of the reporting requirement, but had not received any communication from their previous fiscal year reports of any deficiencies in our submissions. In response to the immediate need, Purchasing profiled and researched over 150 vendors for the last 2 fiscal years and submitted our information report to the Transit Division which was subsequently completed and submitted by Transit staff on FTA's required forms.

09-3 The City was not including a reconciliation of the Comprehensive Annual Performance Evaluation Report (CAPER) to HUD's Integrated Disbursement and Information System (IDIS). The City was notified of this need in Fall 2008 following the submission of the 2008 CAPER.

Status: **COMPLETED** October 2009. Following notification from Mike McNair in Fall 2008 of this need, grant staff in the Community Development Department and Financial Services Department worked throughout the last year to reconcile IDIS and submit the same on the required but obsolete form HUD4949.3 and submitted the form with the 2009 CAPER.

09-4 This finding is a repeat of Finding 09-1 but reported separately as it relates specifically to the reporting of state grant awards and eligible expenditures.

Status: **COMPLETED** September 2009. See response to Finding 09-1.

Fiscal Year June 30, 2010

Auditors could find **NO** compliance findings to report in this year of many more federal and state grants, especially from the ARRA stimulus programs and the heightened awareness and transparency expected therein. No issues reported for Management's consideration.

Fiscal Year June 30, 2011

While it is unfortunate that the City received several compliance findings, we were pleased these issues were discovered because of our improving grant management oversight practices and, under professional standards, were self-reported to the auditors. The audit firm found no additional compliance issues during the examination of the City's grants and internal control structure.

11-1 The City failed to completely report all eligible federal and state expenditures for the Downtown Transportation Terminal as being eligible for reimbursement in the Fiscal Year Ended June 30, 2008 audit report. City staff discovered the oversight as part of our on-going Grants Management practices which were implemented beginning FY 2009. The auditors felt and have reported this as a significant deficiency eventhough we discovered and reported this to them under staff's professional responsibilities. The City received the grant reimbursements from the federal agency in August 2011.

Status: **COMPLETED** August 2011. The City's Grant Application and Management practices are working as designed. City staff continue to monitor and engage grant program administrators quarterly in reviews of open grants.

11-2 This finding is a repeat of Finding 11-1 but reported separately as it relates specifically to the reporting of federal grant awards and eligible expenditures.

Status: **COMPLETED** August 2011. See response to Finding 11-1.

11-3 This finding is a repeat of Finding 11-1 but reported separately as it relates specifically to the reporting of state grant awards and eligible expenditures.

Status: **COMPLETED** August 2011. See response to Finding 11-1.

I hope you and City Council will note the pattern of progress and improvement over the past years. The Financial Services Department team has worked diligently each year to address identified areas for improvement in the financial management of the City and this is evident in the fewer and less significant comments received from the City's auditors annually.

On behalf of the entire Financial Services Department members and the improvements they have made, I thank you and City Council for their interest and support of good financial management practices for the City of High Point.

Human Resources

Administration Division

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

TO: Strib Boynton, City Manager

FROM: John R. McCrary, Director of Human Resources

SUBJECT: 2013 – 2014 Cigna Group Health Insurance Contract Renewals

DATE: November 15, 2012

CIGNA 2013 – 2014 Health Insurance Renewal

John McCrary, Human Resources Director and Joe Lineberry with Aon/Hewitt have negotiated and are recommending a fully insured health insurance renewal increase of 2.13%, an increase that is significantly lower than Cigna's initial 5.58% rate increase adjustment. The recommendation for 2013-2014 also includes a significant wellness initiative, changes in co-pays, and annual deductibles and out of pocket maximums. The changes are outlined below.

CIGNA 2013 – 2014 Health Insurance Plan Benefits

The renewal recommendation increases the annual deductible from $650 to $750 for the employee and from $1,350 to $1,500 for employees covering a dependent(s).

In addition the renewal recommendation increases the annual in network out of pocket maximum from $2,350 to $2,450 for the employees, and from $4,700 to $4,900 for employees covering a dependent(s), and an annual out of network out of pocket maximum increase from $4,700 to $4,900 for employees and from $9,400 to $9,800 for employees covering a dependent(s).

CIGNA 2013 – 2014 Health Insurance Plan Grandfathered Status

In order to provide greater flexibility to institute result based wellness programs and future benefit changes, the recommendation no longer maintains the Patient Protection and Affordable Care Act (PPACA) "grandfathered status".

City's FY 2013-2014 Budget

The renewal recommendation increases the City's current health insurance monthly contribution from $515 or $6,180 annually, to $550 or $6,600 annually for each benefit eligible position to be effective on 7/1/2013.

The monthly contributions increase translates to an annual $611,649 health insurance budget increase. Listed below are the increase amounts for the City funds:

Fund	*# Positions*	*FY 12 - 13*	*FY 13 - 14*	*Increase*	*% Increase*
General	1,015	$ 6,272,700	$ 6,709,629	$ 436,929	
Comm. Development	10	$ 61,800	$ 66,000	$ 4,200	
Central Services	35	$ 216,300	$ 231,000	$ 14,700	
Water & Sewer	138	$ 852,840	$ 910,800	$ 57,960	
Electric	123	$ 760,140	$ 811,800	$ 51,660	
Transit	38	$ 234,840	$ 250,800	$ 15,960	
Parking	3	$ 18,540	$ 19,800	$ 1,260	
Landfill	47	$ 290,460	$ 310,200	$ 19,740	
Storm Water Operations	22	$ 135,960	$ 145,200	$ 9,240	
Grand Total	***1,431***	***$ 8,843,580***	***$ 9,455,229***	***$ 611,649***	***6.80%***

The proposed monthly contribution increase does include funding to replace the one - time Early Retiree Reinsurance Program reimbursement revenue ($286,025) allocated to FY 2012 – 13 (see attachment).

Employee and Retiree Premium Increases - Wellness Incentives – Healthy Rewards Accounts

We are also recommending an employee and retiree monthly premium increase of $30 for the purpose of establishing **wellness incentives** linked to a result.

Employees and retirees who complete a health risk questionnaire, who are not tobacco users, and who complete a biometric screening and if required participate in an ongoing health coaching program will receive dollar awards into a **Healthy Rewards Account** administered by Cigna.

The wellness incentive dollar award amounts are listed below:

- Complete health risk questionnaire $60

&

- Answer no to tobacco use $180
- Biometric screening and health coaching $120

Cigna will reimburse employee and retiree out of pocket medical costs with **Healthy Reward Account** dollars.

Cornerstone Health Care – Client Specific Network

Cigna has selected Cornerstone Health Care as a "Collaborative Care Provider".

Collaborative Accountable Care is an innovative care delivery model created and designed to improve quality of care, lower overall medical costs and increase patient satisfaction. It establishes an ongoing relationship with a personal doctor who provides coordinated and comprehensive overall care during all stages of a patient's life. A designated care coordinator clinician in the doctor's office also helps the patient navigate through the health care system; provides additional health services such as testing reminders and help with managing medications; and promotes use of the Cigna health programs available to your employees. Extended office hours may also be available to help reduce emergency room use and increase easy access to care.

By using a doctor who practices in the Cornerstone physician group City employees, retirees and their family members will automatically receive the enhanced care included with the Collaborative Accountable Care program. The Collaborative Accountable Care Program is designed to reduce future health care costs.

Employees, retirees and their families are not required to use Cornerstone; however those choosing to utilize Cornerstone physicians will pay **a $15 primary care office visit co-pay rather than a $25 co-pay, and $35 specialist's office visit co-pay rather than a $50 co-pay.**

CIGNA 2013 – 2014 Dental Insurance Renewal

Cigna's self - insured dental insurance renewal proposes no change in the current $2.96 PEPM (per employee per month) fee. There will be no increase in employee or retiree dental insurance premiums or the City's current monthly dental insurance contribution of $20 or $240 annually.

2013- 2014 Health Plan Year Summary

The recommended 2013-2014 CIGNA health insurance contract renewal is summarized below:

• 2.13 % Health Renewal Cost	$ 12,744,579
• Proposed FY 2013-14 City Health Contribution	$ 9,455,229
• Proposed Employee Health Premiums	$ 2,547,246
• Proposed Retiree Health Premiums	$ 742,104
	$ 12,744,579

In – Network Plan Design	2006-2007 Co-Pays Co-Insurance	2007-2008 Co-Pays Co-Insurance	2008-2009 Co-Pays Co-Insurance	2009-2010 Co-Pays Co-Insurance	2010-2011 Co-Pays Co-Insurance	2011-2012 Co-Pays Co-Insurance	2012-2013 Co-Pays Co-Insurance	2013-2014 Co-Pays Co-Insurance
Out of Pocket Maximum (Individual/Family)	$2000/$4000	$2000/$4000	$2000/$4000	$2000/$4000	$2300/$4600	$2350/$4700	$2350/$4700	$2450/$4900
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Primary Care Office Visit	$25	$25	$25	$25	$25	$25	$25	$25 or $15 w/ Cornestone
Specialist Office Visit	$35	$35	$50	$50	$50	$50	$50	$50 or $35 w/Cornerstone
Annual Deductible (Individual/Family)	$300/$600	$300/$600	$300/$600	$300/$600	$600/$1200	$650/$1300	$650/$1300	$750/$1500
Outpatient Lab & Diagnostic	100%	100%	100%	100%	100%	100%	100%	100%
MRI/CAT Scan/PET Scan	$250	80/20-$250	80/20	80/20	80/20	80/20	80/20	80/20
Outpatient Surgery	80/20	80/20	80/20	80/20	80/20	80/20	80/20	80/20
Inpatient Hospitalization	80/20	80/20	80/20	80/20	80/20	80/20	80/20	80/20
Emergency Room	$150	$150	$150	$150	$150	$150	$150	$150
Urgent Care Facility	$75	$75	$75	$75	$75	$75	$75	$75
Inpatient Mental Health	$50	$50	$50	80/20	80/20	80/20	80/20	80/20
Inpatient Substance Abuse	$50	$50	$50	$50	80/20	80/20	80/20	80/20
Chiropractic Services	$25	$25	$50	$50	$50	$50	$50	$50
Prescription Drug Co-pay (Generic/Brand/Non-Preferred)	$10/$20/$50	$10/$20/$50	$15/$35/$60	$15/$35/$60	$15/$35/$60	$15/$35/$60	$15/$35/$60	$15/$35/$60
Mail Order (90 day supply)	$20/$40/$100	$20/$40/$100	$30/$70/$120	$30/$70/$120	$30/$70/$120	$30/$70/$120	$30/$70/$120	$30/$70/$120

"AN ORDINANCE AMENDING THE 2011-2012 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE EARLY RETIREE REINSURANCE PROGRAM (ERRP) FUNDS

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

Section 1. The City received ERRP funds from the US Department of Health and Human Services during the Fiscal Year 2010-2011 and again during FY2011-2012. The City anticipated use of the funds to offset retiree healthcare premiums during the current fiscal year as approved by City Council December 19, 2011. The use of these funds needs to be appropriated.

Section 2. The Health Insurance Reserve Fund is hereby amended as follows:

(A) That the following expenditures be amended:

Healthcare Premiums	$ 286,025

(B) That the following revenues be amended:

Intergovernmental revenues-federal	$ 226,025
Appropriated fund balance	60,000
Total revenues	$ 286,025

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

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

Adopted June ___, 2012

HEALTH

	4/1/2008	4/1/2008		4/1/2009	4/1/2009		4/1/2010	4/1/2010		4/1/2011	4/1/2011		4/1/2012	4/1/2012		4/1/2013	4/1/2013
	Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City
Employee																	
Employee Only	$37	$411		$37	$411		$37	$465		$60	$486		$60	$515		$90	$550
Employee/Child(ren)	$170	$411		$170	$411		$170	$465		$193	$486		$193	$515		$223	$550
Employee/Spouse	$262	$411		$262	$411		$262	$465		$285	$486		$285	$515		$315	$550
Employee/Family	$309	$411		$309	$411		$309	$465		$332	$486		$332	$515		$362	$550
Retiree																	
Retiree Only	$448	$0		$448	$0		$502	$0		$546	$0		$546	$0		$611	$0
Retiree/Child(ren)	$581	$0		$581	$0		$635	$0		$679	$0		$679	$0		$744	$0
Retiree/Spouse	$673	$0		$673	$0		$727	$0		$771	$0		$771	$0		$835	$0
Retiree/Family	$720	$0		$720	$0		$774	$0		$818	$0		$818	$0		$883	$0

Dental

	4/1/2008	4/1/2008		4/1/2009	4/1/2009		4/1/2010	4/1/2010		4/1/2011	4/1/2011		4/1/2012	4/1/2012		4/1/2013	4/1/2013
	Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City		Monthly Rates	City
Employee																	
Employee Only	3.50	12.00		3.50	13.00		3.50	18.00		4.50	20.00		4.50	20.00		4.50	20.00
Employee/Child(ren)	24.00	12.00		24.00	13.00		24.00	18.00		25.00	20.00		25.00	20.00		25.00	20.00
Employee/Spouse	20.00	12.00		20.00	13.00		20.00	18.00		21.00	20.00		21.00	20.00		21.00	20.00
Employee/Family	24.00	12.00		24.00	13.00		24.00	18.00		25.00	20.00		25.00	20.00		25.00	20.00
Retiree																	
Retiree Only	15.50	0.00		16.50	0.00		21.50	0.00		24.50	0.00		24.50	0.00		24.50	0.00
Retiree/Child(ren)	36.00	0.00		37.00	0.00		42.00	0.00		45.00	0.00		45.00	0.00		45.00	0.00
Retiree/Spouse	32.00	0.00		33.00	0.00		38.00	0.00		41.00	0.00		41.00	0.00		41.00	0.00
Retiree/Family	36.00	0.00		37.00	0.00		42.00	0.00		45.00	0.00		45.00	0.00		45.00	0.00