

City of High Point

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



Meeting Agenda

Monday, September 19, 2022

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Monica L. Peters, Mayor Pro Tem

*Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1),
Christopher Williams (Ward 2), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5),
and Michael Holmes (Ward 6)*

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**

- [2022-427](#) Proclamation - National Recovery Month - September 2022
Mayor Jay W. Wagner will present a proclamation to the staff of Caring Services, Inc. proclaiming September 2022 as National Recovery Month.
- [2022-440](#) Recognition - Reggie Hucks - NCBI A - Edison Hubert Johnson Award
Matt Love, President of the NCBI A will be in attendance to recognize Reggie Hucks, Inspections Services Director as the NCBI A recipient of the Edison Hubert Johnson Award.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding**Initiative**

- [2022-425](#) Strategic Plan Update
Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

PUBLIC COMMENT PERIOD

- [2022-426](#) Public Comment Period
A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda.
- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
 - * Persons addressing City Council are asked to limit their comments to 3 minutes.
 - * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
 - * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

FINANCE COMMITTEE - Britt Moore, Chair**CONSENT AGENDA ITEMS**[2022-406](#)

Contract - Faster Asset Solutions - Fleet Management Software
City Council is requested to award a contract to Faster Asset Solutions in the amount of \$187,500 for Fleet Management software to enable Fleet Services to efficiently manage all aspects of the city's vehicles and equipment.

Attachments: [1. Contract – Faster Asset Solutions – Fleet Management Software](#)

[2022-407](#)

Report of Surplus Equipment Disposal FY 2021-2022
City Council is requested to acknowledge receipt of the report of sale of surplus equipment for FY 2022-2023.

Attachments: [2. Report of Surplus Equipment Disposal FY 2022-2023](#)

[2022-408](#)

Contract - Piedmont Ford - Western Star 47X Tandem Dump Truck with Godwin Body & Snow Plow Equipment
City Council is requested to award a contract in the amount of \$233,519 to Piedmont Ford for the purchase of one (1) Western Star 47X Tandem Dump Truck with Godwin Body and Snow Plow Equipment and declare the old truck as surplus and disposing through the online auction process.

Attachments: [3. Contract – Piedmont Ford – Western Star 47X Tandem Dump Truck with Godwin Body & Snow Plow Equipment](#)

[2022-409](#)

Contract - NC State Contract #070A - Capital Chevrolet - Five (5) 2023 Chevrolet 1500 Truck Purchase
City Council is requested to award a contract using the NC State Contract #070A to Capital Chevrolet in the amount of \$198,454.75 for the purchase of five (5) 2023 Chevrolet 1500 trucks.

Attachments: [4. Contract – NC State Contract #070A - Capital Chevrolet – Five \(5\) 2023 Chevrolet 1500 Truck Purchase](#)

[2022-410](#)

Ordinance - Budget - Fleet Services Technical Adjustment
City Council is requested to adopt a budget ordinance to transfer existing appropriations from departmental budgets and re-appropriate funds in the central services fund for vehicle and other rolling stock replacement.

Attachments: [5. Ordinance – Budget – Fleet Services Technical Adjustment](#)

[2022-411](#)

Agreement - Washington Street Bond Project - Railroad Agreement - City of High Point - North Carolina Railroad-Norfolk Southern - Electric Department
City Council is requested to adopt an agreement between the North Carolina Railroad, Norfolk Southern and The City of High Point in the amount of \$93,281.63 for the Electric Utilities department to have infrastructure that will occupy railroad right of way.

Attachments: [6. Agreement – Washington Street Bond Project – Railroad Agreement – City of High Point - North Carolina Railroad-Norfolk Southern - Electric Department](#)

[2022-412](#)

Contract - #19144 State of North Carolina- Motorola Solutions, Inc. -

Annual Radio Replacement-City of High Point

City Council is requested to award contract 19144 - 725G STATE OF NORTH CAROLINA in the amount of \$444,839.55 for the purchase of 69 portable radios and supporting materials and that the appropriate City Employee is authorized to execute all necessary documents.

Attachments: [7. Contract – #19144 State of North Carolina– Motorola Solutions, Inc. - Annual](#)

2022-413**Contract - Renewal Amendment - Paymentus - Customer Service - Electronic Payments**

City Council is requested to award a contract amendment for renewal with Paymentus in the amount of \$485,721.51 for the City of High Point's electronic payment solution and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [8. Contract – Renewal Amendment – Paymentus – Customer Service – Elector](#)

2022-414**Contract - Sole Source - United Systems - Itron 100W ERT'S**

City Council is requested to award a sole source contract to United Systems in the amount of \$444,050.00 for the purchase of 4,000 Itron 100W ERT's (Encoder Receiver Transmitters) used to collect both electric and water meter readings for the Customer Service Department.

Attachments: [9. Contract – Sole Source – United Systems – Itron 100W ERT'S](#)

2022-415**Agreement - Memorandum of Understanding (MOU) - City of High Point & Guilford County Board of Education - Student Transportation**

City Council is requested to approve a Memorandum of Understanding (MOU) between the City of High Point and Guilford County Board of Education to allow high school students while traveling to and from school to access High Point Transit System during the 2022-2023 school year and authorize the City Manager to execute the Memorandum of Understanding (MOU) with Guilford County Board of Education for student transportation.

Attachments: [10. Agreement - Memorandum of Understanding \(MOU\) - City of High Point & \(](#)

2022-416**Resolution - Grant Application - Federal American Rescue Plan Act (ARPA) & State Revolving Fund (SRF) - Stormwater**

City Council is requested to adopt a resolution to allow Public Service Department to compete for grant funding for various funding opportunities through the Federal American Rescue Plan Act (ARPA) and the State Revolving Fund (SRF).

Attachments: [11. Resolution – Grant Application - Federal American Rescue Plan Act \(ARPA\)](#)

2022-417**Resolution - Grant Application - Compliance - Federal Lead & Copper Rule Revisions (LCRR) -**

City Council is requested to adopt a resolution to allow Public Service Department to compete for grant funding to achieve compliance with the federal Lead and Copper Rule Revisions (LCRR). Funding opportunities are through the Federal American Rescue Plan Act (ARPA) and State

Revolving Fund (SRF)

Attachments: [12. Resolution – Grant Application – Compliance - Federal Lead & Copper Rule](#)

[2022-418](#)

Resolution - Grant Application - Federal American Rescue Plan Act (ARPA) & State Revolving Fund (SRF) - W. Green Drive - Stormwater
City Council is requested to adopt a resolution to allow Public Service Department to compete for grant funding for various funding opportunities through the Federal American Rescue Plan Act (ARPA) and the State Revolving Fund (SRF).

Attachments: [13. Resolution – Grant Application – Federal American Rescue Plan Act \(ARPA\)](#)

[2022-419](#)

Amendment - #1 - Development of the Public Services and Guidelines Handbook - McKim & Creed
City Council is requested to approve Amendment #1 in the amount of \$40,000 to modify the original agreement with McKim and Creed for the continued development of the Public Services and Guidelines Handbook and finalizing the project.

Attachments: [14. Amendment - #1 - Development of the Public Services and Guidelines Hand](#)

[2022-420](#)

Contract - McAdams - Professional Engineering Services - Water Sewer Plant Maintenance Facility Expansion
City Council is requested to award a contract for professional engineering services to McAdams in the amount of \$263,750 to design the expansion of the Water and Sewer Plant Maintenance Facility.

Attachments: [15. Contract – McAdams – Professional Engineering Services - Water Sewer Pl](#)

[2022-421](#)

Agreement - Washington Street Bond Project - Railroad Agreement - City of High Point - North Carolina Railroad-Norfolk Southern - Public Services Department - Pipeline Agreement
City Council is requested to adopt an agreement between the North Carolina Railroad, Norfolk Southern and The City of High Point in the amount of \$90,916.02 for Public Services department to have infrastructure that will occupy railroad right of way.

Attachments: [16. Agreement – Washington Street – City of High Point – NC RailroadNorfolk S](#)

[2022-423](#)

Contract - Houston-Galveston Area Council (HGAC) Cooperative - Atlantic Emergency Solutions - 2023 Pierce Enforcer Pumper Truck
City Council is requested to award a Houston-Galveston Area Council (HGAC) cooperative contract to Atlantic Emergency Solutions in the amount of \$784,903.00 for the purchase of a 2023 Pierce Enforcer Pumper truck and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [18. Contract - Houston-Galveston Area Council \(HGAC\) Cooperative - Atlantic E](#)

REGULAR AGENDA ITEMS

PUBLIC HEARINGS[2022-424](#)

Agreement - Performance Based Incentives - iHeartMedia + Entertainment, Inc.

City Council is requested to authorize performance-based incentives for the project in the amount of \$177,664 and authorize the City Manager to execute a performance agreement with the iHeartMedia + Entertainment, Inc. containing benchmarks for the company to achieve and a schedule for the repayment of such financial incentives.

Attachments: [19. Agreement - Public Hearing - Performance Based Incentives - iHeart Media](#)

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner**PUBLIC HEARINGS**[2022-429](#)

Efincia Companies, Inc.- Zoning Map Amendment 22-14

A request by Efincia Companies, Inc., to rezone approximately 2.9 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Multifamily - 16 (CZ RM-16) District. The site is located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive).

Attachments: [Staff Report ZA-22-14](#)

[Efincia Rezoning Case OppositionToEfinciaCaseLettersFromResidents\(ZA 22-1](#)

[2022-430](#)

Evolve Companies - Plan Amendment 22-03

A request by Evolve Companies to change the Land Use Plan classification for approximately 19.8 acres from the Restricted Industrial and Community/Regional Commercial classifications to the Medium Density Residential classification. The site is located along the west side of NC 68 between Penny Road and Premier Drive.

Attachments: [Staff Report PA-22-03 \(Council\)](#)

[2022-431](#)

Jordan Deep River Farm, LLC and CCJDR Property, LLC-Annexation Case 22-05

A request by Jordan Deep River Farm, LLC and CCJDR Property, LLC for a voluntary contiguous annexation of approximately 18.02 acres located along the west side of NC68, between Penny Road and Premier Drive. The site is addressed as 2721, 2723 and 2725 NC Hwy 68 N. and also known as Guilford County Tax Parcels 207385, 170013 and 167961.

Attachments: [Staff Report AN-22-05](#)

[2022-432](#)

Evolve Companies-Zoning Map Amendment 22-19

A request by Evolve Companies to rezone approximately 18.02 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. The site is located along the west side of NC68, between Penny Road and

Premier Drive. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [Staff Report ZA-22-19 \(Council\)](#)

2022-433

City of High Point-Zoning Map Amendment 22-20

A request by the High Point City Council to rezone 14 properties, totaling approximately 137.3 acres, as part of the Comprehensive Zoning Map Amendment project. To rezone 9 parcels, totaling approximately 55.3 acres, from a Conditional Use Residential Single Family - 5 (CU R-5) District, Conditional Use Institutional (CU-I) District and the Conditional Use Heavy Industrial District (CU-HI) District to the Residential Single Family - 5 (R-5) District and the Light Industrial (LI) District. This site consists of multi parcels located south of the railroad tracks, north of Avondale Street, north of Spring Garden Circle and west of Hendrix Street. To rezone 5 parcels, totaling approximately 82 acres, from a Conditional Use Heavy Industrial District (CU-HI) District and a Conditional Use Light Industrial District (CU-LI) District to a Light Industrial (LI) District. The site is located along both sides of N. Pendleton Street, approximately 500 feet north of the railroad tracks.

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

2022-434

City of High Point-Airport Overlay District Land Use Policy Evaluation

A request by the Planning and Development Department to recommend approval of the Airport Overlay District Land Use Policy Evaluation to the City Council.

Attachments: [Staff Report - Airport Overlay District Evaluation](#)

2022-435

City of High Point-Zoning Map Amendment 22-21

A request by the City of High Point City Council to amend the Airport Overlay District based on the recent Piedmont Triad International Airport Part 150 Study. There are 8 areas of recommended change to Airport Overlay District zones, totaling approximately 5,523 acres, generally located north of Skeet Club Road, east of the Guilford/Forsyth County line, south of Interstate 40, and west of NC 68 (Eastchester).

Attachments: [Staff Report ZA-22-21](#)

2022-436

City of High Point-Plan Amendment 22-04

A request by the Planning and Development Department to change the Land Use Plan classification for approximately 77.8 acres from the Restricted Industrial classification to the Low-Density Residential classification. The site is located between Sandy Camp Road and Clinard Farms Road, south of Sandy Ridge Road.

Attachments: [Staff Report PA-22-04](#)

2022-437

City of High Point-Text Amendment 22-03

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance related to the

Airport Overlay District.

Attachments: [Staff Report TA-22-03](#)

GENERAL BUSINESS AGENDA

[2022-438](#)

Reappointments - Piedmont Triad Regional Water Authority (PTRWA) - John Bencini - John Thomas

City Council is requested to confirm the reappointments of John Bencini and John Thomas to the Piedmont Triad Regional Water Authority (PTRWA) to the to become effective October 1, 2022 and expire on September 30, 2025.

Attachments: [Reappointments - Piedmont Triad Regional Water Authority \(PTRWA\) - John Bencini - John Thomas](#)

[2022-441](#)

Appointment-Alyssa McLaughlin-Historic Preservation Commission Council is requested to confirm the appointment of Alyssa McLaughlin to the Historic Preservation Commission. to become effective immediately and expire on June 30, 2025.

Attachments: [Appointment - Alyssa McLaughlin Historic Preservation Commission](#)

[2022-442](#)

Appointment-David Blackman-Historic Preservation Commission Council is requested to confirm the appointment of David Blackman to the Historic Preservation Commission. to become effective immediately and expire on June 30, 2025.

Attachments: [Appointment - David Blackman Historic Preservation Commission](#)

[2022-439](#)

Minutes To Be Approved

July 18, 2022, Regular Meeting Minutes @ 5:30 p.m.

August 1, 2022, Special Meeting Minutes @ 4:30 p.m.

Attachments: [Minutes To Be Approved](#)

[July 18 2022 Regular Meeting Minutes](#)

[August 1 2022 Special Meeting Minutes](#)

ADJOURNMENT

APPLICATIONS/RESUMES

Profile

Justin

First Name

Thompson

Last Name

justin@captivatemedianc.com

Email Address

3802 Cole Ave

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Mobile: (336) 875-1298

Primary Phone

Business: (336) 497-0813

Alternate Phone

Captive Media / One Love
Productions, Inc.

Employer

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Ward you reside in?

Ward 6

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

I love the High Point community and will continue doing my part to help make it a great place. I'm a board member for the Boys and Girls Club and High Point Community Foundation.

[Justin Thompson Resume 100919.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?☒ Yes ☐ No

If yes, please list the year in which you participated in Leadership High Point:

2017, The Best Class Ever!

Gender☒ Male

Justin Thompson

VIDEO MARKETING & MANAGEMENT PROFESSIONAL

CAREER PROFILE

- Passionate filmmaker and visual storyteller
- Specialize in balancing and identifying customer and company needs for the betterment of both parties.
- Result oriented escalated customer service resolution.
- Successful working in a self-directed environment and as a member of a team to achieve business goals.

FORMAL EDUCATION

Winston-Salem State University

B.S Biology Degree (May 2014)

Greensboro College Middle College High School

High School Diploma (May 2007)

TECHNICAL SKILLS, TRAINING & APPLICATIONS

Advanced with Apple FCPX

Proficient with Adobe Premier

Proficient with Microsoft Office Systems (including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, and Microsoft Outlook)

Self Motivated

AREAS OF EXPERTISE

Video Editing

Coordinating Projects

Creative storytelling and vision

Filming interviews and events

Detail Oriented

Excellent Leadership Skills

Brand Management

Stress Management

Legendary Customer Service and Resolution

REFERENCES

Available Upon Request

PROFESSIONAL EXPERIENCE

Captivate Media / One Love Productions, Inc., High Point, NC (03.13–Present)

President

- Plan and direct all functions of the company – Enforcing strong leadership skills to ensure efficient/effective utilization of resources
- Balance and maintain financial records and accounts
- Build, service, and maintain business relationships
- Plan, create, and monitor marketing campaigns for company
- Contract, guide and manage employees and independent contractors on projects to achieve specific outcomes of clients
- Establish, build and maintain relationships with clients and prospective clients
- Schedule, plan and direct all filming activities
- Film, edit and deliver final products to clients
- Create and manage digital, social and broadcast campaigns
- Measure performance metrics for clients on various platforms to guide and educate best practices and achieve or exceed target ROI

RalphLauren.com, High Point, NC (08.08–09.16)

Manager, Customer Contact Center

- Provide continuous coaching and feedback to improve the customer experience and further associate development to remote and in- office associates.
- Manage, develop and creatively coach remote and in-office associates
- Lead and assist with projects assigned by Senior Management
- Maintain open communication with team, peers, and senior management
- Identify areas of strength and areas of opportunity for each individual on team
- Collaborate with team members by sharing knowledge, learning and building consensus
- Support the Contact Center by responding to associate inquiries and questions, escalated customer and technology issues
- Support the Contact Center by taking customer contacts and providing floor support as dictated by business needs
- Partner with other leaders and departments to address company needs and perpetuate desired branded experience
 - Support the Contact Center by assisting Customer Assistant Representatives with questions regarding customer orders or concerns and provide ongoing learning.
 - Handle customer escalations with a resolution that satisfies business and customer needs
 - Coach and assist Customer Service Representatives customer calls to facilitate ongoing learning and customer appeasement.

Profile

Aaron

First Name

Clinard

Last Name

aclinard2@triad.rr.com

Email Address

803 W Farriss Avenue

Street Address

Suite or Apt

High Point

City

NC

State

27262

Postal Code

Mobile: (336) 870-5132

Primary Phone

Home: (336) 883-9226

Alternate Phone

Clinard Consulting

Employer

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Ward you reside in?

4

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

It was my honor and pleasure to serve as a liaison board member to the Economic Development Board during my service as Chairman of The Downtown Improvement Committee and The City Project (predecessors to Forward High Point). Each of these positions carried with them the task of economic development/revitalization of "the downtown". As you will see in the attached resume, one of the crowning achievements was the employment of Andres Duane, a world renowned architect and redevelopment expert. You will also note several other city boards I have served on. I believe it would be fair to say that "revitalization of High Point" has been my mantra since 1997. I look forward to rejoining the current efforts with my friend Sandy at the helm, another friend Greg York leading Business High Point and my long time supporter and friend Nido Qubein. It is an exciting time to be involved in these efforts and so much more to help High Point reach its well deserved "city on the hill" reputation. Thanks so much for your consideration for this appointment.

[ANC Resume.doc](#)

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

While I have never had the course, I have had the pleasure of teaching and leading the participants for nearly 15 years with the "High Point History Day". We enjoy together a 2.5 hour walking tour of the downtown area while sharing with them many important tidbits of our city's history, including some of its Heroes.

Gender

☒ Male

RÉSUMÉ

Aaron Neal Clinard
803 West Farriss Avenue
High Point, North Carolina 27262
Telephone: (336) 883-9226 (Home)
(336) 870-5132 (Office)

Education:

Thomasville High School, Thomasville, North Carolina
High School Diploma

University of North Carolina - Chapel Hill, North Carolina
AB - Political Science and History

Wake Forest University, Winston-Salem, North Carolina
Juris Doctor

Military Service:

U.S. Army Volunteer - Rank Sergeant E-5

Selected Top Trainee in Basic Training and Advanced Infantry Training

Tour of Duty in South Vietnam with 54th Signal Battalion (First Field Forces)

Awards: National Defense Medal
 Good Conduct Medal
 Unit Citation Ribbon
 Vietnam Service Medal
 Vietnam Campaign Medal
 Army Commendation Medal

Church Activities:

Current: Member of Session and Ruling Elder, First Presbyterian
 Church, High Point, North Carolina

President, First Presbyterian Church (the corporation)

Moderator, Transitional Pastor Committee

Moderator, Pastor Nominating Committee

Member/Past Moderator, Administrative Committee

Longest currently serving Stephen Minister

Former: Chairman, Endowment Committee, First Presbyterian Church, High Point, North Carolina during this time he drafted and wrote the original Endowment Agreement

Moderator, Long Range Planning Committee

Member, Nurture Committee

Sunday School Teacher (8 years) - Senior High group

Chairman Diaconate

Chairman Associate Deacons

Member, Search Committee for Senior Minister

Founding Chairman, Board of Directors, Presbyterian Homes Foundation of North Carolina, Inc.

Member, Board of Governors, and Chairman, Strategic Planning Committee, Presbyterian Homes of North Carolina, Inc. during which time the plans and preparations were developed for what is now the River Landing Retirement Community

Civic Clubs/Activities:

Current:

Instructor/leader for “High Point History Day” under Business High Point’s Leadership High Point Program (approximately 15 years)

Chief’s Advisory Committee, HP Police Department

Board of Directors, Bienenstock Furniture Library

Former: Chairman, High Point Downtown Improvement Committee (12 years)

Chairman, The City Project, Inc. (High Point's core city revitalization Board now Forward High Point) during which time he employed and paid with major citizen contributions the services of world-renowned architect Andres Duany. His team came to town, held several community meetings, study all aspects of the community, and then developed a detailed Master Plan of revitalization and development. The first and last meetings of this employment were held at High Point University with an attendance at both meetings of over 500 citizens. It "Ignited High Point" in a thirst for change, which became the theme of revitalization and the Plan.

President, High Point Bar Association

Chairman, Board of Directors, High Point Chamber of Commerce

Board of Directors, Family Service of the Piedmont, Inc.

President, Board of Directors, High Point Arts Council, Inc., High Point, North Carolina

President, Board of Directors, High Point Drug Action Council, Inc., High Point, North Carolina (now Green Point)

Member, Cultural Arts Facility Task Force

Chairman, Board of Directors, The Vineyard (Christian Youth Camp)

President, Litchfield Inn Council of Co-Owners, Inc. (Homeowners Association)

Volunteer, Communities in Schools, Inc. - Career Mentor Program

Member, Board of Governors, St. Catherine's School, (Richmond, Virginia)

Chairman and Board of Trustee Member, Westchester

Academy, Inc. (independent school), High Point, North Carolina

Lt. Governor appointee Member, N.C. General Assembly
Legislative Study Commission on Youth and Children

Board of Directors, Uwharrie Council, Boy Scouts of America

Board of Directors, High Point Country Club, Inc.

Member, City of High Point Land Use Study Committee

Board of Director Member, High Point Rotary Club, High Point, North Carolina

Executive Committee and Board Member, High Point Chamber of Commerce, Inc.

Executive Committee and Member, Board of Directors, Hospice of the Piedmont

Liaison Member, Board of Directors, High Point Economic Development Corporation (1997-2013)

Liaison Member, Board of Directors, High Point Convention and Visitors Bureau

Member, High Point Showroom Association (High Point Design Center)

Founding Member, “High Point Heroes” Committee

Advisory Committee, Junior League of High Point

Honors/Awards:

Along with wife Lyl MacLean Clinard recently elected to receive the North Carolina Museum of History Foundation Philanthropy Award for 2022, which was established to recognize individuals and organizations for their outstanding contributions to the preservation, study, or understanding of North Carolina history.

Honored with his wife as Honorary Chairs at the 2019 Spring Frolic (major fund raiser)

for the NC Museum of History

Centennial Award from North Carolina and High Point Bar Associations for Outstanding and Exemplary Community Service

Chairman's Award, High Point Convention and Visitors Bureau

Distinguished Citizen of the Year, High Point Chamber of Commerce

Small Business Advocate of the Year, High Point Chamber of Commerce

Legislative Intern - N.C. General Assembly (assigned to Senate Judiciary I)

U.S. Congressional Intern - U.S. Representative Harold D. Cooley

Vice President, Freshman Class, UNC, Chapel Hill

State High School Debating Championship (tied for 1st place)

President, State Student Council Congress of North Carolina

U.S. Junior Senator, U.S. Senate Youth Program (William Randolph Hearst Foundation)

President, sophomore, and Senior Classes

Vice President, Student Council

Ancestral /Fraternal Organizations:

Society of the Cincinnati

Jamestowne Society

Magna Charta Barons

Society of the Descendants of Washington's Army at Valley Forge

Alpha Tau Omega Fraternity

Phi Delta Phi Legal Fraternity

Employment:

Attorney with AV rating - highest legal-ethical designation by Martindale-Hubbell Law Directory

Admitted to practice before the United States Supreme Court

Retired as Senior Partner and Manager, Fisher, Clinard & Cornwell, PLLC, Attorneys at Law. Oldest law firm in High Point, North Carolina and included in the Martindale-Hubbell Register of Preeminent Lawyers

Former Legal Counsel and Consultant for High Point Chamber of Commerce

Current Chairman and Director, Local Advisory Board, Branch Banking & Trust Co. (BB&T now Truist Financial), High Point, North Carolina

Certified Mediator

Representative former Clients:

Town of Wallburg – Town Attorney

High Point Chamber of Commerce – Legal Counsel

High Point Country Club, Inc. – Club Attorney

High Point Community Foundation – Legal Counsel

Representative international clients from 13 foreign countries involved in High Point International Home Furnishings Market

Family:

Married to Lyl MacLean Clinard, daughter of Hector MacLean, Chairman Emeritus of Southern National Corporation (now BB&T Corporation and recently renamed Truist Financial), and granddaughter of North Carolina Governor Angus Wilton McLean (1925-29)

Two (2) children (MacLean and Aaron Neal Clinard, Jr.) and five (5) grandsons.

Date: February 7, 2022

Profile

SCOTT

First Name

HOLBROOK

Last Name

sholbrook@keyrisk.com

Email Address

900 HOBBS RD

Street Address

138

Suite or Apt

GREENSBORO

City

NC

State

27410

Postal Code

Mobile: (804) 317-3946

Primary Phone

Alternate Phone

Key Risk, a W.R. Berkley
company

Employer

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Ward you reside in?

Rocker's Stadium

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

https://www.linkedin.com/in/scott-holbrook-cpcu-a12abb63 Advisory Board Member, Risk Management and Insurance, Virginia Commonwealth University, School of Business Advisory Board Member, Brantley Risk & Insurance Center Walker College of Business, Appalachian State University

[Scott_Holbrook_Resume2.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender☒ Male



CANDIDATE PROFILE

SCOTT HOLBROOK

Candidate for President, Key Risk

PRESENTED TO:



Presented by:
Louis Hipp - Partner

SCOTT HOLBROOK

Candidate for President, Key Risk

+1 804317 3946 | sholbrook1990@gmail.com | 3130 N. Abingdon St.
Arlington, VA 22207

EDUCATION

VIRGINIA COMMONWEALTH UNIVERSITY SCHOOL OF BUSINESS

1990

BS, Finance and Marketing (verification pending)

PROFESSIONAL BACKGROUND

PEAK FINANCIAL SERVICES

2017 - PRESENT

Principal / Owner

- Purchased a \$4m revenue distribution business, EBITDA 7.4%.
- Invested in technology, staff, sales and marketing.
- Introduced customer rankings and economic value into service and pricing by customer.
- Introduced job redesign and variable compensation elements.
- Focused sales toward high margin product categories.
- Expanded sales through multichannel distribution.
- 2019 projected sales of \$6.5m, EBITDA 11%.

CHUBB

2018 - 2020

Senior Vice President - Mid Atlantic Division

- A \$650M enterprise P&L accountability. 12 month growth of 10%.
- Team rebuild and baselining necessary skills through and coaching and selection.
- Driving a sales culture and operating routines.
- Change management; organization design, behavioral change, cultural change.
- Building a simplified decision-making model.

THE HARTFORD FINANCIAL SERVICES GROUP, INC.

1995 - 2016

Division Executive - Mid Atlantic Division (2011 - 2016)

- Led The Hartford's commercial property-casualty financial results generated from over 1000 agent and brokers in DE, WV, MD, DC, VA, VC and SC, with a primary focus on the largest enterprise relationships, working through our network of four regional office locations, two Regional Vice Presidents, two Market Leads and more than 75 highly engaged employees.

- \$650M enterprise brand accountability, \$275M Middle Market P&L accountability.
- Key Financial Statistics:
 - \$15.5M Net Income, 94.2% Combined Ratio, 2% growth - 2015.
 - (\$4.5M) Net Income, 110.2% Combined Ratio, 2% growth - 2012.
- PA WC Strategy: subclass rate structure, price model, external data sources. PA WC CR improved 6 points year over year, 3% WP growth.
- MM rebuild in Charlotte and Baltimore: financial result, book of business, talent profile, distribution strategy.
- Talent Leadership: a proven recruiter and developer of talent. Voluntary turnover under 5%, high promotional rate, much successful recruitment, hired and developed 15 future leaders.
- Model Office Initiative: implemented productivity and efficiency standards at the market and UW level. \$9M per UW, outsourced low end of book to a centralized model, increased average premium per UW 10% in 2015.
- Drove \$100k annualized direct expense savings from real estate, scaling meetings across the territory, implemented cost controls.
- Middle Market Strategy Working Group 2012 & 2013: assessing organizational structure and alignment, product portfolio, market coverage, talent assessments, decision making and authority models.
- Change leadership and crisis management: led through 2008/2009 financial crisis, HIG stock price from \$105 to \$3.62 in 18 months, constant senior leadership change since 2009.

Regional Vice President (2006 - 2011)

- Directed profit and loss for all lines of commercial and personal insurance book totaling \$400M in WP across business units: Middle Market, Marine, Construction, National Accounts, Personal Lines, Small Commercial, Financial Products, Specialty GL.
- Designed and drove Hartford's strategic direction in MD, DC, VA, WV.
- Talent leadership through a group of 25 sales and UW staff, seven segment leaders and eight administrative support staff.
- Brand accountability for the sales and marketing of Hartford's product portfolio through 350 independent agents and brokers.

Branch Leader (2004 - 2006)

- Led growth and profit for the Hartford enterprise consisting of \$100M in written premium and 75 Independent Agents and Brokers.
- Established and executed strategies in VA and WV.
- Distribution management; developed productive relationships at all levels of the firms, negotiated and levered compensation agreements, lead sales planning, economic value analysis.
- Execute VA Property Cat Plan.

Middle Market Underwriting Leader (2000 - 2004)

- Managed commercial lines book of \$35M written premium through a team of 6 Underwriters and 4 UAs.
- Winner's Circle - top performing Manager in the country 2003.
- Learned and managed the FL Property Cat Plan.
- Served as excess casualty facultative reinsurance resource.
- Participated in Middle Market redesign study facilitated by McKinsey & Company.

National Program Manager (1999 - 2000)

- Developed and implemented divisional profit improvement initiatives for a \$115M book across 5 industry programs.
- Delivered key aspects for program success; developed geo strategies, product design, market research, rate-making, UW and pricing guidance, product and design and development, distribution strategy.
- Selected for Operation Review Team focused on identifying variances to budgets / objectives and opportunity to improve operational performance in regional and field offices.

Various Positions in Claims and Underwriting (1995 - 1999)

Various Positions (1991 - 1994) - Manager of a Business Club and Mortgage Broker

ADDITIONAL INFORMATION

CERTIFICATION

- Certified Property Casualty Underwriter

TRAINING

- West Point Military Academy, Leading with Character and Discipline
- University of Pennsylvania, The Wharton School, Strategy and Leadership
- Center for Creative Leadership, The Looking Glass Experiment

PROFESSIONAL / CIVIC AFFILIATIONS

- Virginia Commonwealth University Risk and Insurance Studies Center Advisory Council, 2015-Present
- Virginia Workers Compensation Research Institute, Council Member, 2008-Present
- Professional Insurance Agents of VA Board, 2007-2008

Louis Hipp

Partner

DHR International

280 Park Ave 38th Floor West | New York , NY

T: +1 212-883-6800

M: +1 203 962 3336

E: lhipp@dhrinternational.com

This report contains personal information obtained on a confidential basis; therefore its use should be controlled and strictly limited to those executives concerned with the selection of the candidate.

Profile

Brian

First Name

Swierenga

Last Name

brian.swierenga@cambrex.com

Email Address

4180 Mendenhall Oaks Parkway

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Mobile: (336) 991-6056

Primary Phone

Business: (336) 821-5330

Alternate Phone

Cambrex

Employer

Which Boards would you like to apply for?

Economic Development Corporation: Submitted

Ward you reside in?

NA

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

Currently work as the Site Director for a 120-person (and growing) pharmaceutical manufacturing site in north High Point. I am active at Oak Ridge Presbyterian Church serving as Elder and past-Chair of Personnel. I've volunteered with various other organizations including Habitat for Humanity of High Point and Chemistry and Engineering External Advisory Boards for Calvin University(Michigan).

[Swierenga_2020_Resume.docx](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender

☒ Male

Brian S. Swierenga

brian.swierenga@cambrex.com

(336) 821-5330

High Point, NC

VP Operations & Site Director

Senior pharmaceutical industry executive at a strategic and operational level with strong record of organizational growth and development. Broad experience in process research and chemical manufacturing in the clinical pharmaceutical industry. Additionally experienced in GMP production facility design and construction. P&L responsibility for R&D/manufacturing site business performance and operations with a strong record of year over year technical and financial improvement.

Professional Experience

Cambrex (2016 – Present)

Vice President & Site Director, Cambrex High Point

Manage all aspects of Cambrex High Point including Personnel, Site Operations, Project Execution, Financial Management and Growth Planning.

Select Activities

- Lead site budget planning and manage execution toward site financial targets
- Build and maintain customer satisfaction through quality project execution
- Develop and lead the strategic processes/plan for High Point and alignment with ESDT Business Unit and Cambrex
- Delivering profitability and revenue targets according to the strategic plan

PharmaCore, Inc. (2007 – 2016)

Chief Operating Officer (2014-2016)

Site Lead with responsibility for all staff, operational and financial aspects of the PharmaCore business. This included overseeing significant growth in staffing and revenue.

Vice President, GMP Operations (2007-2014)

Lead for all GMP manufacturing, testing and quality operations for PharmaCore's contract GMP API business. Managed the GMP Business and general site operations including customer relations, quotation generation, contract negotiations, facility operations and staff supervision.

Initially tasked with designing and overseeing construction of new 15,000 square foot manufacturing facility (\$10MM). Hired staff (hourly and professional) to complete the organization.

Pfizer (2000 - 2007)

Director, Ann Arbor Kilo Lab – Ann Arbor, MI (2003-2007)

Designed, built and managed Pfizer's GMP Clinical API manufacturing facility in Ann Arbor Michigan.

Director, Operations and Engineering – Holland, MI (2000-2003)

Manager the Pfizer and Parke-Davis GMP API pilot plant in Holland Michigan. Including supervision of all R&D process engineering functions, process safety and physical properties labs.

Parke Davis/Warner Lambert (1987 – 1999)

Director, Operations and Engineering – Holland, MI (1999-2000)

Manager the Pfizer and Parke-Davis GMP API pilot plant in Holland Michigan. Including supervision of all R&D process engineering functions, process safety and physical properties labs.

Process Development Engineer – Holland, MI (1987-1999)

Conducted process engineering research in support of Parke-Davis' major drug programs such as Lipitor, Neurontin, Lyrica and Accupril.

BASF (1984 – 1987)

Process Development/Group Leader, Detroit MI (1985-1987)

Conducted research and operated a small kilo facility to study polymer chemistry related to automotive coatings and their properties.

Engineering Technician, Detroit, MI (1984-1985)

Conducted testing and field trouble-shooting in the automotive coating industry

Professional Activities

Member ISPE (International Society of Pharmaceutical Engineering)

Senior Member AIChE (American Institute of Chemical Engineering)

Session Chair for the Pilot Plants Division at the 1997 AIChE Spring National Meeting, Houston, TX

Member of the Industry Steering Committee for Calvin College's Chemical Engineering Program. (1998-present)

Served as Facilitator for the session: "Clinical Supplies – Drug Substance Manufacturing" at the 12th Annual GMP Roundtable meeting 2002, hosted by Eli Lilly, Indianapolis.

Lecturer on Chemical Development at University of Michigan's Pharmaceutical Engineering MSE program (Annually 2003-present)

Speaker at Hope College (2003) and Calvin College (2000) chemistry lecture series

Patents and Publications

USP 4,940,822. Substituted Benzenemethanol Compounds, Intermediates Thereof, and Preparation Thereof. Inventors: Dr. J. Davidson and Mr. B. Swierenga (Continuous reactor to produce lithiated trifluorobenzene intermediate to an API)

"Batch Record Simplification and Standardization Through SOPs and an Operations Manual" J. Iverson and B. Swierenga. AIChE 1995 Spring National Meeting, Group 12a, Houston, TX

"A Learning Experience: The Technology Transfer of the Lipid Regulator Atorvastatin" Fifth World Congress of Chemical Engineering, San Diego, CA, 1996

"Technology Transfer of the Lipid Regulator Atorvastatin" Pharmaceutical Technology. M. Hoekstra, R. Wade and B. Swierenga. (Manuscript submission withheld by legal). 1998

"The Role of Chemical Engineering in Pharmaceutical Research" Dr. R. Brummel and B. Swierenga. Chirex Process Chemistry Symposium, Amelia Island, FL, 1999

Educational Background

Bachelor of Science, Chemistry (ACS), Calvin College, Michigan 1982

Bachelor of Science, Chemical Engineering, University of Michigan, Ann Arbor, 1984

CITY OF HIGH POINT

AGENDA ITEM



Title: **Annexation 22-05**

(Jordan Deep River Farm, LLC and CCJDR Property, LLC)

From: Sushil Nepal,
Planning & Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: August 31, 2022

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Jordan Deep River Farm, LLC and CCJDR Property, LLC for a voluntary contiguous annexation of approximately 18 acres located along the west side of NC68, between Penny Road and Premier Drive. The site is addressed as 2721, 2723 and 2725 NC Hwy 68 N. and also known as Guilford County Tax Parcels 207385, 170013 and 167961.

BACKGROUND:

The staff report and recommendation are enclosed.

BUDGET IMPACT:

Except for water and sewer, municipal services will be available upon the effective date of annexation. Water and sewer will be available in accordance with City policy.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends *approval* of Annexation 22-05.

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

**STAFF REPORT
ANNEXATION 22-05
September 19, 2022**

Request	
Applicant: Jordan Deep River Farm, LLC and CCJDR Property, LLC	Owner(s): Jordan Deep River Farm, LLC and CCJDR Property, LLC
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Map Amendment 22-19

Site Information	
Location:	The site is located along the west side of NC 68, between Penny Road and Premier Drive.
Tax Parcel Number:	Guilford County Tax Parcels 167961, 170013 and 207385
Site Acreage:	Approximately 18.02 acres
Current Land Use:	The site is currently developed with three single family dwellings and multiple agricultural related accessory structures.
Current Fire District:	Guilford County has contracted with the City of High Point Fire Department to provide services to the unincorporated areas lying south of I-40.
Proposed Development:	The property owner has a buyer that is proposing to establish a multifamily use on the site.
Proposed Unit Type, Number and Average Value:	A 264-unit multifamily complex is proposed. This development is anticipated to consist of 12 multifamily structures, totaling approximately 408,000 square feet, at a cost of \$46,000,000 to \$50,000,000.
Proposed Build-out Schedule:	Approximately two years
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 6. If approved, the annexation area will be part of Ward 6.
Physical Characteristics:	The site has a moderate to severely sloping terrain with a perennial stream running along its western and northwestern boundary.
Water and Sewer Proximity:	16-inch and 12-inch City water lines lie adjacent to the site along Eastchester Drive and Penny Road, respectively. An 8-inch City sewer line runs across the western and northwestern boundary of the site.
General Drainage and Watershed:	The site drains in a general northwesterly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Primary stormwater control measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay Districts:	• City Lake General Watershed Area (GWA) • Airport Overlay District – Zone 4 • Eastchester Gateway Corridor Overlay District (eastern half of the site)

Adjacent Property Zoning and Current Land Use		
North:	CU-LI Conditional Use Light Industrial	Major Office Use <i>(Premier Center Industrial/Business Park)</i>
South:	CZ-GB Conditional Zoning General Business CU-OI Conditional Use Office-Institutional	Restaurants (Major and Minor) Minor Medical Care Facility
East:	CU-RC Conditional Use Retail Center	Various commercial uses <i>(across NC68)</i>
West:	CU-LI Conditional Use Light Industrial	Undeveloped <i>(across Penny Rd)</i>

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	NC 68 (Eastchester Dr)	Major Throughfare	975 feet
	Penny Road	Minor Throughfare	600 feet
Vehicular Access:	Via two driveway access points from Penny Road.		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City's corporate limits. Annexation petitions for uses within proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The applicant is requesting annexation to have access to City utilities to facilitate construction of a multifamily development. This property is situated in the central northern portion of the City's planning area. This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site is surrounded by the City's corporate limits and City services and service vehicles are already present in this area. The annexation of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

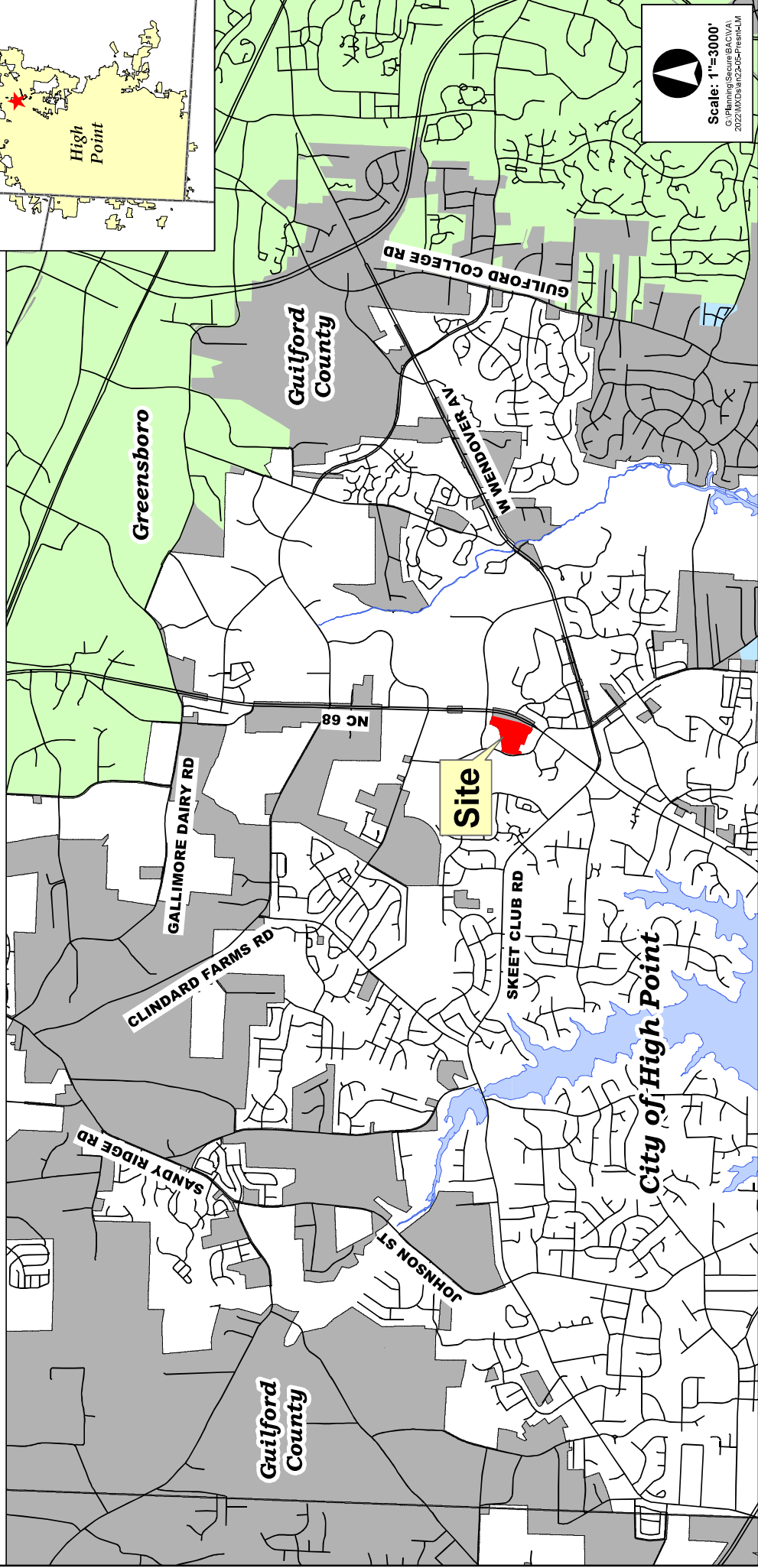
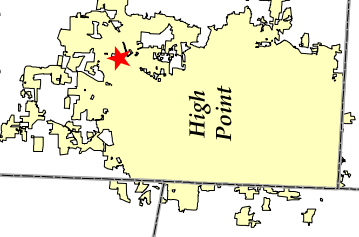
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

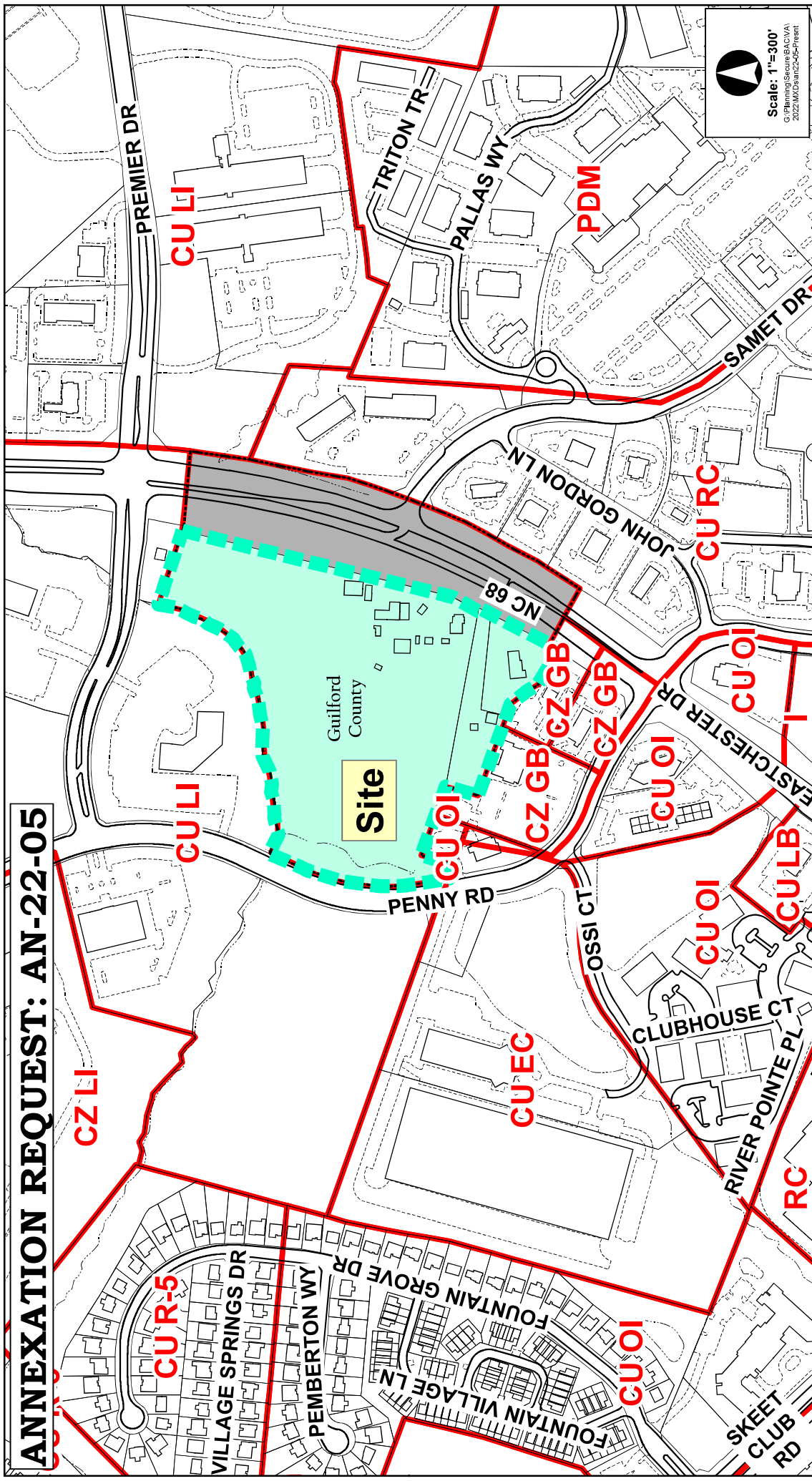
ANNEXATION REQUEST: AN-22-05

Applicant: Jordan Deep River Farms, LLC and CCJRD Property, LLC

Vicinity Map



Scale: 1"=3000'
G:\Planning\Secure\BACVA\1
2022\MXD\an22-05-Fresh-LM



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

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

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

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 19th day of September, 2022; and,

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of September 19, 2022.

**A map showing the annexed area can be found in Plat Book: _____ Page: _____ in
the Guilford County Register of Deeds Office.**

ANNEXATION DESCRIPTION

Jordan Deep River Farm, LLC and CCJDR Property, LLC
Annexation Case 22-05 (AN-22-05)

The annexation site is generally located along the west side of NC 68 (Eastchester Drive), between Penny Road and Premier Drive and consists of Guilford County Tax Parcels 207385, 170013 & 167961. Being the combined properties of Jordan Deep River Farm LLC, as described in Deed Book 7994, Page 2782, Guilford County Registry (GCR), and CCJDR Property, LLC, As described in Exhibit "A" of Deed Book 7994, Page 2771, of the Guilford County Register of Deeds Office. The annexation site is more specifically described as follows:

BEGINNING AT AN EXISTING IRON ROD ON THE WESTERN RIGHT OF WAY LINE OF NC HIGHWAY 68 NORTH, A CORNER WITH THE PROPERTY OF BREADBOX PROPERTIES, LLC, DEED BOOK 7884, PAGE 2395, GCR, AS SHOWN ON PLAT BOOK 175, PAGE 83, GCR; THENCE, WITH THE NORTHERN LINES OF BREADBOX PROPERTIES, LLC, THE FOLLOWING FOUR (4) CALLS: 1) N59°49'38"W, 126.91 FEET TO AN IRON ROD; 2) N29°52'09"W, 37.98 FEET TO AN IRON ROD; 3) N38°41'31"W, 68.26 FEET TO AN IRON ROD AND 4) N70°22'31"W, 74.76 FEET TO AN IRON ROD, A CORNER OF BREADBOX PROPERTIES, LLC AND T & J HIGH POINT, LLC, DEED BOOK 7771, PAGE 1707, GCR, AS SHOWN ON PLAT BOOK 175, PAGE 83, GCR; THENCE, WITH THE NORTHERN LINES OF T & J HIGH POINT, LLC, THE FOLLOWING THREE (3) CALLS: 1) N70°22'31"W, 233.69 FEET TO POINT, 2) N15°43'45"E, 106.56 FEET TO AN IRON PIPE, AND 3) N70°29'23"W, 93.47 FEET TO AN IRON ROD, A CORNER OF T & J HIGH POINT, LLC AND ROYAL OAK HIGH POINT REAL ESTATE, LLC, DEED BOOK 8387, PAGE 2326, GCR, AS SHOWN ON PLAT BOOK 175, PAGE 83, GCR; THENCE, WITH THE NORTHERN LINES OF ROYAL OAK HIGH POINT REAL ESTATE, LLC, THE FOLLOWING THREE (3) CALLS: 1) N70°29'23"W, 138.67 FEET TO AN IRON ROD, 2) S15°49'14"W, 106.47 FEET TO A POINT AND 3) N70°23'54"W, 17.67 FEET TO A POINT; THENCE, N70°23'54"W, 24.34 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD; THENCE, WITH THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD, THE FOLLOWING FOUR CALLS: 1) N11°12'53"W, 114.23 FEET TO A POINT, 2) ON A CURVE TO THE RIGHT HAVING A LENGTH OF 271.05 FEET, A RADIUS OF 533.00 FEET, AND A CHORD OF N07°40'52"W, 65.70 FEET, 3) ON A CURVE TO THE RIGHT HAVING A LENGTH OF 65.74 FEET, A RADIUS OF 533.00 FEET, AND A CHORD OF N10°25'16"E, 268.14 FEET AND 4) N24°59'22"E, 138.38 FEET TO A POINT OVER THE CENTERLINE OF A STREAM; THENCE, WITH THE CENTERLINE OF THE STREAM, THE FOLLOWING TWENTY FIVE (25) CALLS:

- | | |
|------------------------------|----------------------------------|
| 1) S65°03'07"E, 68.09 FEET, | 13) S86°19'14"E, 15.66 FEET, |
| 2) N75°19'54"E, 53.18 FEET, | 14) N68°25'09"E, 27.15 FEET, |
| 3) N88°45'19"E, 51.90 FEET, | 15) N78°42'59"E, 28.27 FEET; |
| 4) N72°19'39"E, 30.90 FEET, | 16) N73°54'59"E, 42.69 FEET, |
| 5) S82°47'31"E, 27.99 FEET; | 17) N46°41'00"E, 30.99 FEET, |
| 6) N78°38'01"E, 42.04 FEET, | 18) N56°47'13"E, 30.28 FEET, |
| 7) N65°53'53"E, 48.88 FEET, | 19) N33°28'57"E, 55.82 FEET, |
| 8) N87°51'53"E, 35.31 FEET, | 20) N25°36'36"E, 39.81 FEET; |
| 9) S87°05'07"E, 56.66 FEET, | 21) N40°27'00"E, 18.46 FEET, |
| 10) N77°53'16"E, 48.14 FEET; | 22) N18°02'41"E, 29.44 FEET, |
| 11) N84°13'29"E, 40.82 FEET, | 23) N25°40'59"E, 27.73 FEET, |
| 12) N69°20'26"E, 39.57 FEET, | 24) N32°15'12"E, 28.82 FEET, AND |

25) N09°29'43"E, 65.95 FEET TO A BENT IRON PIPE IN THE CREEK, A CORNER WITH PREMIER CENTER ASSOCIATES, LLC, DEED BOOK 5415, PAGE 2099, OF THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE, AS SHOWN ON PLAT BOOK 156, PAGE 144, GCR; THENCE, WITH PREMIER CENTER ASSOCIATES, LLC, S71°41'17"E, 261.92 FEET TO AN IRON PIPE ON THE WESTERN RIGHT OF WAY LINE OF NC HIGHWAY 68 NORTH; THENCE, WITH THE WESTERN RIGHT OF WAY LINE OF NC HIGHWAY 68 NORTH, S11°42'51"W, 736.68 FEET TO A POINT AND ON A CURVE TO THE RIGHT HAVING A LENGTH OF 519.58 FEET, A RADIUS OF 2766.79 FEET, AND A CHORD OF S28°05'16"W, 518.82 FEET TO THE POINT OF BEGINNING, HAVING A COMBINED AREA OF **18.02 ACRES, MORE OR LESS.**

SECTION 2. Upon and after **September 19, 2022** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of 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 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by the City Council
City of High Point, North Carolina
The **19th** day of **September, 2022.**

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

218 Underhill St.

Heirs of Hattie Withers Cook
220 Underhill St.
High Point, NC 27260

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK

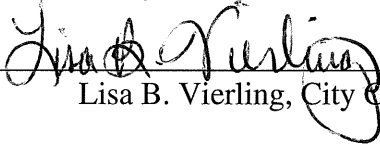


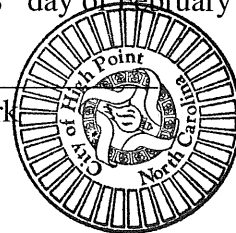
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on February 7, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7788/22-09, page 105, Legislative File No. 2022-40 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of February 2022.

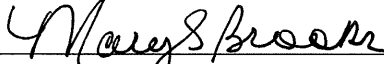

Lisa B. Vierling, City Clerk



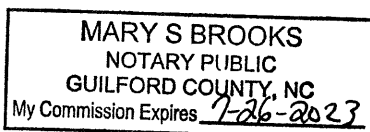
ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 8th day of February 2022.


Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



CITY OF HIGH POINT

AGENDA ITEM



Title: Report of Surplus Equipment Disposal

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Report of Vehicles/Equipment Sold

Meeting Date: September 19, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

To report the sale of surplus equipment in fiscal year 2021-2022 as required by the City of High Point Purchasing Policies and Procedures Manual.

BACKGROUND:

The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

BUDGET IMPACT:

The sale of this equipment generated \$717,221.57 (FY 2021-2022) in proceeds for the City of High Point.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to acknowledge receipt of report.

City of High Point
Vehicles/Equipment sold on Govdeals
 FY 2021-2022

Item Description	Sale Amount
2007 Sterling LT 7500	\$30,000.00
2009 FORD F350 4X2 Dump	\$14,900.00
2006 FORD F450 4X2 CREW CAB FLAT BED	\$13,300.00
2011 HONDA PILOT	\$6,800.00
2014 Ford F-250 SD XLT SuperCab Long Bed 2WD	\$11,500.00
2005 Ford Crown Victoria Police Interceptor	\$5,050.00
2009 Dodge Charger SE	\$3,300.00
2007 Sterling LT7500 Rear Loader	\$26,000.00
2008 Ford F-150 XL Long Box 2WD	\$8,800.00
2012 Dodge Charger Police	\$5,850.00
2012 Freightliner M2 106	\$66,001.00
2007 Freightliner M2 106	\$49,300.00
2012 Ford Transit Connect XLT	\$9,112.00
2006 Chevrolet Silverado 1500 LS 2WD	\$8,600.00
2013 Dodge Charger Police	\$5,550.00
2005 Chevrolet Silverado 1500 2WD	\$8,100.00
2013 Mack LEU600	\$76,000.00
2013 Dodge Charger	\$4,300.00
2004 Ford Crown Victoria	\$4,051.00
Mobile Office Trailer	\$5,050.00
1898-0927211903-1889	\$6,300.00
2007 Chevrolet Silverado 1500 LT1 2WD	\$9,200.00
2012 Dodge Charger Police	\$4,800.00
2013 DODGE CHARGER	\$3,302.00
2010 FORD CROWN VIC	\$3,602.00
2007 INTERNATIONAL 7400	\$44,000.00
2008 Ford Escape XLT 4WD V6	\$6,900.00
2014 Dodge Charger Police	\$2,155.00
2016 Chevy Impala LT	\$8,600.00
2012 Dodge Charger Police	\$6,600.00
2013 Chrysler 200	\$7,800.00
2012 Dodge Charger Police	\$6,400.00
2011 Dodge Charger Police	\$6,601.00
2013 Dodge Charger Police	\$6,400.00
2013 Dodge Charger Police	\$4,850.00
2013 Dodge Charger Police	\$6,600.00
2013 Dodge Charger Police	\$5,050.00
2015 Dodge Charger Police	\$4,000.00
2015 Peterbilt 320	\$101,000.00
Ford 750 with Terex TC55	\$34,000.00

2004 Ford Crown Victoria	\$5,150.00
2011 Dodge Charger Police	\$3,755.00
2011 Ford Crown Victoria Police Interceptor	\$4,161.00
2008 EXMARK LAZER 60	\$1,000.00
2012 JOHN DEERE ZTRAK	\$1,180.00
Watchguard 4RE In Car Camera Systems-Lot # 5	\$3,251.00
Watchguard 4RE In Car Camera Systems-Lot # 7	\$2,276.00
Office Chairs	\$40.00
Watchguard 4RE In Car Camera Systems-Lot # 8	\$2,355.00
Office Desk	\$1.00
MOWER LOT	\$1,006.00
Watchguard 4RE In Car Camera Systems-Lot # 6	\$1,600.00
Watchguard 4RE In Car Camera Systems-Lot # 9	\$1,225.00
Watchguard 4RE In Car Camera Systems-Lot # 10	\$975.00
2007 Sterling LT7500	\$3,225.00
Emission Inspection Machine	\$1,025.00
Watchguard 4RE In Car Camera Systems-Lot # 11	\$1,625.00
Watchguard 4RE In Car Camera Systems-Lot # 12	\$1,425.00
Watchguard 4RE In Car Camera Systems-Lot # 13	\$1,275.00
Watchguard 4RE In Car Camera Systems-Lot # 14	\$950.00
Lot of Parts for Ford Crown Victoria	\$61.58
Watchguard 4RE In Car Camera Systems	\$4,600.00
Watchguard 4RE In Car Camera Systems	\$1,600.00
Watchguard 4RE In Car Camera Systems	\$2,800.00
Desk and Chairs	\$24.00
Watchguard 4RE In Car Camera Systems-Lot # 15	\$1,500.00
Lot of Parts for light vehicle applications	\$165.99
Lot of Parts for Heavy Vehicles	\$1.00
Lot of Two NEW Carlisle 20x10x10 Tires	\$13.00
Office Desk and Chair	\$10.00
Lot of New Auto and Truck Parts NOS	\$29.00
Ver-Mac PCMS 1500	\$12,759.00
Ver-Mac PCMS 1500	\$5,550.00
Picnic Tables from Parks	\$3,075.00
Furniture Lot	\$1.00
Furniture Lot	\$13.00
plotter and printers	\$310.00
Desktop computers, laptops, monitors	\$4,900.00
Folding Tables	\$409.00
Perkin Elmer Aanalyst	\$2,176.00
	\$717,221.57

June 2022

1 of 2

Dear Planning and Zoning Commission Members,

We, the undersigned residents, want to voice our adamant opposition to the proposed rezoning of Parcel 199735 from RM-3 to RM-16. This request was made by construction company owner Eric Dickinson and his company, Efincia.

We oppose this rezoning because we know that the character of our small sanctuary in High Point will be greatly changed.

Our neighborhood is largely zoned residential, and generally RM-3. There is no three-story building anywhere in the neighborhood. Even with the John Wesley Camp and the small office complex on Futrelle, our neighborhood has no high-rise buildings in it. We do not welcome the idea of an extreme change of character to our neighborhood, especially on such a small parcel (less than 3 acres) and adjacent to homes.

This property borders single family residences along Bridges Drive, Futrelle Drive, and borders single family homes in Chester Woods. There are approximately 20 residences that will be impacted by this development significantly, including Lakewood Drive single family residences.

Our neighborhood, which was originally listed on land deeds as Northwood Acres, has been a safe place to live in the city for as long as anyone here can remember. We are located just north and outside the Core City development map, and thus our R-3 zoning is not unusual. Our neighborhood features private property tracts, maintained by owners and families -- some for over 70 years. We are a stable neighborhood in which you would find young children playing in their yards and families walking the streets for exercise and chatting with neighbors.

A section of Chester Woods Ct. backs up to the parcel. The Chester Woods Ct. neighborhood comprises 39 single family homes. At least 4 homes have received the zoning letter. The impact is within 40 ft of one home and easily viewed by others. At the community meeting, residents were told the retention pond would be at the back end of the proposed property directly behind 434 Chester Woods Ct. with no plan for privacy fencing. The land would be cleared of all trees, etc and graded for the parking lot with consequences of parking lot lights and open to walkers. This entirely changes the natural wooded landscape and character of Chester Woods Ct.

If the rezoning is approved, two long-time residents and property owners will have a new entrance to the 3-story, 48-unit apartment complex running on a narrow strip of land between their houses. They will also face the building itself at the border of their property and have had no assurances of setback accommodations or reasonable fencing or boundaries.

The proposed entrance to the complex would sit on a very narrow strip of land. The property in question comprises less than 3 acres and seems an odd place to build such a large, multi-family structure. The request could be construed as a request for spot zoning: changing a property so that it is inconsistent with the single family residences around it.

Initial

DD WG

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Debbie Darby / William Beaver

Address of Property 1813 Futrelle Dr, High Point, NC 27262

Daytime Telephone # 336 972 4402

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Debbie Darby

William Beaver

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Stephen G. Arnold

Address of Property 1610 Bridges Drive, High Point, NC 27262

Daytime Telephone # 336-301-0368

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Steve Arnold

Nick Arnold

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) RICHARD BAILEY

Address of Property 1815 EUTHELIE DR.

Daytime Telephone # (336) 443-0088

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Richard Bailey

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Elizabeth K. Barrow (Betsy)

Address of Property 1627 Lakewood Dr. High Point, NC 27262

Daytime Telephone # 336-883-0594

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Elizabeth K. Barrow 06-21-2022

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print)

Rita Bentley English

Address of Property

425 Chestae Woods Court

Daytime Telephone #

336-906-1625

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Rita Bentley English

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

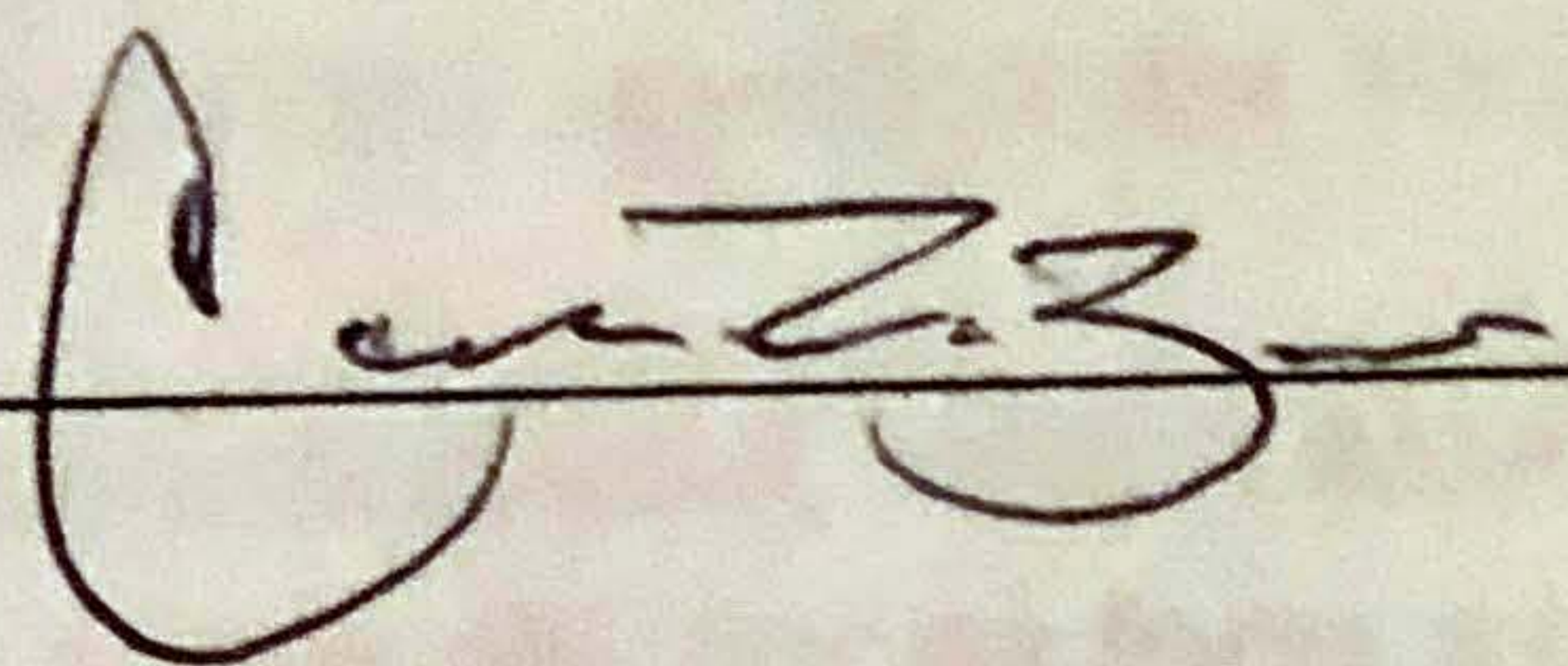
Respectfully submitted,

Name of Property Owner/Resident (print) CALVIN RAY BURNETT

Address of Property 426 CHESTERWOODS CT.

Daytime Telephone # 336-687-7140

Signature of Property Owner or Authorized Agent (indicate representative capacity)



Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Tara Charlton / Chance Charlton

Address of Property 1618 Lakewood Dr.

Daytime Telephone # ~~418~~ 336-858-3146

Signature of Property Owner or Authorized Agent (indicate representative capacity)

 owner

 owner

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Bobbie Cox Shaw

Address of Property 423 Chester Woods Court

Daytime Telephone # 336-848-0464

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Bobbie Cox Shaw

e: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) JUDY CRANFORD

Address of Property 404 CHESTER WOODS CT., HP, NC 27262

Daytime Telephone # 336-869-3207

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Judy Cranford

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Michelle + Christina Danner - Groves

Address of Property 413 Chester Woods Ct. High Point

Daytime Telephone # 856-304-4237

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Michelle Danner Groves

Christina Danner Groves

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Cynthia EASTMOND James R. Eastmond

Address of Property 415 Chester Woods Ct., High Point

Daytime Telephone # 732-995-6592 (cell)

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Cynthia Eastmond

JR Eastmond

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Sharon R. Felder

Address of Property 419 Chester Woods Ct.

Daytime Telephone # 603-340-5212

Signature of Property Owner or Authorized Agent (indicate representative capacity)

S

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print)

Holly Hiatt Christopher Hiatt

Address of Property

402 Chester Woods Court, HP NC

Daytime Telephone #

336-880-1343

Signature of Property Owner or Authorized Agent (indicate representative capacity)

H. Hiatt

Christopher J. Hiatt

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Anthony Lee

Address of Property 412 Chester Woods CT.

Daytime Telephone # 518 536-6428

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Anthony Lee

Note: Joint owners need to include both signatures.

Anthony

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Martha D. Stewart

Address of Property 436 Chester Woods Ct

Daytime Telephone # 336-491-8204

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Martha D. Stewart

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Kelly Deal Minick

Address of Property 438 Chester Woods Ct

Daytime Telephone # 336-906-4830

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Kelly D. Minick

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Cynthia L. Oakley

Address of Property 432 Chester Woods Ct. H.P. 27262

Daytime Telephone # 336-689-5559

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Cynthia L. Oakley

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Nancy Mackenzie Perryman

Address of Property 429 Chester Woods Ct.

Daytime Telephone # 336-887-1490

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Nancy M. Perryman

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

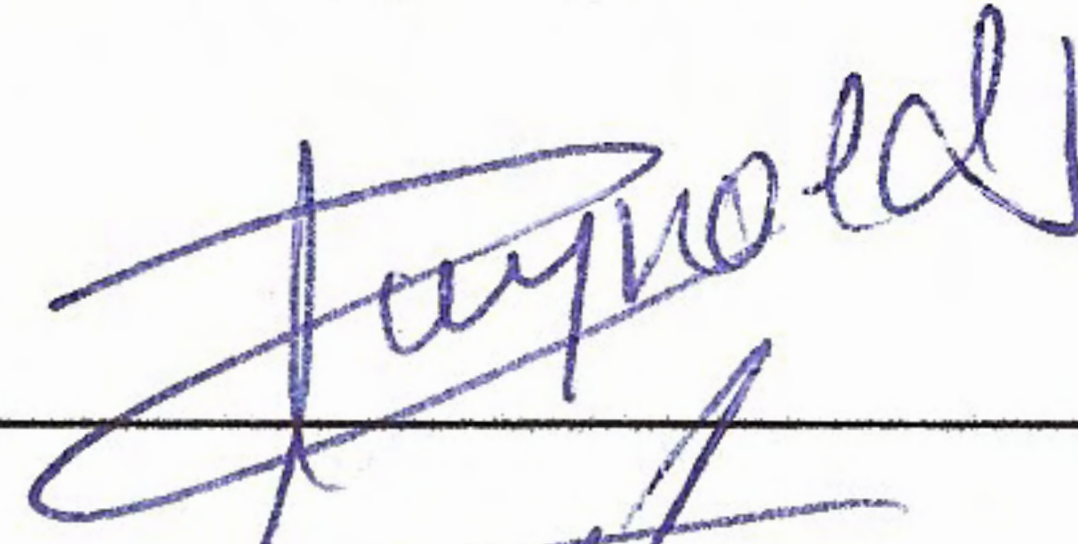
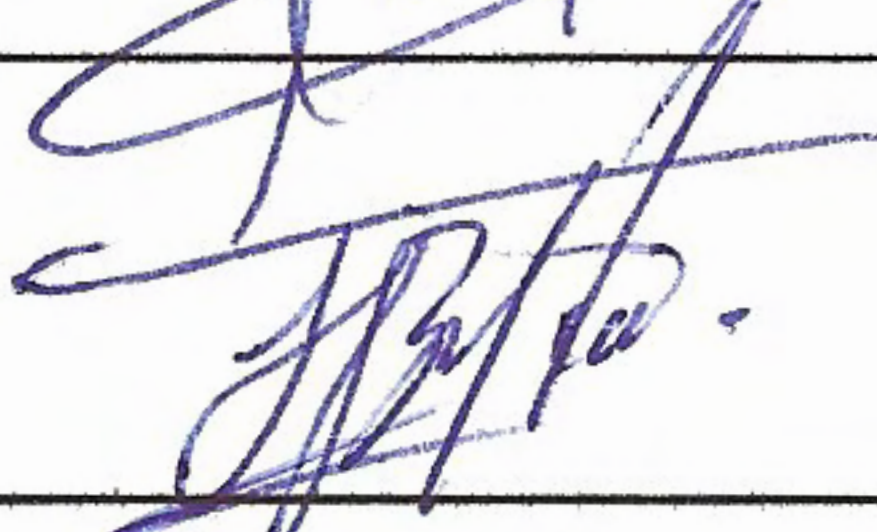
Respectfully submitted,

Name of Property Owner/Resident (print) Dominique Reynolds

Address of Property 428 Chester Woods Ct, High Point, NC 27262

Daytime Telephone # 336-419-7338

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print)

Ann & Tom Sellers

Address of Property

421 Chester Woods Ct.
High Point, NC 27262

Daytime Telephone #

336-886-8764

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Frances Ann Sellers

Thomas M. Sellers

Note: Joint owners need to include both signatures.

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Suzanne Beaver Simmerson

Address of Property 408 Chester Woods Ct
High Point, NC 27262

Daytime Telephone # 336-841-7424

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Suzanne Beaver Simmerson

Note: Joint owners need to include both signatures.

The Chester Woods Ct. neighborhood comprises 33 single family homes. At least 4 homes have received the zoning letter. The impact is within 40 ft of one home and easily viewed by others. At the community meeting, residents were told the retention pond would be at the back end of the proposed property directly behind 408 Chester Woods Ct. with no plan for privacy fencing. The land would be cleared of all trees, etc and graded for parking lot with consequences of parking lot lights and open to weather. This entirely changes the natural woods landscape and character of Chester Woods Ct.

If the rezoning is approved, two long-time residents and property owners will have a new entrance to the 3-story, 43-unit apartment complex running on a narrow strip of land between their houses. They will also face the building itself at the border of their property and have had no assurances of setback, sound-modifiers or reasonable fencing or boundaries.

The proposed entrance to the complex would sit on a very narrow strip of land. The property in question comprises less than 3 acres and seems an odd place to build such a large, multi-family structure. The request could be construed as a request for spot zoning, changing a property so that it is inconsistent with the single family residences around it.

SPS

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Tamara TALBOT

Address of Property 414 Chester Woods Ct.

Daytime Telephone # 336-905-0751

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Tamara Talbot

[Signature]

Note: Joint owners need to include both signatures.

If the rezoning is approved, by 3 long-time residents and property owners will have a new entrance to the 3-story, 48-unit apartment complex running on a narrow strip of land between their houses. They will also have the building itself at the border of their property and have had no assurances of setback, encroachments or reasonable fencing or boundaries.

The proposed entrance to the complex would sit on a very narrow strip of land. The property in question comprises less than 3 acres and seems an odd place to build such a large, multi-family structure. The rezoning could be construed as a request for spot zoning: changing a property so that it is inconsistent with the single family residences around it.

[Signature]

Dave/Tammy

Dear Planning and Zoning Commission Members:

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) Tammy M. Funderburk

Address of Property 409 Chester Woods Ct.

Daytime Telephone # _____

Signature of Property Owner or Authorized Agent (indicate representative capacity)



Note: Joint owners need to include both signatures.

The Chester Woods Ct. neighborhood is comprised of 39 single family homes. At least 4 homes have received the zoning letter. The impact is within 40 ft of the home and easily viewed by others. At the community meeting, residents were told the retention pond would be at the back end of the proposed property directly behind 409 Chester Woods Ct. with no plan for privacy fencing. The land would be cleared of all trees, etc and graded for the parking lot with consequences of parking lot lights and open to workers. This entirely changes the natural wooded landscape and character of Chester Woods Ct.

If the rezoning is approved, two long-time residents and property owners will have a new entrance to the 3-story, 40-unit apartment complex running on a narrow strip of land between their houses. They will also face the building wall at the border of their property and have had no assurances of setback, accommodations or reasonable fencing or boundaries.

The proposed entrance to the complex would sit on a very narrow strip of land. The property in question comprises less than 3 acres and seems an odd place to build such a large, multi-family structure. The request could be construed as a request for spot zoning, changing a property so that it is inconsistent with the single family residences around it.

Initials _____

We appreciate your time and consideration, and ask that you deny this rezoning request.

Respectfully submitted,

Name of Property Owner/Resident (print) CHASE TOBIN + LIA TOBIN

Address of Property 420 CHESTER WOODS CT

Daytime Telephone # (908) 399-6213 (336) 420-6968

Signature of Property Owner or Authorized Agent (indicate representative capacity)

Chase W. Tobin
Lia Tobin

Note: Joint owners need to include both signatures.

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-20
(City of High Point)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022, and
September 14, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by the High Point City Council to rezone 14 properties, totaling approximately 137 acres, as part of the Comprehensive Zoning Map Amendment project.

- a) To rezone 9 parcels, totaling approximately 55.3 acres, from a Conditional Use Residential Single Family – 5 (CU R-5) District, Conditional Use Institutional (CU-I) District and the Conditional Use Heavy Industrial District (CU-HI) District to the Residential Single Family – 5 (R-5) District and the Light Industrial (LI) District. This site consists of multi parcels located south of the railroad tracks, north of Avondale Street, north of Spring Garden Circle and west of Hendrix Street.
- b) To rezone 5 parcels, totaling approximately 82 acres, from a Conditional Use Heavy Industrial District (CU-HI) District and a Conditional Use Light Industrial District (CU-LI) District to a Light Industrial (LI) District. The site is located along both sides of N. Pendleton Street, approximately 500 feet north of the railroad tracks.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 23, 2022 public hearing. All members of the Commission were present, except for Mr. Moore. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Mr. Willie Smith, 3400 Lovington Court (neighborhood abutting Area “A”) expressed concern with industrial uses being developed next to the homes along Lovington Court. Mr. Shannon explained that the portion of Area “A” abutting Lovington Court is proposed to be rezoned to the R-5 District, which support residential uses, and that industrial uses are not permitted in the R-5 zoning district.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended approval of this request, as recommended by staff, by a vote of 8-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 8-0 to approve the following statement:

That Zoning Map Amendment 22-20 is consistent with the City's adopted policy guidance because the zoning map amendment is supported by Goal #1 and Objective #10 of the Land Use Plan, which speaks to encouraging development that enhances and preserve established neighborhoods, and the conservation and revitalization of industrial locations. Furthermore, the amendments are needed to match the manner in which these areas have developed and to remove unneeded restrictions.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-20
August 23, 2022**

Request

A request by the High Point City Council to rezone 14 properties, totaling approximately 146 acres, as part of the Comprehensive Zoning Map Amendment Project. This request focuses on lands north of E. Martin Luther King Jr Drive, along Avondale Street, Spring Garden Road and N. Pendleton Street.

Background

The purpose of the Comprehensive Zoning Map Amendment Project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development. The Comprehensive Zoning Map Amendment Project was initiated in 2017. The City Council initiated this current fourth round of zoning evaluations, associated with this request, in December 2020.

Details of Proposal

The following is a summary of the properties to be considered under this Zoning Map Amendment.

From	To	Development/Use	Location
CU R-5 CU-I CU-HI (CU 06-24)	R-5 LI	Undeveloped parcels and four single family dwellings	Land lying at the northern terminus of Avondale Street and Spring Carden Circle and along the west side of Hendrix Street.
CU-HI (CU 84-06) CU-LI (CU-07-31)	LI	Various industrial uses (Kivett Drive Industrial Park)	An industrial subdivision lying north of the railroad tracks, along both sides of N. Pendleton Street.

Analysis

The requested rezoning of these lands is intended to remove outdated zoning conditions and update zoning to match the development pattern of the surrounding area. See attached evaluations for further detail.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The zoning map amendment is supported by Goal #1 and Objective #10 of the Land Use Plan, which speaks to encouraging development that enhances and preserve established neighborhoods, and the conservation and revitalization of industrial locations.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The amendments are needed to match the manner in which these areas have developed and to remove unneeded restrictions.

Recommendations

Staff recommends approval of the following zoning map amendments:

- 1) **Area A** (established under CU 00-24 and UC 06-24). Multiple parcels lying at the northern terminus of Avondale Street and Spring Carden Circle and along the west side of Hendrix Street.
 - a) Rezone the southern portion of Guilford County Tax Parcel 18664 (portion of 104 Avondale Street) from a CU-HI District to the LI District.
 - b) Rezone the northern portion of Guilford County Tax Parcel 18664 (portion of 104 Avondale Street) from a CU-I District to the R-5 District.
 - c) Rezone Guilford County Tax Parcel 182132 (143 Spring Garden Circle) from a CU-I District to the R-5 District.
 - d) Rezone Guilford County Tax Parcels 182227, 182228, 234681, 182107, 182133, 182231 and 182245 (100, 101, 103 and 105 Avondale Street, 149-R Spring Garden Circle and 700 & 704 Hendrix Street) from a CU R-5 District to the R-5 District.
- 2) **Area B** (established under CU 07-31 and CU 84-06). Multiple parcels within the Kivett Drive Industrial Park, lying north of the railroad tracks, along both sides of N. Pendleton Street.
 - a) Rezone the eastern half of Guilford County Tax Parcel 181921 and 216878 (portion of 201 & 214 N. Pendleton Street) from a CU-LI District to the LI District.
 - b) Rezone Guilford County Tax Parcel 181917, 181916 & 131185 (100, 206 & 210 N. Pendleton Street) from a CU-HI District to the LI District.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

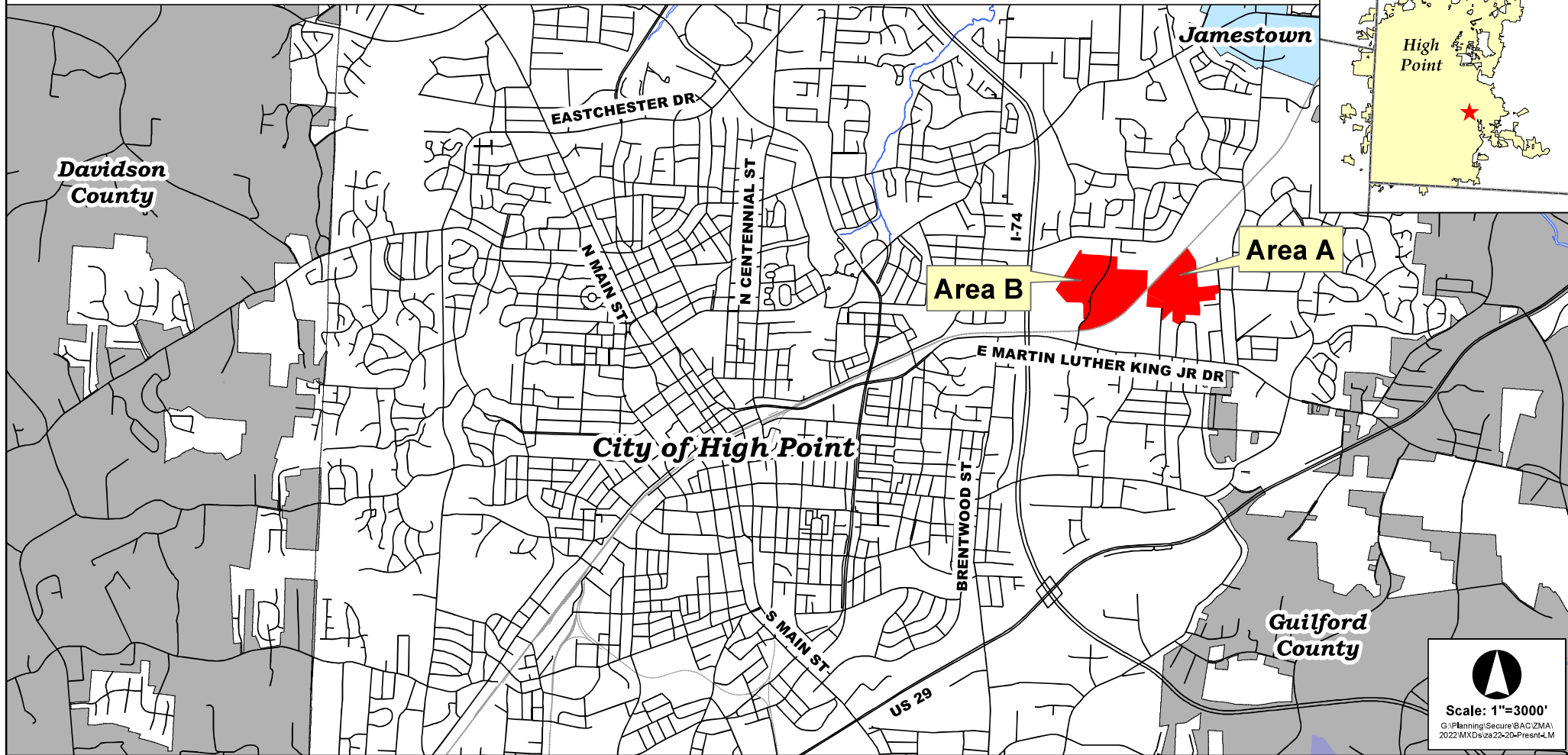
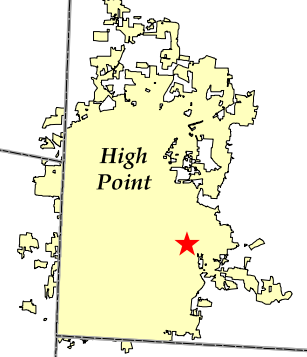
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director

LOCATION MAP

ZONING MAP AMENDMENT: ZA-22-20

Applicant: City of High Point

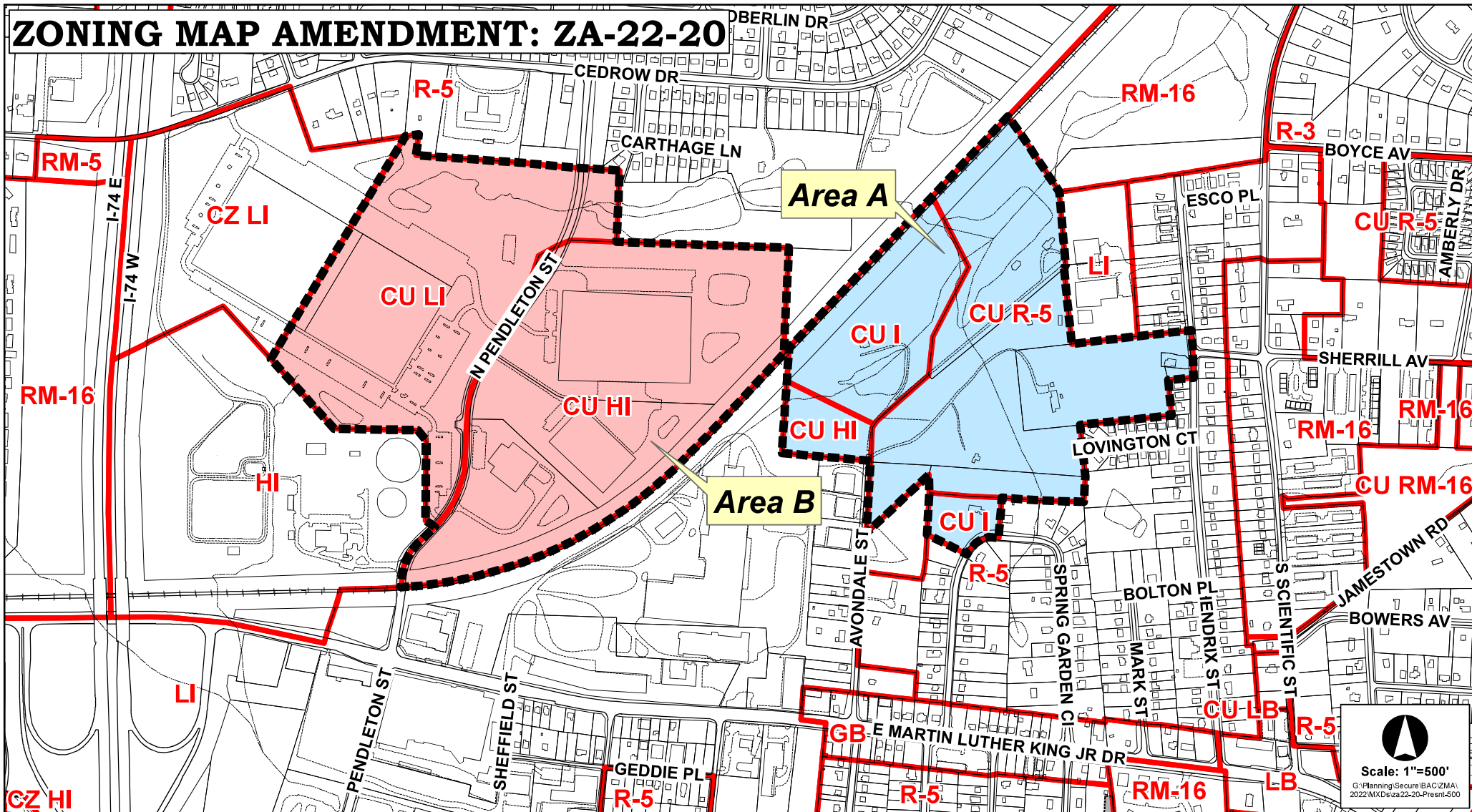
Vicinity Map



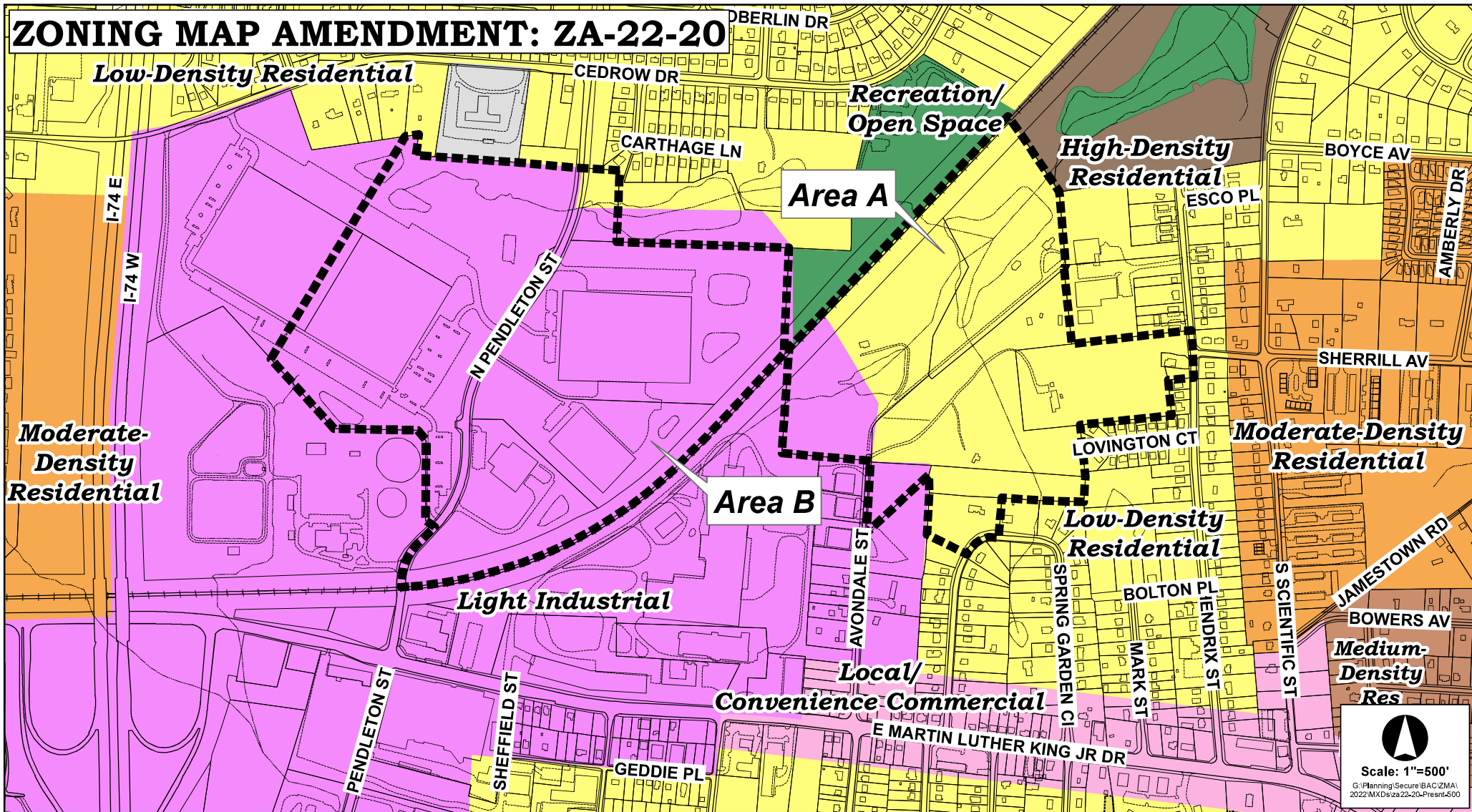
Scale: 1"=3000'

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ZONING MAP AMENDMENT: ZA-22-20



ZONING MAP AMENDMENT: ZA-22-20



AREA - A

Location: Multiple parcels lying at the northern terminus of Avondale Street and Spring Garden Circle and along the west side of Hendrix Street.

Current Use: Undeveloped parcels and four single family dwellings

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Institutional (CU-I) Conditional Use Residential Single Family – 5 (CU R-5) Conditional Use Heavy Industrial (CU-HI)	Residential Single Family – 5 (R-5) Light Industrial (LI)
<i>Purpose & Intent:</i>	<u>R-5 District</u> The R-5 district is established to accommodate principally single-family detached dwellings developed at a density of 5 units an acre that is served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. District regulations discourage uses that interfere with the development of residential development or that is detrimental to the residential nature of the district. <u>HI District</u> The HI district is established to accommodate heavy manufacturing, assembly, fabrication, processing, distribution, storage, research and development, and other industrial uses that may be large-scale or otherwise have extensive exterior movement of vehicles, materials, and goods, and greater potential for adverse environmental and visual impacts. <u>I District</u> The I district is established to accommodate large-sized public, quasi-public, and institutional uses such as colleges, universities, or hospitals in a campus-like setting. Uses in the I district can have substantial land use impacts or traffic impacts on surrounding uses. This district is not intended to accommodate those smaller public and institutional uses that are typically found in residential districts.	<u>R-5 District</u> Same <u>LI District</u> The LI district is established to accommodate light manufacturing, assembly, fabrication, processing, distribution, storage, wholesales sales, research and development, and other industrial uses that are small-scale and result in minimal exterior movement of vehicles, materials, and goods, and have minimal visual impacts. The district also allows commercial activities intended to serve the primary businesses in the districts and their employees as well as multi-family, retail, and personal services establishments as adaptive re-uses of existing buildings within the Core City.
<i>Current Uses:</i>	Permitted	Permitted

<i>Conditions</i>	<u>Zoning Case 00-24 and 06-24</u> • Permitted uses (<i>sports camp, retreat center/rehabilitation or counseling center, church, contractor for heavy construction equipment and single family dwellings</i>) • Setbacks, landscaping, signage • Right-of-way dedication and access.	None
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	Adjacent Zoning	Adjacent Land Use
North:	Residential Single Family – 5 (R-5) District	Single family dwellings (<i>across railroad tracks</i>)
South:	Residential Single Family – 5 (R-5) District Light Industrial (LI) District	Single family dwellings Light industrial uses
East:	Residential Single Family – 5 (R-5) District Light Industrial (LI) District	Single family dwellings Industrial uses
West:	Light Industrial (LI) District	Industrial uses

Land Use Plan Classification
The area is designated as follows: • Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. • Light Industrial: Light industrial uses include general manufacturing, wholesaling, warehousing, and research and development uses.

Analysis/Recommendation

The 57.6 acres associated with this zoning request was initially rezoned in 2000 from residential to an institutional and heavy industrial district for a potential sports camp, rehabilitation/counseling center and heavy construction equipment repair facility. These projects never came to fruition and in 2006 the central portion of the site was rezoned for a potential single family subdivision, which was also never developed. This area is proposed to be rezoned to the LI and R-5 District to more accurately match the manner in which adjacent lands have developed and to be consistent with the Land Use Plan.

That portion of the site lying along the west side of Avondale Street, at its northern terminus, consists of an undeveloped portion of a larger parcel that has a CU-HI District zoning. Since the Land Use Map designates lands along the western side of Avondale Street with a Light Industrial land use classification and given that the proposed heavy construction equipment repair facility was never developed, staff is recommending this zoning be changed to the LI District.

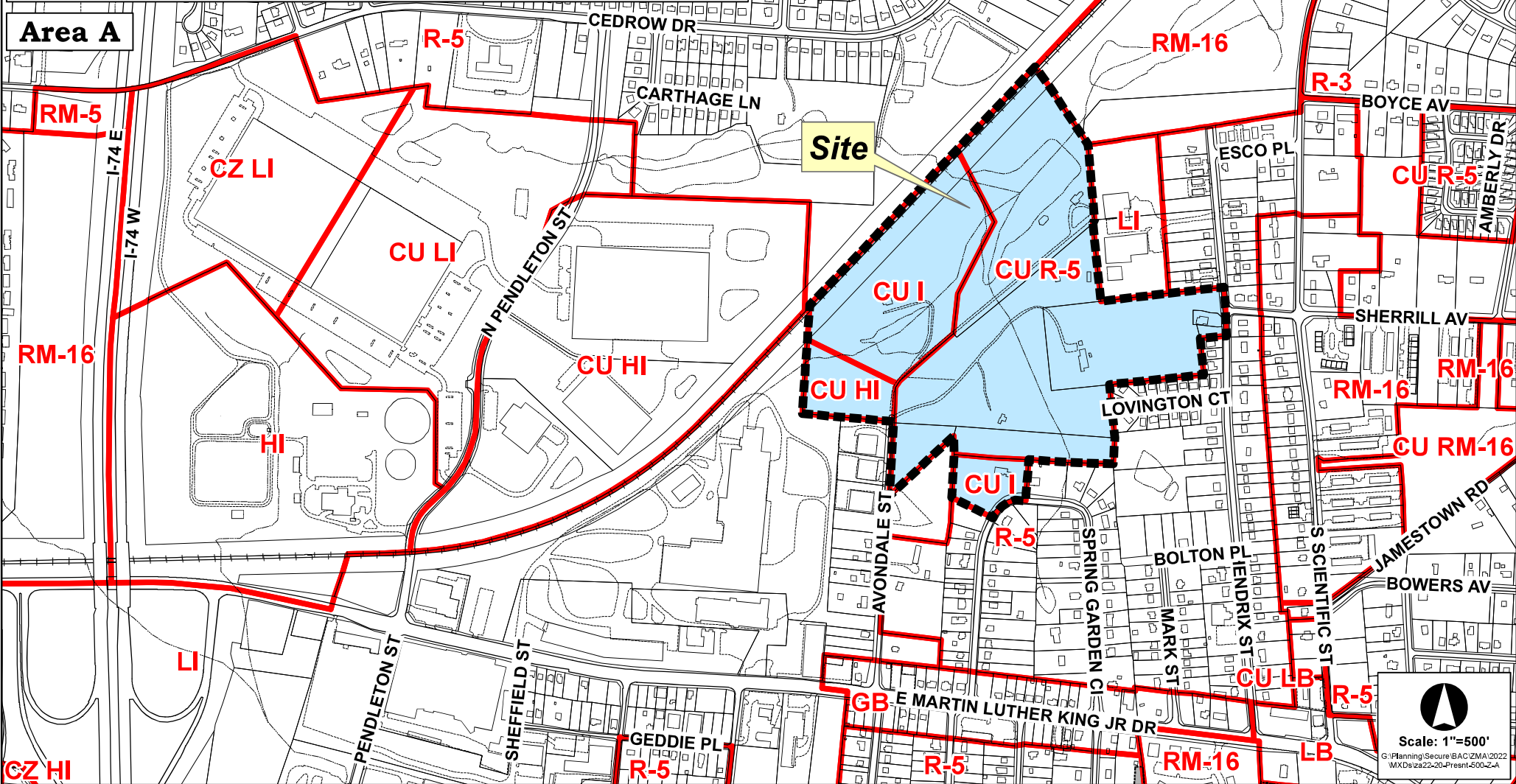
As for the remaining area of the site, it has a Land Use Map classification of Low-Density Residential and the zoning consists of a mixture of CU-I and CU R-5 Districts from two separate rezoning cases. As neither the proposed *sports camp and retreat center/rehabilitation use from 2000 and single family subdivision from 2006* were never developed, staff is recommending rezoning to the R-5 district. This will 1) clean up the zoning pattern of this area to support future redevelopment, and 2) create a zoning pattern that is consistent with the Land Use Plan and surrounding development. Finally, the

Conditional Use (CU) designation for the R-5 zoned area is no longer required. Many of the zoning conditions from that 2006 rezoning are now addressed by the Development Ordinance.

Staff recommendation.

- a) Rezone the southern portion of Guilford County Tax Parcel 18664 (portion of 104 Avondale Street) from a CU-HI District to the LI District.
- b) Rezone the northern portion of Guilford County Tax Parcel 18664 (portion of 104 Avondale Street) from a CU-I District to the R-5 District.
- c) Rezone Guilford County Tax Parcel 182132 (143 Spring Garden Circle) from a CU-I District to the R-5 District.
- d) Rezone Guilford County Tax Parcels 182227, 182228, 234681, 182107, 182133, 182231 and 182245 (100, 101, 103 and 105 Avondale Street, 149-R Spring Garden Circle and 700 & 704 Hendrix Street) from a CU R-5 District to the R-5 District.

ZONING MAP AMENDMENT: ZA-22-20



ZONING MAP AMENDMENT: ZA-22-20

Area A

CARTHAGE LN

Site

N PENDLETON ST

AVONDALE ST

SPRING GARDEN CI

LOVINGTON CT

HENDRIX ST

ESCO PL

SHERRILL AV

S SCIENTIFIC ST

BOYCE AV

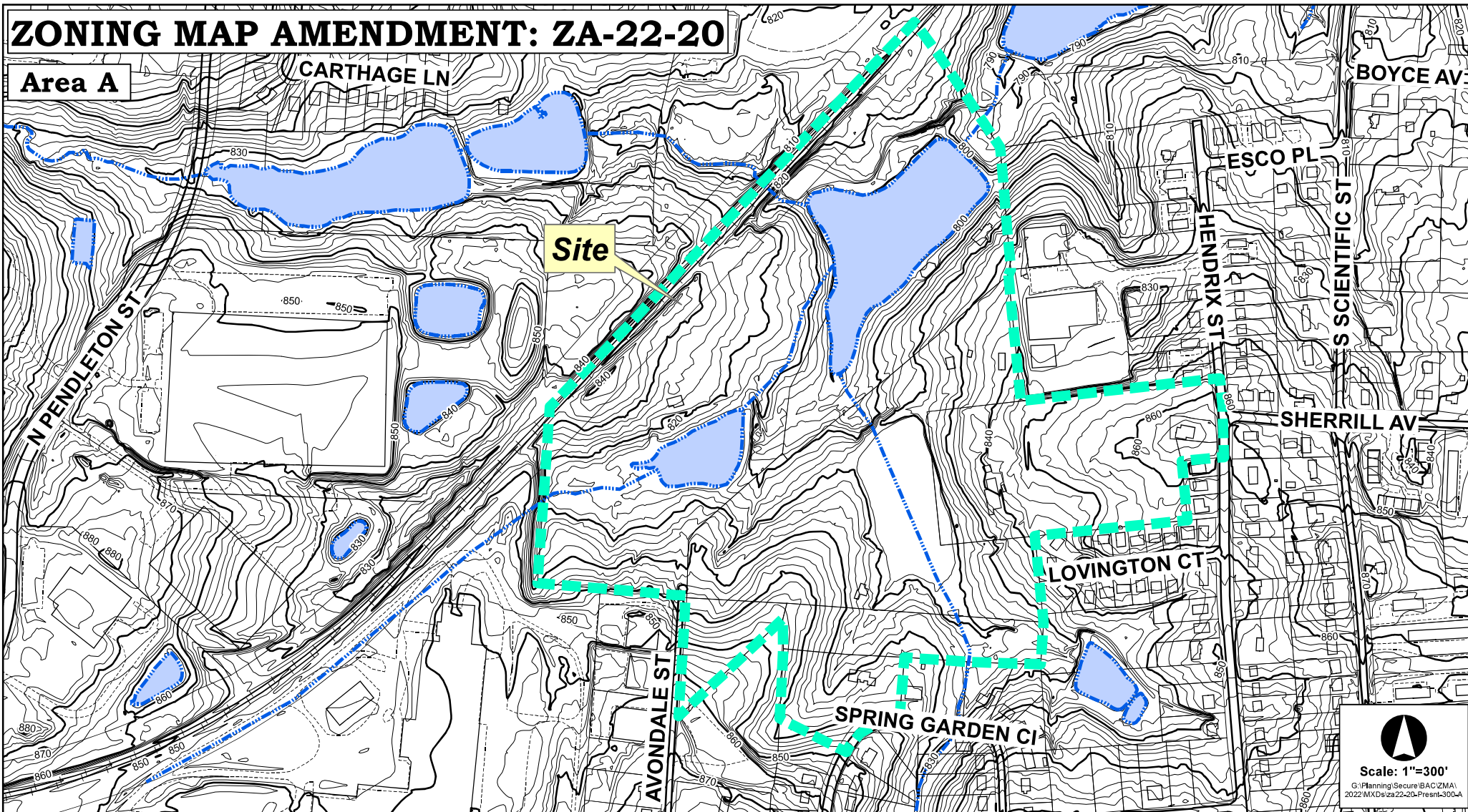


Scale: 1"=300'

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ZONING MAP AMENDMENT: ZA-22-20

Area A



Scale: 1"=300'

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AREA - B

Location: Multiple parcels within the Kivett Drive Industrial Park, lying north of the railroad tracks, along both sides of N. Pendleton Street.

Current Use: Various industrial uses

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Light Industrial (CU-LI) Conditional Use Heavy Industrial (CU-HI)	Light Industrial (CU-LI)
<i>Purpose & Intent:</i>	<u>LI District</u> The LI district is established to accommodate light manufacturing, assembly, fabrication, processing, distribution, storage, wholesales sales, research and development, and other industrial uses that are small-scale and result in minimal exterior movement of vehicles, materials, and goods, and have minimal visual impacts. <u>HI District</u> The HI district is established to accommodate heavy manufacturing, assembly, fabrication, processing, distribution, storage, research and development, and other industrial uses that may be large-scale or otherwise have extensive exterior movement of vehicles, materials, and goods, and greater potential for adverse environmental and visual impacts.	<u>LI District</u> Same
<i>Current Uses:</i>	Various industrial uses	No changes
<i>Conditions</i>	<u>Zoning Case 07-31 and 94-05</u> • Allowable light industrial uses • Vehicular and pedestrian access • Landscape buffers	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Single Family – 5 (R-5) District	Single family dwelling
South:	Light Industrial (LI) District Heavy Industrial (HI) District	Various industrial uses and City of High Point Water Treatment plant
East:	Residential Single Family – 5 (R-5) District	Single family dwelling
West:	Conditional Zoning Light Industrial (CZ-LI) District and Heavy Industrial (HI) District	Various industrial uses and City of High Point Water Treatment plant

Land Use Plan Classification

The area is designated as follows:

- **Light Industrial:** Light industrial uses include general manufacturing, wholesaling, warehousing, and research and development uses.

Analysis/Recommendation

Lands associated with this area are part of the Kivett Drive Industrial Park. This industrial park and its HI District zoning was established in 1984 under the 1980 version of the Development Ordinance. Since the 1980s, there have been three major rewrites to the Development Ordinance with the most recent being adopted in 2017. In 2007 and 2012, the western portion of this industrial park was rezoned to the CU-LI and CZ-LI Districts to support development of the Polo/Ralph Lauren distribution facility.

Land in this industrial park have developed with light industrial uses and rezoning from the HI District to a LI District will more accurately reflect the manner in which development has occurred and will bring the zoning in line with the Land Use Plan classification for this area. Furthermore, under the current Development Ordinance a wide range of industrial uses, with activity occurring inside structures, are permitted in the LI District. The HI District is reserved for noxious uses that have the most adverse environmental and visual impacts on adjacent lands, such as asphalt plants, hazardous waste disposal, landfills, trash transfer stations and toxic chemical/pesticide/fertilizer manufacturing.

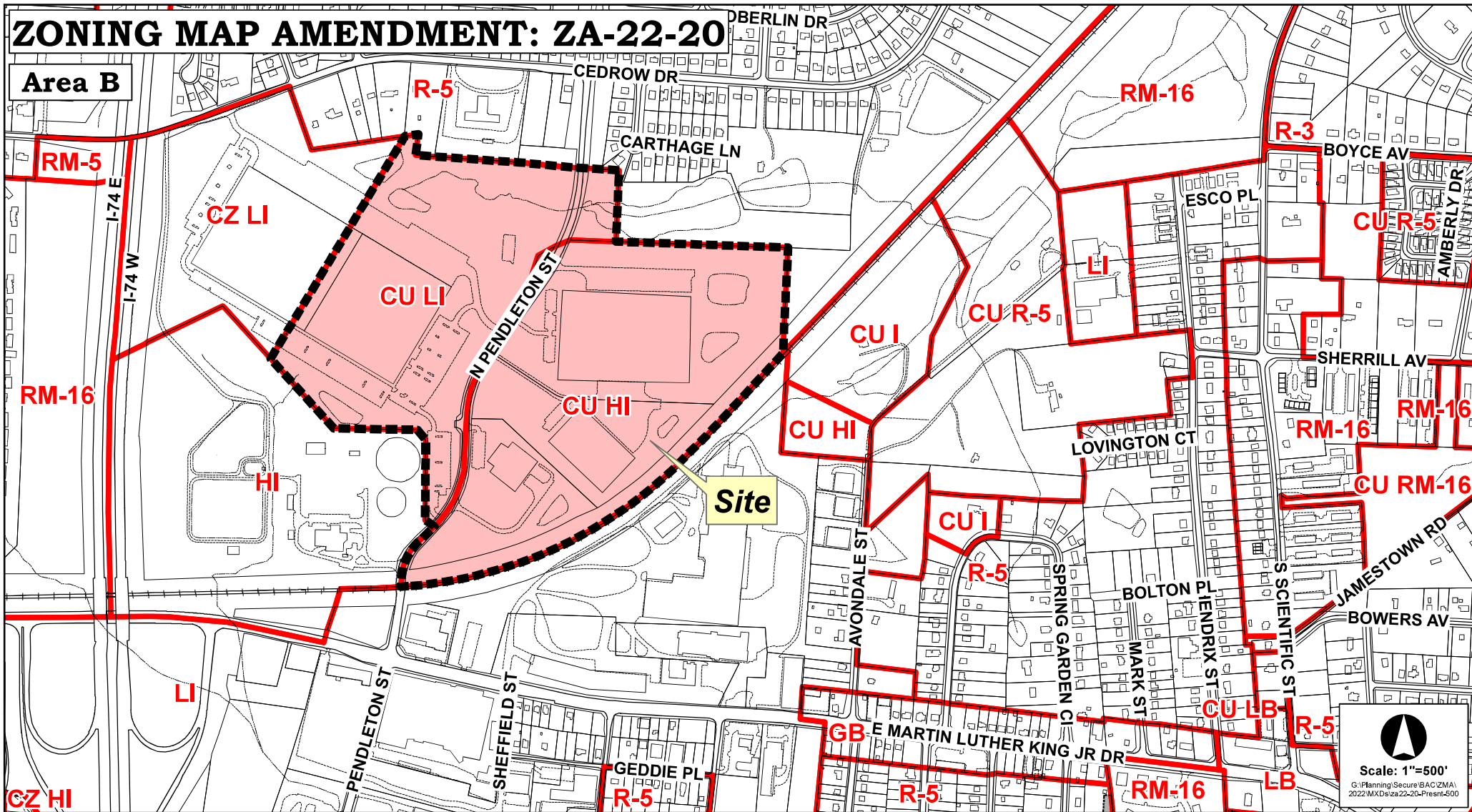
The far western portion of the Ralph Lauren site, abutting the I-74 corridor, is proposed to remain zoned with a CZ-LI District that was established in 2012. That zoning approval contain conditions for a minimum 200 foot building setback from Cedrow Drive, higher landscaping standards and access restriction to protect the adjacent residential subdivision along the north side of Cedrow Drive.

Staff recommendation.

- a) Rezone the eastern half of Guilford County Tax Parcel 181921 and 216878 (portion of 201 & 214 N. Pendleton Street) from a CU-LI District to the LI District.
- b) Rezone Guilford County Tax Parcel 181917, 181916 & 131185 (100, 206 & 210 N. Pendleton Street) from a CU-HI District to the LI District.

ZONING MAP AMENDMENT: ZA-22-20

Area B

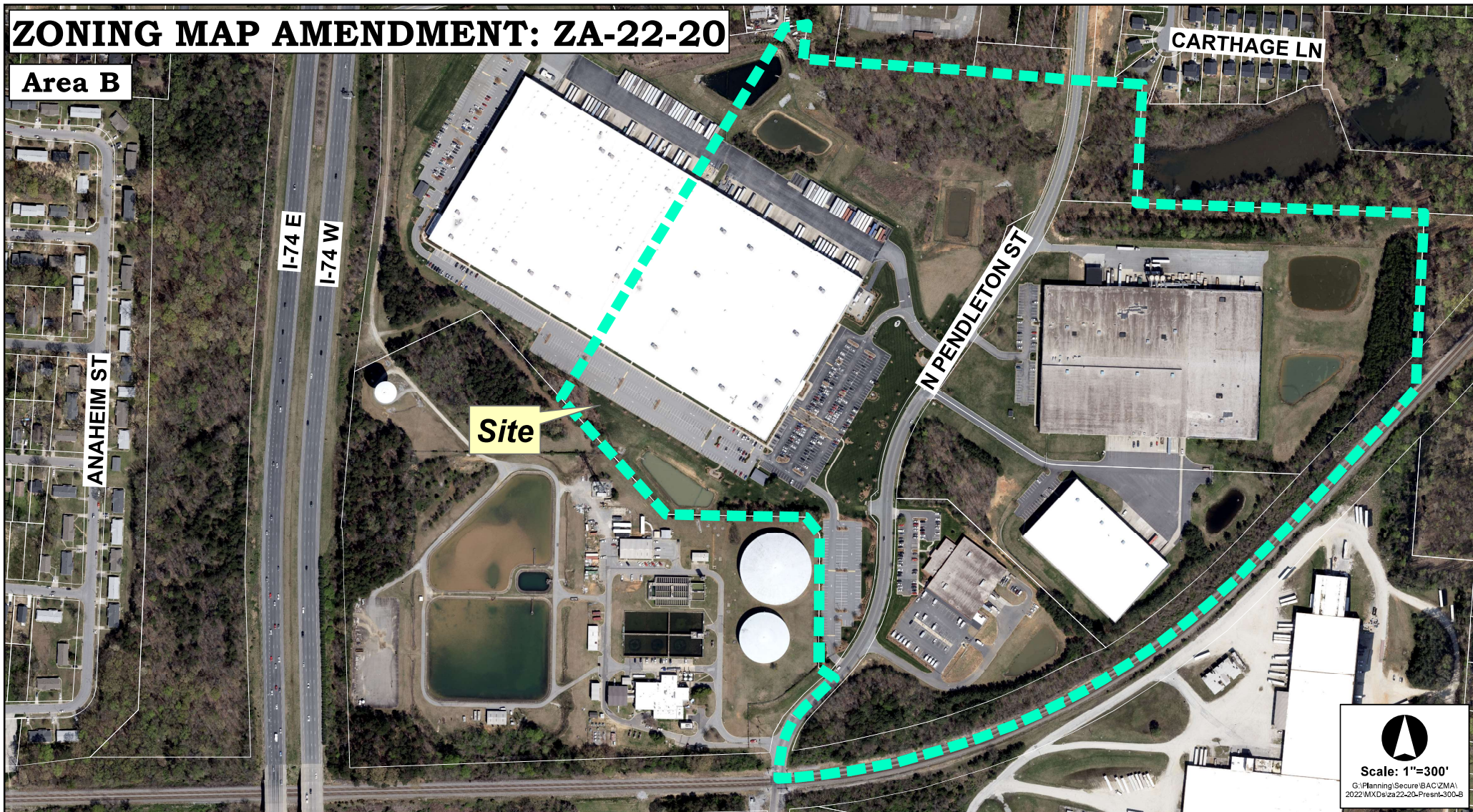


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ZONING MAP AMENDMENT: ZA-22-20

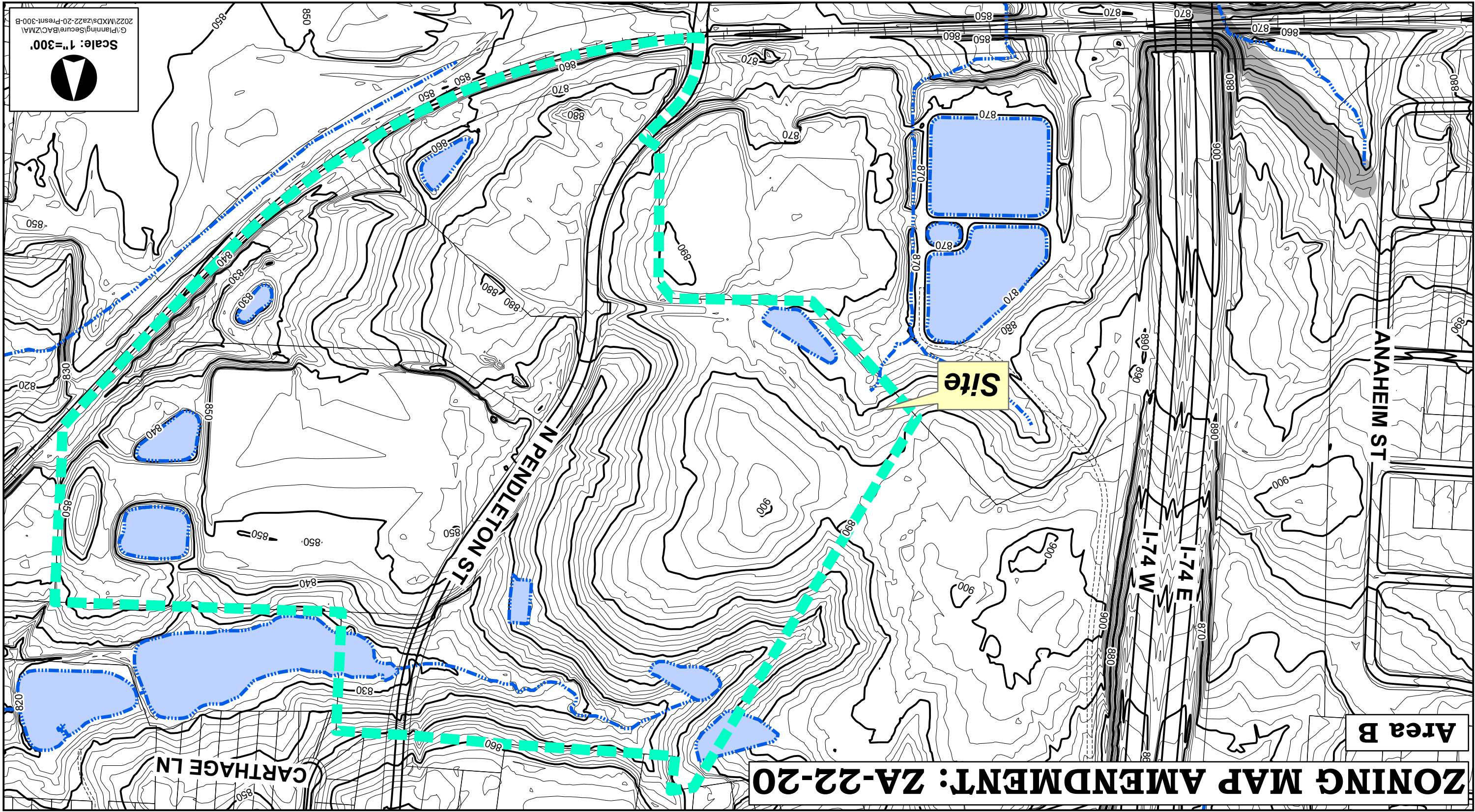
Area B




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ZONING MAP AMENDMENT: ZA-22-20

Area B



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AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 23, 2022 and before the City Council of the City of High Point on September 19, 2022 regarding **Zoning Map Amendment Case 22-20 (ZA-22-20)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on August 13, 2022, for the Planning and Zoning Commission public hearing and on September 7, 2022 and September 14, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **September 19, 2022**.

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

SECTION 1

Area A – Part 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Light Industrial (LI) District**. Approximately **2.1 acres** consisting of the southern portion of **Guilford County Tax Parcel 182226** (southern portion of parcel addressed as 104 Avondale Street), lying along the west side of Avondale Street, at its northern terminus.

SECTION 2

Area A – Part 2

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Single Family – 5 (R-5) District**.

- a. **Guilford County Tax Parcel 182226 (northern portion)**. Approximately **10 acres** consisting of the northern portion of a parcel addressed as 104 Avondale Street), lying at the northern terminus of Avondale Street.
- b. **Guilford County Tax Parcel 182227** (100 Avondale Street), approximately **14.25 acres** lying to the northeast of the northern terminus of Avondale Street and abutting the northeastern property line of Guilford County Tax Parcel 182226. The parcel is more specifically described in BK 8352 – PG 2270 as recorded in the Guilford County Register of Deeds Office.
- c. **Guilford County Tax Parcels 234681** (103 Avondale Street), approximately **13.3 acres** consisting of all of Lot No. 2 as depicted on the survey entitled "Exclusion Map for Miriam C. Carty Living Trust," said map being recorded in Plat Book 207, Page 96, in the Guilford County Register of Deeds Office. The parcel is also described in Bk 8601 Pg 29 as recorded in the Guilford County Register of Deeds Office .

- d. **Guilford County Tax Parcels 182228** (101 Avondale Street), as depicted as Lot 1 on PB 207 Pg 96 as recorded in the Guilford County Register of Deeds Office, containing **8.09 acres**.
- e. **Guilford County Tax Parcels 182231 and 182245** (700 & 704 Hendrix Street), depicted as Lot 2 and Lot 3 on PB 169 Pg 81 as recorded in the Guilford County Register of Deeds Office. Lots 2 containing **0.24 acres** and Lot 3 containing **0.16 acres**.
- f. **Guilford County Tax Parcels 182133** (149-R Spring Garden Circle), approximately **3.04 acres** depicted as Lot 1 on PB 20 Pg 85 as recorded in the Guilford County Register of Deeds Office, containing **3.04 acres** more or less.
- g. **Guilford County Tax Parcels 182107** (105 Avondale Street) and more specifically described as follows. BEGINNING at an iron stake in the East margin of Avondale Drive (formerly North Drive), the Northwest corner of property of Duke Power Company; thence along the East right-of-way line of Avondale Drive, North 10-13 East passing an iron pin, 399 feet, more or less to an iron pin in the line of Canaan, Inc., (formerly corner of J.G. Ritch); thence along the line of Canaan, Inc., South 79-3 5 East 318. 66 feet more or less to an iron pin, a corner (formerly a common corner of Wilson, Groome, Lackey and Amos); thence with the former West line of Amos, South 10-15 West 56.6 feet to an iron stake, the present Northeast corner of Duke Power Company; thence with the line of Duke Power Company, South 53-15 West 466.9 feet to the point and place of BEGINNING and being **1.70 acres**, more or less.
- h. **Guilford County Tax Parcel 182132** (143 Spring Garden Circle). The area being rezoned is depicted on a map that is a part of DB 7478 PG 2469 (survey is on page 2473) and described on a map in DB7478 pg2473 and containing approximately **2.4 acres**.

SECTION 3

Area B

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Light Industrial (LI) District**. Approximately 82 acres, located within the Kivett Drive Industrial Park, lying north of the railroad tracks and along both sides of N. Pendleton Street.

- a. **Guilford County Tax Parcels 181917** (100 N. Pendleton Street). The parcel is known as Lots 2 (**1.64 acres**) and 3 (**8.6 acres**) of the Kivett Drive Industrial Park as depicted in PB 131 Pg 67 as recorded in the Guilford County Register of Deeds Office.
- b. **Guilford County Tax Parcels 181916 and 181915** (206 and 210 N. Pendleton Street). The parcel is known as Lot 5 (**10.06 acres**) and Lot 6 (**24.19 acres**) of the Kivett Drive Industrial Park as depicted in PB 193 Pg 113 - 114 as recorded in the Guilford County Register of Deeds Office.
- c. **Guilford County Tax Parcels 216878** (214 N. Pendleton Street). The parcel is known as Lot 8 (**1.7 acres**) of the Street Dedication Map for Carolina Income Properties VI in PB 176 Pg 110 as recorded in the Guilford County Register of Deeds Office.
- d. **Guilford County Tax Parcels 181921 (eastern portion of parcel)** (201 N. Pendleton Street). The portion of the parcel being rezoned is known as Revision of Lot 7 (**35.80 acres**) of the Kivett Drive Industrial Park as depicted on PB 167 PG 128 as recorded in the Guilford County Register of Deeds Office. The 92.45 foot wide portion of this lot lying south of Guilford County tax Parcels 181899 and 181919 (1502 and 1504 Cedrow Drive) is excluded from this zoning petition.

SECTION 6

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 7

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

SECTION 8.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 15th day of August, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: City of High Point and Guilford County Board of Education - Memorandum of Understanding (MOU) for Student Transportation

From: Angela Wynes – HPTS Manager

Meeting Date: September 19, 2022

Advertising Date: N/A

Public Hearing: No

Advertised By: N/A

Attachments: 1. Exhibit A: Passenger Conduct Sign for Buses
2. Exhibit B: High Point and Guilford County Schools MOU

PURPOSE:

Consideration of an Memorandum of Understanding (MOU) between the City of High Point and Guilford County Board of Education.

BACKGROUND:

Guilford County Schools (GCS) has requested the City to allow high school students to have access to the High Point Transit System regular service with a valid GCS issued “One Card”. This will allow students with the One Card traveling to and from school to access the system during the 2022-2023 school year. Specific dates are spelled out in the MOU. High Point transit System will use existing routes and is not adding additional route with this MOU. The City does agree to evaluate the potential for adding additional stops along existing routes if needed. Guilford County Schools has agreed to pay the City a fee of \$1.50 per student rider per school day.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends authorizing the City Manager to execute the Memorandum of Understanding with Guilford County Board of Education for student transportation.

**NORTH CAROLINA
GUILFORD COUNTY**

**MEMORANDUM OF UNDERSTANDING
STUDENT TRANSPORTATION**

This Agreement made and entered into this the 10th day of August, 2022 by and between the **CITY OF HIGH POINT** (hereinafter referred to as “**CITY**”), and **THE GUILFORD COUNTY BOARD OF EDUCATION** (also known as Guilford County Schools and referred to herein as “**GCS**”), a North Carolina body corporate in the State of North Carolina designated to operate the public schools in the County, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina.

WHEREAS, GCS requests the **CITY** to allow its high school students to have access to the **CITY’S** regular bus transportation service with a valid **GCS** issued “One Card” (hereinafter referred to “Eligible Riders”) and **GCS** to pay for these services on a monthly basis;

WHEREAS, CITY has agreed to allow such access its regular High Point Transit Agency services and wants to facilitate use of City transportation by its residents;

NOW THEREFORE, in consideration of the foregoing and the mutual representations, covenants and conditions contained herein, the parties hereby agree as follows:

1. High Point Transit Agency service will allow **GCS** Eligible Students (defined as those students of **GCS** in possession of a One Card or Student ID designating them as a **GCS** student who are travelling to or from a **GCS** school) to access the system for the purpose of school transportation during the School Year 2022-2023 on the following schedule (dates will be adjusted as needed based on academic calendars):

School Year 2022-2023

School days between July 1st, 2022 and the second week in June, 30, 2023. These dates are subject to change based on the **GCS’s** School calendar.

- **GCS** will not be charged for any student ridership on days when school is not in session in person, including weekends, where no

ridership charges are permitted. A copy of the GCS school calendar is attached hereto and marked Attachment B.

- GCS and High Point Transit System also agree to evaluate routes to support expansion of bus stop opportunities in areas where high concentration of student populations reside.

2. Term of Agreement. The term of this Agreement shall begin on July 1, 2022 and continue until terminated by either party upon thirty days' notice or until June 30, 2023, whichever is later.

3. No Joint Venture. Nothing in this Agreement is intended to create a joint venture or partnership and each party remains responsible for its own obligations.

4. . Responsibilities of CITY.

A. **CITY** shall allow access to the existing transit system to **GCS's** Eligible Riders during the term of this Agreement. During the term of this Agreement, the **GCS** Calendar will not be modified except by the mutual consent in writing of both **GCS** and **CITY**, other than alterations to the in-person instructional days resulting from inclement weather, pandemic-related effects and other matters out of the control of GCS such as power outages. At the request of GCS, CITY may develop cost estimates for additional services and may add these services if GCS agrees to pay the added cost.

B. The CITY agrees to notify GCS as soon as practicable in the event that any route utilized by GCS students is modified, cancelled, postponed or otherwise altered for any reason including inclement weather, personnel issues or other issue outside of the control of CITY. CITY agrees it will not otherwise alter any routes during the pendency of this Agreement without 5 days' notice to GCS.

C. It is expressly understood and agreed that the **CITY** owes no duty to any of the **GCS's** Eligible Riders different from any other patron of the **CITY** public transportation system. In other words, the CITY owes to students the same duty of care as all other riders and nothing in this Agreement is intended to increase the duties owed to passengers by the

CITY or assume the liability, responsibilities and duties of the Guilford County Board of Education.

4. **Compensation.** GCS agrees to pay a per day ridership fee of \$1.50 (one dollar and fifty cents) per student rider per school day for each GCS student that uses a One Card or Student ID to ride CITY buses on days when instruction is delivered at a school site designated in this Agreement. Additionally, the CITY agrees to allow GCS students showing a One Card to ride the transportation system at any time during those days. In addition to and without compromising any other legal rights and remedies that CITY may have in enforcing the terms of this Agreement, CITY, may, in its sole discretion, terminate the permitted use of the GCS “One Card” or any other similar method provided by GCS to its students to ride the CITY’s transit system if any part of a scheduled payment remains unpaid for thirty days (30) or more after it is due. Finally, GCS may arrange with the City for Students to be able to use CITY transit at other times and the CITY agrees to facilitate ridership by GCS Students at other times by amendment to this Agreement.

5. **GCS’s Responsibilities:**

- A. **GCS Students.** GCS does not delegate to the CITY any special duty of care by way of this Agreement. The CITY has the same duty of care to students as it does to other riders.
- B. **Travel Training.** GCS personnel will notify Eligible Riders of how to use CITY services by using a current student photo identification card and is responsible for training students on how to access the public bus transportation service.
- C. **Marketing, Advertising and Communications Support.** GCS will cooperate to the best of its ability with CITY efforts to advertise, market and otherwise promote High Point Transit Agency to Eligible Riders. To the extent possible, GCS will integrate High Point Transit Agency promotional information into its existing marketing and communications mechanisms.

These mechanisms include links from High Point Transit System web sites to school web sites and the use of school intranet and internal messaging systems. In addition, GCS will support efforts to advertise and promote High Point Transit System in campus print publications. Practical efforts to integrate High Point Transit System stop and shelter

locations onto campus maps, signage and other media that may be appropriate to reach Eligible Riders will be undertaken.

While complimentary advertising and marketing mechanisms are not expected or required, a cooperative approach in developing and implementing an effective communications campaign will help to ensure the success of this project.

D. Fare Media and Identification Tracking

GCS will be responsible for the accuracy, correctness and validity of the eligible rider population for its school. Where the **GCS** issued “One Card” or some other ID card is the fare instrument, **GCS** will be responsible for comparing valid IDs to the IDs on the monthly ridership report and within ten (10) days of receiving the monthly ridership report, notify **CITY** of any invalid IDs on the report.

GCS must identify a contact person responsible for compliance with this paragraph and provide both telephone and email information for the designee.

CITY will maintain a hotlist of invalid **GCS** ID card numbers in the farebox system. **GCS** will notify **CITY** of any previous invalid **GCS** ID that is no longer invalid. **CITY** will implement a process to remove **GCS** IDs from the hotlist within twenty-four (24) hours of notice.

Changes to valid and invalid **GCS** ID reports should be sent to:

CITY OF HIGH POINT

Angela Wynes, Transit Manager
Angela.wynes@highpointnc.gov
336.833.3062
716 W. Martin Luther King Jr Drive
High Point, NC 27262

GCS
Michelle Reed, Chief Operating Officer
Reedm3@gcsnc.com
336 522 6322
619 W. Market Street
Greensboro, NC 27401

- 6. Termination Notice.** This Agreement may be terminated by either party by sending a written thirty-day (30) Notice of Termination to the other party.
- 7. Notices and Other Communications.** All notices and other communications pursuant to this Agreement other than as identified in paragraph 5C above shall be in writing and shall be delivered whether by hand, fax, email or first class mail as follows:

To the **CITY**:
Angela Wynes, Transit Manager
Angela.wynes@highpointnc.gov
336.833.3062
716 W. Martin Luther King Jr Drive
High Point, NC 27262

To **GCS**:
Michelle Reed, Chief Operating Officer
Reedm3@gcsnc.com
336 522 6322
619 W. Market Street,
Greensboro, NC 27401

- 8. Governing Law.** This Agreement shall be governed by and construed pursuant to the law of the State of North Carolina.
- 9. Modification of Agreement.** This Agreement may be amended by mutual agreement of the parties hereto in writing.

10. ADDITIONAL TERMS AND CONDITIONS

- A. Confidential Information: Except as otherwise required by law, the **GCS** will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Consultant believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the **GCS**.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the **CITY** is not public information and will not be released to the public by the **CITY**. The **CITY** will notify **GCS** of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which **GCS** has previously marked "Confidential", and if **GCS** objects to the disclosure of any of the records responsive to the request, **GCS** will notify the **CITY** in writing within forty-eight (48) hours. If so notified, the **CITY** will not disclose the records until ordered to do so by a court of competent jurisdiction, and **GCS** will enter an appearance as a party in- interest and defend the **CITY** in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which **GCS** objected. **GCS** will indemnify, save harmless, and pay any and all attorney's fees incurred by the **CITY** and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of **GCS's** objection to the release of the public records. **GCS** will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the **CITY** incurs as a result of **GCS's** objection to the release of the records requested pursuant to the North Carolina Public Records Act.

- B. As required by G.S. § 143-48.5 (Session Law 2013-418), **GCS** certifies that it complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

- C. **GCS** shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all

individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals with regard to race, color, religion, sex, national origin, protected veteran status or disability.

D. It is understood and agreed between the parties that payment of compensation specified in this Contract is dependent upon and subject to the sufficiency of funds for the purpose set forth in this Contract. At this time, it is believed that appropriate funds have been allocated to compensate for the fees described above. If such funds are not allocated or not sufficient, **GCS** may terminate this agreement with minimal penalty or liability.

E. **GCS** certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. **GCS** also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

F. **GCS** certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.55 *et seq.* and **GCS** will not utilize any subcontractor found on the NC State Treasurer's Final Divestment List created pursuant to N.C.G.S. 147-86.58. All individuals signing this Agreement on behalf of **GCS** certify that they are authorized by the Consultant to make this certification.

G. As of the date of this Agreement, **GCS** certifies that it is not listed on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed on the day and year first above written.

GUILFORD COUNTY BOARD OF EDUCATION

By:_____

Its: Chief Operating Officer

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

Chief Financial Officer, Guilford County Board of Education

CITY OF HIGH POINT

By:_____

Its:_____

Exhibit A. High Point Transit Passenger Conduct



High Point Transit System

Passenger Conduct Rules

High Point Transit System believes your trip should be pleasant and safe. To help assure this, we have rules of conduct for all passengers. Passengers that do not comply with the following rules are subject to removal. High Point Transit System reserves the right to suspend or terminate riding privileges of clients who threaten the health and/or safety of other customers, bus operators or transportation staff, or engage in other activities listed below. High Point Transit System bus operators have the authority to enforce passenger conduct rules.

Passengers will not:

- Eat, drink or smoke on the bus.
- Carry uncaged pets on the bus (except service animals).
- Sit or stand in areas other than those designated for sitting or standing.
- Sit in a seat designated for senior citizens or persons with disabilities unless authorized.
- Stand forward of area marked by yellow line behind the bus operator.
- Stand in the front or rear door area.
- Spit inside or from the bus.
- Throw any object from the bus.
- Distract bus operator.
- Bring open strollers on the bus. Please make sure they are folded before boarding.
- Play any musical instrument, radio, cassette/CD player or other electronic device, except through headphones. The volume must be low enough that the person next to you cannot hear the music.
- Stick items, arms, or any other body part out the windows.
- Place objects that would cause a trip or fall hazard in the aisle.
- Bring hazardous, flammable, or toxic materials on the bus.
- Bring open alcoholic beverages or drugs or use alcohol or drugs on the bus.
- Bring aluminum cans or other scrap metals on the bus.
- Unless a law enforcement officer, bring guns or other firearms on the bus.
- Leave offensive materials or trash on the bus.
- Wear clothing, costumes, masks, or other items that may cause injury to self or others.
- Verbally or physically abuse, threaten, or attack other passengers or bus operators.
- Push, shove, run, jump, or throw objects within the bus.
- Engage in explicit or offensive conduct or conversation or indecent exposure.
- Defecate, urinate, or release other bodily fluids on the bus or bus stop facilities.
- Have unacceptable standards of personal hygiene that becomes disruptive to other passengers.
- Make marks, etchings, cuts, or damage or deface High Point Transit System property.
- Place signs, posters, bulletins, handbills, or printed material inside or outside bus or bus stop facilities.
- Refuse to obey posted High Point Transit System notices, signs, or other written communications directed to passengers.
- Violate any local, state, federal, agency or administrative law, regulation or ordinance.
- In the event of an emergency, refuse to cooperate with bus operator or High Point Transit System representative.

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 218 Underhill St.

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 2/7/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 218 Underhill Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 10/29/2021. No action occurred by the compliance date of 11/29/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

218 Underhill St.

OWNER:

Heirs of Hattie Withers Cook

**REASON FOR
INSPECTION:**

Inspectors observed condition of the property

**FIRST
INSPECTION:
1/8/2019**

Summary of Major Violations

1. Repair or replace roof covering
2. Repair or replace foundation
3. Repair or replace sagging/broken joists and girders
4. Repair or replace weak/sagging floor in living room
5. Repair or replace chimney, brick separating from wall

**HEARING
RESULTS:
10/28/2021**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
10/29/2021**

Order to Repair or Demolish
Date of Compliance 11/29/2021

APPEALS:

None

**OWNER
ACTIONS:**

None

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

218 Underhill St.

Heirs of Hattie Withers Cook
220 Underhill St.
High Point, NC 27260

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk

ADDITIONAL:

On January 3, 2020, Mrs. Rose Holland called and spoke with the inspector. She stated she is the only living daughter in the family and her mother did not have a will when she passed. Ms. Holland asked about the minimum housing process, which the inspector explained. She stated she would like to fix the property but doesn't have the money and some of her nephews want the property, but they do not have the money to get the Deed out of her Mother's name. The inspector told Ms. Holland that the City would give her some time to try and come up with a plan. Several weeks later Ms. Holland called the inspector back and advised that she does not have the money to straighten out the Deed or the money to repair, so the City could move forward with their process.

Local Codes issued a new Hearing Notice in October of 2021, which included advertising in the newspaper. On October 20, 2021 Ms. Elizabeth Rosa, granddaughter of owner, called and spoke with the inspector. She advised the inspector there are Heirs for the property but she has no way of contacting them.

Guilford County property taxes in the amount of \$1,857.35 for the years 2018 through 2021 are due.





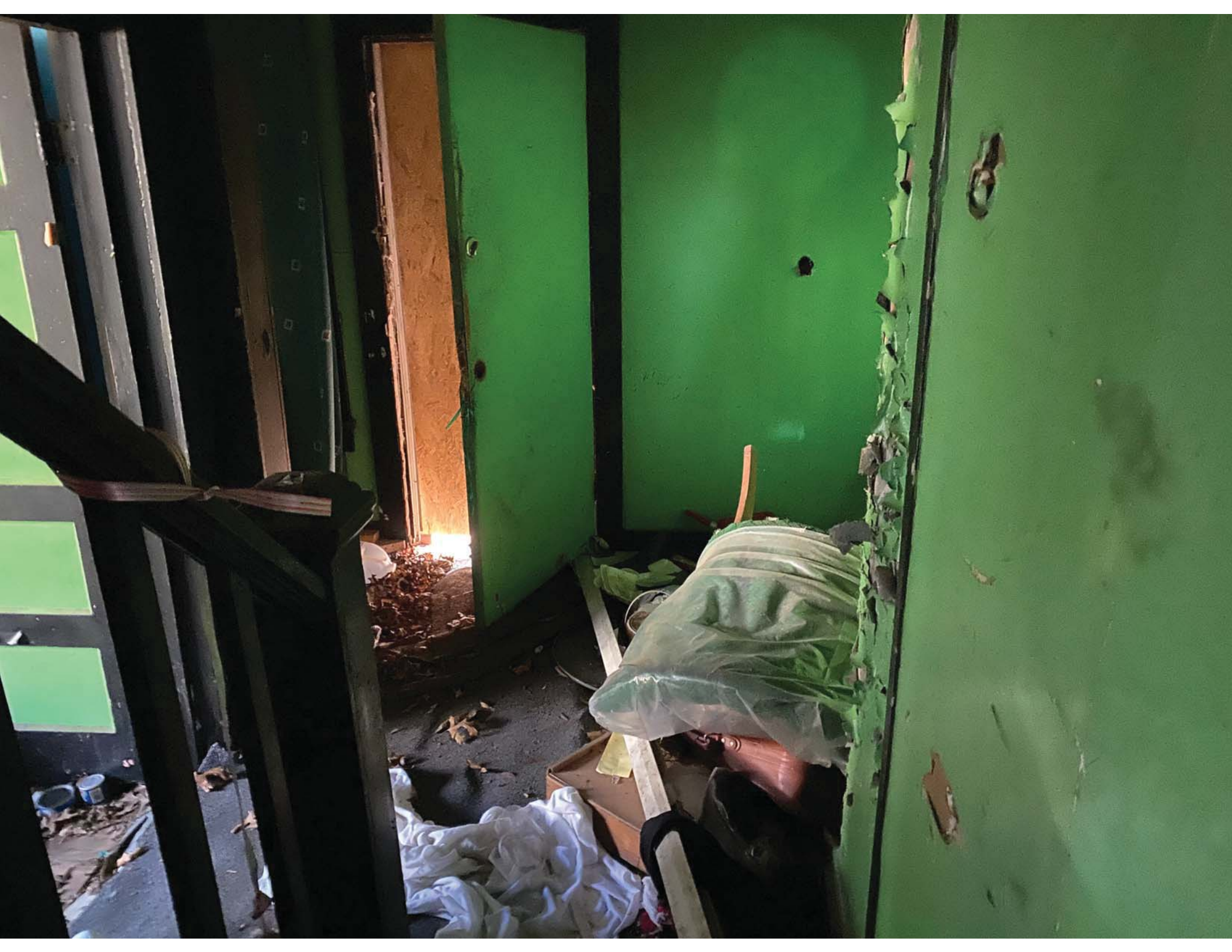




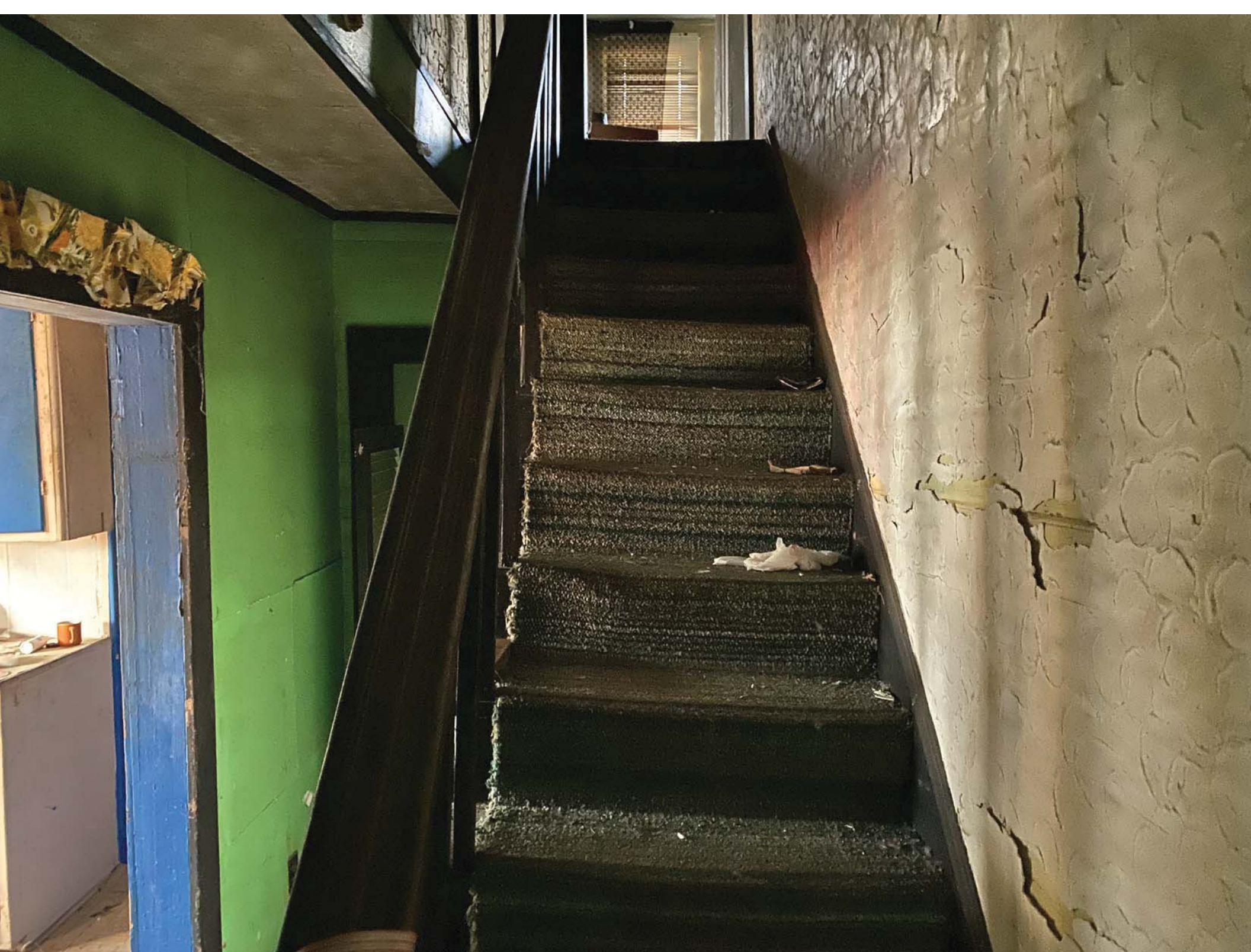














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CITY OF HIGH POINT

AGENDA ITEM



Title: Plan Amendment 22-04
(City of High Point)

From: Sushil Nepal
Planning & Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022, and
September 14, 2022

Attachments: A. Staff Report
B. Plan Amendment Resolution

Advertised By: Planning & Development

PURPOSE:

A request to change the future land use classification for approximately 77 acres from Restricted Industrial to the Low-Density Residential land use classification, based on the recommendation of the Airport Overlay District Land Use Policy Evaluation that was recommended in the PTIA Part 150 Update Assessment presented to City Council in July 2021.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 23, 2022, public hearing. All members of the Commission were present except for Mr. Alex Moore. Ms. Heidi Galanti, Planning Administrator, presented the case and recommended approval of the request as outlined in the staff report.

She also noted that the Airport Overlay District Land Use Policy Evaluation was reviewed by the Planning and Zoning Commission in July 2022 and was recommended to the City Council.

Speaking on the request:

This was a joint presentation with Zoning Map Amendment 22-21 and Text Amendment TA-22-03. Speaking against the item were Ms. Amanda Williams, Mr. Barry Siegal and Mr. Ed Price. They felt that more land was needed for residential development. Ms. Williams and Mr. Siegal asked the Commission for a 90-day delay in their vote to give them time to discuss a modification to the Zone 1 area where they had purchased land for residential development. Mr. Stephen Gossett spoke in favor of the proposed changes and asked the Commission not to delay the vote.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 5-3. Mr. Tom Kirkman made the motion and it was seconded by Mr. Ray

Wheatley, voting in favor of the motion were Ms. Angela Jiménez, Mr. Thad Juszczak, and Mr. Terry Venable. Voting against the motion were Ms. Joan Swift, Mr. Mark Morgan, and Mr. Mark Walsh. The dissenting votes were in favor of a 90-day delay to work on an alternate proposal.

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

**STAFF REPORT
PLAN AMENDMENT 22-04
August 23, 2022**

Requests		
Applicant: City of High Point	Owners: Sandra Romero-Torres & Raul Cardona-Torres; Begum & Ghulam Chaudhry; Susan Longerbone & Patricia Forrest; Greene Hill Farms; Sherri & James Harvey; Horsepower Foundations Inc.; Sara and Floyd Lowe; Donald and Annette Mills; Jarrett Pearman; Cynthia and Dale Pilcher; Uwill Group LLC; Arthur Yow	
Plan Amendment Proposal: To change the future land use classification for approximately 77 acres to the Low-Density Residential land use classification.	From:	Restricted Industrial
	To:	Low-Density Residential

Site Information	
Location:	The area lies between Sandy Camp Road and Clinard Farms Road north of the future Piedmont Parkway Extension.
Acreage:	77 acres
Current Land Use:	Single-family residential, agricultural, and undeveloped

Adjacent Property Current Land Use	
North:	Single-family residential, agricultural (Horsepower), and undeveloped
South:	Single-family residential
East:	Agricultural
West:	Single-family residential

Adjacent Land Use Plan Designations	
North:	Restricted Industrial
South:	Low-Density Residential
East:	Local/Convenience Commercial
West:	Medium-Density Residential

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

Relevant Land Use Policies and Plan Amendment History	
Community Growth Vision Statement	This request is neither consistent or inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #1 Encourage development that enhances and preserves established neighborhoods; Obj. #2 Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development.
Relevant Area Plan(s):	There are not any area plans that cover the area that is proposed for a Land Use Plan amendment.
LUPA History:	<u>PA-03-02</u> On August 7, 2003, the area bounded by Sandy Ridge Road, Clinard Farms Road, the alignment of the future Piedmont Parkway Extension, and Sandy Camp Road were amended from Low-Density Residential to Restricted Industrial as a result of the 2003 Wyle Report.

Details of Proposal

Summary of Land Use Plan Amendment Request:

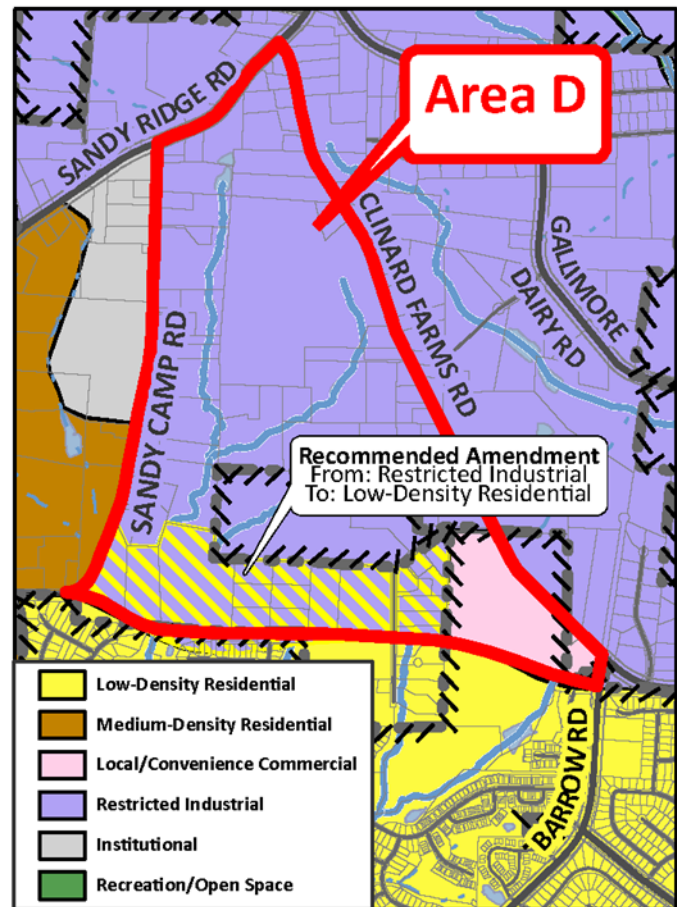
In 2021, an assessment was done to analyze the results of the Piedmont Triad International Airport Part 150 Update study to determine if any changes to the city's Airport Overlay District (ARO) were warranted. The assessment recommended eight changes to the ARO boundaries (Areas A-H). These changes, if adopted by City Council, will have impacts on allowable land uses. Therefore, an evaluation of the existing land use policies was needed to ensure that they are in alignment with one another. The *Airport Overlay District Land Use Policy Evaluation* was completed in June 2022 and concluded that two policy changes within Areas B and H, and one Land Use Plan amendment within Area D were needed. PA-22-04 represents the Land Use Plan amendment recommendation for a portion of Area D to change approximately 77 acres from Restricted Industrial to Low-Density Residential.

Staff Analysis

Area D consists of approximately 420 acres, and it is generally bounded by Sandy Ridge Road on the north, Clinard Farms Road on the east, the alignment of future Piedmont Parkway on the south and Sandy Camp Road on the west. The majority of this area is outside of city limits. The Land Use Plan has this area designated primarily as Restricted Industrial, with a small pocket of Local/Convenience Commercial at the intersection of Clinard Farms and Barrow roads.

Area D is within the Oak Hollow Lake WCA Tier 4, which allows new residential at 2 dwelling units per acre or 50% built-upon area. There are also numerous streams that run through this area that may impact development.

There is a private 6-inch sewer line along Sandy Ridge and Sandy Camp Roads to serve the prison camp, and a 16-inch public water line along these same roads that leads to a 1.36 million gallon per day (MGD) City pump station located on Sandy Camp Road.



The Johnson St./Sandy Ridge Road improvement project runs along the northern boundary of this area and it is anticipated to be complete in 2026. A portion of the Piedmont Parkway Extension runs along the southern boundary of this area. This road construction will be developer-driven, which means that it will be built as land is developed.

Area D is proposed to change from ARO Zone 2 to Zone 3, which will allow residential development that meets the 30-decibel noise level reduction standards. It contains some large parcels that are used for agriculture or are undeveloped. This area could support industrial uses or an expansion of residential uses to support the High Point North Industrial Center immediately to the north across Sandy Ridge Road or the residential growth coming up from the south. There is also a small area of Local Convenience/Commercial at the intersection of the future Piedmont Parkway Extension, Barrow Road and Clinard Farms Road. This area consists of about 37 acres, and it could serve as the commercial node for the future growth of the northwest quadrant of the city's planning area.

For now, it is recommended that most of this area remain designated as Restricted Industrial with a minor expansion of Low-Density Residential on the southern portion between the Horsepower Riding Center and the future Piedmont Parkway extension. However, if requested, it may be appropriate to allow additional residential within Area D due to it being in the Oak Hollow Lake WCA Tier 4 which limits development to 50% built-upon area, and in ARO 3, which allows

residential. Low-Density Residential is recommended due to being located between the existing low-density residential Alderbrook subdivision to the south and the agricultural use of Horsepower to the north. However, if a future applicant were to propose a slightly higher density residential land use classification such as Moderate-Density or Medium-Density Residential, it could be supported due to its proximity to the proposed Piedmont Parkway Extension and being adjacent to the Local/Convenience Commercial classification which is recommended to remain in order to support the future commercial needs of the northwest quadrant of the city's planning area.

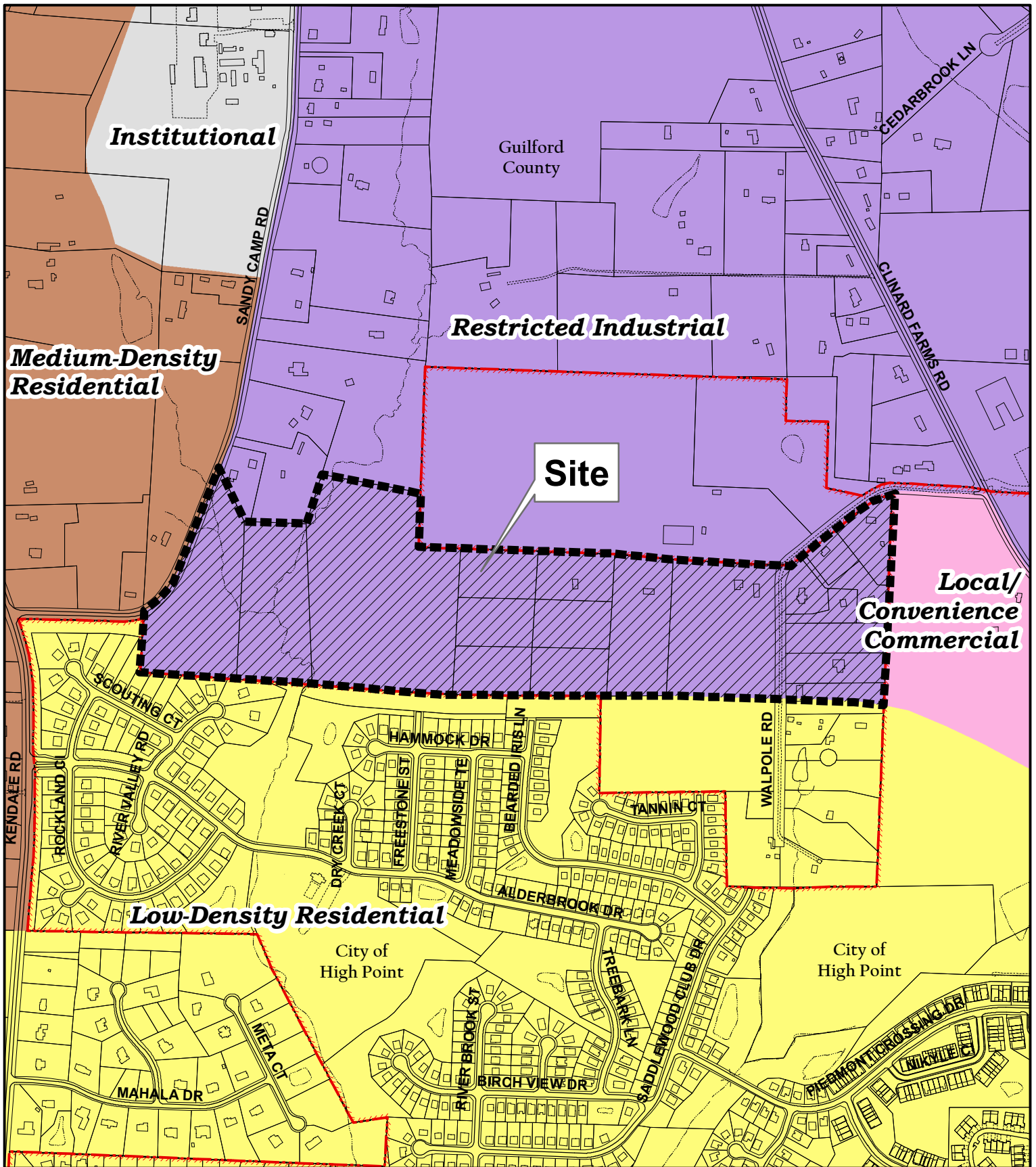
Recommendation

Staff recommends approval of this request because it is in alignment with the recommendations of the *Airport Overlay District Land Use Policy Evaluation*.

Report Preparation

This report was prepared by Planning and Development Department staff member Heidi Galanti AICP, Planning Services Administrator, and reviewed by Chris Andrews AICP, Development Administrator and Sushil Nepal AICP, Director.

List of Attachments:
Land Use Map



PLAN AMENDMENT: PA-22-04

**From: Restricted Industrial
To: Low-Density Residential**

**High Point City Limits
Subject Property Boundary**



**Planning & Development
Department**

City of High Point



Scale: 1"=700'
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A RESOLUTION AMENDING THE *LAND USE PLAN FOR THE HIGH POINT PLANNING AREA*

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on August 23, 2022 and before the City Council of the City of High Point on September 19, 2022, regarding this proposed amendment (PA 22-04) to said *Land Use Plan for the High Point Planning Area*.

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

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by reclassifying approximately 77 acres from Restricted Industrial Residential to Low-Density Residential (as shown on the attached map).

SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted by City Council
City of High Point, North Carolina
The 19th day of September 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Public hearing for iHeartMedia
From: Sandy Dunbeck, Director
Sarah Stevenson, Manager
High Point Economic Development

Public hearing: Yes

Attachments: Legal Notice

Meeting Date: September 19, 2022

Advertising Date: September 8, 2022

Advertised by: High Point Enterprise

PURPOSE:

The High Point City Council is asked to consider a request from iHeartMedia + Entertainment, Inc., to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm St., 27262) in the amount of \$177,664.

PROJECT & BACKGROUND:

iHeartMedia + Entertainment, Inc. is the #1 audio company in the United States, reaching 9 out of 10 Americans every month. With a quarter of a billion monthly listeners, iHeartMedia has a greater reach than any other media company in the U.S. The company would relocate their existing staff of 20 to the downtown and over the next 12 months anticipates an investment of \$1,000,000 in hard construction with an additional \$600,000 in furniture, broadcast, IT, and AV equipment. The company would lease 3,250 square feet of office space on the second floor for ten years with options to renew at The Bedrock, the first building of The Outfields, in High Point at 275 N. Elm Street.

BUDGET IMPACT:

The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

The High Point Economic Development staff recommends that City Council authorize performance-based incentives for the project in the amount of \$177,664 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the repayment of such financial incentives.

Aug. 25, Sept. 1, 8, 15, 2022

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council at the meeting scheduled for 5:30 p.m., Monday, September 19, 2022, in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for a company considering locating at The Bedrock building in The Outfields (275 N. Elm St.) in High Point. The company proposes leasing 3,250 square feet of office space. High Point City Council will consider rental assistance incentives of up to \$177,664 over a four-year period for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

CITY OF HIGH POINT

AGENDA ITEM



Title: Washington Street Bond Project – Railroad Agreement

From: Tyler Berrier, PE; Electric Utilities Dir.

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Railroad Wireline Agreement

PURPOSE:

The purpose of this agreement between the North Carolina Railroad, Norfolk Southern and The City of High Point is for the Electric Utilities department to have infrastructure that will occupy railroad right of way. The Washington Street project is currently in the utility relocation phase, and while the city is moving electric infrastructure away from the current railroad tracks, many poles and lines will remain within that right of way.

BACKGROUND:

The Washington Street project is a bond project that was previously approved by City Council.

BUDGET IMPACT:

Funds are included in the Capital budget to cover this agreement.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Wireline Agreement fee of \$93,281.63 to the railroad.

Railroad Use Only
NS File No. 1304586

NCRR File No. o_m-298+1515
AC:

WIRELINE AGREEMENT

THIS AGREEMENT, made and entered into by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled "Company"; and CITY OF HIGH POINT, a North Carolina government entity, hereinafter styled "Licensee"; and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "NSR";

WITNESSETH:

WHEREAS, Licensee proposes to install, maintain, operate and eventually remove six (6) 7.2 kV electric wires, two (2) neutral wires, seven (7) instances of three (3) #6 triplex aluminum wires encased within one (1) 2-inch HDPE conduit, twenty two (22) wooden poles, ten (10) downguys and seven (7) light poles, on, under, over, along and across the right of way or property and any tracks of Company between Milepost 298 plus 1,515 feet, Valuation Station 6964 plus 24 feet and Milepost 298 plus 3,410 feet, Valuation Station 6983 plus 19 feet, at or near East Washington Street in High Point, Guilford County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibits A1, A2, A3, A4, A5, A6, A7, A8, A9, A10, A11, A12, A13 & A14 dated July 13, 2022 and July 15, 2022, attached hereto and made a part hereof (hereinafter called "Facilities");

WHEREAS, Company is willing to permit the proposed Facilities, upon the following terms and conditions; and

NOW, THEREFORE, for and in consideration of the premises, payment of an initial fee by Licensee to NSR of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and also one-time non-refundable fee to Company of NINETY THREE THOUSAND TWO HUNDRED EIGHTY ONE AND 63/100 DOLLARS (\$93,281.63) and of the covenants hereinafter made, Company does hereby permit and grant to Licensee insofar as Company has the right to do, without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, the use and occupation of so much ground as may be necessary for the Facilities. In the event that Licensee shall install additional cables into conduits covered by this agreement, or any additional overhead cables, a separate application will be required and, if approved, additional fees will be payable. This permit and grant to Licensee is made upon the following terms and conditions, to-wit:

1. Licensee will construct and maintain the Facilities, at its expense, in such manner as will not interfere with operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print(s) and any other specifications prescribed by Company, (b) applicable regulations prescribed by statute or by governmental authority, and (c) applicable specifications of the National Electrical Safety Code when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. If the Facilities cause degradation of the signal, communications or other electronic facilities of Company, or endanger the personnel of Company or anyone else entitled to be on Company's property, through inductive or electrostatic interference or otherwise, Licensee, at the request of Company, and at Licensee's expense, will modify the Facilities to the satisfaction of Company so as to

eliminate such degradation or danger. Such modification may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, filters, reactances or any other corrective measure deemed necessary.

3. Notwithstanding any other provision of this Agreement, it is mutually understood, agreed and covenanted that Licensee accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described, caused by any defects therein or business carried on therein, whether caused by the negligence of Company, its officers, agents or employees, or otherwise, and Licensee hereby indemnifies Company, its officers, agents, and employees, from and against any such liability for said damage. This indemnity shall survive any termination of this Agreement.

4. If Company shall make any change or addition on its right of way at or near the Facilities of Licensee affecting the character, height or alignment of any of Company's power lines, communication, signal or other wires or electrical apparatus, or shall place structures or additional wires or electrical apparatus upon its said right of way, or shall make on its said right of way any change to any line, grade, track, roadbed, installations, works or structures or in the use of any such line, grade, track, roadbed, installations, works or structure, which would be affected by the Facilities of Licensee or by the use thereof, Licensee shall within thirty (30) days of written notice from the Company to Licensee, at Licensee's sole cost and expense, make such changes in the location and character of the Facilities as, in the opinion of Company, shall be necessary or appropriate on account of any such changes or additions.

5. Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, loss, damage, expense (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever, occurring or arising in any manner from the installation, maintenance, operation, presence or removal or failure to properly install, maintain, operate or remove the Facilities, unless such loss, damage or injury shall be caused solely by the negligence of Company. This indemnity shall survive any termination of this Agreement.

6. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by Company as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:

(a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.

(b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Wireline Agreement, Licensee or its contractor shall procure and furnish to Company a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name Company as the named insured.

(c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.

(d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.

(e) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to Company at Property Department, North Carolina Railroad Company, 2809 Highwoods Blvd, Raleigh, NC 27604 (or such other current address provided to Licensee) and approved by Company prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Agreement or consent.

7. In the event that Licensee defaults in performing its obligations pursuant to this Agreement, Company may terminate this Agreement by giving written notice to Licensee, provided that Company has given Licensee written notice of default and Licensee has failed, within a thirty day period, to correct the default. Upon such termination, the Facilities shall immediately be removed by Licensee at its sole cost, risk and expense. In the event Licensee fails to remove the Facilities, Company may elect to do so and shall bill Licensee for any cost of removal, which costs shall be reimbursed by Licensee immediately upon receipt of the bill. Company may maintain, repair or renew the Facilities at the sole cost and expense of Licensee if necessary to protect the interests of Company, if Licensee has been requested to do so in writing and has failed to do so promptly; provided, however, Company shall not be obligated to so maintain, repair or renew the Facilities or any part thereof.

8. Licensee shall give Company seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Company. Licensee agrees to pay any costs incurred by Company for the purpose of protection and inspection considered necessary by Company during construction, maintenance, operation, modification, replacement and/or removal of the Facilities.

9. If Licensee fails to take any corrective measures requested by Company in a timely manner or if an emergency situation is presented which in the Company's judgment requires immediate repairs to the Facilities, Company may undertake such corrective measures as it deems necessary or desirable at Licensee's expense to be reimbursed by Licensee upon rendering of a bill therefor.

10. The details of the Facilities are to be at the option of Licensee, subject to the approval of Company, and in case of failure of Licensee to do the work as herein specified, Company reserves the right to remove the Facilities from Company's premises at the expense of Licensee, and to terminate this Agreement upon ten (10) days' written notice to Licensee.

11. Company shall furnish, at the cost of Licensee, labor and materials to support its tracks and protect its traffic during the installation, maintenance, repair, renewal or removal of the Facilities.

12. It is further agreed between the parties hereto that the premises shall be used by Licensee only for the Facilities, and for no other purpose without the written permission of Company.

13. Licensee shall not assign this Agreement without the written consent of Company which may be withheld in the sole discretion of Company.

14. The word "Company" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Company. Said term also shall include Company's officers, agents and employees, and any parent company, subsidiary or affiliate of Company and their officers, agents and employees.

15. This Agreement may be terminated by either party hereto upon sixty (60) days' written notice to the other party. During said sixty day period, Licensee shall remove the Facilities from Company's premises and restore said premises to a condition satisfactory to Company. If Licensee fails to remove the Facilities within the aforesaid sixty day period, Company shall elect: (a) to become the owner of the Facilities without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) to remove the Facilities and all property of Licensee from the premises of Company at the expense of Licensee. Licensee agrees to reimburse Company for any and all costs of such removal immediately after receipt of a bill therefor. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

16. The terms set forth in the attached **Exhibit B**, consisting of two pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the _____ day of _____, 20____.

COMPANY:

NORTH CAROLINA RAILROAD COMPANY

By: _____

Title: _____

LICENSEE:

CITY OF HIGH POINT

By: _____

Title: _____

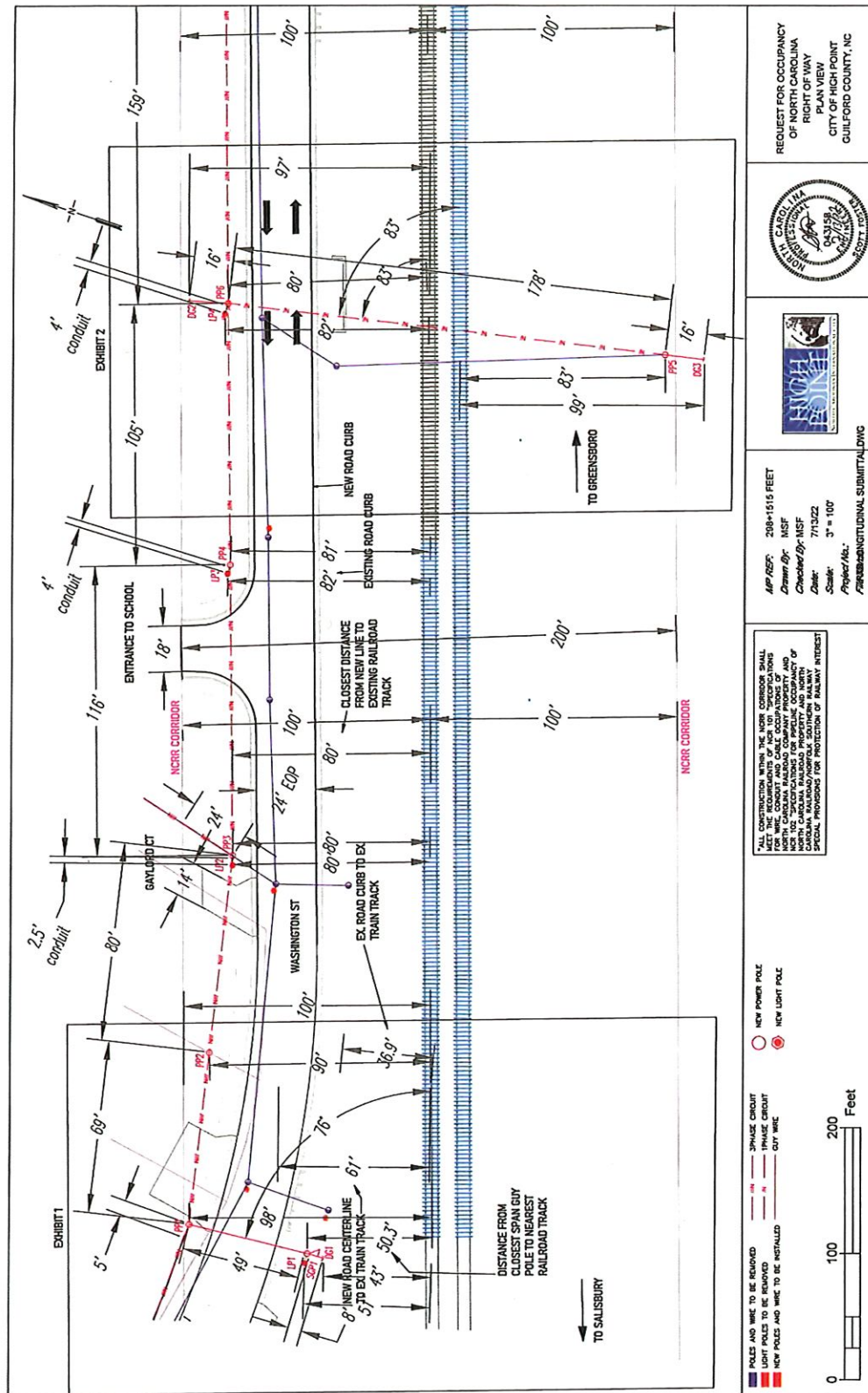
NSR:

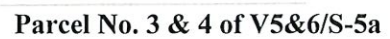
NORFOLK SOUTHERN RAILWAY COMPANY

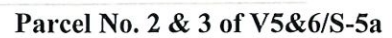
By: _____

Title: _____

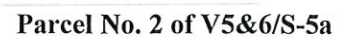
July 13, 2022
Guilford County, NC







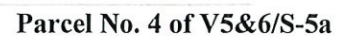
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Guilford County, NC

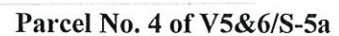


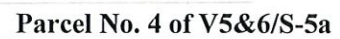
July 15, 2022
Guilford County, NC

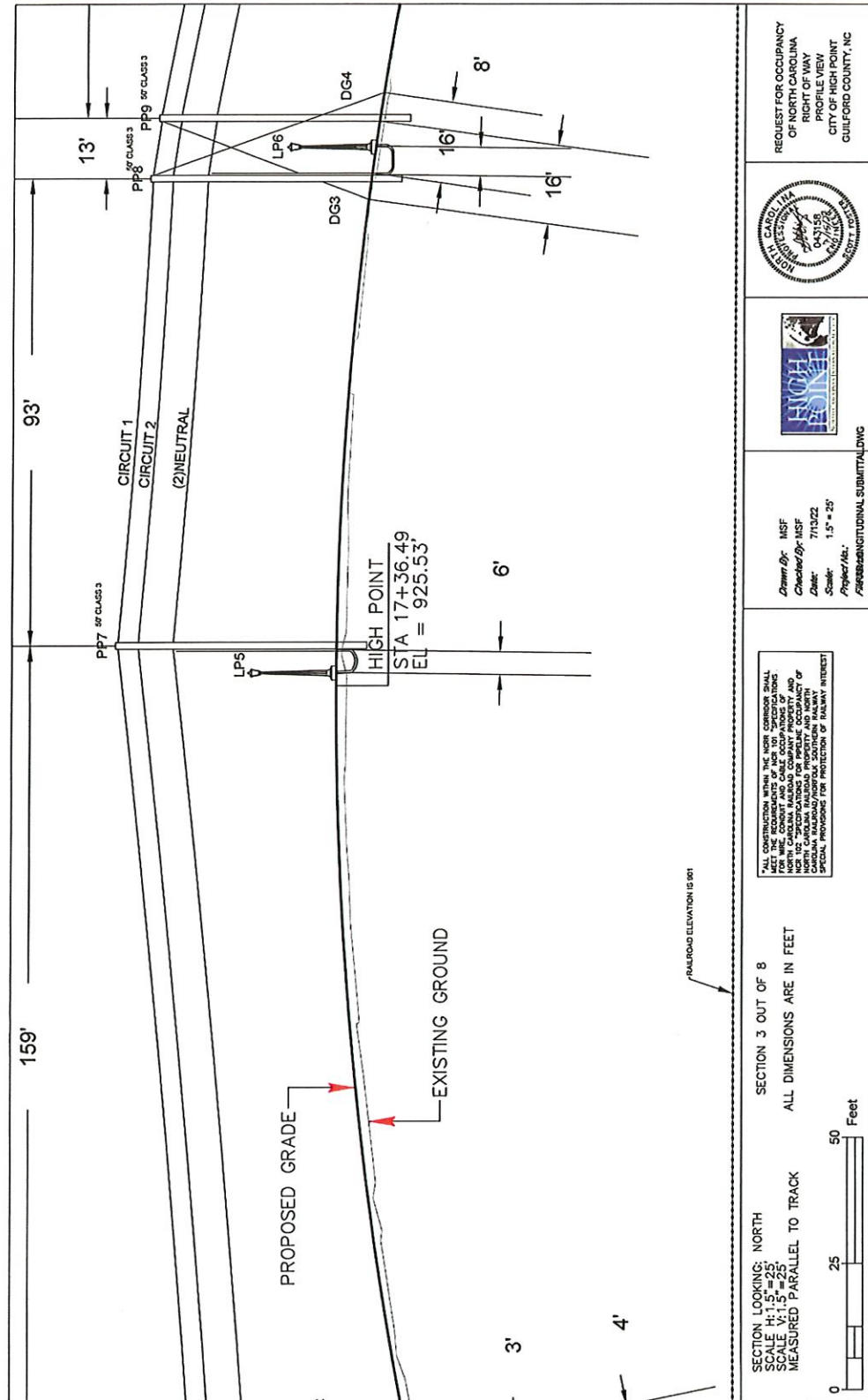


July 15, 2022
Guilford County, NC

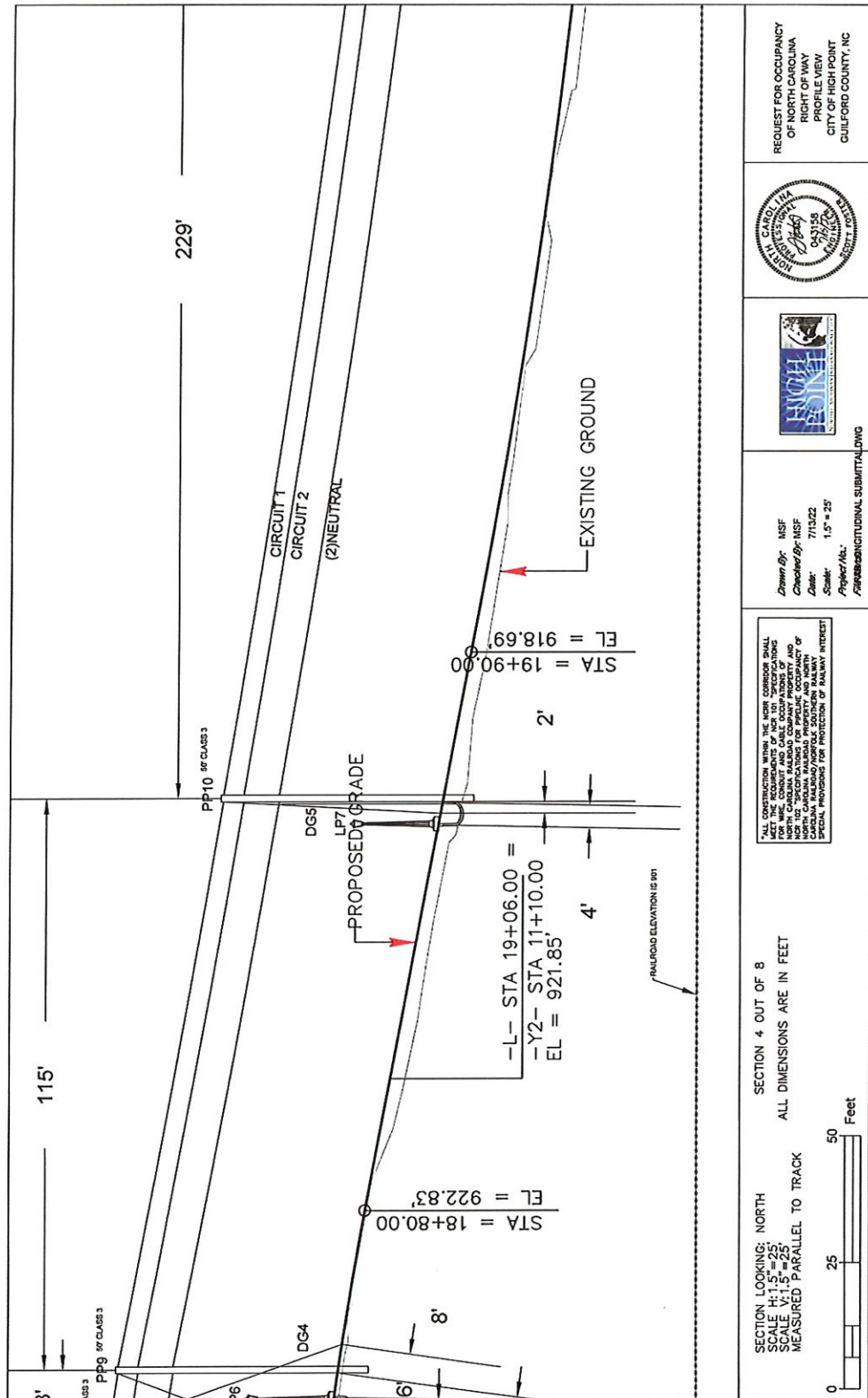




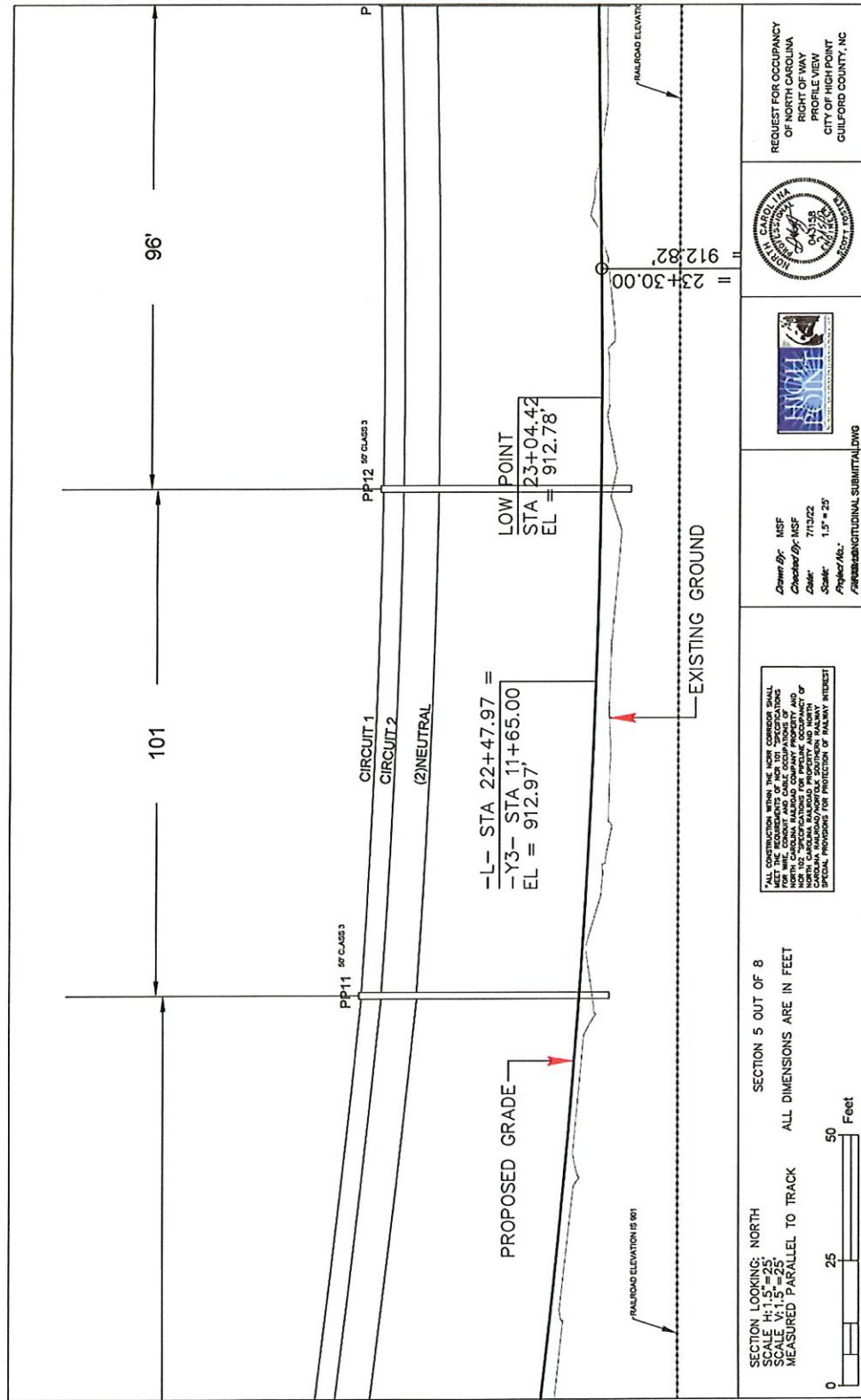




Parcel No. 3 & 4 of V5&6/S-5a

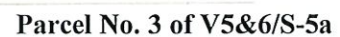


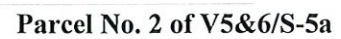
Parcel No. 3 & 4 of V5&6/S-5a



Parcel No. 3 of V5&6/S-5a

July 15, 2022
Guilford County, NC





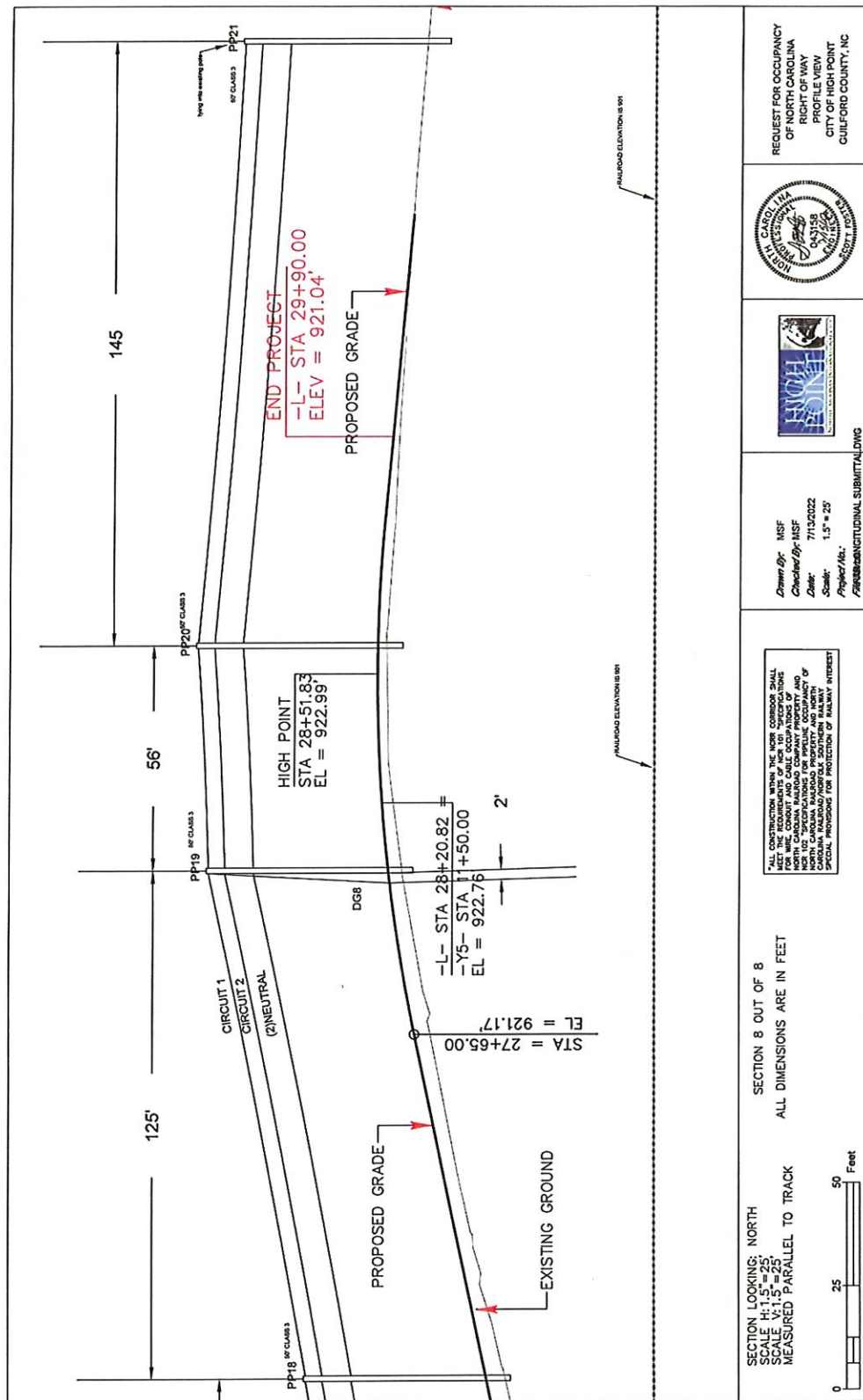


EXHIBIT B

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's officers, agents and employees, and any parent company, subsidiary or affiliate of NSR and their officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.
6. NSR must be given at least thirty (30) days notice prior to the placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by this Agreement.

7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by NSR as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:
 - (a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name NSR as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand auger) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Wireline Agreement, Licensee or its contractor shall procure and furnish to NSR a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name NSR as the named insured.
 - (c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
 - (d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name NSR as an additional insured and shall include a severability of interests provision.
 - (e) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.

CITY OF HIGH POINT

AGENDA ITEM



Title: Chevy 1500 Trucks

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: September 19, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Fleet Services department needs to place an order for five (5) chevy 1500 trucks. Using the NC State Contract# 070A, the current production 2023 chevy 1500 trucks have been identified by City Council for approval.

BACKGROUND:

Several departments in the city are currently using pickup trucks that are in need of replacing based on mileage and condition or for new positions. The new Chevy 1500 trucks are similar to other trucks in the city and will meet current need. The price of \$38,534.90 is for the vehicle and equipment package with DMV fees of \$1,156.05. Total cost for five (5) is \$198,454.75. The estimated delivery is 90-120 days.

BUDGET IMPACT:

Funds are available in FY2022-23 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services department recommends purchasing the five (5) Chevy 1500 trucks from Capital Chevrolet in the amount of \$198,454.75.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Capital Chevrolet Inc.

Government Sales Division

From Rod Mitchell Government Account Manager
Phone/Fax Office 919-573-8530
E-Mail rmitchell@capitalchevroletnc.com

September 1 2022

NC State Contract 070A

2023 Chevrolet Silverado 1500 Double Cab 147" WT 4WD W/Tow PKG		\$	33,332.00
	MSRP		Less 6% Discount
L84 5.3 V8	\$ 1,595.00	\$	1,499.30
PEB WT Convenience	\$ 1,190.00	\$	1,118.60
PQA Safty package	\$ 1,035.00	\$	972.90
G80 Locking Differential	\$ 395.00	\$	371.30
JL1 Trailer Brake Control	\$ 275.00	\$	258.50
KI4 120 Volt outlet	\$ 225.00	\$	211.50
NZZ Skid plates	\$ 150.00	\$	141.00
QT5 EZ lift power lock tail gate	\$ 150.00	\$	141.00
RC5 All-Terrain tires	\$ 395.00	\$	371.30
UF2 LED cargo lights	\$ 125.00	\$	117.50

Colors available: White			
TOTAL PRICE		\$	38,534.90

Remit to:
rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1332 Ring Street

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 1/17/2017

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1332 Ring Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 10/21/2016. No action occurred by the compliance date of 11/23/2016. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

The ordinance becomes effective 30 days from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1332 Ring Street

OWNER:

Rebecca Hicks

**FIRST
INSPECTION:
9/30/16**

Summary of Major Violations
1. Rotten and collapsing floor joists throughout
2. Damaged ceiling joists and rafters
3. Exposed wiring throughout house
4. Holes in ceilings throughout house
5. Damaged roof sheathing and roof covering

**HEARING
RESULTS:
10/13/16**

No one appeared for the Hearing. During the Hearing it was established that there are multiple violations of the Minimum Housing Code which includes multiple structural violations in the house that make it unsafe. Ms. Hicks did contact the inspector prior to the Hearing and stated that she would probably need to let the City demolish the house because she didn't have the money to make the repairs.

**ORDER(S)
ISSUED:
10/21/16**

Order to Repair or Demolish
Date of Compliance 11/23/16

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

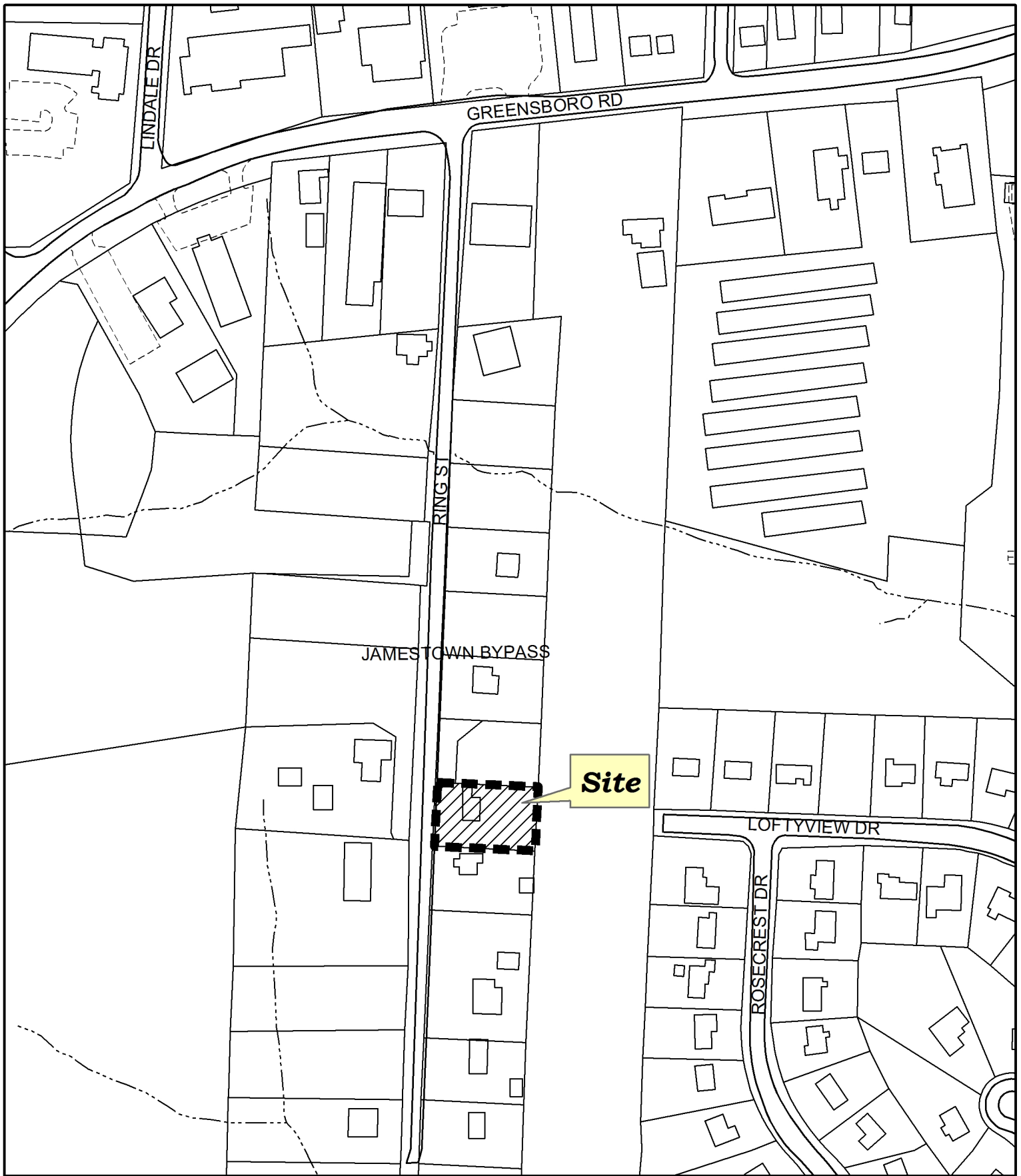
No permits have been applied for.

EXTENSIONS:

None Requested

ADDITIONAL:

Property taxes are \$5,572.07 delinquent



1332 Ring Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: January 5, 2017



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







CITY OF HIGH POINT

AGENDA ITEM

**Title: Fleet Services Technical Adjustment - Budget Ordinance**

From: Stephen M. Hawryluk
Budget and Performance Manager

Meeting Date: September 19, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A-

Attachments: Budget Ordinance

PURPOSE:

To transfer existing appropriations from departmental budgets and re-appropriate funds in the central services fund for vehicle and other rolling stock replacement.

BACKGROUND:

At the end of FY 2021-22, the Fleet Services Department had unspent budget for vehicle and other rolling stock replacement. This was due to ongoing global and domestic supply chain issues, preventing the department from securing purchase orders for several pieces of equipment on the replacement schedule. The proposed amendment appropriates \$301,215 in central services fund reserves to complete these replacement purchases in the new fiscal year.

Additionally, funding for several vehicle purchases in Public Services (\$30,000), Fire (\$45,000), and Police (\$35,000) was budgeted in the departmental operating budgets. These purchases will be funded out of the central services fund (Fleet Services). The proposed amendment transfers \$110,000 in existing appropriations to the central services fund.

BUDGET IMPACT:

Existing appropriations that are being transferred to the central services fund have no budget impact. Central services fund reserves will cover the re-appropriation of funds for items not purchased last fiscal year.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends and asks the City Council to approve the budget amendment.

“AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO TRANSFER EXISTING APPROPRIATIONS AND RE-APPROPRIATE FUNDS IN THE CENTRAL
SERVICES FUND FOR VEHICLE AND OTHER ROLLING STOCK REPLACEMENT

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

Section 1. At the end of FY 2021-22, the Fleet Services Department had unspent budget for vehicle and other rolling stock replacement. This was due to ongoing global and domestic supply chain issues. The proposed amendment appropriates \$301,215 in central services fund reserves to complete these replacement purchases. The proposed amendment also transfers \$110,000 in existing appropriations to the central services fund for vehicle purchases budgeted in departmental operating budgets.

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

Police Operating	-\$35,000
Fire Operating	-45,000
Transfer to Central Services Fund	<u>80,000</u>
	\$0

(B) That the following Water/Sewer Fund expenditures be amended as follows:

Water/Sewer Operating	-\$30,000
Transfer to Central Services Fund	<u>30,000</u>
	\$0

(C) That the following Central Services Fund revenues be amended as follows:

Transfer from General Fund	\$80,000
Transfer from Water/Sewer Fund	30,000
Fund Balance Appropriation	<u>301,215</u>
	\$411,215

(D) That the following Central Services Fund expenditures be amended as follows:

Vehicle and Other Rolling Stock Replacement	\$411,215
---	-----------

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

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

Adopted by High Point City Council, this the 19th day of September 2022

Mayor, Jay W. Wagner

ATTEST

Mary Brooks,
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1601 E. Commerce Ave.

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 2/7/2022

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1601 E. Commerce Ave.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 11/18/2021. No action occurred by the compliance date of 12/20/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1601 E. Commerce Ave.

OWNER:

PLS Contracting Inc.

**REASON FOR
INSPECTION:**

Inspector observed condition of the property

**FIRST
INSPECTION:
3/25/2019**

Summary of Major Violations
1. Install required plumbing fixtures in kitchen and bathroom
2. Repair or replace ceiling material throughout
3. Repair or replace roof covering
4. Repair or replace rotten band at back door
5. Repair or replace electrical panel

**HEARING
RESULTS:
11/18/2021**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
11/18/2021**

Order to Repair or Demolish
Date of Compliance 12/20/2021

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

Guilford County property taxes are due in the amount of \$12,093.58 for 2008 through 2021.

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

1601 E. Commerce Ave.

PLS Contracting Inc.
1601 E. Commerce Ave.
High Point, NC 27260

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk

1601 East Commerce Avenue

R C BALDWIN AV

FURLOUGH AV

E COMMERCE AV

FRANKLIN AV

CAUDELL PL

HINES ST

MEREDITH ST

HILL ST

CARTER ST

WORTH ST

WINSLOW ST

BRENTWOOD TE
BRENTWOOD ST

Site



Scale: 1"=200'

G:\Planning\Secure\bs-pz/
Inspections\PresentMap200.mxd



160

SPEED
LIMIT
25



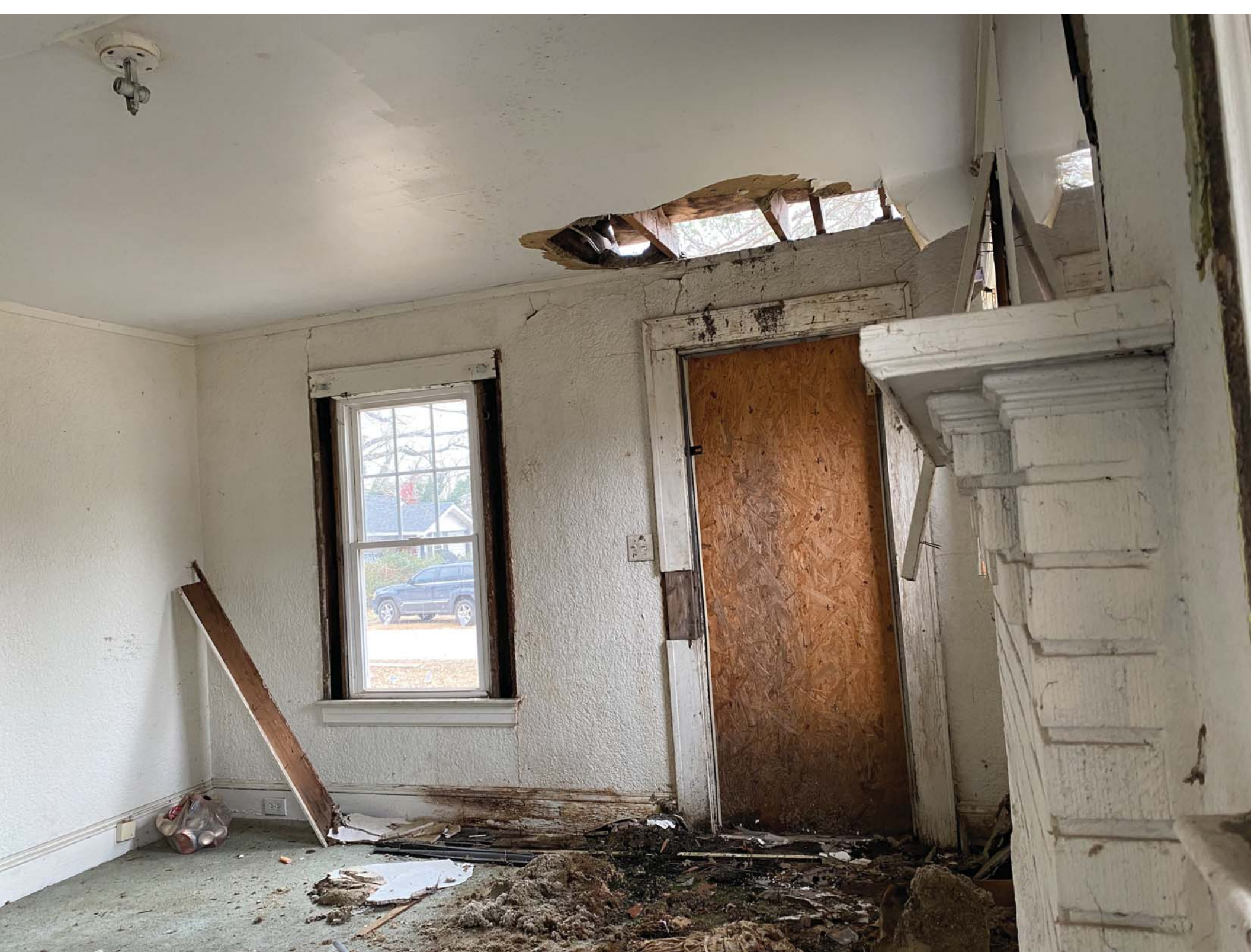
















**HIGH POINT CITY COUNCIL
SPECIAL MEETING
AUGUST 1, 2022 – 4:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL

Mayor Wagner called the meeting to order at 4:34 p.m.

He then called the roll for attendance. The following council members were present:

Mayor Jay W. Wagner, Ward 3; Council Member Britt Moore, At Large; Council Member Tyrone Johnson, At Large [arrived at 5:26 p.m.]; Council Member Cyril Jefferson, Ward 1 [5:10]; Council Member Christopher Williams, Ward 2 [5:12]; Council Member S. Wesley Hudson, Ward 4; Council Member Victor Jones, Ward 5

Absent:

Mayor Pro Tem Monica Peters and Council Member Michael Holmes, Ward 6

Staff present:

Tasha Long Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Sandy Dunbeck, Economic Development Director; Montana Brown, Economic Development Manager; and Mary S. Brooks, Deputy City Clerk

PRESENTATION OF ITEMS

2022-349 Closed Session-Economic Development

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development.

At 4:35 p.m., Council Member Williams moved to enter Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for Economic Development. Council Member Jefferson made a second to the motion which carried by the following 8-0 unanimous vote:

Aye (7): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Mayor Pro Tem Peters, and Council Member Holmes
Upon reconvening into Open Session at 5:54 p.m., Mayor Wagner announced there would be no action taken as a result of the Closed Session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:55 p.m. upon motion by Council Member Hudson and second by Council Member Johnson.

Respectfully Submitted,

Jay Wagner, Mayor

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM

**Title: Contract - Purchase of Pierce Fire Apparatus****From:** Thomas Reid, Fire Chief**Meeting Date:** September 19, 2022**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** HGAC Contract

PURPOSE:

High Point Fire Department replacement of a 2008 Pierce Arrow XT Pumper.

BACKGROUND:

In accordance with National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus, the City of High Point adopted a 15 year Fleet Replacement Plan for fire apparatus. The Fire Department is currently using one (1) 2008 Pierce Arrow XT Pumper as front line apparatus. This apparatus combined have well over 124,00 road miles and 11,000 pump/engine hours that is used daily for emergency response throughout the City and contracted service agreement areas. Upon delivery of the new pumper the 2008 Pierce Arrow XT Pumper will be transferred to reserve status. The 2023 Pierce Enforcer apparatus has a purchase price of \$784,903.00. Once the receipt of purchase order, the expected delivery could range from 18 to 24 months.

BUDGET IMPACT:

Funding is available in the 2022-23 budget appropriated by City Council.

RECOMMENDATION / ACTION REQUESTED:

Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of a 2023 Pierce Enforcer Pumper from Atlantic Emergency Solutions in the amount of \$784,903.00 and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Pulse			Published	Unpublished
Number	Qty	Description	Options	Options
102	1	Add Frame Liner Custom	\$2,542.00	
109	1	TAK-4 Suspension	\$19,833.00	
117	1	Tire Chains - Rear Axle	\$5,405.00	
127	1	Mud Flaps	\$766.00	
128	1	Wheel Chocks and Mounts	\$1,415.00	
134	1	Air inlet-outlet	\$882.00	
135	1	Additional Air Tanks	\$470.00	
136	1	12 or 120 volt air compressor	\$2,260.00	
140	1	Cummins L9 400hp to 450hp L9	\$2,562.00	
151	1	Aggressive Down shift	\$175.00	
170	1	Raised roof, custom cab	\$2,923.00	
173	1	Stainless Door Jamb Scuffplates	\$879.00	
174	1	Mounting plate on engine tunnel	\$615.00	
175	1	Electric Windows	\$2,579.00	
179	1	Safety System	\$12,511.00	
180	1	Driver Safety Seat	\$1,282.00	
181	2	SCBA Safety Seat	\$3,206.00	
183	1	Bostrom 2 F-Facing Crew	\$3,042.00	
208	7	Spare 12 volt power (each)	\$1,351.00	
213	1	Install Customer Antenna	\$107.00	
221	1	Camera System Rear only	\$1,757.00	
232	1	Intercom System (up to 6 position)	\$5,229.00	
234	5	Intercom Headset - Wired	\$3,455.00	
240	1	Kussmaul Charger	\$2,258.00	
245	1	Auto-eject 20 amp	\$669.00	
249	1	Batteries 6 total	\$1,509.00	
253	1	LED cab lighting	\$1,185.00	
254	1	LED body perimeter additional	\$2,655.00	
255	1	LED Headlights	\$2,997.00	
256	4	12 volt LED Scene - A	\$6,372.00	
260	1	12 volt LED Hi-Viz Brow Full single	\$6,895.00	
265	2	12 volt LED Flood Pole light (per light)	\$6,284.00	
266	1	Tail lighting LED Upgrade	\$2,041.00	
267	1	Tail Board Upgrade Package	\$2,211.00	
272	1	Flush back body option	\$1,493.00	
275	1	Hose Bed Cover, Aluminum	\$8,919.00	
278	3	Additional Hosebed Divider	\$1,983.00	
279	1	NY Hose Bed	\$4,337.00	
293	1	Ladder Storage next to tank	\$5,900.00	
297	1	LED Compartment Lighting premium	\$4,940.00	
310	9	Adjustable Compartment shelves	\$2,196.00	
312	1	Swing-out tool board	\$2,897.00	
316	1	Adjustable slide-out tray	\$883.00	
325	1	SCBA Cylinder storage in fender panel single (each)	\$830.00	
326	2	SCBA Cylinder storage in fender panel double (each)	\$2,780.00	
334	1	Increase Pump from 1250 to 1500 gpm	\$7,514.00	
338	1	Add Mechanical Seal to Pump	\$1,093.00	
344	1	2.5" Discharge front bumper	\$3,804.00	
369	1	Hose Reel, above pump w/ 150' Hose	\$4,561.00	
378	1	Pierce Husky 3, Single Agent (3) discharges	\$14,641.00	
HP01	1	Graphic Upgrade	\$1,157.00	
		#N/A	\$0.00	
		#N/A	\$0.00	

		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		#N/A	\$0.00	
		Base Bid	\$616,653.00	
		Published Options	\$180,250.00	
		Total Published Options	\$796,903.00	
		Unpublished Options	\$0.00	0.00%
		Total Options w/o HGAC Fee	\$796,903.00	

F. Airport Rescue Fire-Fighting Vehicles		May 2022 Pricing
FS19UF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$938,784.00
FS19UF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$1,010,118.00
FS19UF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$1,235,279.00
FS19UF04	Oshkosh New Generation Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$1,432,505.00
FS19UF05	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	\$397,515.00
FS19UF06	Oshkosh H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$399,759.00
FS19UF07	Oshkosh HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$461,320.00
FS19UF08	Oshkosh P-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 51,000 GVWR, Single Axle	\$351,975.00
V. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$1,042,033.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)	\$1,082,969.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body	\$1,024,674.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle	\$1,372,732.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	\$1,156,811.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder	\$1,212,510.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform	\$1,272,448.00
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	\$1,213,493.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	\$1,611,277.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	\$1,528,894.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	\$1,542,934.00
B. Wildland Fire Apparatus (Brush Fire)		
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	\$181,062.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank	\$274,254.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	\$455,651.00
C. Pumper Fire Apparatus		

FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$333,980.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$344,670.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$352,884.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$363,562.00
FS19VC05	Pierce Saber 4- Door Full Tilt Aluminum Cab, Ford Engine, Aluminum Body, 1250 gpm, mid-mounted Pump	\$493,233.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$555,784.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	\$616,653.00
FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	\$704,945.00
FS19VC09	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$784,311.00
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	\$199,829.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$265,700.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$267,958.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$275,977.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$289,263.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	\$483,305.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$622,335.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$743,163.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$377,878.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$380,949.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$390,502.00
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$399,190.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$745,697.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$858,454.00
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	\$910,635.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	\$946,587.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$348,496.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$351,831.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$364,238.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$397,199.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$619,824.00

FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$728,000.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$383,349.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$398,233.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$386,279.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$399,897.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$617,761.00
FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$750,838.00
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	\$767,929.00

Offeror Name:	
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single Form E for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.

Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets

Code or Part No.	Option Description	May 2022 Pricing
OSK-1	110 volt auxiliary air compressor with auto-eject shore power connection	\$2,646.00
OSK-2	110 volt engine preheater with auto-eject shore power connection	\$686.00
OSK-3	Battery charger with auto-eject shore power connection	\$940.00
OSK-4	Air inlet at rear or on either side of cab with auto-eject connection	\$477.00
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	\$186.00
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	\$3,493.00
OSK-7	Alternating flashing feature for headlights "wig wag"	\$194.00
OSK-8	Two driving and two fog lights	\$464.00
OSK-9	LED ground lighting	\$621.00
OSK-10	Monitoring and Data Acquisition System [MADAS]	\$9,609.00
OSK-11	Two defroster fans in cab	\$161.00
OSK-12	Additional seat (3 seats are standard)	\$1,124.00
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	\$615.00
OSK-14	Add roof hatch access step in cab	\$874.00
OSK-15	High output dual air conditioning	\$6,629.00
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	\$557.00
OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	\$1,112.00
OSK-18	Medical storage compartment in cab	\$2,323.00
OSK-19	Power strip in cab with shore power provisions	\$852.00
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	\$2,939.00
OSK-21	Height adjustable roll-out shelf in lower storage compartment	\$897.00
OSK-22	Height adjustable fixed shelf in lower storage compartment	\$776.00
OSK-23	Slide out, tilt down tray in an upper compartment	\$1,294.00
OSK-24	Stowable step for upper compartment access	\$1,674.00
OSK-25	Storage for two spare SCBA cylinders in the cab	\$881.00
OSK-26	Driver and turret operator foot switches for siren and air horns	\$604.00
OSK-27	Rear vision camera system including a rear facing color camera mounted at the top rear of the vehicle	\$3,354.00
OSK-28	Forward Looking Infrared (FLIR) camera with pan and tilt	\$21,769.00
OSK-29	Digital recorder with forward facing camera	\$2,728.00
OSK-30	Continuous duty cycle central lubrication system	\$7,592.00
OSK-31	Spare tire and wheel	\$4,186.00
OSK-32	Central tire inflation/deflation system for 4x4 vehicle	\$30,554.00
OSK-33	Central tire inflation/deflation system for 6x6 vehicle	\$36,667.00

OSK-34	Central tire inflation/deflation system for 8x8 vehicle	\$42,776.00
OSK-35	Beadlocks for 4x4 vehicle including spare	\$2,986.00
OSK-36	Beadlocks for 6x6 vehicle including spare	\$4,481.00
OSK-37	Beadlocks for 8x8 vehicle including spare	\$5,972.00
OSK-38	Beadlock press	\$1,395.00
OSK-39	Bronze water pump housing in place of standard cast iron housing	\$11,780.00
OSK-40	Water/foam hose reel with 150' of 1.25" hose and 95 gpm nozzle in a lower compartment	\$10,219.00
OSK-41	Swing-out feature for hose reel	\$718.00
OSK-42	Limited structural panel on the left side - no suction connections	\$3,802.00
OSK-43	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side	\$6,081.00
OSK-44	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	\$6,783.00
OSK-45	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	\$3,061.00
OSK-46	Two 2-1/2" foam / water producing discharge outlets with bleeder valves on each side - 4 total	\$5,652.00
OSK-47	Water tank shut-off	\$2,816.00
OSK-48	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	\$2,245.00
OSK-49	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	\$31,606.00
OSK-50	Spare nitrogen cylinder for dry chemical system.	\$1,653.00
OSK-51	Foam transfer pump - electric	\$10,593.00
OSK-52	Foam transfer pump - pneumatic	\$4,958.00
OSK-53	Electronic foam proportioning system in place of standard fixed rate, around the pump foam proportioning system	\$23,496.00
OSK-54	375/750 gpm high volume, dual rate bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$6,600.00
OSK-55	375/750 gpm high volume, dual rate, low-attack type bumper turret in place of standard 300 gpm bumper turret - 4x4 only	\$27,996.00
OSK-56	625/1250 gpm high volume bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$6,600.00
OSK-57	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	\$27,996.00
OSK-58	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	\$7,153.00
OSK-59	Exterior mounted water and foam tank level lights each side	\$689.00
OSK-60	Compartment mounted water and foam tank level lights each side	\$460.00
OSK-61	One HID light on roof turret	\$582.00
OSK-62	One HID light on bumper turret	\$729.00
OSK-63	One LED spotlight on roof turret	\$778.00
OSK-64	One LED spotlight on bumper turret	\$965.00
OSK-65	Snozzle 50' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret *(Available on Oshkosh 4x4, 6x6 and 8x8 chassis)	\$250,701.00
OSK-66	Snozzle 65' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret. *(Only available on Striker 6x6, 8x8 vehicle)	\$298,087.00
OSK-67	One HID light on Snozzle boom end	\$729.00
OSK-68	One LED light on Snozzle boom end	\$965.00
OSK-69	Forward Looking Infrared (FLIR) camera on Snozzle boom end	\$20,852.00
OSK-70	Color video camera on Snozzle boom end	\$2,683.00
OSK-71	Undertruck nozzles	\$3,110.00
OSK-72	Winterization system for vehicle's firefighting compartments	\$13,941.00

OSK-73	460 lb. Halotron clean agent system with fixed hose reel holding 150' of 1" hose and a Halotron nozzle in an upper compartment. Includes agent vessel and propellant system with system indicators in cab.	\$33,848.00
OSK-74	Spare argon cylinder for Halotron I system.	\$1,593.00
OSK-75	10 Kw Onan hydraulic generator.	\$18,342.00
OSK-76	Two 110 volt 750 watt widelights above windshield (Requires generator)	\$1,309.00
OSK-77	Two 110 volt LED widelights above windshield (Requires generator)	\$4,547.00
OSK-78	Two 110 volt 1000 watt pneumatic telescoping widelights on each side - four total (Requires generator)	\$9,527.00
OSK-79	Two 110 volt LED manually telescoping widelights on each side - four total (Requires generator)	\$13,907.00
OSK-80	Two cab mounted HID worklights - 24VDC	\$1,085.00
OSK-81	Two cab mounted LED worklights - 24 VDC	\$1,286.00
OSK-82	Two HID worklights per side four total - 24VDC	\$1,839.00
OSK-83	Two LED worklights per side four total - 24VDC	\$2,405.00
OSK-84	Two HID worklights at rear - 24VDC	\$916.00
OSK-85	Two LED worklights at rear - 24VDC	\$1,200.00
OSK-86	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	\$4,417.00
OSK-87	Two 110 volt duplex (straight/twist) receptacles on each side of truck in a lower compartment. (Requires generator)	\$425.00
OSK-88	Four red LED mini light bars in place of standard red LED beacons on roof	\$4,736.00
OSK-89	Four premium red LED mini light bars in place of standard red LED beacons on roof	\$9,256.00
OSK-90	Lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side in place of standard warning lights	\$802.00
OSK-91	Premium lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side	\$2,346.00
OSK-92	Lower perimeter emergency warning switch to disable lower emergency lights when needed	\$194.00
OSK-93	Eco EFP Foam Testing System (EFP Proportioner)	\$12,479.00
OSK-94	Eco EFP Foam Testing System (Poppet Proportioner)	\$27,452.00
		\$0.00
H1	Lubrication data plate	\$57.00
H2	Pintle hook at rear	\$175.00
H4	Aluminum tool box frame mounted	\$1,724.00
H5	Auto lube system for chassis only	\$5,388.00
H7	Coolant heater 1500 watt block type	\$504.00
H8	Scania DC13 500hp drive engine lieu of 350hp	\$12,198.00
H9	Engine oil pan heater (includes both engines, if applicable)	\$205.00
H11	Side access drain valves for engine fluids (includes engine oil, coolant & hydraulic oil on both engines, if applicable)	\$506.00
H15	29,000 LB front axle capacity in lieu of 27,000 LB capacity	\$3,510.00
H16	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$27,321.00
H17	Shock absorbers for one axle	\$942.00
H18	Spare tire mounted on rim	\$2,806.00
H19	Air conditioning	\$8,992.00
H21	Deluge system for cab	\$1,862.00
H22	5lb fire extinguisher in cab	\$219.00
H23	Radio in cab - AM/FM/Weather/CD	\$581.00
H24	Premium heated hi back seat or driver	\$185.00
H26	Heated wiper blades front	\$1,414.00
H27	Side window wipers unheated	\$864.00
H28	Side window wipers heated	\$1,161.00
H29	Cab mounted defroster fans	\$282.00

H31	Rear view back up camera	\$721.00
H32	Amber plow lights on cab light bar	\$390.00
H33	HID lights - one pair - on cab light bar	\$973.00
		\$0.00
BL-DEB	Standard "Dual Engine Blower" snow blower package - 550 hp auxiliary engine	\$379,274.00
BL-SEB	Standard "Single Engine Blower" snow blower package	\$362,244.00
BL-RB	Standard "Road Blower" snow blower package - 550 hp auxiliary engine	\$531,034.00
BL1	670hp blower engine in lieu of standard 550	\$12,401.00
BL2	Aux engine oil pan heater	\$202.00
BL4	Spot cast chute - inc. 29K front and ballast bumper	\$18,169.00
BL5	Truck loading chute - inc. 29K front and ballast bumper	\$42,152.00
BL6	High speed blower system - variable torque ribbon motors (dedicated blower)	\$19,680.00
BL7	Hydraulic relief block	\$1,847.00
BL8	Add 18' broom head for multipurpose snow chassis	\$158,987.00
		\$0.00
BR-XF	Standard front mount broom package - 350 hp auxiliary engine	\$347,479.00
BR1	Broom aux engine 500hp lieu of 350hp base	\$4,194.00
BR2	20 foot head in lieu of 18' head base	\$16,932.00
BR3	22 foot head in lieu of 18' head base	\$22,756.00
BR4	50/50 wire poly in lieu of all poly base	\$1,034.00
BR5	All wire in lieu of all poly base	\$1,265.00
BR8	Broom quick disconnect hoses	\$8,550.00
BR10	Marker lights on broom	\$819.00
BR11	Vibrator on broom head	\$2,966.00
BR12	Snow shed hood 18 foot length	\$10,003.00
BR13	Snow shed hood 20 foot length	\$10,526.00
BR14	Snow shed hood 22 foot length	\$10,957.00
HT1	Single side fuel fill	\$1,634.00
HT4	26,000 LB rear axle capacity with All Steer in lieu of 23,000 LB non AS	\$44,100.00
HT5	Rear tandem 46K LB capacity in lieu of single axle 23K	\$22,910.00
HT6	Rear tandem 46K LB capacity with All Steer in lieu of single axle 23K	\$80,031.00
HT7	500hp drive engine on HT lieu of base standard 350hp drive engine	\$4,194.00
HT8	Air conditioning	\$13,268.00
HT9	Cab deluge	\$3,367.00
HT10	Radio in cab - AM/FM/Weather/CD	\$1,183.00
HT11	Premium heated hi back seat or driver	\$879.00
HT13	Heated wiper blades front	\$1,307.00
HT14	Side window wipers unheated	\$1,324.00
HT15	Side window wipers heated	\$2,367.00
HT16	Cab mounted defroster fans	\$335.00
HT18	Rear view back up camera	\$3,443.00
HT19	Amber plow lights on cab light bar	\$460.00
HT20	HID lights - one pair - on cab light bar	\$1,214.00
HT21	Oshkosh XT towed broom 18' width, all poly, 350 HP aux	\$450,303.00
HT22	500 HP aux engine in lieu of 385 HP base	\$4,286.00
HT23	20 foot head in lieu of 18' head base	\$17,306.00
HT24	22 foot head in lieu of 18' head base	\$23,259.00
HT25	50/50 wire poly lieu of all poly base	\$4,286.00
HT26	All wire in lieu of all poly base	\$4,400.00
HT27	Broom aux engine oil pan heater	\$436.00

HT28	Broom aux engine block heater	\$446.00
HT30	Marker lights on broom	\$838.00
HT31	Vibrator on broom head	\$3,030.00
HT32	Snow shed hood 18 foot length	\$12,981.00
HT33	Snow shed hood 20 foot length	\$14,236.00
HT34	Snow shed hood 22 foot length	\$14,619.00
HT35	20' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$61,730.00
HT36	22' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$63,195.00
HT37	24' flared snow plow with Hand's Free Din Hitch, steel cutting edge	\$64,549.00
P1	6x6 chassis in lieu of 4x4, 51,000 pounds GVWR, 175" CT	\$15,923.00
P2	Engine hp upgrade package	\$5,484.00
P3	Engine brake	\$5,499.00
P4	75 gallon fuel tank lieu of 50 gallon std	\$615.00
P5	5-speed tranmission in lieu of 4-speed	\$583.00
P8	26,000 LB rear axle capacity in lieu of 23,000 base	\$8,122.00
P9	30,000 LB rear axle capacity in lieu of 23,000 base	\$18,673.00
P11	26,000 LB rear axle capacity with All Steer in lieu of 23,000 base	\$35,984.00
P12	46,000 LB tandem rear axle capacity with All Steer in lieu of base	\$37,759.00
P13	Air suspension cab	\$1,467.00
P14	Heated front wipers	\$566.00
P15	Heated front windshield	\$3,999.00
P16	Side window wipers	\$1,032.00
P17	Power side windows	\$980.00
P18	Air conditioning	\$4,225.00
P19	Radio in cab - AM/FM/Weather/CD	\$1,124.00
P20	High idle and cruise control	\$769.00
P21	Alternator upgrade	\$1,317.00
P22	Trailer electrical system	\$412.00
P25	10-12 yd dump body (painted steel), 18' flared plow with hands free DIN hitch, central hydraulics (4x4 chassis)	\$113,332.00
P26	V-box 14' Stainless Steel Spreader, twin spinner discs, 18' Flared Plow with hands free DIN hitch, 800 gallow de-icing tanks/pre-wet, central hydraulics, tarp system (Must select 6x6 Chassis above)	\$246,076.00
101	Add Frame liner Commercial	\$1,812.00
102	Add Frame Liner Custom	\$2,542.00
103	Aerial Frame liner	\$5,713.00
104	Galvanized Frame structure	\$4,875.00
105	upgrade to 22,800# front axle	\$5,251.00
106	upgrade to 27,000# rear axle	\$6,124.00
107	upgrade to 31,000# rear	\$8,082.00
108	upgrade rear single axle to 33,500	\$8,906.00
109	TAK-4 Suspension	\$19,833.00
110	T3 Single Suspension	\$18,496.00
111	T3 Tandem Suspension	\$25,978.00
112	Change to Air Ride Suspension, Single	\$8,709.00
113	Change to Air Ride Suspension, Tandem	\$7,901.00
114	Change to Dynalastic Suspension	\$5,886.00
115	4 x 4 Option Commercial	\$31,907.00
116	4 x 4 Option Custom	\$42,425.00

117	Tire Chains - Rear Axle	\$5,405.00
118	Auto Lube, 22 point	\$6,737.00
119	Auto Lube Lincoln 34 Point	\$12,485.00
120	Aluminum Wheels Commercial (Split Rear)	\$1,177.00
121	Credit Custom Aluminum Wheels, front	-\$2,564.00
122	Credit Aluminum Wheels, Rear Single Axle	-\$4,533.00
123	Credit Aluminum Wheels Tandem Axle	-\$5,421.00
124	Spare Steel Wheel and Mounted tire	\$3,241.00
125	Electronic Tire Pressure Management	\$2,468.00
126	Safety Bands (pair)	\$2,435.00
127	Mud Flaps	\$766.00
128	Wheel Chocks and Mounts	\$1,415.00
129	Disc Brakes Front	\$2,706.00
130	Disc Brakes, Rear, Single	\$985.00
131	Disc Brakes, Rear, Tandem (per)	\$2,043.00
132	ABS upgrade to ESC/ABS/ATC	\$7,592.00
133	Collision Mitigation	\$3,374.00
134	Air inlet-outlet	\$882.00
135	Additional Air Tanks	\$470.00
136	12 or 120 volt air compressor	\$2,260.00
137	Brake fittings compression type	\$1,751.00
138	Cummins ISB 360 to ISL 330	\$3,673.00
139	Paccar 330 to 380	\$1,724.00
140	Cummins L9 400hp to 450hp L9	\$2,562.00
141	Cummins L9 450hp to Detroit DD13 470 hp	\$24,595.00
142	Detroit DD13 470 to 525	\$5,833.00
143	Cummins 450 to x12	\$31,802.00
144	Cummins X12 to X15	\$27,091.00
145	Cummins x15 565 to 600 hp	\$9,020.00
146	Emergency Shutdown for Engine, Air w/ reset	\$2,463.00
147	1000 Watt Immersion Heater	\$727.00
148	Exhaust brake to Engine Brake Commercial	\$2,157.00
149	EVS 3000 TO 4000	\$11,772.00
150	EVS 4000 TO 4500 PR	\$13,762.00
151	Aggressive Down shift	\$175.00
152	Telma Retarder, Single Axle	\$18,471.00
153	Exhaust Extension Plymo or Nederman	\$809.00
154	Magnetic Grabber	\$1,210.00
155	Exhaust Diffuser - Care	\$809.00
156	Increase DEF Capacity	\$968.00
157	75 gallon fuel tank	\$1,476.00
158	Steering with controls	\$1,891.00
159	Add Extended Bumper	\$2,845.00
160	Add 26" Extended underslung Bumper	\$6,476.00
161	Bumper tray with cover	\$1,179.00
162	Bumper Sight Rod	\$755.00
163	Bumper compartment for Winch	\$2,193.00
164	Bumper Equipment Tray with cover	\$3,089.00
165	Bumper warning light recess	\$1,191.00
166	Linex Bumper Coating	\$749.00
167	Mirrors - change to Bus style cab corner	\$4,009.00

168	Mirrors - change to door mount bus style	\$3,133.00
169	Mirrors - change to One-Eleven style	\$2,849.00
170	Raised roof, custom cab	\$2,923.00
171	Extended Cab	\$6,754.00
172	Full height Cab doors - Raised Roof	\$2,771.00
173	Stainless Door Jamb Scuffplates	\$879.00
174	Mounting plate on engine tunnel	\$615.00
175	Electric Windows	\$2,579.00
176	Electric Door locks	\$1,502.00
177	110 Volt cab A/C	\$2,805.00
178	Danhard Style A/C	\$7,938.00
179	Safety System	\$12,511.00
180	Driver Safety Seat	\$1,282.00
181	SCBA Safety Seat	\$1,603.00
182	Bostrom Officer SCBA	\$2,078.00
183	Bostrom 2 F-Facing Crew	\$3,042.00
184	3 Seat to Crew (Commercial)	\$4,328.00
185	Clean Cab base option	\$1,881.00
186	EMS Compartment in Cab	\$3,902.00
187	EMS Compartment w outside access (each)	\$4,316.00
188	Upgrade SCBA Bracket to Hands Free	\$934.00
189	Cab step 2" larger mid and bottom	\$1,433.00
190	Handrail with LED Lighting Cab	\$702.00
191	Full height Cab doors - Raised Roof	\$2,334.00
192	Cab Windows Factory Tint	\$614.00
193	Commercial step upgrade package	\$1,608.00
194	Upgrade Freightliner M2-106 to M2-112	\$58,811.00
195	Upgrade International 2 door to 4 door	\$21,875.00
196	Upgrade to extended cab	\$14,107.00
197	Upgrade to Freightliner 2 door to 4 door	\$22,401.00
198	Upgrade Saber to Enforcer	\$12,193.00
199	Upgrade Enforcer to Impel	\$24,552.00
200	Upgrade Enforcer to Arrow	\$50,608.00
201	Upgrade Enforcer to Velocity	\$56,709.00
202	Upgrade Arrow to Velocity	\$19,873.00
203	Upgrade Arrow to Quantum	\$21,752.00
204	Upgrade Arrow to Dash CF	\$8,910.00
205	Velocity to Quantum	\$16,979.00
206	Upgrade Velocity to Dash CF	\$4,470.00
207	Remote Control Spot Lights	\$1,831.00
208	Spare 12 volt power (each)	\$193.00
209	Radio with Weatherband	\$1,796.00
210	Additional MUX Screen	\$3,540.00
211	GPS Navigation and preplan capable	\$948.00
212	install Customer MDT with power wiring	\$1,289.00
213	Install Customer Antenna	\$107.00
214	Install Customer GPS	\$472.00
215	install Customer radio	\$1,171.00
216	install customer Knox	\$224.00
217	install customer drug vault	\$539.00
218	Medi-Kool mk18	\$8,158.00

219	2 Person Command Center Configuration	\$20,731.00
220	Roll Alert System	\$4,829.00
221	Camera System Rear only	\$1,757.00
222	Camera System, Sides and rear to mux	\$4,914.00
223	Camera System, Sides and rear to monitor	\$2,650.00
224	Camera System with DVR	\$3,781.00
225	Camera System interior cab and exterior body	\$9,700.00
		\$0.00
226	Camera System Fotokite modem portable	\$52,971.00
227	Camera System Fotokite Compartment mounted	\$56,527.00
227m	Camera System Fotokite w modem Compartment mounted	\$59,032.00
228	Camera body to weatherproof panel monitor	\$1,786.00
229	Camera Stabilizer without laser	\$5,039.00
230	Camera, Stabilizer Placement with Command Zone Display with Laser	\$7,178.00
231	Intercom System (BASIC)	\$3,049.00
232	Intercom System (up to 6 position)	\$5,229.00
233	Intercom Wireless System	\$6,944.00
234	Intercom Headset - Wired	\$691.00
235	Intercom Headset - wireless	\$1,595.00
236	Idle Reduction Technology	\$4,913.00
237	IOTA Charger	\$1,443.00
238	Blue Sea 40 amp	\$2,095.00
239	Dual Pro Charger	\$1,227.00
240	Kussmaul Charger	\$2,258.00
241	Kussmaul Pump plus	\$3,292.00
242	Progressive p2180 (per unit)	\$2,200.00
243	Newmar Charger	\$2,430.00
244	Auto-eject 15 amp	\$638.00
245	Auto-eject 20 amp	\$669.00
246	Auto-eject 30 amp	\$1,515.00
247	Transfer switch	\$854.00
248	Sub Feed Box	\$490.00
249	Batteries 6 total	\$1,509.00
250	320 amp to 360	\$3,133.00
251	430 Amp Niehoff alternator	\$6,849.00
252	430 amp Delco alternator	\$4,839.00
253	LED cab lighting	\$1,185.00
254	LED body perimeter additional	\$2,655.00
255	LED Headlights	\$2,997.00
256	12 volt LED Scene - A	\$1,593.00
257	12 volt LED Scene - B	\$1,817.00
258	12 volt LED Flood Brow light A	\$2,442.00
259	12 volt LED Flood Brow light B	\$3,984.00
260	12 volt LED Hi-Viz Brow Full single	\$6,895.00
261	12 volt LED Hi-Viz Brow Double Lights	\$5,279.00
262	12 volt-Hi Viz LED (per light)	\$2,664.00
263	12 volt LED Flood Recessed or surface (per light) A	\$2,589.00
264	12 volt LED Flood Recessed or surface (per light) B	\$3,241.00
265	12 volt LED Flood Pole light (per light)	\$3,142.00
266	Tail lighting LED Upgrade	\$2,041.00
267	Tail Board Upgrade Package	\$2,211.00

268	Tanker Hose bed Package	\$5,646.00
269	Tanker folding tank storage manual	\$4,319.00
270	Tanker folding tank storage electric	\$11,891.00
271	Upgrade Tanker Step Package	\$2,162.00
272	Flush back body option	\$1,493.00
273	Rear step package with wrap bumper	\$3,283.00
274	Add Vinyl Cover for Crosslay Hose Bed	\$572.00
275	Hose Bed Cover, Aluminum	\$8,919.00
276	Hose Bed Cover, Vinyl	\$1,044.00
277	Hose Bed Cover, Roll-up	\$10,645.00
278	Additional Hosebed Divider	\$661.00
279	NY Hose Bed	\$4,337.00
280	PUC Body Configuration	\$15,838.00
281	Aerial body full depth per side	\$9,335.00
282	Pumper Body to Galvanneal	\$3,230.00
283	Pumper Body to Stainless	\$13,483.00
284	Aerial Aluminum to stainless body	\$20,746.00
285	Long Pumper body	\$4,253.00
286	Compartment door locks (each)	\$97.00
287	PUC Flip-out steps	\$1,185.00
288	Catwalk-Hatch Compartment, Each	\$4,374.00
289	Underbody Compartments, each	\$3,240.00
290	Add Right High Side Compartments	\$4,772.00
291	Add Electric / Hydraulic Ladder Rack	\$14,805.00
292	Full Height - Depth Compartments	\$7,057.00
293	Ladder Storage next to tank	\$5,900.00
294	Winch 12,000#	\$6,982.00
295	Winch 9000#	\$3,946.00
296	LED Compartment Lighting base upgrade lighting	\$2,579.00
297	LED Compartment Lighting premium	\$4,940.00
298	Increase Booster Tank to: 1000 Gallons	\$2,080.00
299	Increase Booster Tank to: 1250 Gallons	\$3,845.00
300	Increase Booster Tank to: 1500 Gallons	\$7,322.00
301	2.5" Direct Tank Fill to Main Intake	\$7,305.00
302	Rear Direct tank fill electric	\$6,219.00
303	Direct Tank Fill Manual	\$4,062.00
304	manual rear dump with 90	\$5,303.00
305	air-electric rear dump	\$6,452.00
306	air-electric side dump with extender (each)	\$10,268.00
307	trough - hard suction (each)	\$2,018.00
308	hard suction hose (each)	\$1,507.00
309	Mate Flex in Enclosed Compartments Per Shelf	\$156.00
310	Adjustable Compartment shelves	\$244.00
311	Slide-out tool board	\$2,055.00
312	Swing-out tool board	\$2,897.00
313	Slide-out tool board in tray	\$2,560.00
314	Slide-out floor tray	\$1,026.00
315	Tool board in Slide-out tray	\$2,037.00
316	Adjustable slide-out tray	\$883.00
317	Tilt-out adjustable tray	\$858.00
318	PacTrac in compartment	\$1,145.00

319	Pegboard in compartment	\$896.00
320	Vertical Partition	\$326.00
321	Horizontal Partition	\$361.00
322	3 Drawer C-Tech 24 wide	\$1,583.00
323	3 Drawer C-Tech 36 wide	\$2,895.00
324	4 Drawer C-Tech 48 wide	\$3,799.00
325	SCBA Cylinder storage in fender panel single (each)	\$830.00
326	SCBA Cylinder storage in fender panel double (each)	\$1,390.00
327	SCBA Cylinder storage in fender panel triple (each)	\$1,655.00
328	SCBA Storage in fender panel	\$1,331.00
329	Extinguisher Compartment	\$1,008.00
330	SCBA Storage Bins (each)	\$197.00
331	Add Dura Surf (per each)	\$128.00
332	Electric Cord Reel Compartment	\$829.00
333	750 GPM Pump to 1000 GPM Pump	\$3,139.00
334	Increase Pump from 1250 to 1500 gpm	\$7,514.00
335	Increase Pump from 1500 to 1750 gpm	\$2,479.00
336	Increase Pump from 1500 to 2000 gpm	\$4,856.00
337	add pump anodes (pair)	\$442.00
338	Add Mechanical Seal to Pump	\$1,093.00
339	Flow Meters, each	\$2,757.00
340	MIV Valves Electric with manual back-up (each)	\$9,462.00
341	Manual Ball Intake Valve	\$3,251.00
342	add 2.5" suction inlet	\$1,802.00
343	1.5" discharge front bumper	\$2,752.00
344	2.5" Discharge front bumper	\$3,804.00
345	Preconnect 1.5" with 2.0" plumbing - Speed or cross	\$2,954.00
346	Preconnect 2.5 or 3" plumbing - Speed or Cross	\$4,187.00
347	Add Front Suction Inlet 4-6"	\$8,835.00
348	Add Rear Suction Inlet	\$6,587.00
349	1.5" discharge	\$1,775.00
350	2.5" Discharge	\$2,204.00
351	3" Discharge	\$3,259.00
352	Add Large Diameter Rear Discharge	\$6,850.00
353	Add Large Diameter Side Discharge	\$6,990.00
354	add electric valve deluge plumbing	\$6,403.00
355	Dual voltage water heater with tanker	\$5,542.00
356	Extenda-gun 12"	\$4,973.00
357	Extenda-gun 18"	\$7,873.00
358	Electric Extenda Gun	\$9,021.00
359	Electric Deluge riser	\$8,605.00
360	Electric Deluge with foam by-pass	\$11,629.00
361	Wireless remote monitor	\$14,368.00
362	Provide (2) Speedlays IPO Crosslay with Rollers	\$6,862.00
363	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	\$11,021.00
364	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	\$912.00
365	Add 1" Cargo Netting to cross/speedlay (2)	\$536.00
366	Crosslay roll-up door enclosure	\$3,981.00
367	Poly Tray additional	\$736.00
368	Hose Reel, Rear Compartment Mounted w/ 150' Hose	\$7,205.00
369	Hose Reel, above pump w/ 150' Hose	\$4,561.00

370	Hose Reel, Under Cab w/ 100' Hose	\$5,500.00
371	Akron 3096-95 gpm Single Agent System	\$7,270.00
372	Akron 3096-95 gpm Dual Agent System	\$9,467.00
373	Elkhart 240-95 Single Agent	\$7,270.00
374	Elkhart 240-95 Dual Agent	\$9,470.00
375	Foam Pro 1600 Single Agent to (3) Discharges	\$11,306.00
376	Foam Pro 2001 Dual Agent to (3) Discharges	\$16,081.00
377	Foam Pro 2002 Dual Agent to (3) Discharges	\$25,946.00
378	Pierce Husky 3, Single Agent (3) discharges	\$14,641.00
379	Pierce Husky 12 Single Agent (5) discharge	\$26,652.00
380	Pierce Husky 12 Dual Agent (5) Discharge	\$30,875.00
381	Pierce Husky 300 Industrial Foam System	\$148,284.00
382	Foam Cell 20 Gallons	\$1,940.00
383	Foam Cell 40 Gallons	\$2,724.00
384	Foam Cell 50 Gallons	\$3,533.00
385	Foam system by-pass to deluge or aerial	\$6,177.00
386	Foam Cell 300 Gallons	\$4,970.00
387	Pierce Hercules CAFS to (5) Discharges	\$37,055.00
388	Pump Panel Enclosure	\$5,773.00
389	Cold Climate Pump Package	\$11,311.00
390	Airhorn at activation pump panel	\$225.00
391	Add Top Pump Control	\$10,277.00
392	Tank Level LED Group	\$1,667.00
393	Tank level LED (Individual lights)	\$3,460.00
394	LED Backlite Gauges each	\$126.00
395	D-TEC	\$1,404.00
396	Will-Burt 7-30 Mast with Nycoil	\$15,685.00
397	Will-Burt 7-42 Mast with Nycoil	\$22,749.00
398	4 Channel Flash drive DVR	\$3,161.00
399	120 volt Body A/C, roof mounted with heat	\$2,941.00
400	2 person Command Center	\$16,972.00
401	Fire Pump 250 gpm	\$37,699.00
402	Haz-Mat Upgrade	\$26,948.00
403	LED Emergency Light Package	\$17,359.00
404	Upgrade to HDR Body	\$55,271.00
405	HDR Stainless Body	\$13,130.00
406	Water Tank - Rescue	\$13,768.00
407	Communications Center, 2 Desk with Conference	\$308,349.00
408	LED Interior Lighting	\$5,532.00
409	Tool Drawer(each)	\$1,512.00
410	Airbag Rack (each)	\$227.00
411	Rack, Plywood (10)	\$1,284.00
412	120 v Refrigerator 23 cu ft.	\$3,257.00
413	Vertical Exhaust in Compartment	\$929.00
414	Slide-out Module up to 132" each	\$22,379.00
415	Leveling System	\$11,901.00
416	Awning	\$4,579.00
417	Electric Awning	\$9,454.00
418	Quic-Ladder Access Ladder	\$2,602.00
419	Air Horns with 2 foot switches	\$643.00
420	Additional Speaker	\$817.00

421	Howler	\$1,620.00
422	Q2B Siren	\$5,347.00
423	Chrome Bell with manual pull string	\$3,643.00
424	GTT Emitter Roof/remote mounted	\$7,092.00
425	Roto Ray Emergency Light	\$3,508.00
426	Mini Lightbar over crew cab Doors	\$5,181.00
427	3 Mini LED Light over each side cab door	\$1,622.00
428	Traffic Directing light bar "A"	\$1,900.00
429	Traffic Directing light bar "B"	\$3,396.00
430	Dual Traffic Advisor Lights	\$4,404.00
431	Inverter	\$3,728.00
432	Diesel 7.5 KW	\$18,841.00
433	Diesel 10 KW Generator w/ Monitor Package	\$24,971.00
434	Diesel 20 KW water cooled	\$29,227.00
435	Gas EM400 3.5	\$7,441.00
436	Gas 5.5 KW	\$9,348.00
437	Hydraulic 3.6 kw	\$15,369.00
438	Hydraulic 6 KW	\$23,697.00
439	Hydraulic 8 KW	\$26,755.00
440	Hydraulic 10 KW	\$27,716.00
441	Hydraulic 15 KW	\$43,452.00
442	Hydraulic 30 KW	\$53,666.00
443	PTO Drive 15 KW	\$21,544.00
444	PTO Drive 25 kw	\$23,233.00
445	PTO Drive 40 Kw	\$32,617.00
446	500 Watt Tripod Flood Light	\$3,119.00
447	750 Watt Flood Light w/ pole	\$3,371.00
448	1000 Watt Flood Light w/pole	\$2,761.00
449	1500 Watt Flood Light - recessed	\$2,763.00
450	120 volt LED visor light	\$3,102.00
451	750 Watt Visor light	\$3,251.00
452	120 volt 150 watt LED w/ pole	\$3,187.00
453	120 volt 150 watt LED recessed/flush mount	\$2,574.00
454	120 volt 150 watt LED Pedestal	\$3,309.00
455	Light Tower 9000 watt	\$32,725.00
456	Light Tower 6000 watt	\$25,427.00
457	Light Tower 3000 Watt	\$21,166.00
458	Light Tower 12 volt 4 - Lights	\$16,618.00
459	Electric Cord Reel with 200' of 10/3	\$4,190.00
460	Electric Cord Reel with 200' of 10/3 in Front Bumper	\$4,821.00
461	Electrical Receptacle duplex (per each) 15 or 20 amp	\$437.00
462	Electrical Receptacle 30 amp (per each)	\$537.00
463	Cascade - 6 - 6000 PSI UN	\$19,235.00
464	Breathing air compressor	\$94,617.00
465	Breathing air booster pump	\$13,994.00
466	Breathing air fill-frag station	\$15,076.00
467	High Pressure Breathing Air Reel (200' hose)	\$4,393.00
468	Tool air reel with 150' hose	\$3,306.00
469	Hydraulic Reel, 100' x .25" Hose	\$7,564.00
470	Hydraulics package (2 reels with 100' hoses and 2 connector 12' hoses)	\$17,511.00
471	Hannay reel with 100' Core Tech hose	\$9,884.00

472	Rescue Bulkhead fittings	\$2,332.00
473	AC Power to Tip	\$8,518.00
474	Full Depth & Full Height Compartments	\$7,902.00
475	Quick lock waterway	\$6,463.00
476	Provide Breathing Air to Tip	\$16,463.00
477	Add PUC pump, tank and crosslay to Tiller	\$113,167.00
478	Provide Super Duty 100' Aerial Ladder, In Addition to Base Price	\$126,418.00
479	Pumper Style Body for Single Axle 75'	-\$10,864.00
480	Remote Tip Controls, Ladder	\$7,802.00
481	Aerial Control Wireless MUX Aerials	\$11,776.00
482	Lyfe Brackets 3 in 1	\$2,147.00
483	LED Emergency Light Package Upgrade	\$13,279.00
484	Two (2) Monitors with Platforms	\$27,426.00
485	Single VUM Monitor Valve	\$2,846.00
486	2- VUM Manual Monitor Valves	\$6,473.00
487	Stokes Brackets behind Boom	\$1,049.00
488	Enclosed Stokes Box	\$2,357.00
489	Collision Avoidance	\$10,932.00
490	Aerial warning lighting A	\$9,852.00
491	Aerial Warning Lighting B	\$13,576.00
492	LED Rung Lighting	\$8,465.00
493	High Flow Waterway	\$15,587.00
494	12 Volt LED Tracking/tip lights	\$5,603.00
495	Two-tone Cab paint	\$3,706.00
496	Undercoating, Cab & Body, Ziebart	\$1,427.00
497	E-Coat Under body Chassis	\$2,222.00
498	Corrosion Prevention Treatment, ECK, Dissimilar Metal	\$2,524.00
499	Painted Grill	\$1,910.00
500	Pump Panel Drawing	\$1,529.00
501	50' Snuzzle - P-50	\$257,839.00
502	65' Snuzzle HS-2 65'	\$283,093.00
503	Graphics upgrade 1	\$3,128.00
504	Graphics Upgrade 2	\$4,638.00
505	Graphics Upgrade 3	\$5,496.00
506	Graphics Upgraded 4	\$10,135.00
507	Extended Chassis Warranty (per year)	\$6,138.00
508	Extended Body Warranty (per year)	\$8,662.00
509	Emergency Equipment Upfitting	
510	Responder Lighting Package	\$6,586.00
511	Squad Package	\$9,276.00
512	Commander Package	\$11,899.00
513	Arrestor Package	\$14,517.00
514	Director Package	\$17,568.00
515	Lieutenant Package	\$25,870.00
516	Chief's Package	\$32,381.00
517	Executive Package	\$33,479.00
518	Whelen Lighting and parts (Red 22 or PL 22.0)	0% off list
519	Havis (HS 22)	0% off list
520	ProGard (ProGard 2022 Catalog)	0% off list
521	Parts	0% off list
522	Major P. M. 500hour Chassis	\$2,924.00

523	Major P. M. w/ Transend	Deleted
524	Aerial Maintenance	\$2,599.00
525	ARFF Unit Annual Inspection	\$2,200.00
526	ARFF Minor Service	\$3,046.00
527	ARFF Major Service	\$4,264.00
528	HRET Upgrade - Attack master 3	Deleted
529	HRET Upgrade - Attack master 4	\$32,000.00
530	Foam System Maintenance Husky or similar (in shop)	\$543.00
531	Foam Testing ARFF	\$944.00
532	CAFS Service	\$416.00
533	Annual Pump Test (in shop)	\$521.00
534	Quantum Step Maintenance	\$461.00
535	Wheels off brake inspection - Single	\$368.00
536	Wheels off brake inspection - Tandem	\$569.00
537	A/C System Service	\$1,071.00
538	Power steering Flush	\$729.00
539	TAK4 Inspection	\$704.00
540	Husky/CAFS/Foam Service	\$1,757.00
541	Aerial Testing	\$1,995.00
542	Labor Rate, per hour	\$169.00
543	Each 150' Lengths of Utility Rope	\$322.00
544	150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA	\$351.00
545	150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA	\$404.00
546	2.5 Gallon Water Extinguisher	\$204.00
547	Hose 1.75" x 50 Double Jacket with 1.50" couplings	\$292.00
548	Hose 2.50" x 50' Double Jacket with 2.50" Couplings	\$327.00
549	Hose 3.0" x 50' Double Jacket with 2.5" Couplings	\$379.00
550	4.00" x 100' Rubber Lined Hose	\$807.00
551	5.00" x 100' Rubber Lined Hose	\$889.00
552	Additional 10' Folding Ladder	\$644.00
553	Additional 14' Roof with Hooks	\$845.00
554	Air Bags - 56 Ton System	\$10,114.00
555	Thermal Imager Camera with charger	\$18,633.00
556	Combination Spanner Wrench with Bracket	\$219.00
557	Complete SCBA	\$11,918.00
558	Deck Gun with Tips, Manual	\$5,856.00
559	Deck Gun with Tips, Electric	\$11,466.00
560	1.5" Nozzle with shut-off	\$1,899.00
561	2.5" Nozzle with shut-off	\$2,112.00
562	Portable Monitor 2.5" Inlet	\$7,494.00
563	Each Approved Portable Fire Extinguisher: ABC	\$264.00
564	Each Approved Portable Fire Extinguisher: CO2	\$339.00
565	Each Hydrant Wrench Set	\$264.00
566	Each Portable Hand Light w/ Mounting Brackets	\$173.00
567	Each Scoop Shovel	\$125.00
568	First Aid Kit, 24 units, Fire Department Assortment	\$381.00
569	Little Giant Ladder	\$801.00
570	One Assorted Tool Box	\$664.00
571	One Hose Roller	\$486.00
572	One Pair of Bolt Cutters 24"	\$326.00
573	Cut-off Circular Saw	\$3,194.00

574	Chain Saw	\$2,714.00
575	Piston Intake	\$2,510.00
576	Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses	\$53,942.00
577	Silent Witness	\$1,729.00
578	Spare SCBA Bottles	\$1,881.00
579	Thermal Imager Camera System	\$39,644.00
580	Hose Clamp	\$725.00
581	Axe, Pick	\$173.00
582	Axe, Flat	\$167.00
583	PPV Fan, Gas	\$3,638.00
584	PPV Electric Fan	\$6,901.00
585	Poly mounts for tools, Rescue Equipment	\$1,550.00
586	380 Camera 8003040	\$11,887.00
587	380 Camera 8003030	\$13,916.00
588	Poly Console Box	\$2,326.00
589	Small poly console box	\$1,550.00
590	Pumper Custom Poly Mount Package	\$8,915.00
591	Aerial Custom Poly Mount Package	\$11,887.00
592	Rescue Custom Poly Mount Package	\$15,958.00
593	Engine Tunnel Custom Poly Console	\$2,067.00



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

**The Purchasing Division concurs with recommendation submitted by the
award to the lowest responsible, responsive bidder**

**and recommends
in the amount of \$.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Fleet Services Management Software

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: September 19, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

Staff desires to discontinue the application we are currently using to manage our Fleet. The proposed new system (Faster) provides Fleet Management software that interfaces seamlessly with our other information systems. The new system will enable Fleet Services to efficiently manage all aspects of the city's vehicles and equipment. The one-time project costs for the perpetual licenses, implementation, and expenses are \$45,000, and the annual maintenance costs for the first five years total \$142,500. The purchase will be made utilizing GSA Contract# GS-35F-0251U.

BACKGROUND:

In January 2019, the IT Department began reviewing specific applications used by city departments to determine how to update/modernize them. In the spring of 2020, IT began researching current software options for fleet management of vehicles. They started with a list of nearly 50 companies and narrowed it down to four (4). Presentations were requested from the top firms identified. After receiving the demonstrations and asking the firms questions, the Fleet staff believes that the software presented by Faster Asset Solutions will best meet the current and future needs of the Fleet Department.

BUDGET IMPACT:

Funds are available in the 2022-2023 Budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends awarding a contract to Faster Asset Solutions in the amount of \$187,500 which includes the one-time project costs and the first five years of support.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



FASTER Asset Solutions Quote and Proposal

Kevin Rogers

Director Fleet Services

City of High Point

FASTER Asset Solutions is pleased to submit our proposal, GSA *FASTER* WEB OPEN MARKET: Contract # - GS-35F-0251U-Recurring. *FASTER* has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. *FASTER* is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe *FASTER* is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as *FASTER*. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. *FASTER* Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that *FASTER* is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions

FASTERasset.com | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com

757.623.1700

Steve Specht

steve.s@fasterasset.com



FASTER Asset Solutions
760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Prepared for City of High Point
Kevin Rogers
211 S Hamilton Street
High Point, NC 27260
United States

T: (336) 883-3598
E: kevin.rogers@highpointnc.gov

Quote #	1163 v4
Date	Aug 16, 2022
Expires	Sep 30, 2022
Contact	Steve Specht

ACCEPT QUOTE

GSA FASTER WEB OPEN MARKET: Contract # - GS-35F-0251U- Recurring

GSA FASTER WIN LICENSE

One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	GSA FASTER WIN CORE LICENSE FEE SIN 511210	10	\$3,880.00	\$38,800.00 \$28,550.00
	GSA FASTER WIN Core license fee per client (user).			
	*Note: The FASTER fleet management system is a package that consists of (1) selected software licenses, (2) mandatory training courses associated with the software, and (3) accompanying IT Professional Services. Maintenance SIN's are optional services usually purchased 12 months after installation.			
	SIN 511210 - PERPETUAL SOFTWARE LICENSES			
	• Server Software plus 10 Client License \$38,800			
	• Server Software plus 15 Client License \$48,500			
	• Server Software plus 20 Client License \$58,200			
	• Server Software plus 30 Client License \$77,600			
	• Server Software plus 40 Client License \$97,000			
	• Server Software plus 50 Client License \$116,400			
	• Server Software plus Site License for up to 20,000 pieces of equipment \$145,500			
	• Additional Client Licenses at \$1,940 each			
	Item Discount (\$10,250.00)			
	FASTER (Code: SIN 511210)			

One-Time Subtotal	\$38,800.00
Discount	(\$10,250.00)

OPEN MARKET- FASTER WEB LICENSE



One-Time Fees

Category	Item	Qty	Price	Total
LICENSE	FASTER WEB CORE LICENSE FEE FASTER WEB Core license fee per standard asset. Standard assets are those originally valued at \$5,000 or greater and active). • This includes one instance of the FASTER Web Application with one database. • Unlimited user access (named accounts) included. FASTER (Code: 001)	1000	\$2.00	\$2,000.00
LICENSE	FASTER WEB Non Standard Assets License Fee For non standard assets (initial purchase price <\$5,000). Includes setup, license fee, lifetime software updates for customers, first year maintenance and support. Fuel Only assets are also considered non standard regardless of initial purchase price. 100% Item Discount (\$50.00) FASTER (Code: 012a)	10	\$5.00	\$50.00 \$0.00

One-Time Subtotal	\$2,050.00
Discount	(\$50.00)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	FASTER WEB CORE ANNUAL SUPPORT & MAINTENANCE FASTER WEB Core annual support and maintenance fee per standard asset. FASTER (Code: 001A)	1000	\$14.60	\$14,600.00
SUPPORT and MAINTENANCE	FASTER WEB NON STANDARD ANNUAL SUPPORT & MAINTENANCE FASTER WEB Non-Standard Assets annual support and maintenance fee per non-standard asset. FASTER (Code: FWNSALICANN)	10	\$3.00	\$30.00

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And Maintenance Subtotal	\$14,630.00
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OPEN MARKET FASTER WEB ADD-ONS

One-Time Fees



Category	Item	Qty	Price	Total
SETUP / INTERFACE	Fuel Import - Single Vendor Single Vendor Fuel Import This is a single vendor fuel import for a new FASTER Web customer. The import includes 1 (one) of the following options: 1. Import a new fuel vendor fuel transaction file. 2. Import a new fuel file from your existing vendor. FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system. Site & Dispenser optional add on is available, if required, to the single vendor fuel import FASTER (Code: 300)	1	\$0.00	\$0.00
SETUP / INTERFACE	Single Vendor Site and Dispenser Add On This is an optional add-on to the Fuel Import (FI) to enable you to track the specific fuel site and/or fuel dispenser. This optional add on allows configuration to track Inventory Items so fuel imports deplete quantity from inventory. Faster Asset (Code: 303)	1	\$0.00	\$0.00
SETUP / INTERFACE	Dashboard The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview. FASTER (Code: 207nc)	1	\$0.00	\$0.00
SETUP / INTERFACE	Barcoding Add-On Setup The FASTER Barcoding Add-on provides the ability to scan and print labels on customer provided hardware. This module allows for ease of data entry as well as inventory control. • Beneficial add on for use with in-house numbering system. OEM labels may be used effectively as well. • Simplifies inventory and intake processes for inventory items and storerooms. • Quickly scan incoming inventory with 2D or Symbology - Code 128 barcodes. • Reduces data errors that occur with any manual data entry process. • Print barcode labels for items, including labels for a range of items simultaneously. FASTER (Code: 208)	1	\$0.00	\$0.00

One-Time Subtotal

\$0.00



Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	Fuel Import Single Vendor Support and Maintenance	1	\$1,050.00	\$1,050.00
	Annual support and maintenance for fuel import			
	FASTER (Code: 300ann)			
SUPPORT and MAINTENANCE	Single Vendor Site and Dispenser Support and Maintenance	1	\$520.00	\$520.00
	Annual support and maintenance for site and dispenser			
	FASTER (Code: 303ann)			
SUPPORT and MAINTENANCE	Dashboard Annual Support and Maintenance	1	\$2,060.00	\$2,060.00
	FASTER (Code: 207ncann)			
SUPPORT and MAINTENANCE	Barcoding Add-On Annual Support & Maintenance	1	\$1,240.00	\$1,240.00
	Annual recurring support and maintenance for barcode module			
	FASTER (Code: 208ANN)			

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And
Maintenance Subtotal \$4,870.00

DATA SERVICES

One-Time Fees

Category	Item	Qty	Price	Total
Service / Data	Data Extraction Mapping Tools - MSSQL Staging Database	1	\$11,000.00	\$11,000.00
	STANDARD DATA EXTRACTION OPTION			\$5,000.00
	FASTER will provide an MSSQL staging database into which the Customer's team will map and populate the data you extract from the former database. After the Customer completes mapping and populating the data in the staging database, FASTER will execute the conversion level the Customer choses which is noted below to transform the data and create a FASTER Web structured database. FASTER will then perform data validation testing.			
	Item Discount (\$6,000.00)			
	Faster Asset (Code: 401a)			



Category	Item	Qty	Price	Total
Service / Data	Level 1 Data Conversion and Testing This product utilizes a utility and series of packages to convert existing data to a FASTER Web database. The utility converts Equipment Birth Certificates, Parts Birth Certificates, Vendor Birth Certificates and Employees/Users Records. As part of the conversion, FASTER will perform two types of testing: 1. Functional stability testing to ensure that there are no data conflicts with the FASTER Web table structure 2. Data Validation testing to test that data was converted properly. Item Discount (\$8,550.00) Faster Asset (Code: 400a)	1	\$16,000.00	\$16,000.00 \$7,450.00
SETUP / INTERFACE	Database Management & Setup Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live. - Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location - Includes all support and maintenance for the first year of service. Item Discount (\$9,000.00) Faster Asset (Code: DBMS)	1	\$11,000.00	\$11,000.00 \$2,000.00

One-Time Subtotal	\$38,000.00
Discount	(\$23,550.00)

Annual Fees

Category	Item	Qty	Price	Total
SUPPORT and MAINTENANCE	Database Annual Support and Maintenance Annual fee for support, maintenance, software upgrades, firmware/database management, data storage, and report management. - Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location - Includes 24x7x365 cloud database access.	1	\$9,000.00	\$9,000.00



Category	Item	Qty	Price	Total
	FASTER (Code: DBMSANN)			

* Annual Support and Maintenance Fees billing schedules are outlined in the terms and conditions.

Annual Support And
Maintenance Subtotal \$9,000.00

TRAINING

One-Time Fees

Category	Item	Qty	Price	Total
Training	System Overview Meetings (SOM) System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability. Faster Asset (Code: 511a)	1	\$0.00	\$0.00
Training	Configuration Training Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required. Faster Asset (Code: 511b)	1	\$0.00	\$0.00
Training	System Training/Go Live On Site Training - Go Live Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date. FASTER (Code: 512)	1	\$0.00	\$0.00
Training	Asset Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512a)	1	\$0.00	\$0.00
Training	Maintenance Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512b)	1	\$0.00	\$0.00
Training	Inventory Module Go Live Training Class 4 Hour live training session with in person on site trainer FASTER (Code: 512c)	1	\$0.00	\$0.00
Training	Fuel Module Go Live Training Class 1 Hour live training session with in person on site trainer	1	\$0.00	\$0.00



Category	Item	Qty	Price	Total
Training	FASTER (Code: 512d)			
	Vendors & Accounting Module Go Live Training Class	1	\$0.00	\$0.00
	1.5 Hour live training session with in person on site trainer			
Training	FASTER (Code: 512e)			
	Technician Module Go Live Training Class	1	\$0.00	\$0.00[†]
	2.5 Hour live training session with in person on site trainer			
Training	FASTER (Code: 512f)			
	Technician Module Go Live Training Class II	1	\$0.00	\$0.00[†]
	2.5 Hour live training session with in person on site trainer. This is the second technician module class offered during the Go Live period for on site training.			
	FASTER (Code: 512f2)			
One-Time Subtotal				\$0.00

Summary

[†] Non-taxable item

Please contact us if you have any questions.

Comments

Year one cost: \$73,500 (includes year one, one-time and year one, annual recurring costs)

Total Five year cost: \$187,500 (includes all one-time and annual recurring costs year one through five)

One-Time Subtotal	\$78,850.00
Discount	(\$33,850.00)
Total One-Time	\$45,000.00 USD
Total Annual Support And Maintenance	\$28,500.00 USD

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE	\$40,850.00	—
SUPPORT and MAINTENANCE	—	\$28,500.00
SETUP / INTERFACE	\$11,000.00	—
Service / Data	\$27,000.00	—
Training	—	—
Discount	(\$33,850.00)	—
Total	\$45,000.00 USD	\$28,500.00 USD



OPEN MARKET:

The Open Market cost represent the open market price to upgrade the above GSA purchase of FASTER Win to FASTER Web. (You will have license rights to FASTER Web and not FASTER Win.)

NOTE: FASTER Web is a separate, distinct product from FASTER Win. It was designed to provide the best practices for a fleet's future needs. This means that some of the fields, forms, and processes of FASTER Win have been modified or changed. Instead of building FASTER Web to be similar to FASTER Win, we felt that building the best product (even if it deviated from FASTER Win) is what our customers needed. A summary of the differences are available upon request.



- One-time fees are billed as per schedule in statement of work.
- The *FASTER* Web Upgrade & Support fee will be due upon software delivery of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year fee.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- Hourly database backups (secure, offsite location) will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency.
- Complete database recovery backups are available for 14 (fourteen) days.
- Recurring fees may be increased after the initial term is completed.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

CITY OF HIGH POINT

AGENDA ITEM



Title: Reappointment – Piedmont Triad Regional Water Authority

From: City Clerk's Office

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: No

PURPOSE:

To confirm the reappointment of John Bencini, and John Thomas to the Piedmont Triad Regional Water Authority.

BACKGROUND:

Mayor Wagner is requesting the reappointment of John Bencini, and John Thomas as Local Appointees for the city of High Point to the Piedmont Triad Regional Water Authority (PTRWA). Both terms will expire on September 30, 2022. Mr. Bencini, Mr. Thomas' reappointments will become effective October 1, 2022, and expire on September 30, 2025.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the reappointments of John Bencini and John Thomas to become effective October 1, 2022 and expire on September 30, 2025.

CITY OF HIGH POINT

AGENDA ITEM



Title: Approval of Minutes

From: Mary S. Brooks
Interim City Clerk

Meeting Date: September 19, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: Yes

PURPOSE:

Minutes to be approved.

BACKGROUND:

N/A

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTIONS REQUESTED:

Approval of the following minutes:

July 18, 2022, Regular Meeting Minutes @ 5:30 p.m.

August 1, 2022, Special Meeting Minutes @ 4:30 p.m.

CITY OF HIGH POINT

AGENDA ITEM



Title: Grant Application Resolution – W. Green Drive Stormwater

From: Robby Stone – Public Services Director
Damon Dequenne – Asst. City Manager

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

PURPOSE:

The City of High Point will be competing for grant funding for various projects. Submission for grant funding requires City Council to adopt a resolution. The second round of submittals are due on September 30, 2022, which must contain a copy of an adopted resolution to be considered for funding. Funding opportunities are through the Federal American Rescue Plan Act (ARPA) and State Revolving Fund (SRF) which is a separate allocation from the ARPA funding previously awarded to the City.

BACKGROUND:

American Rescue Plan Act (ARPA): In March 2021, ARPA was signed into law to provide financial relief through several economic outlets, including providing funding for water, wastewater, and stormwater infrastructure. The North Carolina Division of Water Infrastructure (NCDWI) has been tasked with distributing the funds as part of the State Revolving Fund (SRF) program. Applications are received twice a year, in the Spring and the Fall. It is anticipated that a majority of NCDWI's remaining ARPA funds for water and wastewater projects will be distributed as part of the Spring 2022 cycle. NCDWI's ARPA funds associated with stormwater projects is expected to be distributed in the Fall 2022 cycle.

Bipartisan Infrastructure Bill (BIB): In November 2021, BIB was signed into law to provide financial relief and economic stimulus through several programs, including increasing funding to the Drinking Water SRF (DWSRF) and Clean Water SRF (CWSRF) programs to address lead service line replacement, emerging contaminants, and failing infrastructure. BIB is anticipated to be rolled out over a 5-year period, but exact guidance on distribution has not been defined at this time. NCDWI administers the SRF programs and has indicated funding associated with BIB is anticipated to start being distributed in the Fall 2022 or Spring 2023 cycle.

BUDGET IMPACT:

No budget impacts are anticipated from this resolution.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends adopting this resolution to allow complete application submittal for various funding opportunities.

CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF HIGH POINT

WHEREAS, The City of High Point has need for and intends to construct, plan for, or conduct a study in a project described as the **High Point W. Green Drive Green Stormwater Infrastructure Improvements**, and

WHEREAS, The City of High Point intends to request State loan and/or grant assistance for the project,

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

That the City of High Point, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of High Point to make a scheduled repayment of the loan, to withhold from the City of High Point any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project, **including Guilford County**.

That the High Point City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by High Point City Council this (date) in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Mary Brooks, Interim City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting [title of officer] of the City of High Point does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the- _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

CITY OF HIGH POINT

AGENDA ITEM



Title: United Systems-Itron 100W ERT's

From: Jeremy Coble-Customer Service Director

Meeting Date: September 19, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote
Attachment B- Sole Source Request Form
Attachment C- Sole Source Letter

PURPOSE:

For the sole source purchase of 4,000 Itron 100W ERT's (Encoder Receiver Transmitter) for the Customer Service Department.

BACKGROUND:

The Customer Service Department uses Itron software to collect both electric and water meter readings. Itron ERT's are a critical component in the City's utility billing process and future AMI project. Itron ERT's are the only encoder compatible with our meter reading software. United Systems is the only distributor for Itron in North Carolina. The cost is \$444,050.00.

BUDGET IMPACT:

There are available funds in the Public Services budget for FY 22/23.

RECOMMENDATION / ACTION REQUESTED:

The Customer Service Department recommends approval of the sole source purchase of 100W ERT's from United Systems.



Financial Services

Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

100w Itron ERTs are being used to complete both meter reading AMR and the future AMI project.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☐ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☒ Standardization or compatibility is the overriding consideration.
4. ☐ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel Digitally signed by Jeremy Coble
Date: 2022.08.23 14:33:23 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Digitally signed by Erik S. Conti
Date: 2022.09.07 09:27:59 -04'00'

Financial Services Director

City Council (\$30,000 – Up)



AMR / AMI | SOFTWARE | WATER LOSS



Quotation

For: High Point, NC

Prepared By: Will Taylor

Date	PO Number	Shipping Method	Shipping Terms	Delivery Date
July 28, 2022	TBD	Best Way	Shipping Included	Estimated at 120-150 Days

Qty	Item # - Description	Unit Price - \$	Line Total - \$
Itron-			
4000	ERW-1300-402 100W+, Encoder with Integral Connector & Antenna Connector	\$100.00	\$400,000.00
4000	CFG-1300-004 100W Through Lid Mount Kit	\$3.75	\$15,000.00
1	Sales Tax	7%	\$29,050.00
Total	Includes All Shipping and Sales Tax		\$444,050.00

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for ninety (90) days from the quotation date, unless modified in writing by USS prior to USS acceptance.



AMR / AMI | SOFTWARE | WATER LOSS



TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include United Systems & Software, Inc. , or "USS", whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are Net 10, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to United Systems & Software, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Marshall County, Kentucky, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

Purchase Authorization—Buyer further agrees that this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties relating to this Agreement. This Agreement shall be effective as of this ____ day of _____, 20____.

Buyer Name & Title: _____

Purchase Order Number: _____



Knowledge to Shape Your Future

August 3, 2021

City of High Point, NC

Re: Itron AMR/AMI Modules & Itron Reading Equipment

This letter is to inform you that United Systems & Software is the only Water Distributor for Itron, Inc. in North Carolina. No other Itron Distributors are authorized to sell or quote Itron water metering products in the state of North Carolina.

From a product perspective, Itron is the only provider of mobile and handheld meter reading equipment which can read SCM+ messages and download interval data from compatible Itron endpoints such as 100W devices with Datalogging.

Please feel free to contact myself if you have any questions or require further information.
Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy Wright", enclosed within a large, horizontal, oval-shaped flourish.

Tracy Wright
Portfolio Account Manager

CITY OF HIGH POINT

AGENDA ITEM



Title: Text Amendment 22-03
(City of High Point)

From: Sushil Nepal,
Planning and Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022, and
September 14, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request to amend the City of High Point Development Ordinance, Section 3.8.5.B., *Applicability* and Section 3.8.5.C., *ARO District Zone Boundaries*, based on the recommendations of the PTIA Part 150 Update Assessment presented to City Council in July 2021.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 23, 2022 public hearing. All members of the Commission were present except for, member Alex Moore. Mr. Christopher Andrews, Development Administrator, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Ms. Amanda Williams and Mr. Barry Siegal both spoke in opposition of the request and presented the Commission with results of an independent analysis of the Part 150 Study Update and the City's recommended zoning map amendment. Mr. Ed Price also spoke in opposition. They felt that more land was needed for residential development. Ms. Williams and Mr. Siegal asked the Commission for a 90-day delay in their vote to give them time to discuss a modification to the Zone 1 area where they had purchased land for residential development. Mr. Stephen Gossett spoke in favor of the proposed changes and asked the Commission not to delay the vote.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended approval of this request, as recommended by staff, by a vote of 5-3.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-3 to approve the following statement:

That Text Amendment 22-03 is consistent with the City's adopted policy guidance because this text amendment does not conflict with adopted policy guidance.

Furthermore, the request is reasonable and in the public interest because the proposed amendment provides increased clarity to the Development Ordinance related to the applicability and physical description of the Airport Overlay District.

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

**STAFF REPORT
TEXT AMENDMENT CASE TA-22-03
August 23, 2022**

Request	
Applicant: City of High Point	Affected Ordinance Sections: Section 3.8.5.B., <i>Applicability</i> Section 3.8.5.C., <i>ARO District Zone Boundaries</i>
Proposal: To amend the City of High Point Development Ordinance, Section 3.8.5.B., <i>Applicability</i> and Section 3.8.5.C., <i>ARO District Zone Boundaries</i> , to amend the applicability and description of Airport Overlay District boundaries	

Background

The Airport Overlay District was adopted in 2003 in response to anticipated noise impacts from nearby Piedmont Triad International Airport (PTIA). A Part 150 Airport Noise Compatibility Study for PTIA was completed in 2011 that recommended alterations in the flight operations at the airport that would affect the areas impacted by aircraft noise, and a recent Part 150 Update was completed and analyzed by the City of High Point. As a result, the City is amending the Airport Overlay District as a response to the update's findings. The proposed changes to the Airport Overlay District are comprised mainly of map amendments. However, Planning and Development staff identified needed revisions to the text of the Airport Overlay District related to its applicability and descriptions of the boundaries for each of the district zones.

Details of Proposal

The proposed text amendment affects Section 3.8.5.B., *Applicability*, related to the applicability of the Airport Overlay District and Section 3.8.5.C., *ARO District Zone Boundaries*, related to the description of each of the district zones.

Analysis

No regulatory changes are proposed in this text amendment. The amendment only seeks to add clarification to the applicability of the Airport Overlay District, as well as the description of the district zone boundaries. The zone boundaries are proposed to be amended based findings within the 2020 Part 150 Update, reflective of Zoning Map Amendment 22-21.

As a result of the Part 150 Update, Planning staff had originally proposed that new residential subdivisions and group developments be required to provide an avigation easement upon

development approval. However, after further discussion and analysis, staff is not proposing to move forward with that required standard.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed text amendment is consistent with applicable City adopted policy guidance.

This text amendment does not conflict with adopted policy guidance.

Reasonableness/Public Interest:

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

The proposed amendment provides increased clarity to the Development Ordinance related to the applicability and physical description of the Airport Overlay District.

Recommendation

Staff recommends approval.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

This report was prepared by Christopher Andrews, AICP, Interim Planning and Development Director, and reviewed by Herb Shannon, AICP, Senior Planner, Heidi Galanti, AICP, Planning Administrator, and Sushil Nepal, Planning and Development Director.

AN ORDINANCE AMENDING THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on August 23, 2022 and before the City Council on September 19, 2022 regarding Text Amendment 22-03; and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on August 13th, 2022 for the Planning and Zoning Commission public hearing, and on September 7th, 2022 and September 14th, 2022 for the City Council public hearing pursuant to Chapter 160D-601 of the General Statutes of North Carolina.

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

SECTION 1.

(Regarding Airport Overlay District Applicability.)

That Section 3.8.5.B., *Applicability*, is hereby amended as follows:

B. Applicability The ARO district applies to designated land in the vicinity of the PTIA.

1. The district boundaries are defined on the Official Zoning Map. The boundaries generally follow physical features and property lines and are associated with aircraft noise impacts as identified by ~~a FAR Part 150 Study~~ **the 2007 FAR PART 150 Study, 2020 PART 150 Update and the 2040 PTIA Master Plan.**
2. None of the provisions of the ARO district shall be construed to prohibit the continuance, expansion, or re-establishment of an existing use. The noise level reduction design standards apply only to new uses and not to the expansion of existing uses or to structure additions. Only new subdivisions of land developed within the district shall be required to grant a waiver of claim.
3. Nothing in the ARO district is intended to state that objectionable levels of noise from overhead aircraft will be confined to the limits of the district.

SECTION 2.

(Regarding Airport Overlay District Zone Boundaries.)

That Section 3.8.5.C., *ARO District Zone Boundaries*, is hereby amended as follows:

C. **ARO District Zone Boundaries** The ARO district is divided into ~~the~~ four zones in order to manage the development of uses that are sensitive to and incompatible with certain levels of daytime and nighttime aircraft noise and to mitigate adverse noise impacts to the public, where possible.

1. **Zone 1** Zone 1 is based on the 2014 65 ~~Ldn~~ **DNL** noise contour developed by the 2007 FAR Part 150 Study ~~for the Piedmont Triad International Airport~~ **and physical boundaries such as Gallimore Dairy Road**. The intent of Zone 1 is to prevent the development of uses sensitive to objectionable noise resulting from daytime and nighttime aircraft flights and those uses that could pose safety hazards to aircraft.

2. **Zone 2** Zone 2 is based on the 2014 NA 90(1) contour developed by the 2007 FAR Part 150 Study ~~for the Piedmont Triad International Airport~~ **and 2025 PTIA Part 150 nighttime departure flight tracks**. The intent of Zone 2 is to prevent the development of uses sensitive to objectionable noise resulting from nighttime aircraft flights.

3. **Zone 3** Zone 3 is also based on the 2014 NA 90(1) contour developed by the 2007 FAR Part 150 Study ~~for the Piedmont Triad International Airport~~, **as well as influenced by development patterns that existed prior to the establishment of the Airport Overlay District**. The intent of Zone 3 is to protect residential uses and their residents by reducing the interior level of objectionable noise resulting from nighttime aircraft flights.

4. **Zone 4** Zone 4 is based on the NA 85(2) contour developed by the 2007 FAR Part 150 Study ~~for the Piedmont Triad International Airport~~ **and 2025 PTIA Part 150 nighttime departure flight tracks**. The intent of Zone 4, along with the other 3 zones, is to provide public notification of potential night time aircraft noise impacts.

TEXT AMENDMENT 22-03

Ordinance #XXXX/XX-XX

Applicant: City of High Point

SECTION 3.

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

SECTION 4.

This ordinance shall become effective upon adoption.

Adopted by the City Council

City of High Point, North Carolina

The **19th** day of **SEPTEMBER 2022**

Mary S. Brooks, Interim City Clerk

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: High Point EDC Board Appointees

From: Mayor Jay Wagner
Director Sandy Dunbeck, High Point Economic Development

Meeting Date: February 7, 2022

Public hearing: N/A

Advertising Date: N/A

Attachments: NA

Advertised by: N/A

PURPOSE:

To appoint six members to the High Point Economic Development Board. HPEDC Board Service would begin when appointed and run until 12-31-2023.

BACKGROUND:

Each of the following have indicated their willingness and interest in serving.

BUDGET IMPACT:

NA

RECOMMENDATION / ACTION REQUESTED:

Mayor Wagner recommends that the City Council reappoint the following:

- Beth Earnst, Akzo Nobel
- Chris Whitesell, New Path Digital

Mayor Wagner recommends that City Council appoint the following as new HPEDC board members:

- Justin Thompson, Captivate Media
- Aaron Clinard, Clinard Consulting
- Scott Holbrook, Key Risk
- Brian Swierenga, Cambrex

CITY OF HIGH POINT

AGENDA ITEM



Title: Annual Radio Replacement - City of High Point

From: Adam Ward, Assistant Director, Information
Technology Services

Meeting Date: September 19, 2022

Public Hearing: No

**Advertising Date /
Advertised By:**

Attachments: Motorola Solutions Inc. Quote

PURPOSE:

The City needs to purchase Motorola portable radios to replace older equipment.

BACKGROUND:

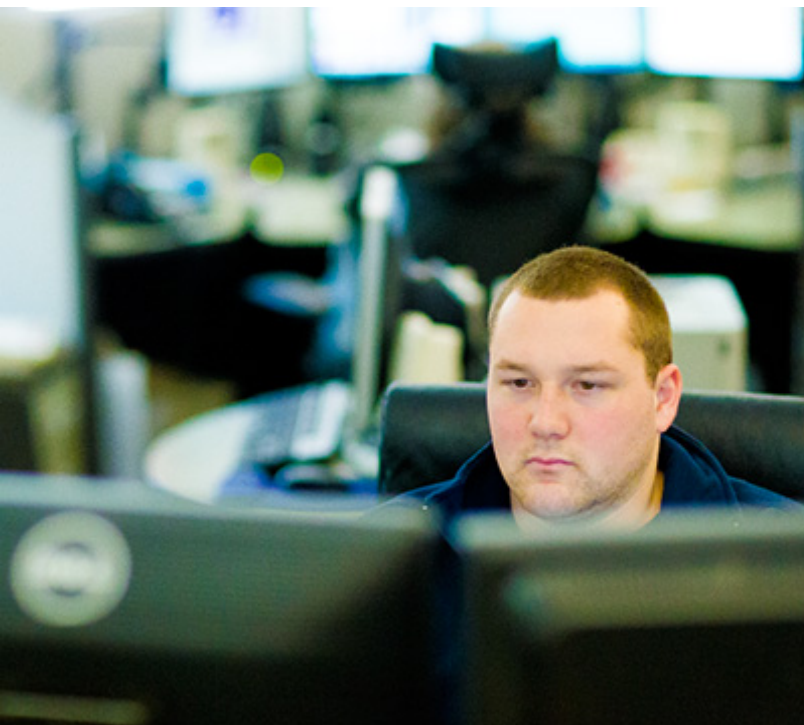
The IT Services Department recommends the City purchase 69 portable radios and supporting materials. This acquisition is part of the annual radio replacement cycle. The radios purchased will be replacing radio equipment used by the Fire Department.

BUDGET IMPACT:

The City will use existing funds in the FY 22-23 budget to purchase the radios from Motorola Solutions, Inc. Total purchase amount is \$444,839.55. The purchase will occur under contract 19144 - 725G STATE OF NORTH CAROLINA.

RECOMMENDATION / ACTION REQUESTED:

The IT Services Department recommends approval of the purchase and that the appropriate party is authorized to execute all necessary documents.



HIGH POINT, CITY OF

08/12/2022

08/12/2022

HIGH POINT, CITY OF
PO BOX 230
HIGH POINT, NC 27261

Dear Lee Stanley,

Motorola Solutions is pleased to present HIGH POINT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HIGH POINT, CITY OF with the best products and services available in the communications industry. Please direct any questions to James Field at Brandon.Field@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Field

Billing Address:
HIGH POINT, CITY OF
PO BOX 230
HIGH POINT, NC 27261
US

Quote Date:08/12/2022
Expiration Date:11/10/2022
Quote Created By:
James Field
Brandon.Field@
motorolasolutions.com

End Customer:
HIGH POINT, CITY OF
Lee Stanley
lee.stanley@highpointnc.gov
3368833404

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	69	\$4,104.00	\$3,078.00	\$212,382.00
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	69	\$6.00	\$4.50	\$310.50
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	69	\$110.00	\$82.50	\$5,692.50
1c	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	69	\$28.00	\$21.00	\$1,449.00
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	69	\$330.00	\$247.50	\$17,077.50
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	69	\$121.00	\$121.00	\$8,349.00
1f	QA00580AC	ADD: TDMA OPERATION	69	\$495.00	\$371.25	\$25,616.25
1g	QA01768AA	ENH: ENHANCED ZONE BANK	69	\$83.00	\$62.25	\$4,295.25
1h	QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A)	69	\$182.00	\$136.50	\$9,418.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	H38BT	ADD: SMARTZONE OPERATION	69	\$1,320.00	\$990.00	\$68,310.00
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	69	\$567.00	\$425.25	\$29,342.25
1k	H869BZ	ENH: MULTIKEY	69	\$363.00	\$272.25	\$18,785.25
1l	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	69	\$110.00	\$82.50	\$5,692.50
1m	QA03399AA	ADD: ENHANCED DATA APX	69	\$165.00	\$123.75	\$8,538.75
1n	Q629AK	ENH: AES ENCRYPTION AND ADP	69	\$523.00	\$392.25	\$27,065.25
2	NNTN7687A	IMPRES SUC ADAPTER	69	\$48.60	\$36.45	\$2,515.05

Grand Total**\$444,839.55(USD)**



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Tandem Dump Truck

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendations
Vendor Quote

Meeting Date: September 19, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Division is currently utilizing a 2009 Sterling LT9500 that is in need of replacement based on age and overall condition. Using the NC Sheriff's Association Contract# 22-06-0426R, one (1) Western Star 47X tandem dump truck with Godwin Body is being recommended for council approval.

BACKGROUND:

The Streets Division is currently using a 2009 Sterling LT9500 tandem dump truck that needs to be replaced due to age, condition, and operating hours. Piedmont Ford has the Western Star 47X tandem dump truck with Godwin Body that will continue to meet their needs. The price of \$233,519 is for the dump truck, snow plow equipment, extended warranty, operator training, and delivery. Delivery is estimated at 280-365 days.

BUDGET IMPACT:

Funds are available in the 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one (1) Western Star 47X tandem dump truck with Godwin Body from Piedmont Ford. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
3524 Triangle Lake
Road
High Point, NC 27260
Phone: 336-883-3598



Prepared by:
Todd Lenhart
PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

A proposal for
HIGH POINT, CITY OF

Prepared by
PIEDMONT TRUCK CENTER, INC.
Todd Lenhart

Aug 23, 2022

Western Star 47X

Components shown may not reflect all spec'd options and are not to scale



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
3524 Triangle Lake
Road
High Point, NC 27260
Phone: 336-883-3598



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PIEDMONT TRUCK CENTER,
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GREENSBORO, NC 27409
Phone: 3366682401

Kevin Rogers,

Please find the quotation for a Western Star 47X Tandem Chassis with Godwin 550T Body with Snow Plow and Spreader.

Please Reference NC Sheriffs Association Bid Number: 22-06-0426R.

Sincerely,

Todd Lenhart



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
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S P E C I F I C A T I O N P R O P O S A L

Description

Price Level

WST 47X/49X PRL-26X (EFF:07/26/21)

Data Version

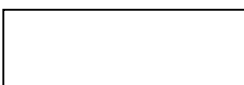
SPECPRO21 DATA RELEASE VER 008

Vehicle Configuration

WESTERN STAR 47X
2023 MODEL YEAR SPECIFIED
SET FORWARD AXLE - TRUCK
TRAILER TOWING PROVISION AT END OF
FRAME WITH SAE J560
LH PRIMARY STEERING LOCATION

General Service

TRUCK/TRAILER CONFIGURATION
DOMICILED, USA 50 STATES (INCLUDING
CALIFORNIA AND CARB OPT-IN STATES)
CONSTRUCTION SERVICE
GOVERNMENT BUSINESS SEGMENT
DIRT/SAND/ROCK COMMODITY
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN
TRANSIT, IS SPENT ON PAVED ROADS
MAXIMUM 8% EXPECTED GRADE
SMOOTH CONCRETE OR ASPHALT PAVEMENT -
MOST SEVERE IN-TRANSIT (BETWEEN SITES)
ROAD SURFACE
WESTERN STAR VOCATIONAL WARRANTY
EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs
EXPECTED REAR DRIVE AXLE(S) LOAD :
40000.0 lbs
EXPECTED GROSS VEHICLE WEIGHT CAPACITY
: 56000.0 lbs



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
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Road
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412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Description

EXPECTED GROSS COMBINATION WEIGHT :
80000.0 lbs

Truck Service

FRONT PLOW/END DUMP BODY
EXPECTED TRUCK BODY LENGTH : 0.0 ft
GODWIN MANUFACTURING COMPANY

Engine

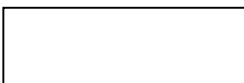
CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM,
1150 LB-FT @ 1200 RPM

Electronic Parameters

74 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 900 RPM
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO RPM WITH CRUISE SET SWITCH - 900 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 900
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
ONE REMOTE PTO SPEED
PTO SPEED 1 SETTING - 900 RPM
NO FLEET SPEC FOR PARAMETERIZATION
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH
PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Engine Equipment

2010 EPA/CARB/GHG21 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LOWER
FORWARD CORNER OF DRIVER DOOR)
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH ENGINE
MOUNTED AIR CLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE



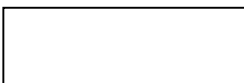
Prepared for:
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GREENSBORO, NC 27409
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Description

(3) DTNA GENUINE, HIGH TEMP AGM STARTING
AND CYCLING, MIN 2775CCA, 570RC,
THREADED STUD BATTERIES
BATTERY BOX WITH ALUMINUM COVER
MOUNTED SHORT SIDE TO RAIL
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
UNPOLISHED ALUMINUM WST BATTERY BOX
COVER
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
C-BRAKE BY JACOBS WITH LOW/OFF/HIGH
BRAKING DASH SWITCH
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD ACTIVE
REGENERATION AND VIRTUAL REGENERATION
REQUEST SWITCH IN CLUSTER AND DASH
MOUNTED INHIBIT SWITCH
11 FOOT 00 INCH (132 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
8 GALLON DIESEL EXHAUST FLUID TANK
UNPOLISHED ALUMINUM WST DIESEL
EXHAUST FLUID TANK COVER
LH HEAVY DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STANDARD DIESEL EXHAUST FLUID TANK CAP
STAINLESS STEEL AFTERTREATMENT
DEVICE/MUFFLER/TAILOPIPE SHIELD
AIR POWERED ON/OFF ENGINE FAN CLUTCH
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
DETROIT FUEL/WATER SEPARATOR WITH
WATER IN FUEL SENSOR
CUMMINS SPIN ON FUEL FILTER



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
3524 Triangle Lake
Road
High Point, NC 27260
Phone: 336-883-3598



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Phone: 3366682401

Description

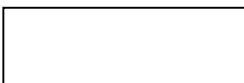
COMBINATION FULL FLOW/BYPASS OIL FILTER
1400 SQUARE INCH VOCATIONAL RADIATOR
ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT
GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT
RADIATOR DRAIN VALVE
LOWER RADIATOR GUARD
NO REPTO, EXTENDED FLYWHEEL HOUSING,
CUMMINS REQUIRED FOR PACKAGING
ELECTRIC GRID AIR INTAKE WARMER
DELCO 12V 39MT HD/OCV STARTER WITH
THERMAL PROTECTION AND INTEGRATED
MAGNETIC SWITCH

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV
ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES
PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY
PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE
SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE
PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE
SECONDARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
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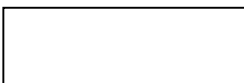
Prepared by:
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PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Description

FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED
DIRECTION CHANGE ENABLED WITH
MULTIPLEXED SERVICE BRAKES - ALLISON 5TH
GEN TRANSMISSIONS
QUICKFIT BODY LIGHTING CONNECTOR UNDER
CAB, WITH CAP
ELECTRONIC TRANSMISSION WIRING TO
CUSTOMER INTERFACE CONNECTOR
CUSTOMER INSTALLED CHELSEA 280 SERIES
PTO
PTO MOUNTING, TOP RH SIDE OF MAIN
TRANSMISSION ALLISON 400 & 3500 EVS
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
WATER TO OIL TRANSMISSION COOLER
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74
DROP SINGLE FRONT AXLE
CONMET PRESET PLUS PREMIUM IRON FRONT
HUBS
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
NO FRONT BRAKE DUST SHIELDS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
SINGLE HIGH CAPACITY POWER STEERING
GEAR, BENDIX, 14.6-18K
4 QUART POWER STEERING RESERVOIR
OIL/AIR POWER STEERING COOLER



Prepared for:
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Description

MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

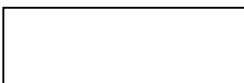
18,000# FLAT LEAF FRONT SUSPENSION
THREADED SPRING PINS AND BUSHINGS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

MT-40-14X 40,000# R-SERIES TANDEM REAR
AXLE
CONMET PRESET PLUS PREMIUM IRON REAR
HUBS
4.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH OPTIONAL
HEAVY DUTY AXLE HOUSING
MXL 176T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
MXL 17T MERITOR EXTENDED LUBE INTERAXLE
DRIVELINE WITH HALF ROUND YOKES
(1) INTERAXLE LOCK VALVE FOR TANDEM
DRIVE AXLES
INDICATOR LIGHT FOR EACH INTERAXLE
LOCKOUT SWITCH
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
NO REAR BRAKE DUST SHIELDS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 2-DRIVE
AXLES SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
MINERAL SAE 80/90 REAR AXLE LUBE
STANDARD REAR AXLE BREATHER(S)

Rear Suspension

TUFTRAC GEN2 40,000# REAR SPRING
SUSPENSION
9.5 INCH NOMINAL RIDE HEIGHT (460MM
GLOBAL REFERENCE HEIGHT)



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
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Road
High Point, NC 27260
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Prepared by:
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PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Description

AXLE CLAMPING GROUP
55 INCH AXLE SPACING
FORE/AFT AND TRANSVERSE CONTROL RODS
REAR SHOCK ABSORBERS - TWO AXLES
(TANDEM)

Brake System

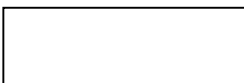
WABCO 6S/6M ABS WITH TRACTION CONTROL
WITH ATC SHUT OFF SWITCH
REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
WABCO SYSTEM SAVER HP WITH INTEGRAL
AIR GOVERNOR AND HEATER
WABCO OIL COALESCING FILTER FOR AIR
DRYER
AIR DRYER FRAME MOUNTED
STEEL AIR BRAKE RESERVOIRS
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections

AIR CONNECTIONS TO END OF FRAME WITH
GLAD HANDS FOR TRUCK AND NO DUST
COVERS
PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR SEPARATE STOP/TURN, ABS CENTER PIN
POWERED THROUGH IGNITION
SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME

Wheelbase & Frame

5540MM (218 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1825MM (72 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 71 INCH TO 80
INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
136.61 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 133.61 in



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
3524 Triangle Lake
Road
High Point, NC 27260
Phone: 336-883-3598



Prepared by:
Todd Lenhart
PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Description

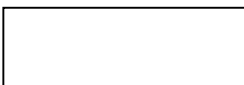
CALC'D FRAME LENGTH - OVERALL : 342.61 in
FRAME HEIGHT TOP FRONT UNLADEN : 44.28 in
FRAME HEIGHT TOP FRONT LADEN : 40.9 in
FRAME HEIGHT TOP REAR UNLADEN : 43.09 in
FRAME HEIGHT TOP REAR LADEN : 40.58 in
CALCULATED FRAME SPACE LH SIDE : 72.56 in
CALCULATED FRAME SPACE RH SIDE : 100.17
in
SQUARE END OF FRAME
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CAST ALUMINUM CROSSMEMBER
BACK OF TRANSMISSION
STANDARD CAST ALUMINUM MIDSHIP
STANDARD CAST ALUMINUM REARMOST
CROSSMEMBER
STANDARD SUSPENSION CROSSMEMBER
CAST ALUMINUM REAR SUSPENSION
CROSSMEMBER

Chassis Equipment

UNPOLISHED ALUMINUM WST EQUIPMENT
COVERS
OMIT FRONT BUMPER, CUSTOMER INSTALLED
SPECIAL BUMPER, DOES NOT COMPLY WITH
FMCSR 393.203
NO FRONT TOW HOOKS
NO LICENSE PLATE MOUNTING
CLASS 10.9 THREADED METRIC FASTENERS;
REAR SUSPENSION HANGER TO BE HUCK-SPIN
EXTERIOR HARNESSES WRAPPED IN
ABRASION TAPE
LEFT HAND SIDE HEAVY DUTY BRACKETS
REQUIRED
RIGHT HAND SIDE HEAVY DUTY BRACKETS
REQUIRED

Fuel Tanks

60 GALLON/227 LITER ALUMINUM FUEL TANK -
LH
25 INCH DIAMETER FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL
FUEL/HYDRAULIC TANK(S) WITH PAINTED
BANDS



Prepared for:
Kevin Rogers
HIGH POINT, CITY OF
3524 Triangle Lake
Road
High Point, NC 27260
Phone: 336-883-3598



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412 SOUTH REGIONAL ROAD
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Description

FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON
FUEL LINE

Tires

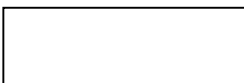
MICHELIN X WORKS Z 315/80R22.5 20 PLY
RADIAL FRONT TIRES
CONTINENTAL HSR2 11R22.5 14 PLY RADIAL
REAR TIRES

Wheels

ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25
INSET 5-HAND STEEL DISC FRONT WHEELS
MAXION WHEELS 91262 22.5X8.25 10-HUB PILOT
5-HAND STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS

Cab Exterior

111.6 INCH BBC CONVENTIONAL ALUMINUM
CAB
STAINLESS STEEL CAB ACCENT MOLDING
FRONT FENDERS
OMIT FENDER EXTENSIONS. CUSTOMER
ACCEPTS RESPONSIBILITY FOR OVER-WIDTH
FRONT TIRES AND ANY TIRE TREAD
PROTRUSION.
INTERIOR GRAB HANDLES WITH ADDED
LOWER LH AND RH A PILLAR GRAB HANDLES
AND LH AND RH EXTERIOR NON-SLIP GRAB
HANDLES
BRIGHT HOOD MOUNTED AIR INTAKE GRILLE,
BLACK SCREEN, WITH LED ACCENT LIGHTS
X-SERIES STEEL REINFORCED ALUMINUM CAB
X-SERIES VOCATIONAL HOOD
HOOD OPENING ASSIST WITH LOCKING STRUT
WESTERN STAR NAMEPLATES
DUAL HADLEY SD-978 26 INCH RECTANGULAR
AIR HORNS
SINGLE ELECTRIC HORN
REAR LICENSE PLATE MOUNT END OF FRAME



Prepared for:
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Road
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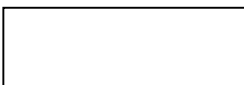
Prepared by:
Todd Lenhart
PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
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Description

DUAL STAGE INTELLIGENT LED HEADLIGHTS
WITH HEATED LENS SYSTEM
VISOR MOUNTED LED MARKER LIGHTS
WIRING AND SWITCH FOR CUSTOMER
FURNISHED SNOW PLOW LAMPS WITH DUAL
CONNECTIONS AT BUMPER
DAYTIME RUNNING LIGHTS
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
LED SIDE TURN SIGNAL
C-BAR MIRROR SYSTEM WITH DUAL HEATED
MIRRORS WITH INTEGRAL HEATED CONVEX,
DUAL REMOTE, STAINLESS STEEL BACK
COVER, AND BLACK C-BAR
102 INCH EQUIPMENT WIDTH
LH AND RH CONVEX MIRRORS INTEGRAL WITH
PRIMARY MIRRORS
RH DOWN VIEW MIRROR
STANDARD SIDE/REAR REFLECTORS
UNPOLISHED ALUMINUM WST
AFTERTREATMENT SYSTEM COVER
STAINLESS STEEL EXTERIOR SUN VISOR WITH
INTEGRAL MARKER LIGHTS
SINGLE SOLAR TINTED REAR WINDOW, (1) 31
INCH X 20 INCH
1-PIECE ROPED-IN SOLAR GREEN GLASS
WINDSHIELD
8 LITER (2 GAL) WINDSHIELD WASHER
RESERVOIR, CAB MOUNTED, WITH FLUID
LEVEL INDICATOR

Cab Interior

X-SERIES BASE INTERIOR TRIM LEVEL
PACKAGE
QUARRY GRAY VINYL BASE LEVEL INTERIOR
CARBON WITH BASE BLACK ACCENT
BLACK MATS
(2) DASH MOUNTED POWER OUTLETS AND
COIN TRAY
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR STORAGE POCKETS
INTEGRATED INTO MOLDED DOOR PANELS
(2) COAT HOOKS ON BACKWALL OF CAB
DIGITAL ALARM CLOCK IN DRIVER DISPLAY



Prepared for:
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HIGH POINT, CITY OF
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Road
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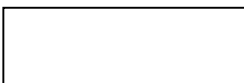
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Description

STANDARD HEATER PLUMBING
RADIATOR MOUNTED AIR CONDITIONER
CONDENSER
STANDARD INSULATION
STANDARD LED CAB LIGHTING
NO SECURITY DEVICE
DOOR LOCKS AND IGNITION SWITCH KEYED
THE SAME
KEY QUANTITY OF 2
LH AND RH ELECTRIC DOOR LOCKS WITH
AUTO UNLOCK FEATURE WHEN DOOR IS SET
FROM OPEN TO CLOSED POSITION
BLACK DOOR HANDLES
BASIC 2.0 HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH 1 CHAMBER AIR LUMBAR,
INTEGRATED CUSHION EXTENSION AND TILT
BASIC 2.0 HIGH BACK NON SUSPENSION
PASSENGER SEAT
DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS
GRAY VINYL DRIVER SEAT COVER WITH NO
LOGO
GRAY VINYL PASSENGER SEAT COVER WITH
NO LOGO
3 POINT HIGH VISIBILITY ORANGE ADJUSTABLE
D-RING RETRACTOR DRIVER AND FIXED D-RING
RETRACTOR PASSENGER SEAT BELTS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) BLACK STEERING
WHEEL WITH SWITCHES
DRIVER AND PASSENGER INTERIOR SUN
VISORS

Instruments & Controls

STOCK TRUCK/UPFIT PACKAGE LVL 1
STANDARD FOOT PEDAL SYSTEM
ELECTRONIC ACCELERATOR CONTROL
BLACK GAUGE BEZELS
STANDARD CENTER INSTRUMENT PANEL
DUAL NEEDLE PRIMARY AND SECONDARY AIR
PRESSURE GAUGE



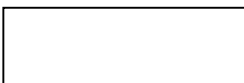
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GREENSBORO, NC 27409
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Description

INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
PREMIUM INSTRUMENT CLUSTER WITH 5.0
INCH TFT COLOR DISPLAY
DIGITAL PANEL LAMP DIMMER SWITCH IN
DRIVER DISPLAY
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
ENGINE REMOTE INTERFACE WITH MULTIPLE
SET SPEEDS
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
NO ENGINE OIL TEMPERATURE GAUGE
ELECTRIC ENGINE OIL PRESSURE GAUGE
NO TRANSMISSION TEMPERATURE GAUGE
ELECTRONIC OUTSIDE TEMPERATURE
SENSOR DISPLAY IN DRIVER MESSAGE
CENTER
ENGINE, TRIP AND PTO HOUR METERS
INTEGRAL WITHIN DRIVER DISPLAY
PTO CONTROLS FOR ENHANCED VEHICLE
ELECTRIC/ELECTRONIC ARCHITECTURE
NO OBSTACLE DETECTION SYSTEM
NO VEHICLE STABILITY ADVISOR OR CONTROL
NO LANE DEPARTURE WARNING SYSTEM
TMC RP1226 ACCESSORY CONNECTOR
LOCATED BEHIND PASSENGER SIDE
REMOVEABLE DASH PANEL
AM/FM/WB WORLD TUNER RADIO WITH
BLUETOOTH, USB AND AUXILIARY INPUTS,
J1939
DASH MOUNTED RADIO
STANDARD SPEAKER SYSTEM
NO AM/FM RADIO ANTENNA
POWER AND GROUND WIRING PROVISION
OVERHEAD



Prepared for:
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HIGH POINT, CITY OF
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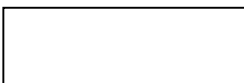
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INC.
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Phone: 3366682401

Description

ROOF/OVERHEAD CONSOLE CB RADIO
PROVISION
NO SPEAKER/LEAD FOR 2-WAY RADIO
NO CB ANTENNA, BRACKET OR LEAD
HEADLINER MULTI-BAND ANTENNA:
AM/FM/WEATHERBAND, WIFI/BLEETOOTH,
GNSS/GPS
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITHOUT
ODOMETER
ELECTRONIC 2500 RPM TACHOMETER
DETROIT CONNECT PLATFORM HARDWARE
IGNITION SWITCH CONTROLLED ENGINE STOP
FOUR EXTRA HARDWIRED SWITCHES IN DASH,
ROUTE TO UNDER CAB, CAPPED
HARDWIRE SWITCH #1, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #2, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #3, ON/OFF LATCHING, 20
AMPS IGNITION POWER
HARDWIRE SWITCH #4, ON/OFF LATCHING, 20
AMPS IGNITION POWER
PRE-TRIP INSPECTION FEATURE FOR
EXTERIOR LAMPS ONLY
BW TRACTOR PROTECTION VALVE
TRAILER HAND CONTROL BRAKE VALVE
NO TURBO AIR PRESSURE GAUGE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
ROTARY HEADLAMP SWITCH, MARKER
LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT
FOR OPTIONAL FOG/ROAD LAMPS
TWO VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH WITH
DIMMER, HEADLAMP FLASH,
WASH/WIPE/INTERMITTENT
QUICKFIT POWERTRAIN INTERFACE
CONNECTOR UNDER CAB WITH CAPS

Design

PAINT: ONE SOLID COLOR



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Description

Color

CAB COLOR A: L0006EY WHITE ELITE EY
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

Certification / Compliance

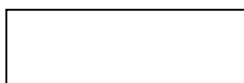
U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY
DEALER HAS BEEN ADVISED OF AND
ACCEPTED RESPONSIBILITY FOR
MODIFICATIONS DUE TO POSSIBLE
PTO/CHASSIS INTERFERENCE
OBD 2019 MISFIRE MONITORING
J1939 ELECTRICAL ARCHITECTURE
50 STATE EMISSIONS CERTIFICATION
ENGINE BRAKE RANGE PRESELECT
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE
ENGINE BRAKE RANGE ALTERNATE
PRESELECT RECOMMENDED BY DTNA AND
ALLISON, THIS DEFINED BY ENGINE AND
VOCATIONAL USAGE
CUMMINS ELECTRONIC ENGINE CONTROLS
STANDARD DIESEL EXHAUST FLUID SYSTEM
COOLANT PLUMBING
DISABLE - NEUTRAL RANGE ASSIST
DRIVER SWITCH INPUT - DEFAULT - NO
SWITCHES

Extended Warranty

CUMMINS ENGINE CARB22: L9 HD1 MD DTY 5 YEARS / 150,000
MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES

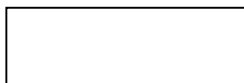


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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Q U O T A T I O N

WESTERN STAR 47X

SET FORWARD AXLE - TRUCK
CUM L9 360 HP @ 2200 RPM; 2200 GOV RPM, 1150 LB-
FT @ 1200 RPM
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
18,000# FLAT LEAF FRONT SUSPENSION
111.6 INCH BBC CONVENTIONAL ALUMINUM CAB
5540MM (218 INCH) WHEELBASE, SFA ONLY
13.0MM X 87.0MM X 311.0MM STEEL FRAME
(0.51X3.43X12.24 INCH) 120 KSI
1825MM (72 INCH) REAR FRAME OVERHANG

PER UNIT

TOTAL

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
--------------------	----	-----	----	-----

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

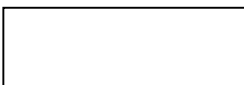
Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



ORDINANCE

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

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

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

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

PROPERTY LOCATION

708 Habersham Rd.

OWNER (S)

Evelyn C. McConnell &
Andrew McConnell
2457-A Ingleside Dr.
High Point, NC 27265

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK



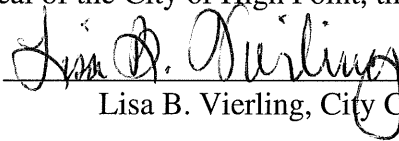
NORTH CAROLINA'S INTERNATIONAL CITY™

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

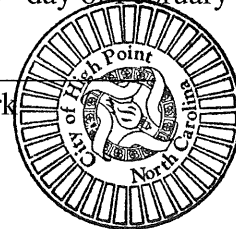
Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on February 7, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7789/22-10, page 106, Legislative File No. 2022-41 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of February 2022.



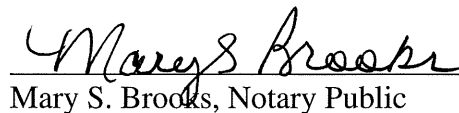
Lisa B. Vierling, City Clerk



ACKNOWLEDGEMENT

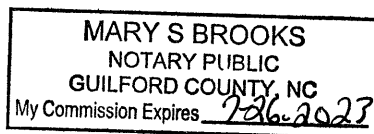
I, Mary S. Brooks, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing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

WITNESS my hand and official Notarial Seal, this 8th day of February 2022.



Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

1601 E. Commerce Ave.

PLS Contracting Inc.
1601 E. Commerce Ave.
High Point, NC 27260

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK

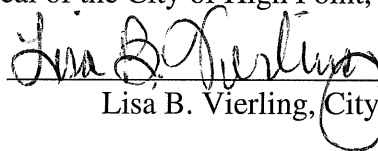


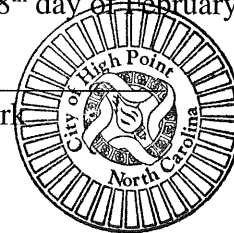
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on February 7, 2022, and upon approval by City Council will be recorded in Book 97 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7790/22-11, page 107, Legislative File No. 2022-42 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 8th day of February 2022.

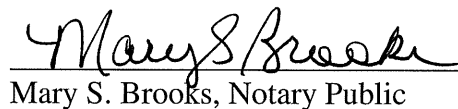

Lisa B. Vierling, City Clerk



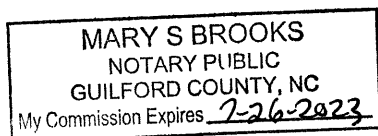
ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 8th day of February 2022.


Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



CITY OF HIGH POINT

AGENDA ITEM



Title: Grant Application Resolution - Stormwater

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Public Hearing: N/A

Meeting Date: September 19, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

PURPOSE:

Public Services will be competing for grant funding for various projects. Submission for grant funding requires City Council to adopt a resolution. The second round of submittals are due on September 30, 2022, which must contain a copy of the adopted resolution to be considered for funding. Funding opportunities are through the Federal American Rescue Plan Act (ARPA) and State Revolving Fund (SRF) which is a separate allocation from the ARPA funding previously awarded to the City.

BACKGROUND:

American Rescue Plan Act (ARPA): In March 2021, ARPA was signed into law to provide financial relief through several economic outlets, including providing funding for water, wastewater, and stormwater infrastructure. The North Carolina Division of Water Infrastructure (NCDWI) has been tasked with distributing the funds as part of the State Revolving Fund (SRF) program. Applications are received twice a year, in the Spring and the Fall. It is anticipated that a majority of NCDWI's remaining ARPA funds for water and wastewater projects will be distributed as part of the Spring 2022 cycle. NCDWI's ARPA funds associated with stormwater projects is expected to be distributed in the Fall 2022 cycle.

Bipartisan Infrastructure Bill (BIB): In November 2021, BIB was signed into law to provide financial relief and economic stimulus through several programs, including increasing funding to the Drinking Water SRF (DWSRF) and Clean Water SRF (CWSRF) programs to address lead service line replacement, emerging contaminants, and failing infrastructure. BIB is anticipated to be rolled out over a 5-year period, but exact guidance on distribution has not been defined at this time. NCDWI administers the SRF programs and has indicated funding associated with BIB is anticipated to start being distributed in the Fall 2022 or Spring 2023 cycle.

BUDGET IMPACT:

No budget impacts are anticipated from this resolution.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends adopting this resolution to allow complete application submittal for various funding opportunities.

CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF HIGH POINT

WHEREAS, The City of High Point has need for and intends to construct, plan for, or conduct a study in a project described as the Jacobs Place JP-5 and JP-1 area Stormwater Improvements, and

WHEREAS, The City of High Point intends to request State loan and/or grant assistance for the project,

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

That the City of High Point, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of High Point to make a scheduled repayment of the loan, to withhold from the City of High Point any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

If applying for a regional project, that the **Applicant** will partner and work with other units of local government or utilities in conducting the project.

That the High Point City Manager, **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted by High Point City Council this (date) in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Mary Brooks, Interim City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting [title of officer] of the City of High Point does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the- _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Historic Preservation Commission

From: City Clerk's Office

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: No

PURPOSE:

To confirm the appointment of Alyssa McLaughlin to the Historic Preservation Commission.

BACKGROUND:

Mayor Wagner is requesting the appointment of Alyssa McLaughlin to the Historic Preservation Commission as his at large appointee. Ms. McLaughlin's term will become effective immediately and will expire on June 30, 2025.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Alyssa McLaughlin to become effective immediately and expire on June 30, 2025.

Profile

Alyssa

First Name

McLaughlin

Last Name

abmclaughlin7292@gmail.com

Email Address

1212 Biltmore Avenue

Street Address

Suite or Apt

High Point

City

NC

State

27260

Postal Code

Mobile: (336) 989-9039

Primary Phone

Alternate Phone

Apt2B

Employer

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Ward you reside in?

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

University of West Florida Student Archaeologist, both Field and Museum experience. Former Museum Curator for Sarah A. Mooney Memorial Museum.

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender☒ Female

CITY OF HIGH POINT

AGENDA ITEM



Title: **Zoning Map Amendment 22-21**
(City of High Point)

From: Sushil Nepal,
Planning and Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022, and
September 14, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request to amend the Airport Overlay District (ARO) based on the recommendations of the PTIA Part 150 Update Assessment presented to City Council in July 2021. The areas of change are generally located north of Skeet Club Road, east of the Guilford/Forsyth County line, south of Interstate 40, and west of NC 68 (Eastchester).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 23, 2022 public hearing. All members of the Commission were present except for, member Alex Moore. Mr. Christopher Andrews, Development Administrator, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Ms. Amanda Williams and Mr. Barry Siegal both spoke in opposition of the request and presented the Commission with results of an independent analysis of the Part 150 Study Update and the City's recommended zoning map amendment. Mr. Ed Price also spoke in opposition. They felt that more land was needed for residential development. Ms. Williams and Mr. Siegal asked the Commission for a 90-day delay in their vote to give them time to discuss a modification to the Zone 1 area where they had purchased land for residential development. Mr. Stephen Gossett spoke in favor of the proposed changes and asked the Commission not to delay the vote.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended approval of this request, as recommended by staff, by a vote of 5-3.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 5-3 to approve the following statement:

That Zoning Map Amendment 22-21 is consistent with the City's adopted policy guidance because the proposed amendment does not conflict with the Land Use Plan or other adopted policy guidance. More specifically, the City does not have adopted plans or policies that address this type of zoning map amendment.

Furthermore, the request is reasonable and in the public interest because the amendments to the Airport Overlay District will continue to provide noise mitigation protection measures and prohibit certain uses within the vicinity of the Piedmont Triad International Airport. Additionally, the noise metrics and analysis on which the ARO District is designed support a reclassification of multiple areas to other overlay zones. Furthermore, City interests are protected through the district's waiver of claim requirement.

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

**STAFF REPORT
ZONING CASE 22-21
August 23, 2022**

Request	
Applicant: City of High Point City Council	Owner(s): Various
Zoning Proposal: A request to amend the Airport Overlay District (ARO) based on information provided in the Piedmont Triad International Airport Part 150 Study Update.	From: Airport Overlay District
	To: Airport Overlay District
Notices: - As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing. - The Planning and Development Department held an open house on June 27, 2022 to give the public an opportunity to review the proposed changes and ask questions.	

Site Information	
Location:	The areas of change are generally located north of Skeet Club Road, east of the Guilford/Forsyth County line, south of Interstate 40, and west of NC 68 (Eastchester).
Tax Parcel Number:	Various
Site Acreage:	The current Airport Overlay District is approximately 11,835 acres in total area. The proposed amendment would remove 2,793 acres from the ARO.
Current Land Use:	Various
Physical Characteristics:	N/A
Water and Sewer Proximity:	N/A
General Drainage and Watershed:	Oak Hollow General Watershed Area and Watershed Critical Areas City Lake General Watershed Area
Overlay District(s):	Airport Overlay District

Adjacent Property Zoning and Current Land Use		
North:	N/A	N/A
South:	N/A	N/A
East:	N/A	N/A
West:	N/A	N/A

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	This request neither promotes nor conflicts with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The area is designated for various uses, including residential commercial, office, and industrial uses.
Land Use Plan Goals, Objectives & Policies:	Goal #1 Encourage development that enhances and preserves established neighborhoods; Obj. #2 Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development. 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:	<i>Northwest Area Plan.</i> The primary policy from the <i>Northwest Area Plan</i> that applies in this case is its Land Use Plan, which was responsive to concerns about aircraft noise impacts.
Zoning History:	The Airport Overlay District was established in 1992, with the adoption of the Development Ordinance. It covered a comparatively small area and simply limited residential development to lots of one or more acres. The more relevant existing High Point Airport Overlay Zoning District was adopted in 2003 (Zoning Case 03-12 and LUPA 03-02). The district's boundaries were based on the best information available at the time, which was derived from the Environmental Impact Statement for the proposed FedEx Air Cargo Sorting Hub and accompanying third runway at Piedmont Triad International Airport (PTIA). This Airport Overlay District covered approximately 8,800 acres. Larger-scale amendments to the ARO were approved in 2011, as well as individual site amendments in 2017. In 2021, an assessment was done to analyze the results of the Piedmont Triad International Airport Part 150 Update study to determine if any changes to the city's Airport Overlay District are warranted. The assessment report provided information on prior airport noise studies, the Part 150 Update study's conclusions, and the Planning and Development Department's resulting recommendations for the Airport Overlay District, which included a recommendation for the amendment of ARO zones, resulting in the shrinking of the district. A text amendment (TA-22-03) has been prepared in conjunction with this map amendment request, with the primary purpose of referencing the Part 150 Study Update as well as existing land use and past adopted policy guidance, as the basis for the amendment to the overlay zones.

Transportation Information

Not applicable to this zoning case.

School District Comment

Not applicable to this zoning case.

Staff Analysis

The Part 150 Airport Noise Compatibility Study Update, which was prepared on behalf of PTIA, recommended modifications to the nighttime noise mitigation measures, including changes to flight patterns. These measures will result in an increase in nighttime aircraft noise for certain areas of northern High Point.

Following the release of the Part 150 Update, the Planning and Development Department prepared the Part 150 Assessment, which analyzed the results of the update and recommended changes to the existing Airport Overlay District based upon the study. The City Council and Planning and Zoning Commission were briefed on the Assessment in July of 2021. Planning staff requested, and Council supported, initiation of the zoning map amendment, text amendment and land use assessment in September 2021. A final update on the proposed amendments was provided to City Council and the Planning and Zoning Commission in May 2022.

This zoning map amendment modifies the existing boundary of Airport Overlay District as well as makes changes to individual zones. The Part 150 Update, as well as existing land use and past adopted policy guidance, are the basis for the amendment to the overlay zones.

The Planning and Development Department held an open house on June 27, 2022 to give the public an opportunity to review the proposed changes and ask questions. Notice of the open house was mailed to owners of property that is located within city limits and also located within the proposed areas of change; as well as to all property owners within 300 feet of the boundary of areas of change. This is consistent with the notice requirements for zoning map amendments under consideration of Planning and Zoning Commission and City Council.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed zoning map amendment is appropriate for its proposed location, and is consistent with the purpose, goal objectives, and policies of the City's adopted policy guidance.

The proposed amendment does not conflict with the Land Use Plan or other adopted policy guidance. More specifically, the City does not have adopted plans or policies that

address this type of zoning map amendment.

Reasonableness/Public Interest:

Whether an approval of the zoning map amendment is reasonable and in the public interest.

The amendments to the Airport Overlay District will continue to provide noise mitigation protection measures and prohibit certain uses within the vicinity of the Piedmont Triad International Airport. Additionally, the noise metrics and analysis on which the ARO District is designed support a reclassification of multiple areas to other overlay zones. Furthermore, City interests are protected through the district's waiver of claim requirement.

Recommendation

Staff Recommends Approval.

Required Action

Planning and Zoning Commission:

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

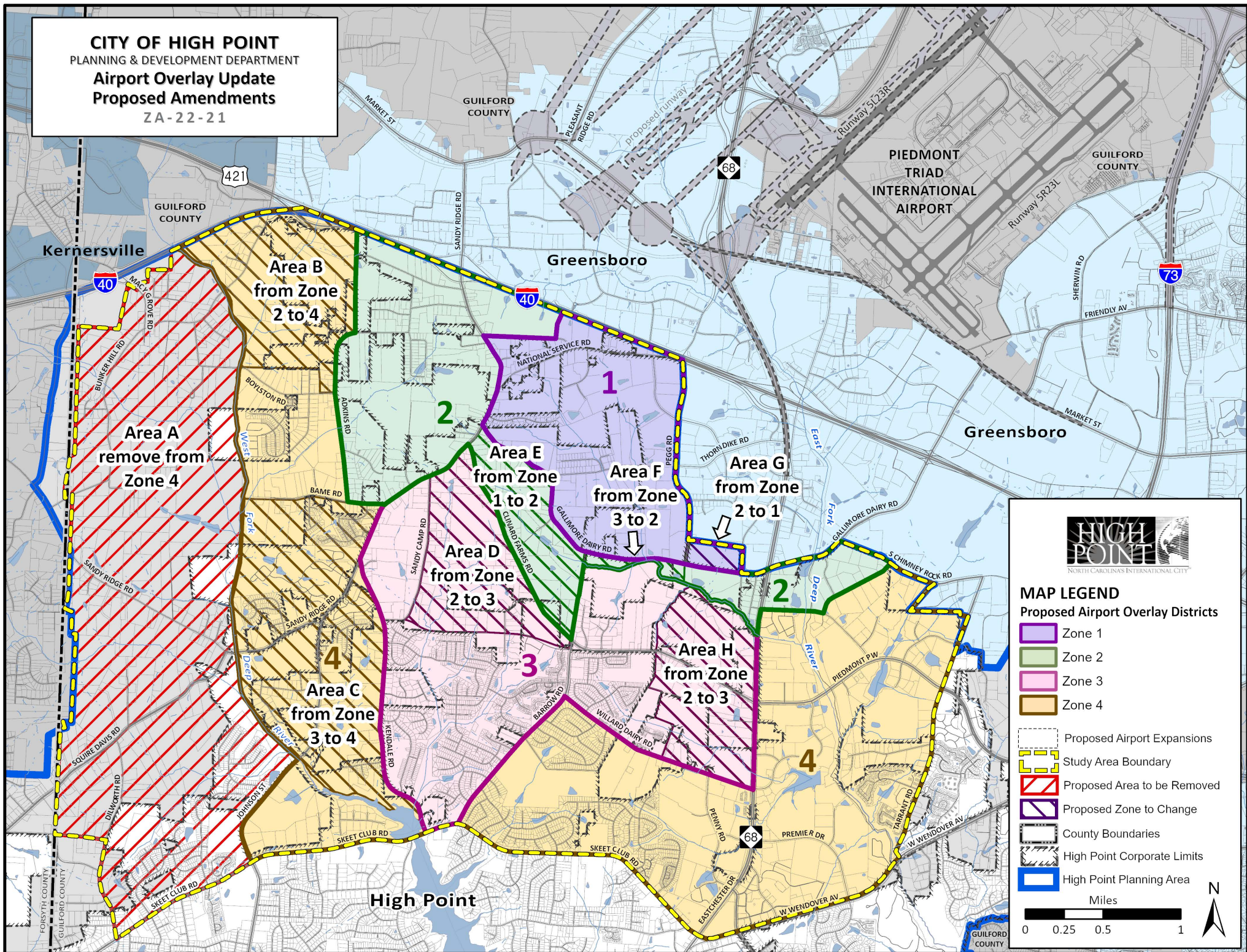
City Council:

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

Report Preparation

This report was prepared by Planning and Development Department staff member Christopher Andrews AICP, Development Administrator, and reviewed by Heidi Galanti AICP, Planning Administrator and Sushil Nepal AICP, Director.

CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
Proposed Amendments
 ZA-22-21





MAP LEGEND
 Proposed Airport Overlay Districts

- Zone 1
- Zone 2
- Zone 3
- Zone 4

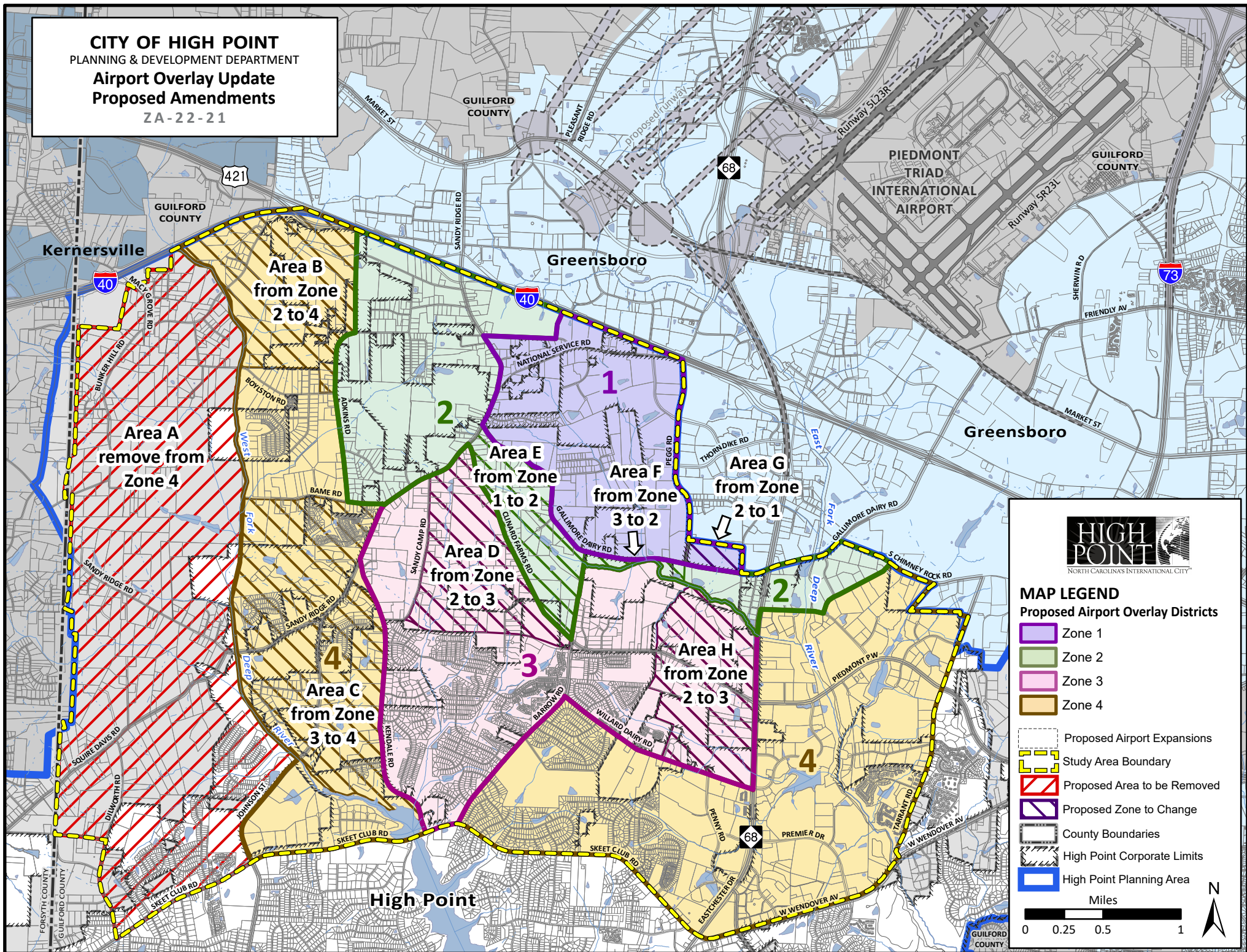
- Proposed Airport Expansions
- Study Area Boundary
- Proposed Area to be Removed
- Proposed Zone to Change
- County Boundaries
- High Point Corporate Limits
- High Point Planning Area

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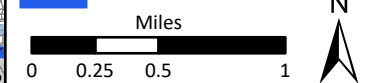
CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
Proposed Amendments
 ZA-22-21



MAP LEGEND

Proposed Airport Overlay Districts

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Proposed Airport Expansions
- Study Area Boundary
- Proposed Area to be Removed
- Proposed Zone to Change
- County Boundaries
- High Point Corporate Limits
- High Point Planning Area



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 23, 2022 and before the City Council of the City of High Point on September 19, 2022 regarding **Zoning Map Amendment Case 22-21 (ZA-22-21)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on August 13, 2022, for the Planning and Zoning Commission public hearing and on September 7, 2022 and September 14, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **September 19, 2022**.

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 areas noted upon the attached map as the Airport Overlay District. Zoning Case 22-21 amends eight areas of the district, denoted as areas A through H. The current Airport Overlay District is approximately 11,835 acres in total area. The amendment of the western portion of the district, denoted as Area A, removes approximately 2,793 acres. The resultant boundary of the Airport Overlay District reflective of these amendments is generally the West Fork of the Deep River to the west, Skeet Club Road and Wendover Avenue to the south, Tarrant Road to the east, and the Greensboro city limits and Interstate 40 to the north, comprising approximately 9,042 acres.

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.

Adopted by the City Council
City of High Point, North Carolina
The 19th day of September, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Water and Sewer Plant Maintenance Facility Expansion
McAdams

From: Robby Stone – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: On-Call

Attachments: Attachment A- Water and Sewer Plant Maintenance Facility Expansion design proposal

PURPOSE:

To hire McAdams to design the expansion of the Water and Sewer Plant Maintenance Facility.

BACKGROUND:

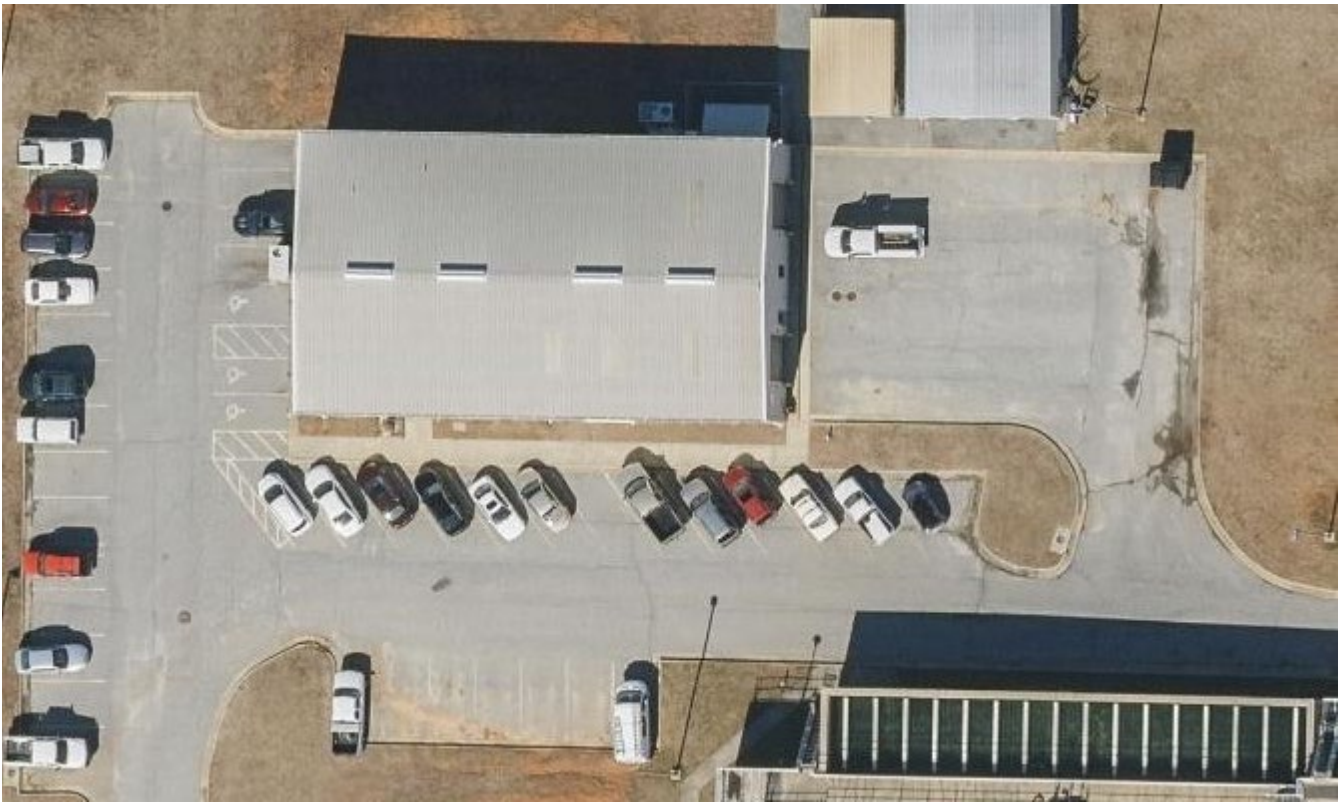
The existing Water and Sewer Plant Maintenance Facility is located on the property of the Ward Water Treatment Plant and was constructed in 1996. The W/S Plant Maintenance Division performs critical mechanical, electrical, and electronic maintenance and repairs to the City's water and wastewater treatment facilities and sewer lift stations. The W/S Plant Maintenance Division has outgrown the existing facility. There is a need for additional offices, equipment storage, work areas, and employee training space. The new 6,000 square foot building will be located behind the W/S Plant Maintenance building. The existing building will remain. The preliminary cost estimate to construct the Water and Sewer Plant Maintenance Facility Expansion is \$1.5 million dollars.

BUDGET IMPACT:

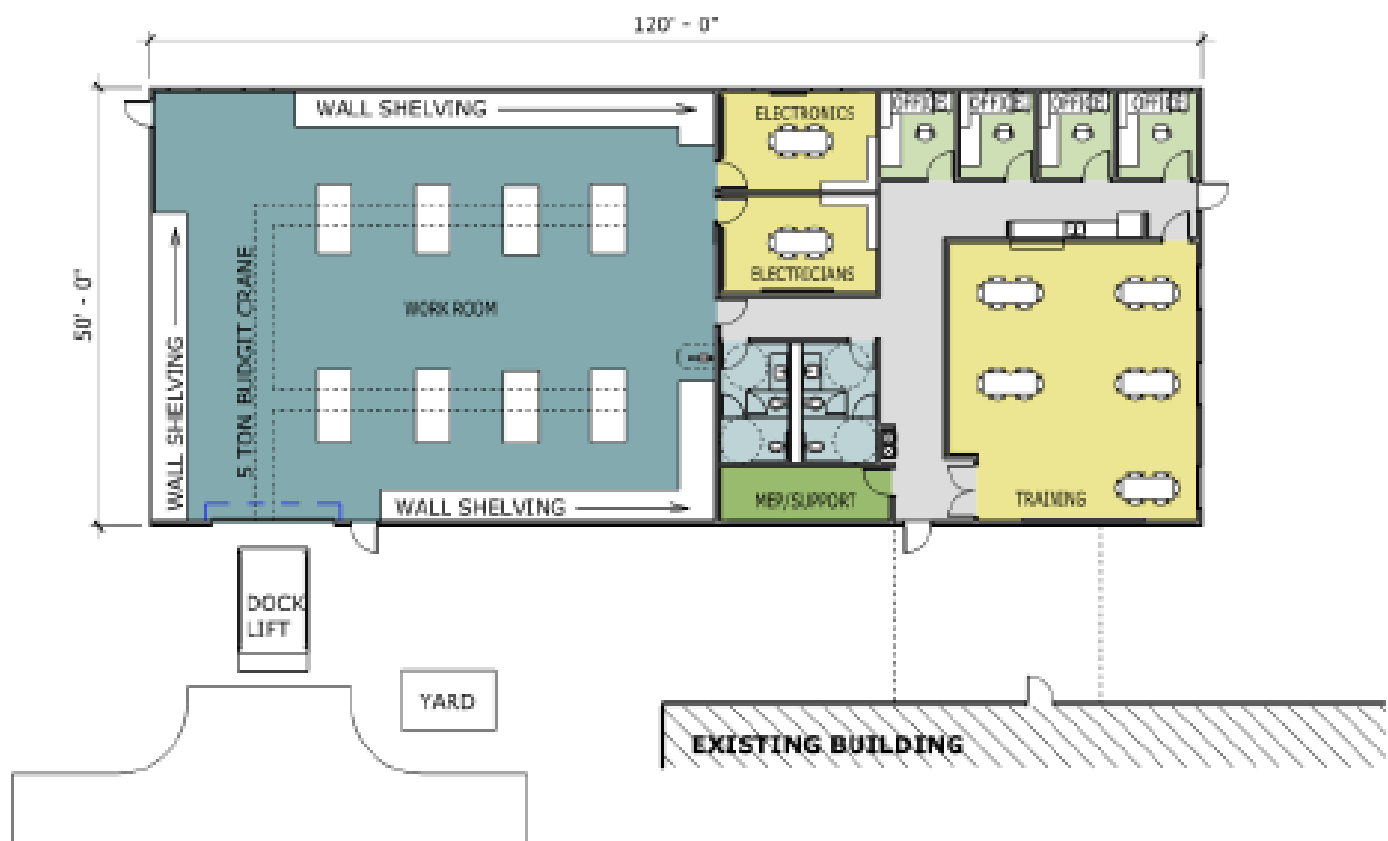
Funds for this project are available in the FY 2022-2023 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the professional engineering services to McAdams in the amount of \$263,750.



Existing Water and Sewer Plant Maintenance Facility



Proposed building to be located behind existing building. The existing building will remain.

September 7, 2022

Derrick Q. Boone
Assistant Public Services Director
City of High Point
211 S Hamilton, Room 206
High Point, North Carolina 27260

**RE: High Point Water and Sewer Maintenance Expansion – Construction Documents
High Point, North Carolina
HPT22001**

Dear Derrick:

We are pleased to offer this proposal for construction document services associated with the proposed Water and Sewer Maintenance Expansion for inclusion in the City's Capital Improvement Plan (CIP). Provided herein is our understanding of the site and project, our proposed scope, anticipated schedule and estimate of associated fees, and all other general terms and conditions.

PROJECT UNDERSTANDING

Objectives

As requested, McAdams and HH Architecture will prepare a site plan and construction for the new facilities building at the Water Treatment Plant in High Point, North Carolina. Design will be based on the conceptual phase services completed previously.

General Assumptions

This proposal is based on the following assumptions:

- > A plat will not be required to dedicate public street right-of-way and easements.
- > The parcel is appropriately zoned for the intended use.
- > A stormwater management device will be not required because the impervious area on the site will not increase.
- > City of High Point will be the sole review agency for the site stormwater management plan.
- > No permitting of jurisdictional streams and/or wetlands will be required.
- > No riverine flood study or FEMA modifications will be required.
- > A Watershed Variance is not required.
- > Architectural Services, MEP and Structural are included in the scope of work.
- > Utility as-builts and certifications are required prior to Certificate of Occupancy.
- > Off-site utility sewer improvements are not required.
- > Entire project will be designed and submitted in a single phase.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

B2.10 Boundary Survey (Partial Option):

FEE: \$3,400

Conduct a field survey of the Site and establish the northern boundary line of the subject property adjacent to the proposed area of improvements. Deed research of the subject and northern adjoining property will be performed and any monuments found will be shown.

B2.30 Utility Designation (Private Utility Locating) / Level B:

FEE: \$2,800

Conductive utilities will be marked utilizing Geophysical prospecting techniques in conjunction with radio, audio, and electromagnetic equipment. Multiple utility sweeps will be performed to identify any unknown conductive utilities. All non-conductive utilities will be marked utilizing above ground features utility plats and/or as-built, and recollections. Utilities will be marked utilizing standard marking paint and/or flags and whiskers in accordance with APWA standard code to ensure accuracy in the collection of the information. Client will ensure that there is access to all areas inside and outside of the building so a thorough locate and sweeps can be performed.

B2.40 Topographic / Location Survey:

FEE: \$6,400

This proposal is to cover the efforts to complete a Field Run Topographic / Location survey within the proposed site limits. The survey is to include:

- > Sufficient horizontal and vertical data points (spots and breaks) throughout the project corridor to create a digital terrain model to accurately define existing topography and grades for use in determining earthwork and property impacts;
- > Drainage features survey shall include top of bank shots and channel shots with break lines to accurately depict drainage features within the survey limits;
- > Existing pavement shots shall be obtained at a maximum of 25' spacing;
- > Drives- location, type and width;
- > Buildings- location type and size;
- > Parking lots- locations and layout;
- > Signs- location, type and size;
- > Pavement Markings;
- > Fences- location, type and size;

- > Utilities (valves, manholes, meters and pedestals) - location and type. Locations of underground utilities will be based on above ground structures and Class B subsurface utility engineering (SUE);
- > Storm Drainage- location, size (with sizes labeled each side of inlet), type, top and invert elevations, inlet and outlet location both inside and outside of survey limits; and
- > Overhead Transmission- locations, poles, guys, pole number, equipment, vertical clearance at crossings, and type to include power, telephone, and cable TV.

SITE PLAN / CONSTRUCTION PLAN APPROVAL

D3.10 Site Plan Submittal:

FEE: \$35,000

Site Review plan submittal will be based on the concept phase plan prepared previously. Prepare an Site Review plan set and submit via High Point Online Portal for their review. Plan set to include the following;

- > Cover Sheet;
- > Existing Conditions;
- > Demolition Plan;
- > Site Plan;
- > Grading + Storm Drainage Plan;
- > Erosion and Sedimentation Control Plan;
- > Utility Plan;
- > Site Details Plan;
- > Code Compliant Landscape Plan + Details (as noted in Task D.11 below); and
- > Building Elevations (as noted in Task L8.10 below).

D11.55 Code Compliant Landscape Plan:

FEE: \$5,000

Prepare a code compliant landscape plan to include with site plan drawings to appropriate municipality. Plan shall include code required plant material only, associated calculations and details to obtain municipal approvals. Enhanced landscape to be shown as a part of the enhanced package provided to the Owner/Developer/Contractor with code as a reference.

E3.10 Site Plan Review Process:

FEE: By hourly charges in accordance with the attached Rate Schedule, estimate \$20,000, not to exceed without prior authorization.

Prepare submittal applications and respond to staff comments as necessary to attain the Site Plan approval through the City of High Point Planning Department. Fee assumes two rounds of review. The

initial application fee will obtain two City reviews. Needed or desired special approvals (Variances, Design Adjustments, or Design Alternates) are not yet defined for the project. If deemed necessary or desirable, the preparation of additional materials and attendance at the associated Board of Adjustment meetings are not included in this scope and will be invoiced as an additional service.

A4.10 Preliminary Watershed Management / Stormwater Analysis:

FEE: \$6,200

Preliminary design and report for compliance with the existing Watershed Management Plan.

D3.15 Project Coordination Meetings:

Fee: \$3,500

Attend meetings throughout the design and entitlement process with owner, design team, and generally any meeting outside of the normal face-to-face required to obtain construction drawings approval with the municipality.

- > Pre-submittal meeting; and
- > Typical meeting occurrence is bi-weekly for a period of 2 months.

CONSTRUCTION PERIOD SERVICES

H5.10 Construction Observation:

FEE: By hourly charges in accordance with the attached Rate Schedule, budgetary estimate \$12,500.

Periodic inspections as necessary for certification of the construction of stormwater conveyance system, domestic water, and sewer utilities. Estimated hourly charge fee is based on sixteen (16) site visits (once per week min.) during the underground utility construction (water/sewer/storm) phase.

SUB CONSULTANTS

L8.10 Architectural Services – HH Architecture

Fee: \$116,050

As requested, HH Architecture will complete a building design for a new facilities building at the Water Treatment Plant in High Point, North Carolina. It is our understanding that our planning effort shall include a roughly 6,000 SF building, constructed of a pre-engineered frame, concrete masonry units and a metal roof. The construction budget for the project is assumed to be \$1.5M.

Project Scope includes:

- > Confirmation of programmatic requirements;

- > Conducting meetings with the Owner and stakeholder groups (up to 4 meetings included);
- > Design of the approximately 6,000 square foot Maintenance Expansion;
- > Code analysis and compliance for the design;
- > Secure approvals from all Authorities Having Jurisdiction for architectural scope;
- > Conduct construction administration services for architectural scope; and
- > Provide record drawings for project closeout.

Assumptions:

In providing this proposal, we have made the following assumptions:

- > Site analysis and planning conducted by McAdams will inform building elevations and design.
- > Structural Engineering and Mechanical, Plumbing and Electrical Engineering will be conducted outside of the scope of this proposal.
- > McAdams will provide a site for the proposed concept, including suggested locations for loading area, covered walks, and any required parking.
- > The City of High Point will allow access to the site for design team to conduct one (1) site visit.
- > No State Construction Office oversight for this project.
- > Project designed as single bid package with construction occurring in a single phase under a single prime construction contract.

Phases

- > Schematic Design: Perform preliminary code analysis. Provide written project narrative, building plans, elevations, and typical sections. Attend up to (1) coordination meetings with the Owner. Submit to Owner and coordinate for approval.
- > Design Development: Respond to all SD comments. Continue design process in all disciplines. Provide outline specifications, code summary sheet, life safety plans, floor plans, building / wall sections, elevations, roof plan, and reflected ceiling plan. Provide room and door finish schedules. Attend up to (1) coordination meetings with the Owner. Submit to Owner and coordinate for approval.
- > Construction Documents: Respond to all DD comments. Provide full working drawings and specifications. Submit to Owner and AHJ and coordinate for approval. Attend up to (2) coordination meetings with the Owner.
- > Bidding: Respond to Requests for Information from Bidders pertaining to the architectural scope.

- > Construction Administration: Basic fee includes construction administration for an estimated duration of six (6) months. Perform architectural coordination, submittal review, and related Construction Administration. Provide (bi-weekly) jobsite visits (up to 12) and participate in monthly construction meetings, punchlist, and final inspection.
- > Closeout: Record drawings and closeout of project.

L8.11 Structural Services – Scalene

Fee: \$7,700

Project Description

A new, 6,000 square foot maintenance building. The feasibility study proposed use of pre-engineered metal building for the structure however we expect to evaluate structural system options. If a pre-engineered metal building is used the slab on grade and foundations will be designed for metal building column reactions and standard size fork-lift loading. The building will include overhead door with direct access to the new loading and receiving area with a stationary dock lift. The building will be connected to the existing maintenance facility by free-standing covered walkway.

Scope of Services**Tasks:**

- > Establish Owner and Architect's design expectations, building criteria, and system preferences.
- > Assist with defining the scope and identifying soil boring locations for geotechnical engineering report.
- > Provide structural drawings and details typically including: foundation plans, associated details, sections and material schedules.
- > One site visit / meeting in High Point, North Carolina.
- > Attend local (Raleigh-Durham area) team meetings if requested.
- > Review construction cost estimates prepared by contractor, CM, or cost consultant.
- > Revit modelling and coordination of structural model with design team.
- > Deliverables:
 - Design Development: Outline/Preliminary Structural Specifications and DD Structural Drawings.
 - Construction Documents: Structural Specifications and CD Structural Drawings.
- > Design Development: Outline / Preliminary Structural Specifications and DD Structural Drawings.
- > Construction Documents: Structural Specifications and CD Structural Drawings.

Assumptions and Exclusions

- > Building is assumed to be a pre-engineered and pre-fabricated metal building structure designed and fabricated by metal building supplier. Scalene Design's scope will be limited to the foundation

system and slab on grade. The design of the foundations will be based on loads from the superstructure provided by the metal building supplier.

- > Free-standing covered walkway is assumed to be a pre-engineered and pre-fabricated metal structure designed and fabricated by supplier. Scalene Design's scope will be limited to the foundation system. The design of the foundations will be based on loads from the superstructure provided by the metal building supplier.
- > Revit will be used for all drawing production.
- > Cost estimation is not included.
- > Early construction document packages for foundations, concrete or steel superstructure are not included. If early packages are desired an additional service proposal can be prepared.
- > Scalene Design will provide structural design assistance to the design team for miscellaneous items such as: hand railings, stairs, folding partitions, and elevator support structure.
- > Submittal of a structural calculation package is not included but can be provided as an additional service
- > Special Inspections as described by Chapter 17 of the Code are not included.

L8.12 MEP Services – BNK

Fee: \$30,800

A. Project Description

- > We understand the project to consist of a new 6000 SF single story standalone building.
- > Use shall be maintenance with offices. Steel type construction with metal roof.
- > Building will have a pitched roof.
- > HVAC units shall be split system type
- > We understand the entire project will be designed in one phase for one permit submission.

B. Design Phase Services – Scope

- > Plumbing, HVAC, and electrical design for producing plans and specifications suitable for bidding and construction by experienced contractors and for obtaining building permits.
- > Design is for the inside of the building and connection to building site utilities stops at a point five feet outside the building.
- > Plumbing system shall consist of sanitary, storm, and domestic water piping to five feet outside the building.
- > HVAC system shall consist of split-system heat pumps, packaged rooftop gas units, packaged rooftop VAV units.
- > Electrical system shall consist of interior lighting, power, fire alarm, emergency generator (adder). Power will also be specified as required for Specialty Systems (see Exclusions) designed by others. Raceway can be stubbed to above ceilings based on Specialty System consultant's design layout.
- > Energy Code compliance shall be achieved using the Prescriptive compliance path as outlined in Chapter 5 of the North Carolina Energy Conservation Code.

C. Design Phase Services – Schedule & Submittals

- > Design duration of 6 weeks
- > Allowance for 4 local design meetings. 1 for SD, 1 for DD and 2 for CDs
- > Allowance for 4 floor plan / model updates.
- > Receive each architectural and structural floor plan / model update 2 weeks prior to a
- > submittal.
- > Allowance for 4 plan submittals:
 - 1) Schematic Design for review.
 - 2) Design Development for review.
 - 3) Construction Documents for review
 - 4) Construction Documents for permitting and construction.

D. Construction Phase Services & Schedule

- > Construction duration of 6 months.
- > Allowance for 2 site observation visits. This includes rough-in and final site observations and reports.
- > Shop drawing review is included. Major deviation for our base spec that requires additional review will be billed at our normal hourly rates.

E. Exclusions / Additional Services

Any scope of work beyond that outlined in Design and Construction Phase Services is excluded from our fees for Engineering Services. These exclusions include but are not limited to the following:

- 1) Fire sprinkler, site lighting, and site utility design.
- 2) Flow tests.
- 3) Locating existing underground utilities.
- 4) Specialty Systems such as telecom, data, security, and sound design.
- 5) UPS systems.
- 6) Energy modeling, LEED, and commissioning.
- 7) Smoke modeling / simulation and design.
- 8) Engineering alternate plans.
- 9) Pool pump/pipe/filtration/lighting system.
- 10) Compressed air, medical gas, automotive fluid piping systems.
- 11) Food service design.
- 12) Fire and domestic water booster pumps.
- 13) M. Architectural, structural, and civil.
- 14) N. Additional review sets, submittals, or plan updates beyond that noted herein.
- 15) O. Changes in project scope, size, complexity and design or construction schedules.
- 16) P. Changes to floor plans which cause substantial changes to our design.
- 17) Q. Cost estimating and review of contractor requests for payment.
- 18) As an additional service, some of these may be performed on an hourly basis (see Schedule of Rates) or lump sum basis.

G. Required Information we need from others to begin our design work:

- 1) Civil engineering plans including utility, topographic, and landscaping.
- 2) Architectural floor plans, ceiling plans, building sections, and elevations in LATEST version of
- 3) AutoCAD or REVIT.
- 4) Cut-sheets and layouts for all equipment not specified by us that requires plumbing, mechanical, or electrical connections; and/or produced heat or moisture. This includes but is not limited to office furniture, IT, kitchen, automotive equipment, vending and Specialty Systems described above.

OPTIONAL SERVICES

B2.11 Boundary Survey (Full Option):

FEE: \$9,400

Conduct a field survey of the Site and prepare a Boundary Survey Map of the full subject property in accordance with the Minimum Requirements for a Boundary Survey in the State of North Carolina.

J. Additional Services:

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

K. Reimbursables:

Reimbursables will be billed in accordance with the attached Rate Schedule. Reimbursables will be billed at 1.25 times the direct cost and include the following:

- > Printing costs;
- > Mileage;
- > Shipping costs;
- > Permit application fees; and
- > Miscellaneous smaller reimbursables.

EXCLUSIONS

The following services are not included in this Agreement, but can be provided by McAdams, if desired, under a separate contract:

- > Wetland, surface water, and stream concurrence with Army Corp of Engineers;
- > Detailed Flood studies for local jurisdictions or FEMA;
- > Wetlands permitting, wetlands surveying (can be quoted separately if required);
- > Seasonal High Water Table analysis (SWHT);

- > Storm Control Measure Design package (can be quoted separately if required based on A4.10 task)
- > Erosion Control Permitting (quoted separately if required)
- > Survey and SUE services;
- > Project scope increase or change;
- > Enhanced landscape plans;
- > Additional meetings / presentations beyond those detailed above;
- > Signage design;
- > Structural engineering design or assessment services;
- > MEP or Fire Protection engineering design or assessment services;
- > Hazardous materials sampling, testing, design for building interiors;
- > Subsurface geotechnical field investigations or reports;
- > Fire flow readings and analysis; and
- > Review agency fees.

Preliminary programming and cost analysis of additional building size or quantity than those listed above; and all other services not listed within the scope section above.

DELIVERABLES

McAdams Deliverables:

McAdams will provide study deliverables as follows:

- > Site Plans at 30% 60%, and 100% intervals;
- > One (1) electronic copy and One (1) hard copy (up to 36" x 42" size) of the final concept plan; and
- > Watershed / Stormwater compliance report.

HH Architecture Deliverables:

- > As noted above.

SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. A more detailed schedule and list of milestones may be coordinated directly with the Project Manager.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER'S RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed / execution of contract;
- > Timely approval of sketches and draft reports presented for Owner approval;
- > Notification of public meetings requiring McAdams' attendance;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions;
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

GENERAL CONDITIONS

- > The attached "Terms and Conditions" shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

FEE SUMMARY

TASK	FEE
SURVEY	\$12,600
SITE PLAN APPROVAL / CONSTRUCTION PLAN APPROVAL	\$69,700
CONSTRUCTION PERIOD	\$12,500
SUBCONSULTANTS	\$154,550
OPTIONAL SERVICES	\$9,400
REIMBURSABLES	\$5,000

The Fee for these base services, allowances, optional services + reimbursables shall be:

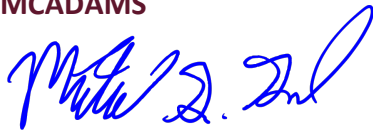
\$263,750

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration. Please do not hesitate to contact me if you have any questions or comments.

Sincerely,

MCADAMS



Michael D. Duval, PE
Project Manager

Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____

Billing Contact Email Address: _____

Billing Contact Phone Number: _____

Billing Address: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: Plan Amendment 22-03
(*Evolve Companies*)

From: Sushil Nepal,
Planning and Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022 and
September 14, 2022

Attachments: Staff Report

Advertised By: Planning & Development

PURPOSE:

A request by Evolve Companies to change the Land Use Plan classification for approximately 19.8 acres from the Restricted Industrial and Community/Regional Commercial classification to the Medium-Density Residential classification. The site is located along the west side of NC 68 between Penny Road and Premier Drive.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at its August 23, 2022 public hearing. All members of the Commission were present except for Mr. Alex Moore. Mr. Andy Piper, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

Speaking in favor of the request on behalf of the applicant was Amanda Hodiern, attorney, Issacson Sheridan, 804 Green Valley Road, Suite 200, Greensboro. Ms. Hodiern provided an overview of Evolve Companies' proposal to develop a multifamily apartment complex on the site and explained the ways in which the request to change the land use designation was in keeping with the City's adopted policy guidance and with the existing development pattern in the area.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

The Planning and Zoning Commission recommended approval of this request, as recommended by staff, by a vote of 8-0.

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

**STAFF REPORT
PLAN AMENDMENT 22-03
August 23, 2022**

Requests		
Applicant: Evolve Companies	Owner: Jordan Deep River Farm, LLC and CCJDR Property, LLC	
Plan Amendment Proposal: To change the Land Use Plan Map classification for approximately 20 acres to Medium-Density Residential.	From:	Community/Regional Commercial, and Restricted Industrial
	To:	Medium-Density Residential

Site Information	
Location:	The site is located along the west side of NC 68 between Penny Road and Premier Drive.
Acreage:	19.8 acres
Current Land Use:	Single-Family Detached Dwellings and Agriculture

Adjacent Property Current Land Use	
North:	Major Office Use (<i>Premier Center Industrial/Business Park</i>)
South:	Restaurants (Major and Minor) and Minor Medical Care Facility (<i>Dentist's Office</i>)
East:	Various Commercial Uses - across NC 68 (<i>The Shoppes at Deep River and the Palladium Shopping Center</i>)
West:	Undeveloped - across Penny Rd. (<i>Premier Center Industrial/Business Park</i>)

Adjacent Land Use Plan Designations	
North:	Recreation/Open Space and Restricted Industrial
South:	Community/Regional Commercial and Restricted Industrial
East:	Community/Regional Commercial and Restricted Industrial
West:	Restricted Industrial

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers; and Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	Medium-Density Residential: This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive

	multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwellings units per gross acre.
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Relevant Land Use Policies and Plan Amendment 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. Obj. 3D: Include high-density residential development as a component of existing and new mixed-use areas for the purposes of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic. Obj. 3F: Encourage mixed-use centers as an alternative to “strip commercial” corridors that would use land inefficiently, generate unnecessary traffic, and create traffic congestion and safety challenges because of frequent driveways and their associated turning movements.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas. 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. Obj. #8. Stimulate more efficient use of the City’s land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan(s):	<u>Eastchester Corridor Plan - Phase III</u> Relevant recommendations from this plan adopted in 1994 include preserving traffic capacity on NC 68, for example, by requiring properties with dual frontage on NC 68 and a parallel service road to take access from the service road; maintaining the aesthetic quality of the corridor by applying appearance guidelines as zoning conditions when properties are

	annexed and rezoned; and limiting commercial development to well-separated clusters at major intersections.
LUPA History:	This site was originally designated as Restricted Industrial and Office in the Land Use Plan adopted in 1992 and was more recently amended in the vicinity of this case as follows: <u>PA-15-02 & PA-15-03</u> On September 21, 2015, approximately 13 acres on the west side of NC 68 at the intersection with Penny Rd., including 2.7 acres of the subject site, were amended from Restricted Industrial and Office to Community/Regional Commercial. There were initially two separate plan amendment requests from applicants with zoning map amendment cases on adjacent parcels that Planning & Development Dept. staff then amended to include other nearby parcels.

Details of Proposal

Summary of Land Use Plan Amendment Request:

This is a request to change the Land Use Plan Map classification for approximately 20 acres from Restricted Industrial and Community/Regional Commercial to Medium-Density Residential. The request is being made in conjunction with an annexation and zoning map amendment application that will establish City of High Point zoning for this “island” currently under Guilford County jurisdiction. The site is located on the west side of NC 68 between Penny Road and Premier Drive. A multifamily apartment complex with an anticipated 14 dwelling units per acre is being proposed for this former agricultural property. This density falls within the range of eight to sixteen dwelling units per acre referenced in the requested Medium-Density Residential land use classification.

Staff Analysis

The Restricted Industrial land use designation currently in place on most of the site reflects the intent expressed in the Land Use Plan and the Eastchester Corridor Plan, dating back to the early 1990s, for the northern portion of the NC 68 corridor to develop with offices and warehouse/distribution facilities, along with some light manufacturing. In addition, there were more recent amendments approved to allow a limited amount of commercial development immediately to the south of the site at the intersection with Penny Road. However, looking at the development pattern in the surrounding area, the concentration of commercial uses centered at the intersection of NC 68 (Eastchester Drive) and W. Wendover Avenue/Skeet Club Road, which was also recommended by the City’s plans, has spurred higher density residential development around its edges. This is evident by looking at a map of Medium-Density Residential land use designations in the area, as well as at the apartments in the northern portion of the Mixed Use Development designation that covers the Palladium.

The current request is also supported by several goals and objectives in the Community Growth Vision Statement and Land Use Plan. This includes support for higher residential densities to provide housing options, particularly in mixed use areas that allow for the concentration of activity and more efficient use of land that can lead to a reduction of traffic. Having a multifamily residential use on the periphery of this large commercial node also provides a transition between the more intense uses to the south and the office uses to the north, while arguably “setting the edge” of the commercial node.

Recommendation

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation for approximately 20 acres to a Medium-Density Residential land use classification. The request meets several goals and objectives of the Community Growth Vision Statement and the Land Use Plan and will be in harmony with the land use pattern of the surrounding area.

Report Preparation

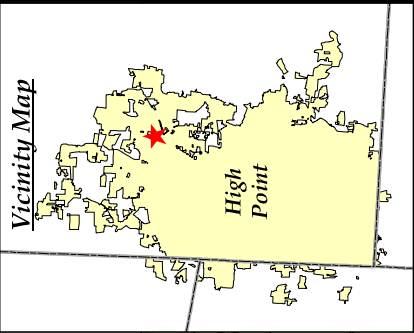
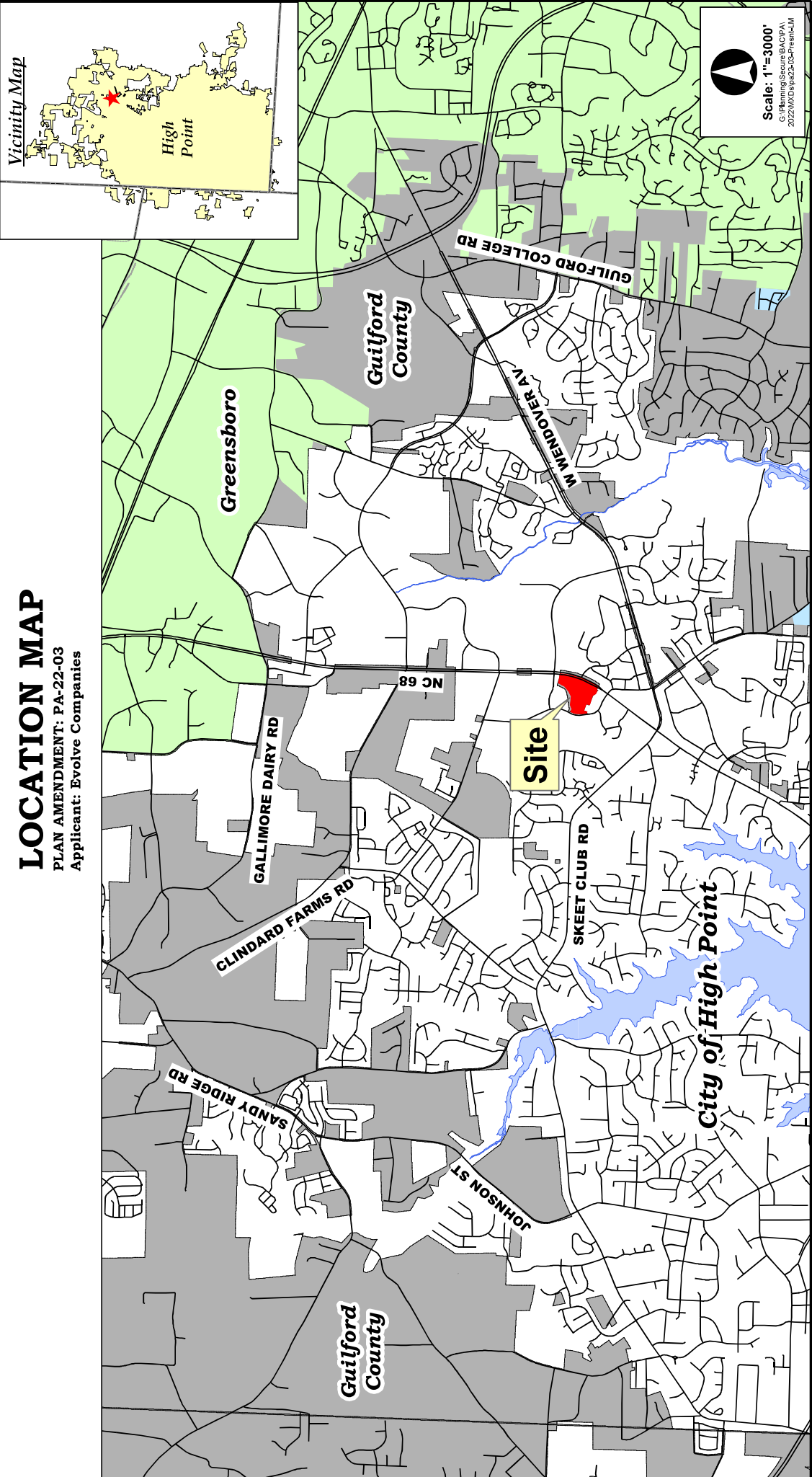
This report was prepared by Planning and Development Department staff member Andy Piper AICP, Senior Planner, and reviewed by Chris Andrews AICP, Development Services Administrator and Sushil Nepal AICP, Planning Director.

List of Attachments:

Land Use Map

LOCATION MAP

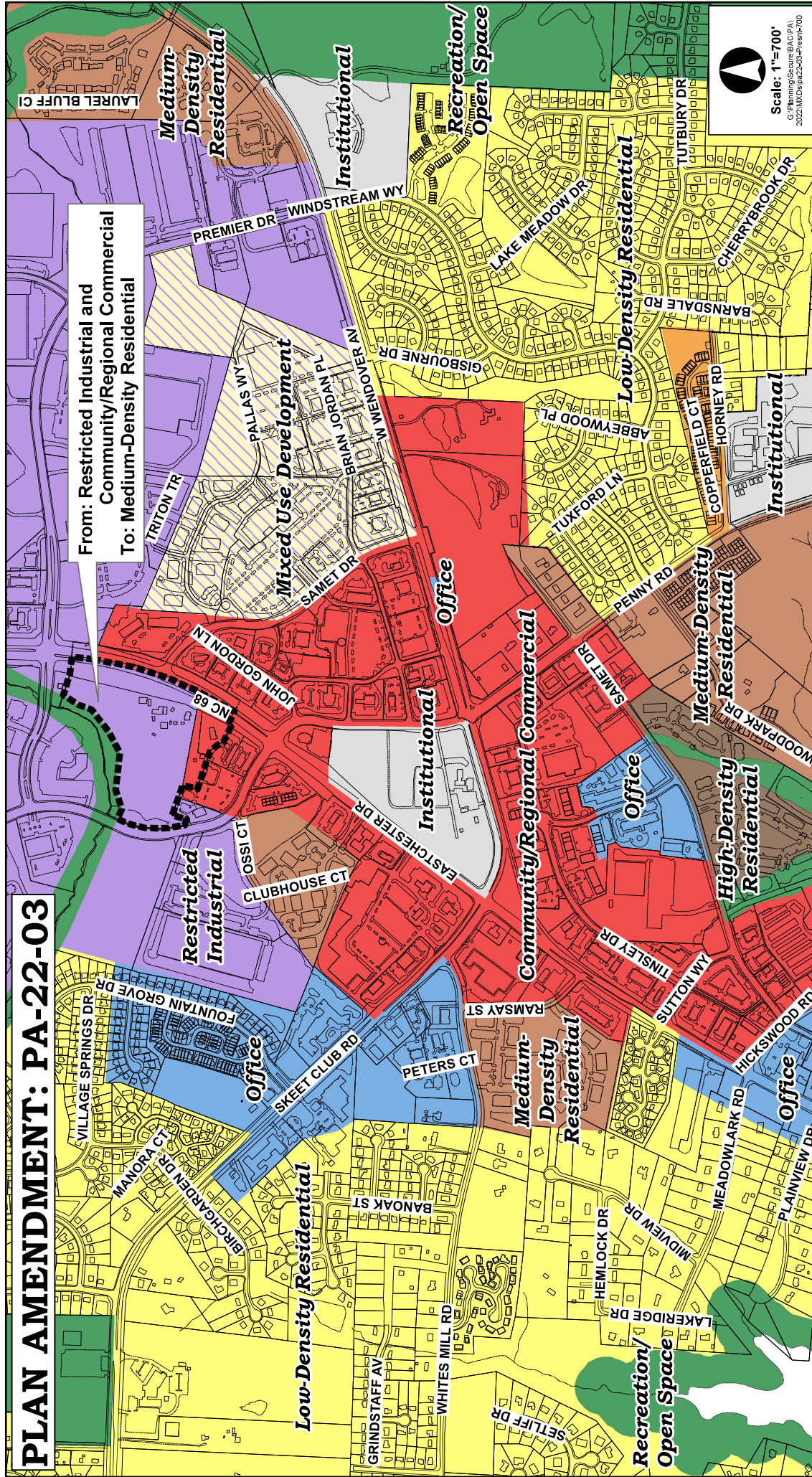
PLAN AMENDMENT: PA-22-03
Applicant: Evolve Companies




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PLAN AMENDMENT: PA-22-03

From: Restricted Industrial and
Community/Regional Commercial
To: Medium-Density Residential



A RESOLUTION AMENDING THE LAND USE PLAN FOR THE HIGH POINT PLANNING AREA

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on August 23, 2022 and before the City Council of the City of High Point on September 19, 2022, regarding this proposed amendment (PA 22-03) to said *Land Use Plan for the High Point Planning Area*.

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

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by reclassifying approximately 19.8 acres (as shown on the attached map) from Restricted Industrial and Community/Regional Commercial to Medium Density Residential.

SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

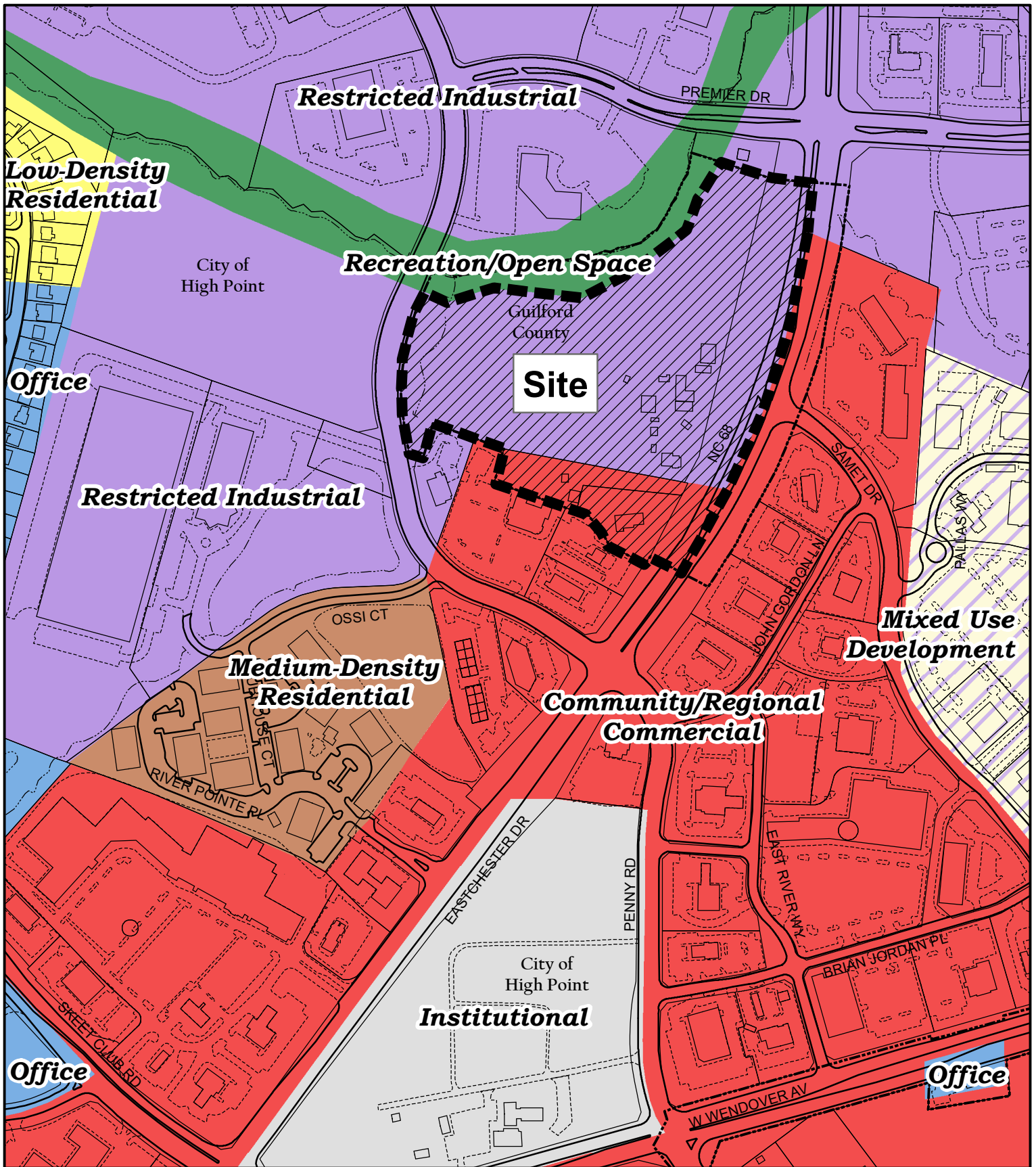
Adopted by City Council
City of High Point, North Carolina
The 19th day of September 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk



PLAN AMENDMENT: PA-22-03

**From: Restricted Industrial and
Community/Regional Commercial
To: Medium-Density Residential**

Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point



Scale: 1"=400'
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MEMORANDUM

September 6, 2022

FROM: Herbert Shannon Jr, Senior Planner

TO: Honorable Mayor, Jay Wagner and City Council Members

Subject: Update to Zoning Map Amendment Case 22-14 (ZA-22-14)
(Efincia Companies, Inc. - 1817 Futrelle Drive)

At the July 18, 2022 City Council meeting, a public hearing was held regarding zoning case ZA-22-14. This application proposes to rezone a 2.9 acre parcel, along Futrelle Drive, to the Conditional Zoning Residential Multifamily – 16 (CZ RM-16) District to support development of a multifamily project. Based upon concerns raised by adjacent property owners at this public hearing, the applicant agreed to continue this zoning request so they may attempt to draft conditions to mitigate their concerns.

Attached is an updated conditional zoning ordinance in which the applicant has offered the following additional conditions:

- 1) Reduce the development density from 46 to 42 dwelling units.
- 2) Install a minimum 5-foot high opaque fence along both sides of the entrance drive to shield abutting homes from noise and headlights from vehicles.
- 3) Provide a higher planting rate (vegetation) along the southern boundary of the site
Required – Type C planting yard - 3 canopy trees, 4 understory trees and 20 shrubs every 100 liner feet
Proposed – Type B planting yard - **4 canopy trees, 6 understory trees** and **25 shrubs** every 100 liner feet
- 4) Inclusion of a Conditional Zoning Plan that will assist in depicting the location of fencing and higher landscaping standards.

Although these updated conditions may mitigate some of the impacts, staff continues to recommend denial. Promoting redevelopment of this neighborhood from the outer edges inward, rather than from the middle outward will create less adverse effect on adjacent lands. Another option would be to develop the entire area bounded by Futrelle Drive and Bridges Drive as multifamily rather than only one parcel in the middle of this single-family area. Therefore, this request cannot be supported by staff at this time.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on June 28, 2022 and before the City Council of the City of High Point on July 18, 2022 regarding **Zoning Map Amendment Case 22-14 (ZA-22-14)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on June 18, 2022, for the Planning and Zoning Commission public hearing and on July 6, 2022 and July 13, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **September 19, 2022**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Multifamily – 16 (CZ RM-16) District**. The property is approximately 2.6 acres, located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive). The property is also known as Guilford County Tax Parcel 199735.

SECTION 2

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

Part I. **USES:** Any uses allowed in the Residential Multifamily 16 (RM-16) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. **CONDITIONS:**

A. **Development and Dimensional Requirements.**

1. **Density:** **A maximum of forty-two (42) dwelling units shall be permitted.**
2. **Building Height:** Maximum building height on the zoning site shall not exceed fifty (50) feet.

- B. **Conditional Zoning Plan:** The attached Conditional Zoning Plan pertains to the provision of a higher landscaping standard along the southern boundary of the site and installation of an opaque screening fence along the entrance drive (see Condition Part II. C). The property owner agrees that development of the site shall be consistent with the attached Conditional Zoning Plan in regard to the above noted items. Changes to the Conditional Zoning Plan shall be subject to the requirements of Section 2.4.6.F (Amendment) of the Development Ordinance.
- C. **Landscaping, Buffers and Screening.**
1. **A minimum five (5) foot high opaque fence shall be installed and maintained along both sides of the entrance drive to the site from Futrelle Drive. The opaque fence shall not be installed within 20 feet of the front property line (Futrelle Drive right-of-way line) to ensure clear line-of-site for vehicles exiting the site (see Conditional Zoning Plan).**
 2. **A Type B planting yard rate shall be installed and maintained along the southern boundary of the zoning site abutting 1813 and 1815 Futrelle Drive (abutting Guilford County Tax Parcels 199732 and 199733). This higher planting standards shall only apply as long as the abutting parcels are used for the single family detached dwelling use type (see Conditional Zoning Plan).**

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 19th day of September, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-14
(Efincia Companies, Inc.)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: July 18, 2022

Public Hearing: Yes

Advertising Date: July 6, 2022, and
July 13, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Efincia Companies, Inc., to rezone approximately 2.9 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Multifamily - 16 (CZ RM-16) District. The site is located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their June 28, 2022 public hearing. All members of the Commission were present except for Ms. Angela McGill and Mr. Alex Moore. Mr. Herbert Shannon, Senior Planner, presented the case and recommended denial of the request as outlined in the staff report.

Speaking on the request:

The applicant's representative, Mr. Eric Dickinson, 603-A Eastchester Drive, High Point, Manager for Efincia Companies, LLC, spoke in favor of the request. Mr. Dickerson outlined the proposal to develop a three-story, 46-units, multifamily development that will be targeted to the 55 and older populations. He outlined how the state of North Carolina is a top 5-state in housing shortage and that by 2029, 20% of the population in North Carolina will be 65 years old and older. He stated that the request is consistent with the City's Community Growth and Vision Statement and with the goals and objection of the land use plan. In conclusion he outlined how the proposed development will be a positive for the City and the community.

Speaking in opposition to the request were Ms. Debbie Darby, 1813 Futrelle Drive; Mrs. Nichole Arnold, 1610 Bridges Drive; Ms. Martha Stewart 436 Chesterwood Court and Ms. Tammy Slate, 1815 Futrelle Drive. These speakers noted the following concerns:

- Use not supported by the neighborhood: At the request of Ms. Arnold approximately 20 people stood to display their opposition to this rezoning request.
- Inconsistent with adjacent properties and character of the area:
 - Concern with the placement of a large multifamily structures in the middle of a single family area and within 15-feet of their rear property lines.
 - The proposed multifamily development is inconsistent with established development along Futrelle Drive, which is primarily single family homes.

- Traffic Impact:
 - Futrelle Drive is a narrow neighborhood street and not designed for higher trip volumes.
 - The primary access drive to the site lies between two single family homes and they will be negatively impacts by noise, headlights and service vehicles (garbage trucks and delivery vehicles).

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended ***denial*** of this request, as recommended by staff, by a vote of 7-0.

A zoning map amendment application receiving a recommendation for denial from the Planning and Zoning Commission shall only be approved by the City Council with a two-thirds ($\frac{2}{3}$) majority vote of the City Council members present and voting.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement to support the denial of this request:

That Zoning Map Amendment 22-14 is not consistent with the City's adopted policy guidance. The requested CZ-RM-16 District does not conflict with adopted land use policies; however, that policy assumed the assemblage of land to form larger development tracts and improvement of abutting streets as development occurs. Furthermore, the request is not reasonable and in the public interest because based upon the site's current configuration and limited conditions to mitigate impacts, it would not be harmonious with the current development pattern to insert a multifamily development of this intensity at this time.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-14
June 28, 2022**

Request	
Applicant: Efincia Companies, Inc.	Owner: Efincia Companies, Inc.
Zoning Proposal: To rezone an approximate 2.9-acre parcel	From: R-3 Residential Single Family - 3 District
	To: CZ RM-16 Conditional Zoning Residential Multifamily - 16 District
Notices: - Applicant held a Citizen Information Meeting (Yes) - As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed, and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive).
Tax Parcel Number:	Guilford County Tax Parcel 199735
Site Acreage:	Approximately 2.9 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The parcel is partially wooded with a moderately sloping terrain.
Water and Sewer Proximity:	A 6-inch City water line lie adjacent to the site along Bridges Drive. An 8-inch City sewer line runs along Futrelle Drive, between Lakewood Drive and Bridges Drive, and terminates at the intersection of Futrelle Drive and Bridges Drive.
General Drainage and Watershed:	The site drains in a general northwesterly direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Primary stormwater control measures are required for 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:	Oak Hollow Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	R-3	Residential Single Family - 3 District	Single family dwelling
South:	R-3 OI	Residential Single Family - 3 District Office Institutional District	Office use and an undeveloped parcel
East:	R-3	Residential Single Family - 3 District	Single family dwelling
West:	R-3	Residential Single Family - 3 District	Twin home and multifamily development (Includes a 15-foot wide strip of land between the proposed zoning site and the adjacent property)

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	The following goal and objective of the Community Growth Vision Statement are relevant to this request: Goal 2: Improve High point's older neighborhoods, while ensuring better future neighborhoods. Obj. 2B: Stabilize older neighborhoods by offering a range of new housing types, cost ranges, and both rental and purchase options, with an emphasis on affordable housing and neighborhood character.
Land Use Plan Map Classification:	The site has a Community/Regional Commercial land use classification, which is intended to support a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods. Goal #3: Provide a wide range of housing opportunities for families of all income levels. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping, and service areas. Obj.#4. Protect the City's older, established neighborhoods, and promote their revitalization through needed infrastructure improvements and new residential investment; Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #9. Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses.
Relevant Area Plan:	<u>Eastchester Drive Corridor Plan</u> (Phase I - between N. Main Street and Lassiter Drive) The land use classification of this neighborhood was changed to the Community/Regional Commercial classification as a result of the adoption of this plan to support larger-scale commercial development. To promote such development the plan recommended development parcels, have a minimum lot size of 3 acres, minimum lot depth of 300 feet and a minimum street frontage of 300-feet. Furthermore, it noted that vehicular access should be obtained from Bridges Drive and Futrelle Drive, which need to be improved as development occurs.
Zoning History:	<u>Zoning along Eastchester Drive frontage, between Futrelle Drive and N. University Parkway:</u> During the last 30 years, multiple parcels along the edge of this neighborhood, fronting along Eastchester Drive, were rezoned to an office zoning district (Office-Institutional and Transitional-Office districts) to support office and personal service uses. Also, an expansion of a

	Conditional Zoning General Business District, at the northwestern intersection of Eastchester Drive and Futrelle Drive, was approved in 2013 to support expansion of an existing automotive dealership fronting along Eastchester Drive. <u>Zoning Map Amendment 99-19:</u> In 1999, the zoning site was rezoned to a Conditional Use Limited Business District to allow business, professional, personal service, educational, institutional, and recreational uses. Retail uses were prohibited. Staff recommended denial due to concerns with the insertion of non-residential uses in an existing residential area, inadequate street network and proposed uses not being in harmony with the area, The Planning & Zoning Commission and the City Council approved this request. No development of the site occurred. <u>Zoning Map Amendment 00-23 and 07-10:</u> In 2000, this current zoning site was part of a larger 43-acre tract of land, encompassing this entire neighborhood from N. University Parkway to Eastchester Drive. The zoning request was supported by staff and approval was granted, rezoning this entire neighborhood to the Shopping Center District (current Retail Center District) for a shopping center or big box retail development. In conjunction with the zoning request, there was a corresponding street abandonment request that was also approved, that closed all the streets in this neighborhood (Futrelle Drive, Lakewood Drive and Bridges Drive). The intent was to remove the public streets and combine parcels to create a large commercial tract of land. This development never came to fruition and in 2007 this 43-acre tract of land was rezoned back to a residential zoning district and the street abandonment rescinded to restore legal street access to the single family homes and undeveloped parcels.
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Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Bridges Drive		Local Street	25 Feet
	Futrelle Drive		Local Street	75 Feet
Vehicular Access:	Via driveway access from Futrelle Drive.			
Traffic Counts: (Average Daily Trips)	None, traffic counts are not typically conducted by the NCDOT on local streets.			
Estimated Trip Generation:	A 46-unit multifamily development is proposed to be constructed on the site. Such a development is anticipated to generate approximately 303 daily trips (during a 24-hour time-period) with approximately 22 AM peak-hour trips (6am - 9am) approximately 28 PM peak-hour trips (4pm – 7pm).			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u>	<u>No</u> X		
Conditions:	A TIA is not required. This analysis is only required for residential developments that generate more than 150 trips within the AM or PM peak hours.			
	The Transportation Department recommends that the Transportation Director approve the exact location and design of all access points and improvements.			

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: 2022 – 2023 (projected)	Maximum Design / Built Capacity: (2022 – 2023):	Mobile Classrooms:	Projected Additional Students:
Oakview Elementary	456	610	7	13 - 15
Welborn Middle School	409	690	0	7 - 9
High Point Central High School	1,130	1,213	0	6 - 8
<u>School District Remarks:</u> With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools will experience annual reductions in capacity through 2021 - 2022. Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school built capacity assumes 30 students per core academic classroom.				

Details of Proposal

The applicant is requesting rezoning to a CZ RM-16 District to support development of a multifamily project. Based on a cursory review of a non-binding sketch plan, a 46-unit, 3-story multifamily building is under consideration to be developed on the site. In conjunction with this zoning application, a conditional zoning ordinance has also been submitted. This corresponding ordinance proposes a single condition that limits building heights on the zoning site to 50 feet.

Staff Analysis

The zoning site is located in the middle of a single family neighborhood, lying between Eastchester Drive and N. University Parkway, which developed between the 1940s and mid-1960s. Over the decades, the land surrounding this neighborhood has developed with higher intensity residential, office and commercial uses. Parcels along the Eastchester Drive frontage of this neighborhood have gradually been converted to various lower intensity commercial zoning districts and developed with various office and personal service uses. However, the central core of this neighborhood has remained mostly unchanged.

Staff is not in opposition to the establishment of higher density residential land uses in this area, but the way development occurs is of concern. As noted in the zoning history, staff has previously supported the area being developed for a shopping center, but that applicant proposed rezoning the entire area for a single, unified commercial development, not a single parcel in the middle of the neighborhood.

While this request is not directly inconsistent with land use policy, there are concerns about compatibility with the adjacent single-family homes on abutting parcels. One may argue in support of this request that land adjacent to the west of the site have develop with various higher-density residential development, which take access from a separate non-connected street (Chesterwood Drive). Furthermore, the pattern of development along Chesterwood Drive is different as the various multifamily and twinhome developments are larger in area and are not surrounded by lower intensity residential uses.

As the zoning site is not situated at the perimeter of this neighborhood, access can only be gained through single family residential development. A more desirable development pattern would be to assemble abutting parcels and to develop the entire area bounded by Futrelle Drive and Bridges Drive

(land lying north of Futrelle Drive and west of Bridges Drive) as multifamily rather than one parcel in the middle of a single-family area. Therefore, this request cannot be fully supported.

Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The requested CZ-RM-16 District does not conflict with adopted land use policies; however, that policy assumed the assemblage of land to form larger development tracts and improvement of abutting streets as development occurs.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

Based upon the site's current configuration and limited conditions to mitigate impacts, it would not be harmonious with the current development pattern to insert a multifamily development of this intensity at this time.

Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
 - Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
 - Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.
- ❖ The zoning site will take access from a local street and will be surrounded (to the north, south and east) by existing single family dwellings.
 - ❖ The zoning site has a unique flag-lot configuration and limited developable area. To develop to the maximum density of 16 units per acre, there may be limitations as to the manner in which a multifamily structure may be situated on the site. Also, the site configuration may limit the applicant's ability to offer higher perimeter landscape planting yard standards or greater building setbacks next to abutting single family homes, unless the density of development is reduced or additional parcels are added to this request.

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. ❖ Required standards of the Development Ordinance pertaining to screening of trash receptacles, perimeter parking lot landscaping and exterior lighting will assist to mitigate impacts on adjacent property. ❖ The requested RM-16 district permits building heights up to 80-feet, The applicant has offered a condition to restrict building heights on the zoning site to 50 feet. This matches the maximum building height permitted upon abutting single family parcels.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is within the Oak Hollow Lake General Watershed Area, and as such, development is required to meet the watershed standards of the Development Ordinance.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The site is within an area currently served by City of High Point utilities and municipal services. The Eastchester Corridor Plan that supported land use change for this area included a policy recommendation of street improvement as development occurs. The zoning site has limited street frontage; thus, limiting the ability to recommend conditions for any significant street improvements.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands. As an area redevelops, the first couple of projects set the tone for what may follow and to some extent establishes precedent. Promoting redevelopment of this neighborhood from the outer edges inward, rather than from the middle outward will create less adverse effect on adjacent lands.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

Without a lessening of development intensity or expansion to include additional parcels, the establishment of a RM-16 district in the interior of this neighborhood is not the type of redevelopment envisioned for this area.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

The assemblage of multiple lots to create a larger development site and the promotion of redevelopment of this neighborhood from the outer edges inward, rather than from the middle outward would be a more preferred development pattern.

Recommendation

Staff Recommends Denial:

Staff recommends denial of this request due to concerns about compatibility with the abutting single-family homes that surround the site on three sides. A more desirable development pattern would be to develop the entire area bounded by Futrelle Drive and Bridges Drive as multifamily rather than only one parcel in the middle of this single-family area. Therefore, this request cannot be supported by staff at this time.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

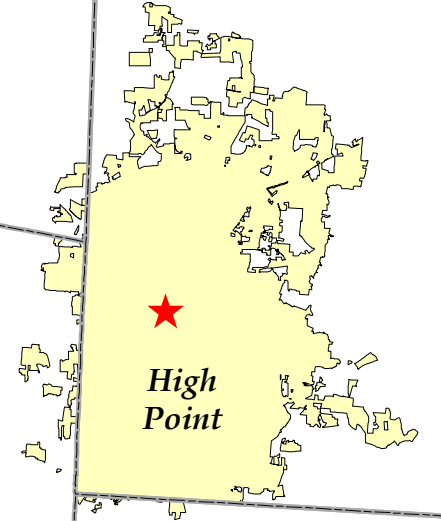
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Chris Andrews AICP, Interim Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-22-14

Applicant: Eric Dickinson

Vicinity Map



City of High Point

E HARTLEY DR

JOHNSON ST

Site

EASTCHESTER DR

I-74

N MAIN ST

N CENTENNIAL ST

S UNIVERSITY PW

Jamestown

Guilford County

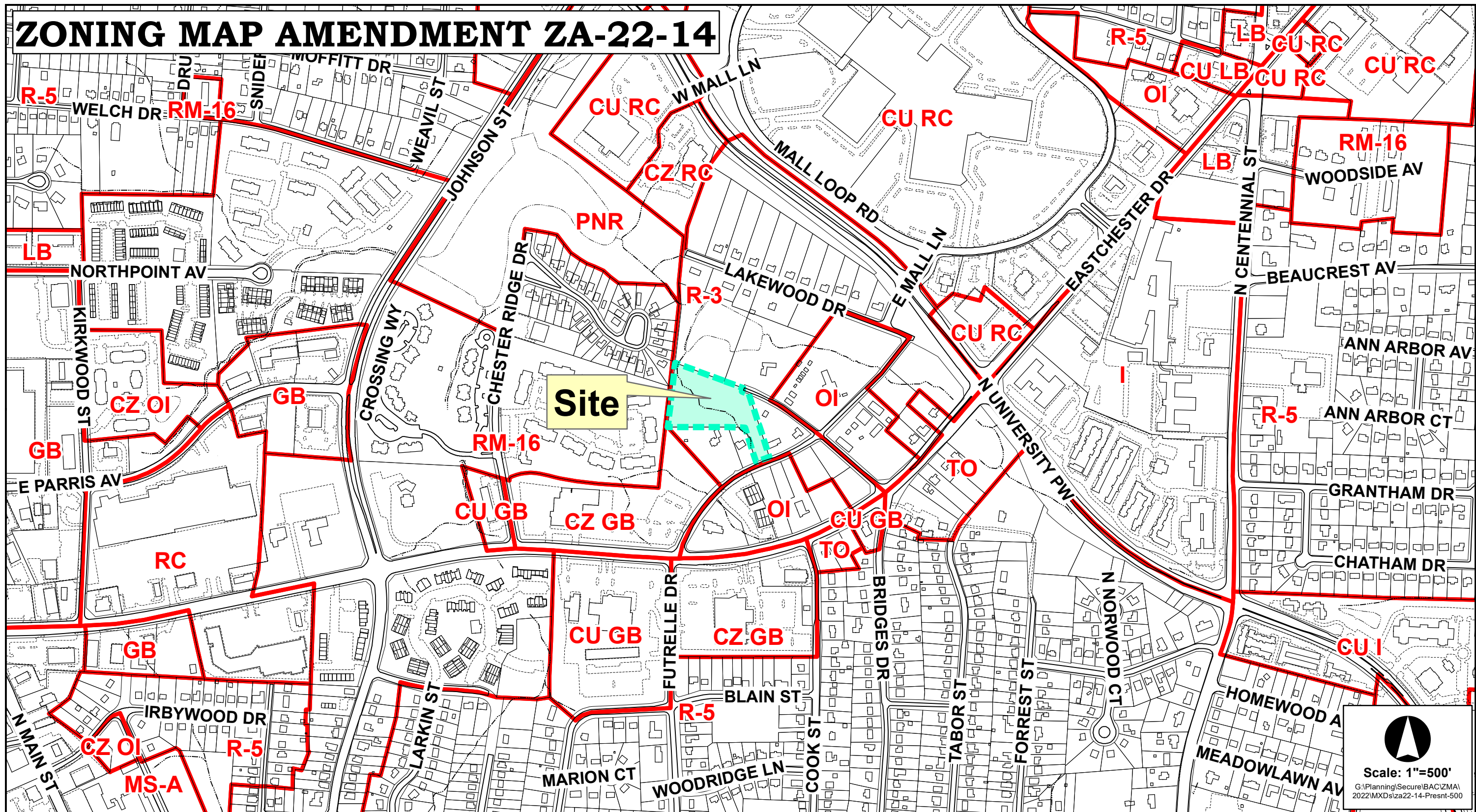
Davidson County



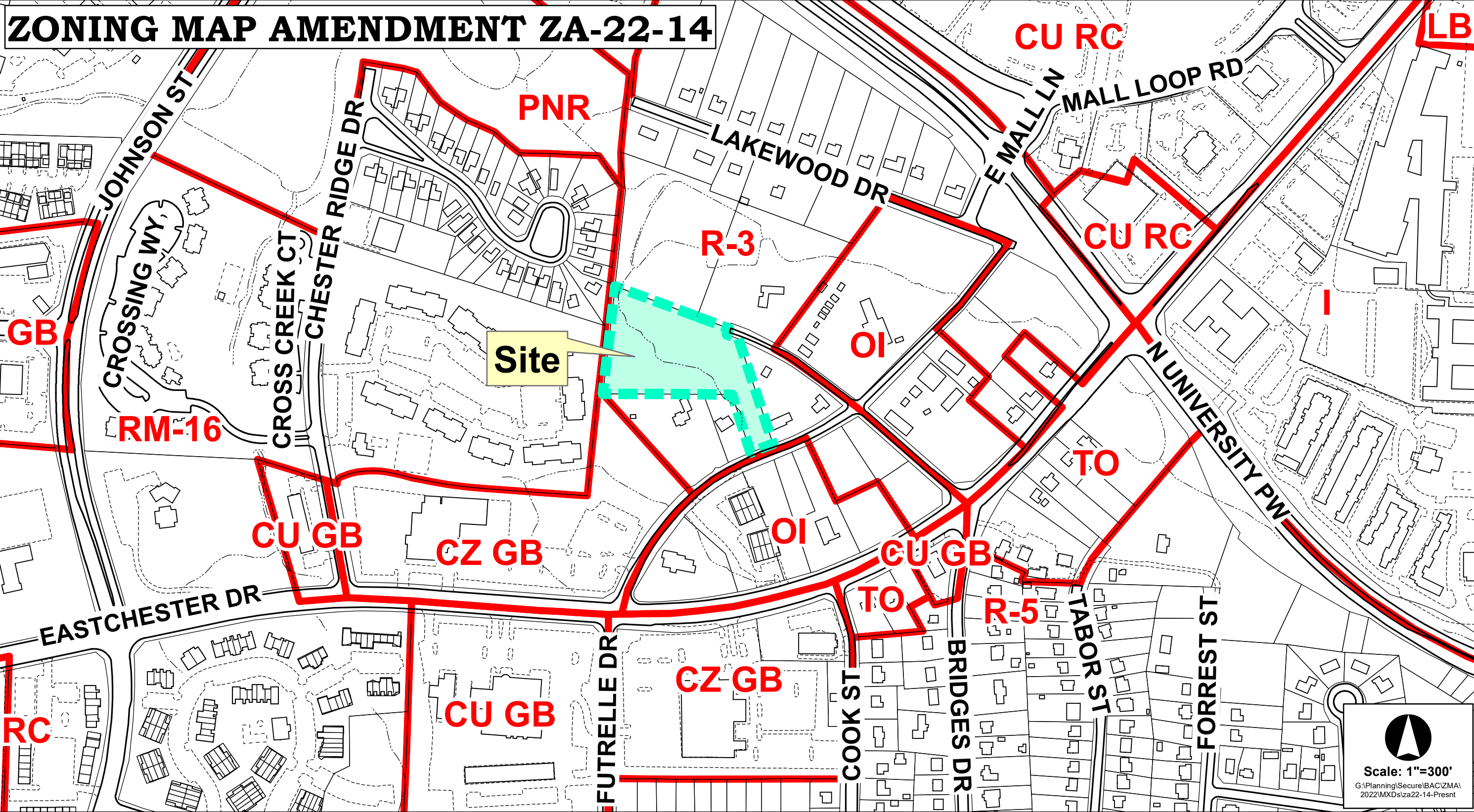
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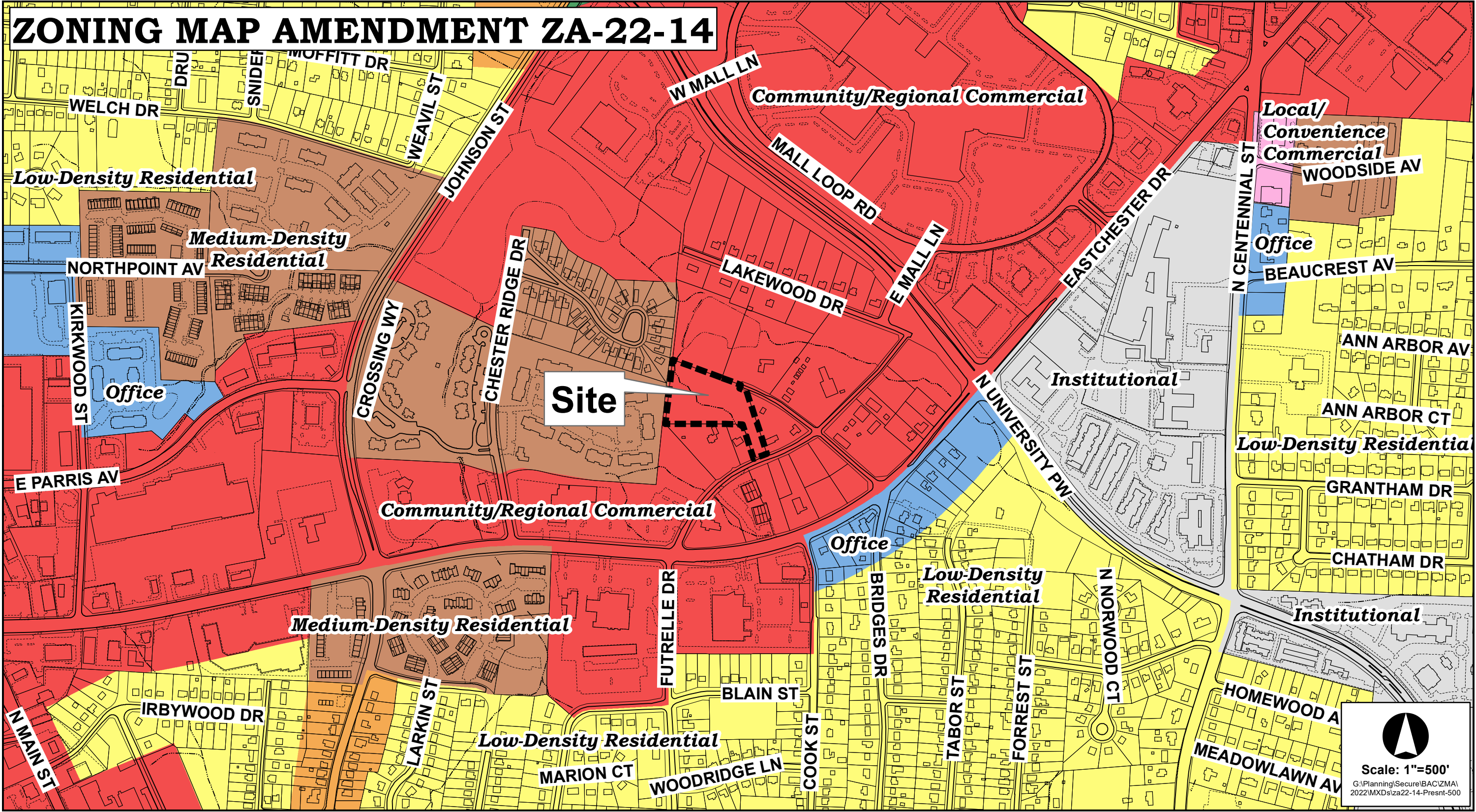
ZONING MAP AMENDMENT ZA-22-14



ZONING MAP AMENDMENT ZA-22-14



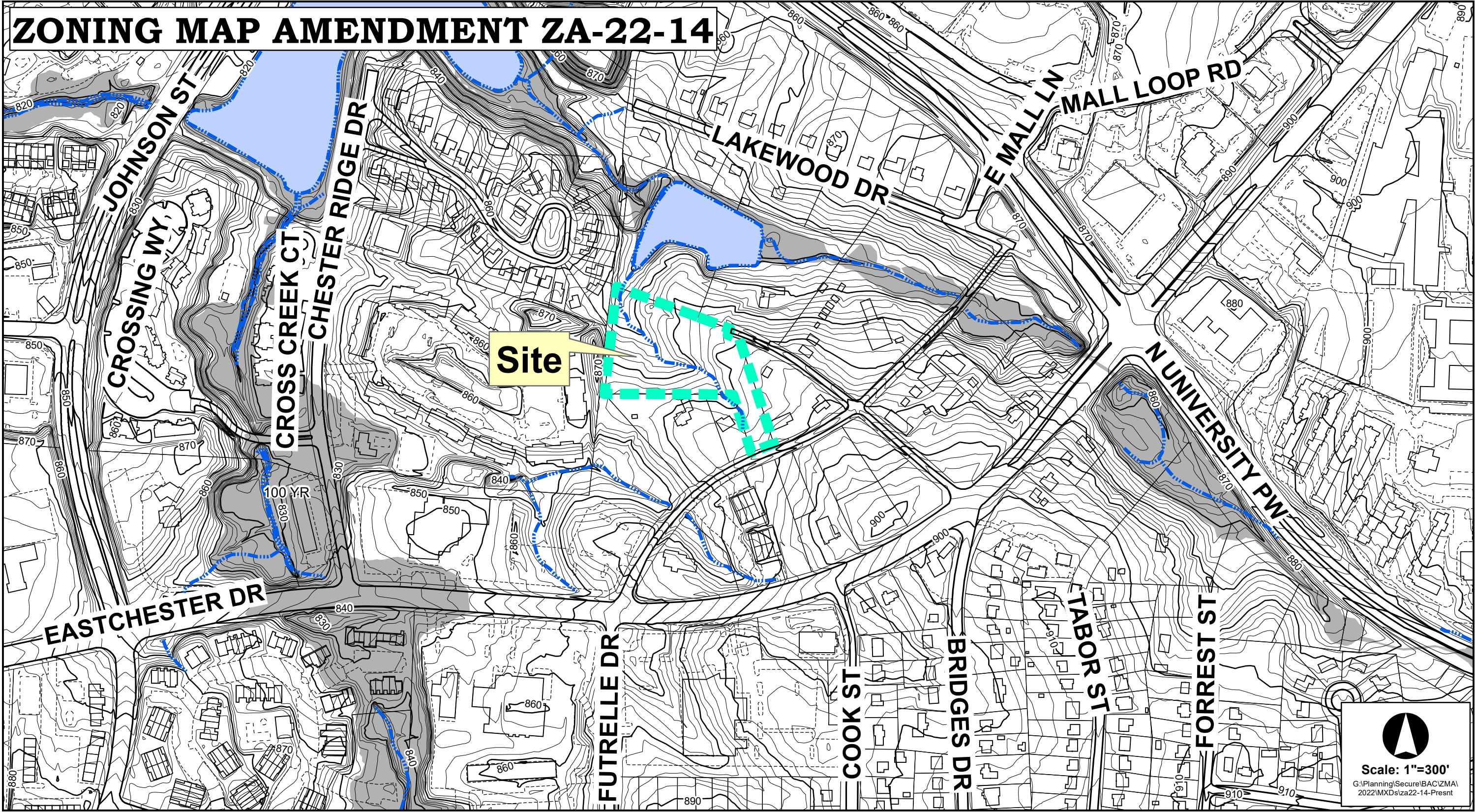
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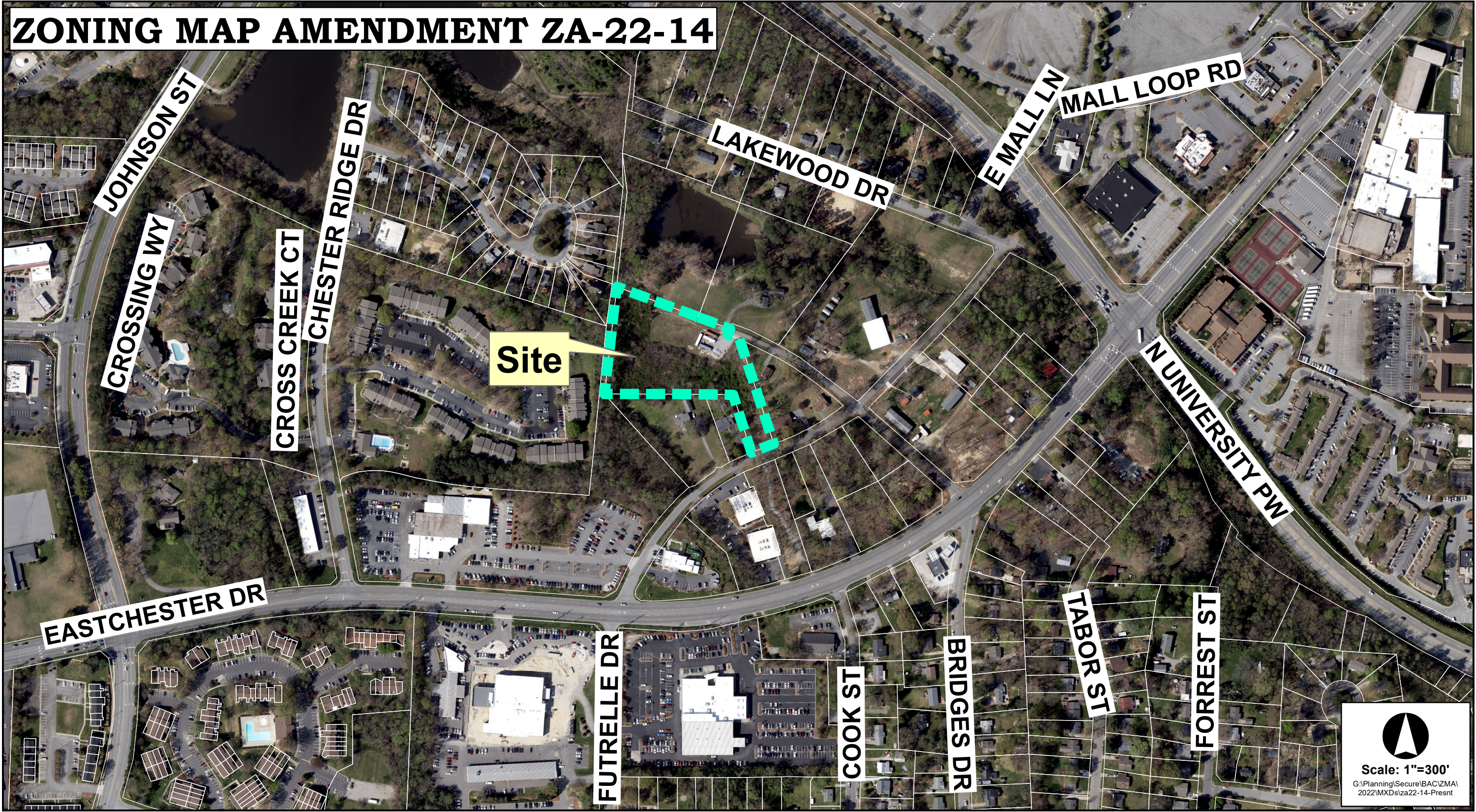
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ZONING MAP AMENDMENT ZA-22-14



ZONING MAP AMENDMENT ZA-22-14



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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on June 28, 2022 and before the City Council of the City of High Point on July 18, 2022 regarding **Zoning Map Amendment Case 22-14 (ZA-22-14)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on June 18, 2022, for the Planning and Zoning Commission public hearing and on June 6, 2022 and June 16, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **July 18, 2022**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Multifamily – 16 (CZ RM-16) District**. The property is approximately 2.6 acres, located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive). The property is also known as Guilford County Tax Parcel 199735.

SECTION 2

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

Part I. **USES:** Any uses allowed in the Residential Multifamily 16 (RM-16) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. **CONDITIONS:**

A. **Development and Dimensional Requirements.**

1. **Building Height:** Maximum building height on the zoning site shall not exceed fifty (50) feet.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 18th day of July, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 22-14

Submitted by: Eric Dickinson on behalf of Efincia Companies, Inc.

Community Rezoning Meeting Minutes

Location: Heroes Center
1500 Bridges Drive
High Point, NC 27262
Date: Monday, April 11, 2022
Time: 5:30 to 6:30

Project: 1607 Bridges Drive
High Point, NC 27262

Members Present

Eric Dickinson
Todd Kiser
Melony Bartlette

In Attendance

Stephen & Nancy Arnold - 1610 Bridges Drive, High Point, NC
Richard Bailey – 181 Sage Brush Trl, Lexington, NC
Calvin Burnette – 426 Chester Woods Ct, High Point, NC
Peggy Cook – 1819 Futrelle Drive, High Point, NC
Debbie Darby – 1813 Futrelle Drive, High Point, NC
James Potts – 301 National Hwy, Thomasville, NC (Insurance Co. at 601 Eastchester)
Marta Stewart – 436 Chester Woods Ct, High Point, NC

Eric Dickinson welcomed the attendees and introduced the proposed rezoning for 1607 Bridges Drive, High Point, NC approximately 2.97 acres building age targets (over 55) Multi Family Apartments. Eric explained the rezoning process in general and stated that the purpose of the meeting was to discuss the rezoning request and the conditional site plan and respond to questions and concerns from nearby residents and property owners.

Eric Dickinson provided background information about the experience and the typical operation of its facilities. He then presented the site plan and pointed out various commitments. Eric also showed proposed architectural elevations and discussed the design of the proposed over 55 Multi Family Apartments. He used the elevations and renderings to explain the design concepts and operations.

Questions and Concerns of Attendees:

Attendee: Debbie Darby inquired about buffers around property, extent of sidewalk installation and the impact of crime and traffic. Debbie also inquired about commercial mixed use installing a Starbucks and Krispy Kreme.

Member Response: Buffers would be installed per city ordinance, sidewalks would be installed only at the entrance of the development and would not extend on to her property. Eric did not feel crime would be an issue due to age targeted residency of the property. Project is target for over 55 residency. In regards to the traffic an evaluation has already been complete and no additional lanes are required. In response to the commercial use, Eric does not feel it is economically feasible within this location.

Attendee: Martha Stewart inquired about parking lot lighting and the parking lot to close to her property. How this would affect her property value. Inquired about water run off location, and any additional removal of trees and grading. Inquired if we had a plan B if this project does not get zoning approval.

Member Response: In reference to the parking lot lights, directional lighting will be placed to avoid exposure to the joining neighborhood. We feel it would not negatively affect property value in the area. In regards to the water run off, there is a retention pond on the south end of the property. No additional trees will need to be removed joining her neighborhood, there is a existing 15 foot buffer that will remain. As for the Plan B, we may be entertain the idea of selling the property.

Attendee: Nancy Arnold inquired about fencing between her property and the proposed project.

Member Response: No commitment on the fence, but buffer would comply with zoning ordinance.

Attendee: James Potts inquired about traffic, as well as if this was rentals or for sale.

Member Response: In regards to the traffic an evaluation has already been completed and no additional lanes are required. Property will not be sold, they are rentals.

Attendee: Peggy Cooke inquired about project time frame and hours of construction, truck access in and out of the property and if we do not build proposed project will we submit another project.

Member Response: Project start date approximately August, 2022 through July, 2023. The planned hours of operation would be 8 to 5 Monday thru Friday. Construction entrance will be accessible from the back of project via Bridges Road. In regards to alternate proposed project, we do not have anything at this time.

Adjourn

With no further discussion, the meeting adjourned at 6:48pm.

Respectfully submitted,

Eric V. Dickinson

CITY OF HIGH POINT

AGENDA ITEM



Title: Grant Application Resolution- LCRR

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Public Hearing: N/A

Meeting Date: September 19, 2022

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

PURPOSE:

Public Services will be competing for grant funding to achieve compliance with the federal Lead and Copper Rule Revisions (LCRR). Submission for grant funding requires City Council to adopt a resolution. The submittals are due on September 30, 2022, which must contain a copy of the adopted resolution to be considered for funding. Funding opportunities are through the Federal American Rescue Plan Act (ARPA) and State Revolving Fund (SRF) which is a separate allocation from the ARPA funding previously awarded to the City.

BACKGROUND:

In March 2021, the American Rescue Plan Act (ARPA) was signed into law to provide financial relief through several economic outlets, including providing funding for water, wastewater, and stormwater infrastructure. The North Carolina Division of Water Infrastructure (NCDWI) has been tasked with distributing the funds as part of the State Revolving Fund (SRF) program. Applications are received twice a year, in the Spring and the Fall. It is anticipated that a majority of NCDWI's remaining ARPA funds for water and wastewater projects will be distributed in the Fall 2022 cycle.

In November 2021, the Bipartisan Infrastructure Bill (BIB) was signed into law to provide financial relief and economic stimulus through several programs, including increasing funding to the Drinking Water SRF (DWSRF) and Clean Water SRF (CWSRF) programs to address lead service line replacement, emerging contaminants, and failing infrastructure. The BIB is anticipated to be rolled out over a 5-year period, but exact guidance on distribution has not been defined at this time.

BUDGET IMPACT:

No budget impacts are anticipated from this resolution.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends adopting this resolution to allow the submittal of the complete application for funding opportunities.

CITY OF HIGH POINT RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF HIGH POINT

WHEREAS, The American Rescue Plan Act of 2021 has authorized the distribution of grants to aid eligible units of government in financing necessary investments in water and wastewater infrastructure. The North Carolina Department of Environmental Quality Division of Water Infrastructure (DWI) will administer these funds through the State Fiscal Recovery Fund appropriated in the state budget for drinking water, wastewater, and stormwater projects; and

WHEREAS, The City of High Point has need for and intends to implement a drinking water distribution system infrastructure project described as the Compliance with Lead & Copper Rule Revisions (LCRR) project, which, among other project components, will create an inventory of water service line materials within the City of High Point's service area and develop a lead service line replacement plan. Additionally, the project will identify LCRR compliance sampling locations and develop a plan for execution according to a new sampling tier structure, increase lead testing in schools and childcares, and develop public education and outreach strategies; and

WHEREAS, The City of High Point intends to request state grant assistance for the project.

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

The City of High Point will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the City of High Point will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the project.

That the City of High Point will provide for efficient execution of all project components on completion of initial planning and inventory thereof.

That the High Point City Manager, the Authorized Official of the City of High Point, and successors so titled, is hereby authorized to execute and file an application on behalf of the City of High Point with the State of North Carolina for a grant to aid in the execution of the project described above.

That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the City of High Point has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants pertaining thereto.

Adopted by High Point City Council this September 19, 2022 in High Point, North Carolina.

[SEAL]

Jay W. Wagner, Mayor

Mary Brooks, Interim City Clerk

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting [title of officer] of the City of High Point does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the High Point City Council duly held on the 19th day of September, 2022; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

(Signature of Recording Officer)

(Title of Recording Officer)

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-19
(Evolve Companies)

From: Sushil Nepal,
Planning and Development Director

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022, and
September 14, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Evolve Companies to rezone approximately 18 acres from the Agricultural (AG) District within Guilford County's zoning jurisdiction to a Conditional Zoning Residential Multifamily-16 (CZ RM-16) District. The site is located along the west side of NC68, between Penny Road and Premier Drive. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their August 23, 2022 public hearing. All members of the Commission were present except for, member Alex Moore. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant's representative, Ms. Amanda Hodiern, Attorney, 804 Green Valley Road, Suite 200 Greensboro, spoke in favor of the request. Ms. Hodiern provided an overview of the proposal to rezone this site to a CZ RM-16 District to develop a 264-unit multifamily development. She outlines the fact that a Traffic Impact Analysis was performed, and its findings were accepted by the NCDOT and the City of High Point's Transportation Department, with the primary access being from Penny Road. She also noted the rezoned for a multifamily development is a compatible infill development at the outer edge of this commercial node and it will provide housing options close to this employment/activity node. In conclusion, Ms. Hodiern outlined the site layout as depicted on their binding Conditional Zoning Plan and that there was no attendance from surrounding property owners at their Citizens Information Meeting.

There were no speakers in opposition to this request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 8-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 8-0 to approve the following statement:

That Zoning Map Amendment 22-19 is consistent with the City's adopted policy guidance because subject to approval of Plan Amendment Case 22-03 and as conditioned, the zoning request is supported by adopted policy guidance documents. Furthermore, as conditioned, the requested CZ RM-16 District would be similar to previous multifamily zoning approvals granted at the perimeter of this commercial node.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-19
August 23, 2022**

Request	
Applicant: Evolve Companies	Owners: Jordan Deep River Farm, LLC and CCJDR Property, LLC
Zoning Proposal: To annex and apply initial City zoning	From: AG Agricultural District (<i>Guilford County</i>)
	To: CZ RM-16 Conditional Zoning Residential Multifamily-16 District
Notices: • Applicant held a Citizen Information Meeting (Yes) • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the west side of NC 68, between Penny Road and Premier Drive.
Tax Parcel Number:	Guilford County Tax Parcels 167961, 170013 and 207385
Site Acreage:	Approximately 18.02 acres
Current Land Use:	The site is currently developed with three single family dwellings and multiple agricultural related accessory structures.
Physical Characteristics:	The site has a moderate to severely sloping terrain with a perennial stream running along its western and northwestern boundary.
Water and Sewer Proximity:	16-inch and 12-inch City water lines lie adjacent to the site along Eastchester Drive and Penny Road, respectively. An 8-inch City sewer line runs across the western and northwestern boundary of the site.
General Drainage and Watershed:	The site drains in a general northwesterly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Primary stormwater control measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay Districts:	• City Lake General Watershed Area (GWA) • Airport Overlay District – Zone 4 • Eastchester Gateway Corridor Overlay District (eastern half of the site)

Adjacent Property Zoning and Current Land Use		
North:	CU-LI Conditional Use Light Industrial	Major Office Use (<i>Premier Center Industrial/Business Park</i>)
South:	CZ-GB Conditional Zoning General Business	Restaurants (Major and Minor)
	CU-OI Conditional Use Office-Institutional	Minor Medical Care Facility
East:	CU-RC Conditional Use Retail Center	Various commercial uses (<i>across NC68</i>)

West:	CU-LI Conditional Use Light Industrial	Undeveloped (<i>across Penny Rd</i>)
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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. <u>Obj. 3D:</u> Include high-density residential development as a component of existing and new mixed-use areas for the purposes of utilizing land efficiently, pairing people with convenient goods and services, supporting the commercial uses, and minimizing traffic. <u>Obj. 3E:</u> Apply development standards to ensure that mixed use areas are human scaled, pedestrian friendly, and physically integrated through mixed-use buildings and buildings that front onto streets rather than large parking lots that separate buildings and their uses. Goal #5: Balance the efficient movement of vehicles with the needs of pedestrians, alternative transit modes, and aesthetic quality. <u>Obj. 5B:</u> Focus particular attention on the appearance of key gateways into High Point to convey to visitors a positive first and last impression of the community.
Land Use Plan Map Classification:	Most of the site has a Restricted Industrial land use designation with some Community/Regional Commercial along the southern portion of the site and Recreational/Open Space land use destination along the stream corridor. The applicant has submitted a Plan Amendment application (PA-22-03) to change the Land Use Plan classification of the entire site to Medium-Density Residential. These land use designations are described below. • Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments. • Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers. • Recreation/Open Space: Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection. • Medium-Density Residential: This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwellings units per gross acre
Land Use Plan Goals, Objectives & Policies:	The following goal and objectives of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping and service areas.

	Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	<u>Eastchester Corridor Plan - Phase III (adopted 1994)</u> Relevant recommendations from this plan include preserving traffic capacity on NC 68, for example, by requiring properties with dual frontage on NC 68 and a parallel service road to take access from the service road; maintaining the aesthetic quality of the corridor by applying appearance guidelines regarding building materials/design, signage, parking, lighting, and landscaping as zoning conditions when properties are annexed and rezoned; and limiting commercial development to well-separated clusters at major intersections.
Zoning History:	<u>North and West (along Premier Drive and Penny Road):</u> Lands to the north and west were annexed in 2001 and granted a CU-LI District to support development of the Premier Center Industrial/Business Park. <u>East (along the opposite side of NC 68)</u> Lands to the east were annexed in 1999 and granted a CU-RC District to support development of two regional commercial shopping centers (<i>The Shoppes at Deep River and the Palladium Shopping Center</i>). <u>South (along Penny Road):</u> Lands to the south were annexed during the late 1980s and early 1990s. They consist of a mixture of CZ-GB and CU-OI Districts and has developed with a mixture of commercial, office and multifamily uses

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	NC 68 (Eastchester Dr)		Major Throughfare	975 feet
	Penny Road		Minor Throughfare	600 feet
Vehicular Access:	Via two driveway access points from Penny Road.			
Traffic Counts:	NC 68 (Eastchester Dr)		26,500 AADT (2020 NCDOT traffic counts)	
(Average Daily Trips)	Penny Road		8,400 AADT (2020 NCDOT traffic counts)	
Estimated Trip Generation:	A 264-unit multifamily complex is proposed. Such a development is anticipated to generate approximately 1,779 daily trips (during a 24-hour period) with approximately 124 AM peak-hour trips (6am – 9pm) and approximately 157 PM peak-hour trips (4pm – 7pm).			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	Yes	No	The proposed development will generate more than 150 trips in the AM or PM peak hours; therefore, a TIA is required to be submitted as part of the rezoning application. The TIA executive summary is attached as a supporting document at the end of the staff report.	
Conditions:	1. <u>Vehicular Access:</u> No access to NC 68 (Eastchester Drive). Maximum of two points of access to Penny Road.			

	2. <u>Improvements:</u> Right turn at southern most access point on Penny Road with 100 feet of storage and 150 foot taper. 3. <u>Right-of-Way:</u> Dedicate 10 feet of right-of-way behind the proposed right turn lane.
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School District Comment				
Guilford County School District				
Local Schools:	Enrollment: 2022 – 2023 (20 th day of class)	Maximum Design Built Capacity: (2022 – 2023):	Mobile Classrooms:	Projected Additional Students:
Southwest Elementary	767	864	6	73 - 75
Southwest Middle)	1,080	1,223	10	37 - 39
Southwest High School	1,702	1,506	11	33 - 35
<u>School District Remarks:</u> With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools will experience annual reductions in capacity through 2021 - 2022. Elementary built capacity assumes reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school built capacity assumes 30 students per core academic classroom.				

Details of Proposal

This application proposes to establish a CZ RM-16 zoning district for this site to facilitate development of a 264-unit multifamily complex. Included with this application is a conditional zoning ordinance in which the applicant has offered conditions pertaining to permitted uses, conditional zoning plan, overlay zoning district, parking/vehicle circulation restrictions, access and transportation related improvements.

Staff Analysis

The zoning site is located along the Eastchester Drive (NC68) corridor, which is an important major thoroughfare in the city. This is a primary gateway thoroughfare that moves traffic through the city from Interstate 40 and the Piedmont Triad International Airport to the north and from the south via N. Main Street and Interstate 74.

This segment of Eastchester Drive carries over 26,000 vehicle trips per day. Land development along the Eastchester Drive corridor has been primarily shaped by the Eastchester Drive Corridor Plan. Beginning in 1986, the City, through a series of adopted corridor plans and an overlay zoning district, established policies and standards to enhance and protect the corridor as a major gateway into the city. The roadway and the land development along it provides first impressions to visitors entering the city. Some of the goals and policy objectives of the Eastchester Corridor Plan are to:

- Minimize traffic congestion caused by haphazard commercial development;
- Limit commercial uses to well separated clusters (nodes) located at major intersections;
- Limit commercial development to the established commercial nodes to prevent strip commercial development, which in turn will degrade the corridor's primary purpose of serving as a travel corridor and gateway to the City; and
- Implement a deceleration lane policy to conserve the capacity of Eastchester Drive and require driveway access from alternate side streets when possible.

Over the last 35 years, significant development has occurred along the Eastchester Drive corridor. To manage traffic and to protect the gateway qualities of the corridor, the Eastchester Corridor Plan limited commercial development to well-separated clusters, or nodes. Major commercial nodes were planned at 1) the intersection of N. Main Street and along the corridor to the N. Centennial Street intersection, 2) at the mid-point of the corridor at the Skeet Club Road/Penny Road/Wendover Avenue intersections, and 3) at the northern point of the corridor at the Regency Drive and Gallimore Dairy Road intersections.

The zoning site is adjacent to the mid-point commercial node near the Eastchester Drive/Penny Road intersection, where land uses transition from commercial to restricted industrial uses. The requested rezoning, to support a higher density multifamily use, is consistent with the way development has occurred around the outer edges of this commercial node. Examples include:

- To the south and southwestern portion of this commercial node are the **Highbrook Apartment, Addington Ridge, Admiral Point and Copper Mill Village multifamily developments**).
- To the west of this commercial node, south of the zoning site, are the **Deep River Point and Alexandria Park multifamily developments**).
- To the north of this commercial node, as a transition from commercial to restricted industrial uses, is the **Palladium Park Apartment complex**.
- Finally, at the southeastern portion of this commercial node, southeast of the intersection of W. Wendover Avenue and Penny Road, the City Council recently approved the rezoning of a 35 acre tract of land for a commercial development in December 2021. At the southern edge of this future commercial development, the zoning approval supports development of a multifamily tract (**Proposed Palladium South multifamily tract**) that will act as a transitional use between this future shopping center and a single family subdivision.

This zoning application is a continuation of the development pattern that has occurred along the edges of this commercial node. Furthermore, the request supports the City's land use goals and objectives that seek to 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.

Section 2.4.6.C. of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

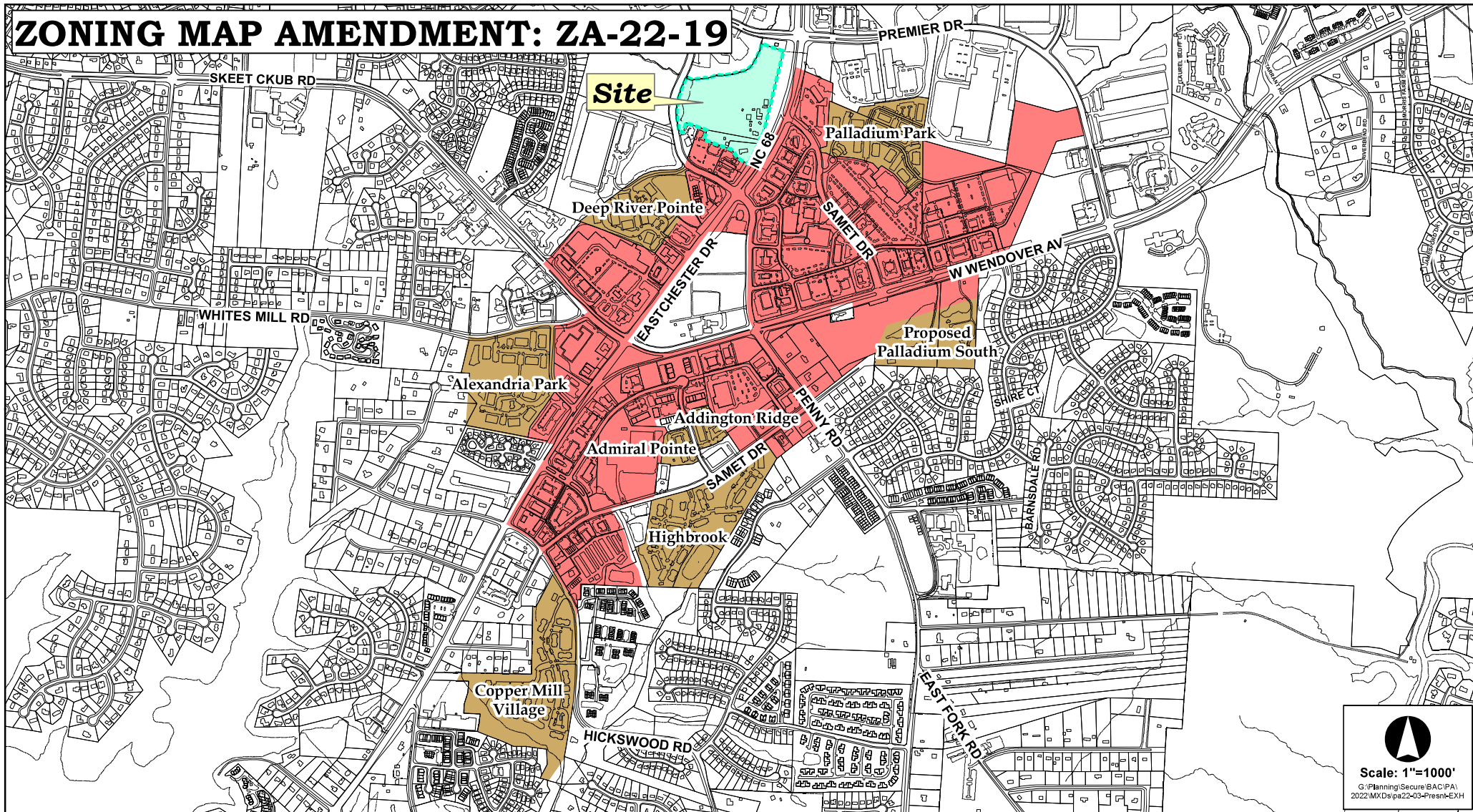
Subject to approval of Plan Amendment Case 22-03 and as conditioned, the zoning request is supported by adopted policy guidance documents.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

As conditioned, the requested CZ RM-16 District would be similar to previous multifamily zoning approvals granted at the perimeter of this commercial node.

ZONING MAP AMENDMENT: ZA-22-19



Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
- Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
- Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.

The surrounding land uses consist of a mixture of office, multifamily, commercial and restricted industrial (internal warehousing/internal manufacturing) uses. **The request to support a medium density residential development will not negatively impact adjacent uses and will further enhance the live/work/entertainment mixed-use status of this area.**

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. The applicant has offered conditions to prohibit access from Eastchester Drive and to have buildings situated closer toward the Eastchester corridor, with parking to the rear or sides of buildings. These conditions will ensure development of the site reinforces corridor appearance standards promoted by the Eastchester Corridor Plan and the Community Growth Vision Statement along this gateway street.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is within the City Lake General Watershed Area, and as such, development is required to meet the watershed standards of the Development Ordinance. Any development with more than 24% impervious coverage is required to install an engineered stormwater control device.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The site is within an area currently served by City of High Point utilities and municipal services. The zoning submittal has no known adverse impacts on municipal services.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands. The zoning site is located at a transitional area of the Eastchester Gateway Corridor, where a combination of commercial/office/residential uses transition to Restricted

	Industrial land uses. The allowance of higher density residential uses, as permitted by the RM-16 District, will not adversely impact the use of adjacent lands.
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Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

There have been significant changes in this area of the City. It is no longer the northern, undeveloped greenfield edge of the city limits; it is now in the middle of a developed area, with a diversity of commercial, industrial and residential use types that have been established within and at the edges of a commercial node.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

The request is a continuation of policy to promote higher intensity residential developments at the outer edges of a commercial node.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 18.02 acre tract of land to the CZ RM-16 District. As conditioned, the request will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

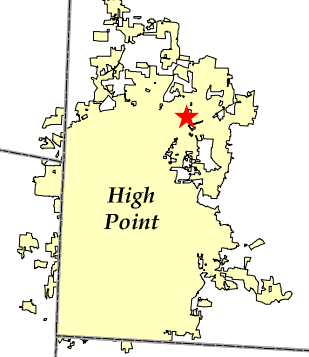
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ZONING MAP AMENDMENT: ZA-22-19

Applicant: Evolve Companies

Vicinity Map



High
Point

Greensboro

Guilford
County

Guilford
County

Site

City of High Point

JOHNSON ST

SANDY RIDGE RD

CLINDAR FARM RD

GALLIMORE DAIRY RD

NC 68

SKEET CLUB RD

W WENDOVER AV

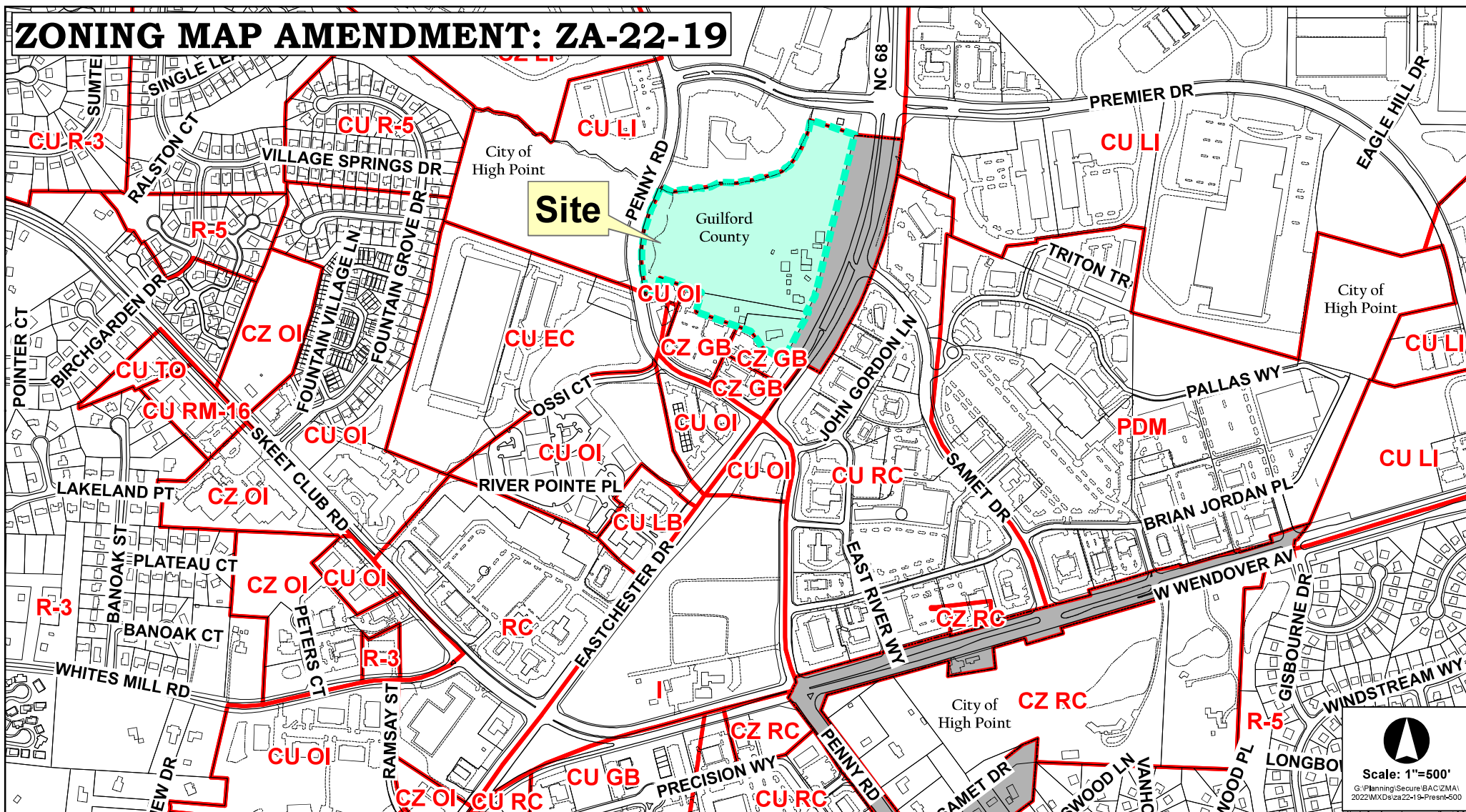
GUILFORD COLLEGE RD



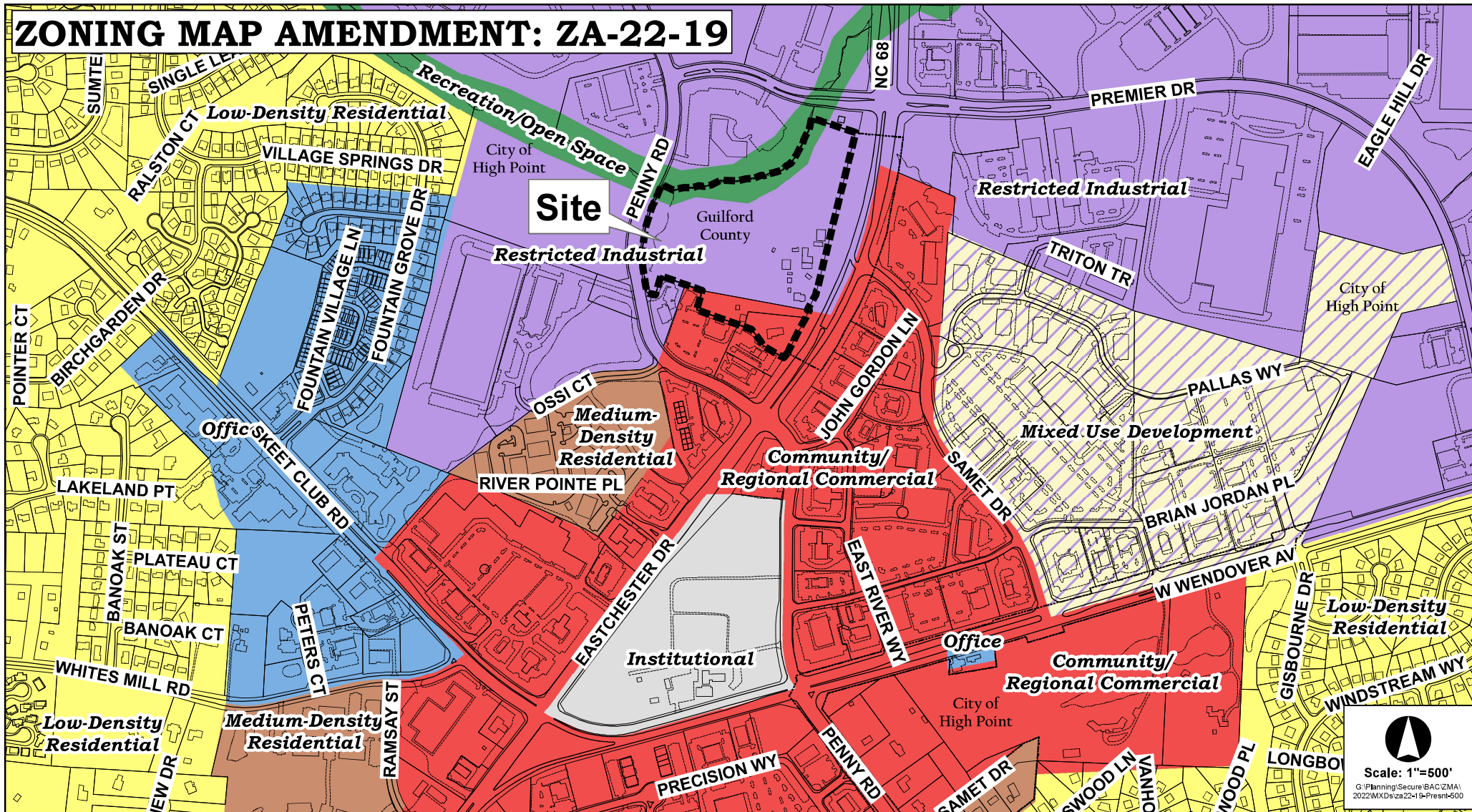
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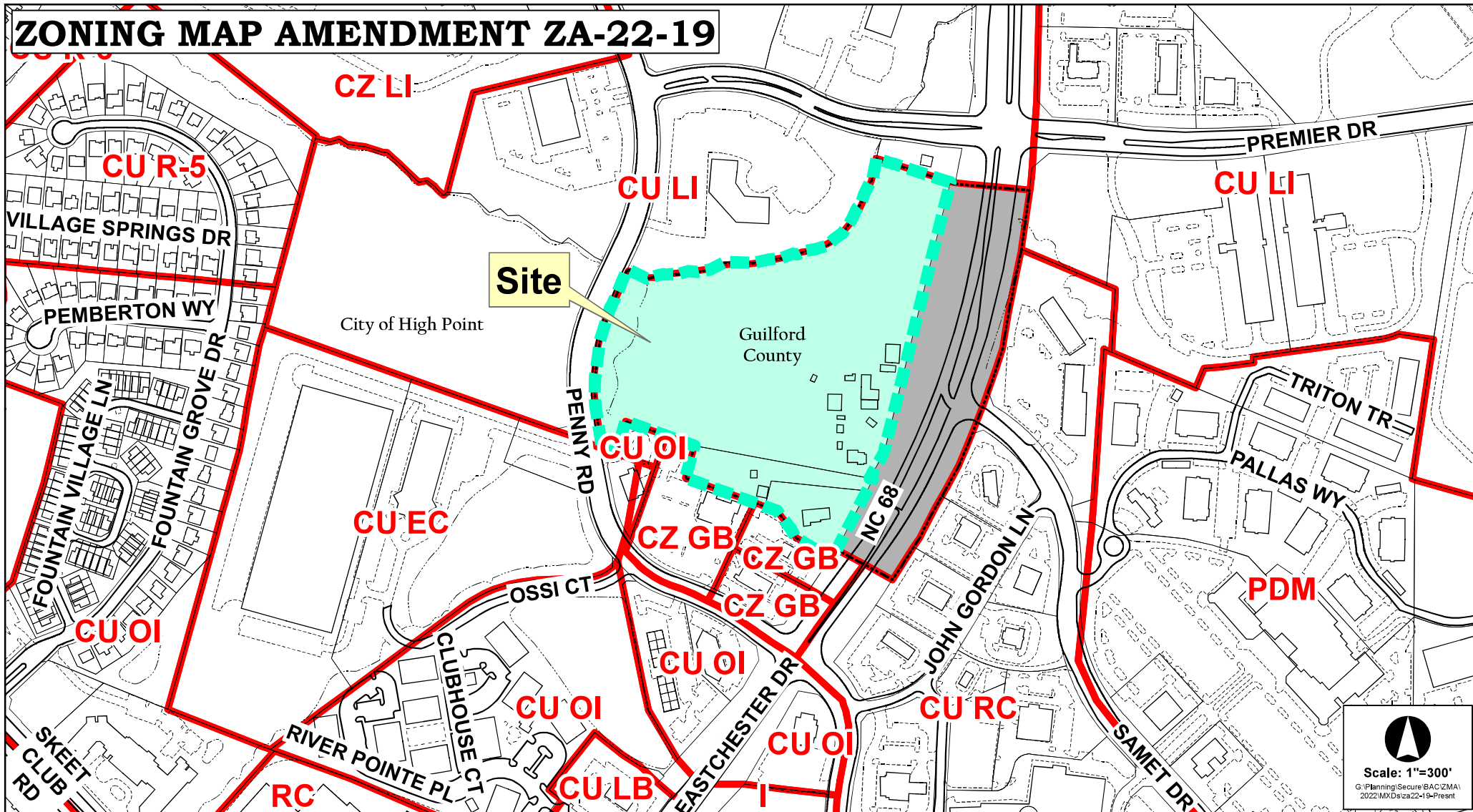
ZONING MAP AMENDMENT: ZA-22-19



ZONING MAP AMENDMENT: ZA-22-19

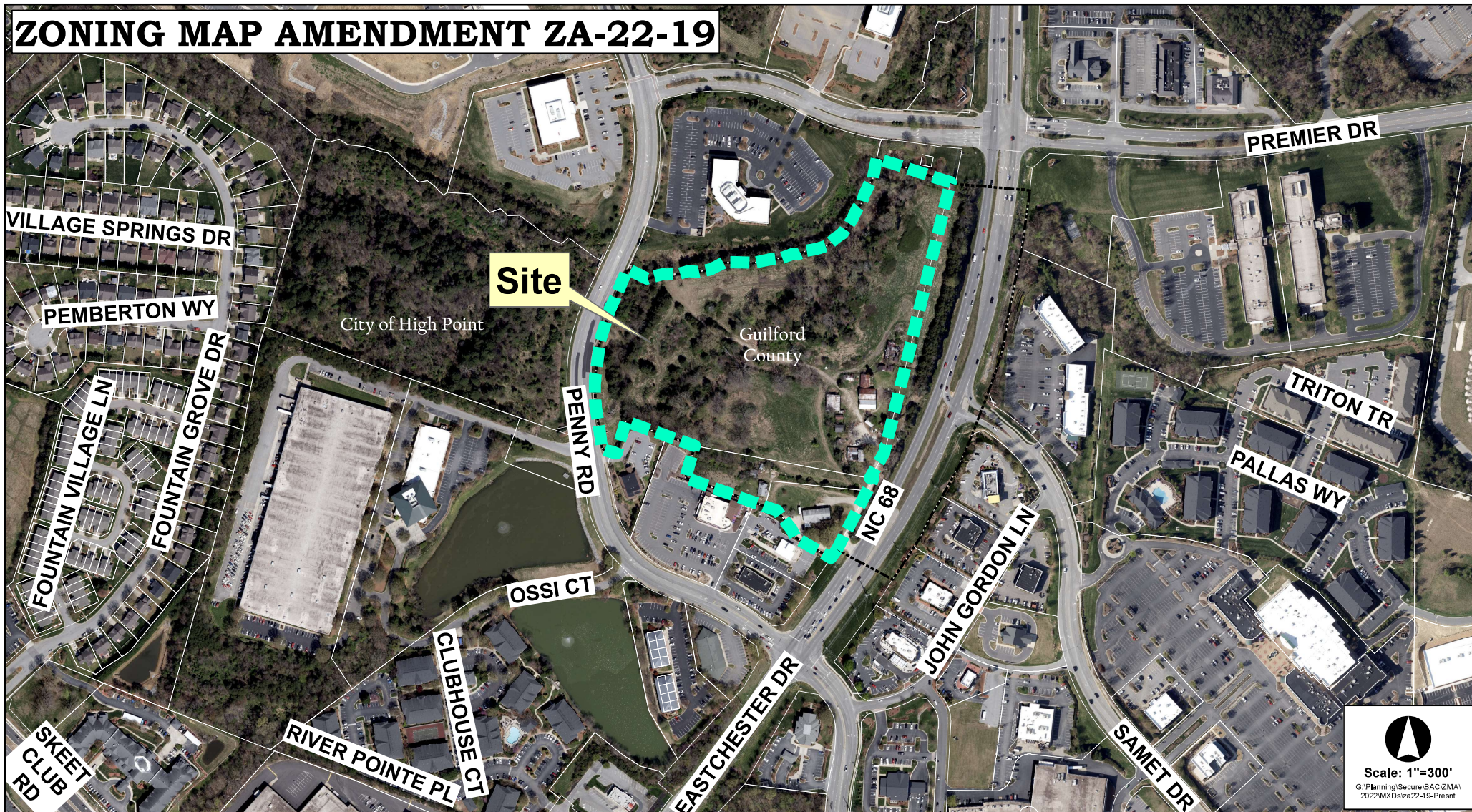


ZONING MAP AMENDMENT ZA-22-19



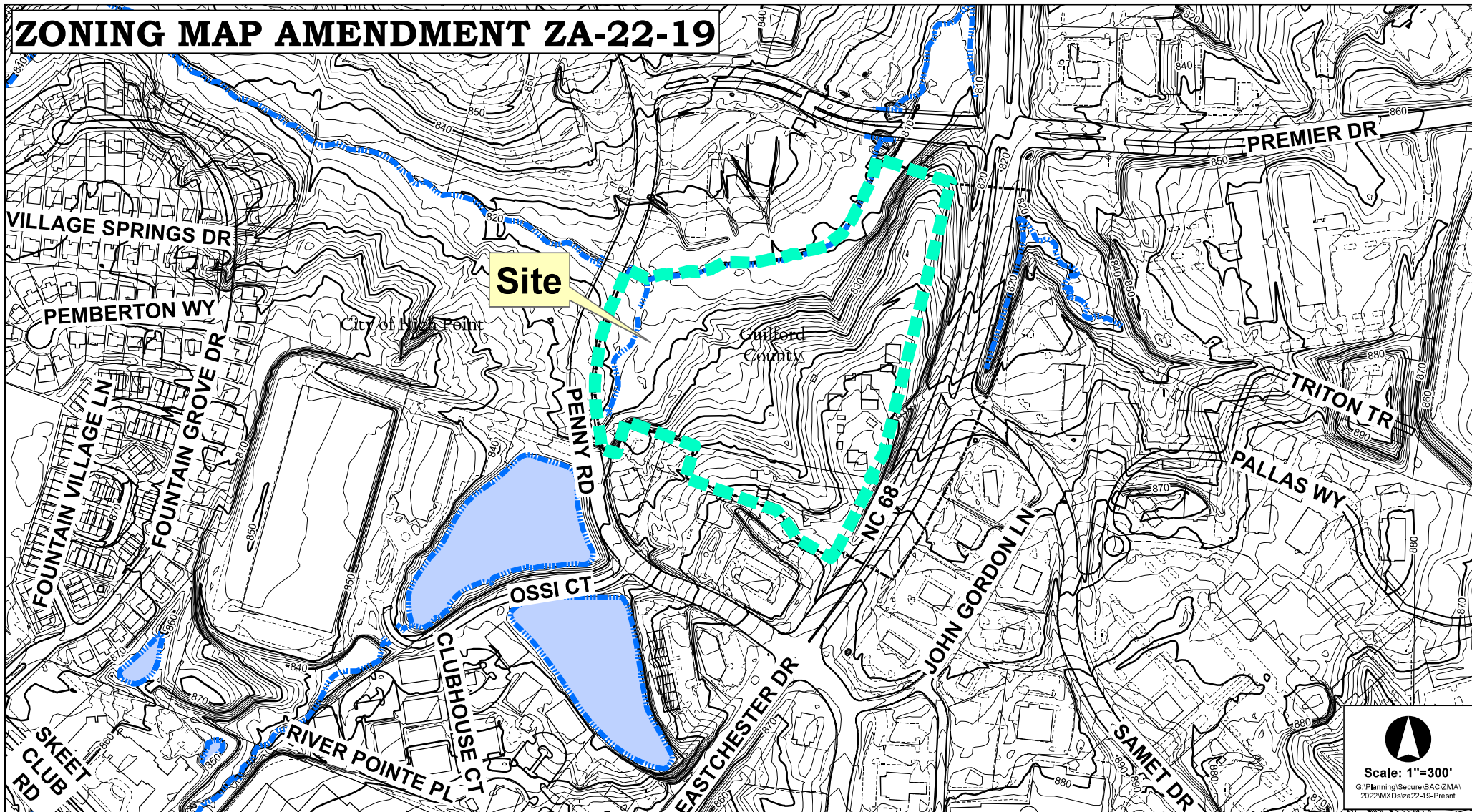
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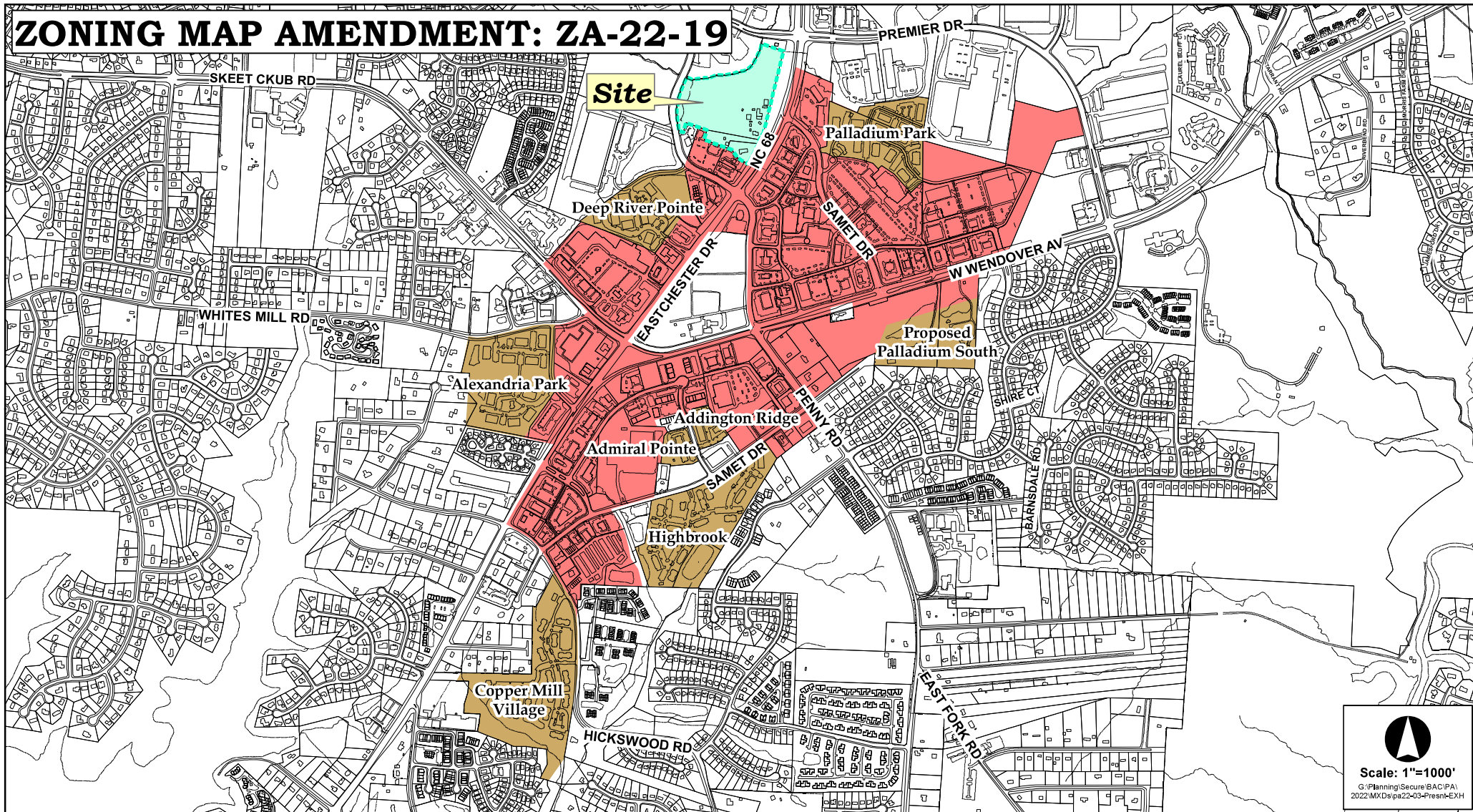


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ZONING MAP AMENDMENT ZA-22-19



ZONING MAP AMENDMENT: ZA-22-19



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 23, 2022 and before the City Council of the City of High Point on September 19, 2022 regarding **Zoning Map Amendment Case 22-19 (ZA-22-19)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on August 13, 2022, for the Planning and Zoning Commission public hearing and on September 7, 2022 and September 14, 2022, for the City Council public hearing pursuant to Chapter 160D-602 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 **September 19, 2022.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Multifamily 16 (CZ RM-16) District.** The property is approximately 18.02 acres, located along the west side of NC68, between Penny Road and Premier Drive. The property is also known as Guilford County Tax Parcels 207385, 170013 and 167961.

SECTION 2

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

- Part I. **USES:** The property owner agrees to the following use restrictions on the zoning site:
- A. Only the following uses, as allowed in the Residential Multifamily 16 (CZ RM-16) District, shall be permitted subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.
 - 1. The Multi-Family Dwelling Use Type (Household Living Use Category)) as listed in the Principal Use Table 4.1.9 of the Development Ordinance.
 - 2. Subject to being located a minimum of three-hundred (300) feet from the NC68 (Eastchester Drive) right-of-way line, the Wireless Telecommunication Facility (Utilities Use Category) as listed in the Principal Use Table 4.1.9 of the Development Ordinance:

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Conditional Zoning Plan: The property owner agrees that development of the site shall be consistent with the attached Conditional Zoning Plan and Building Elevations. Changes to the Conditional Zoning Plan and Building Elevations shall be subject to requirements of Section 2.4.6.F (Amendment) of the Development Ordinance.
2. Overlay Zoning District
The property owner agrees that the portion of the zoning site lying outside the Gateway Corridor Overlay (GCO) District (approximately 500 – 525 feet of the western half of the site) shall be subject the GCO District Standards (Section 3.8.7) of the Development Ordinance. Except that the Minimum Building Setbacks (Section 3.7.8.F.3) and Landscaping Requirements (Section 3.7.8.F.5) shall not apply to this western portion of the site.
3. Parking and Vehicle Circulation Area Locational Restrictions
The property owner agrees that development along the entire NC 68 (Eastchester Drive) frontage of the site shall be subject to requirements of Section 3.8.7.F.3 (Minimum Building Setbacks) and that all off-street parking and vehicular circulation areas shall not be located between the front building line and the NC 68 (Eastchester Drive) right-of-way.

B. Transportation Conditions.

1. Access: The property owner agrees to the following access conditions.
 - a. Vehicular Access:
 - i. NC 68 (Eastchester Drive) - No vehicular access shall be permitted to NC 68.
 - ii. Penny Road - Two points of access shall be allowed to Penny Road, both of which shall be full movement access points. The exact location shall be consistent with the Conditional Zoning Plan or determined during the plan review process.
 - b. Pedestrian Access - As a part of development permit approval, the property owner shall construct a minimum eight (8) foot wide concrete or asphalt pedestrian connection from the internal pedestrian circulation area(s), within the zoning site, southward to Guilford County Tax Parcels 207390 or 207384.
2. Improvements (southernmost access point to Penny Road): The property owner agrees to the following access improvement condition.

- a. As part of development permit approval, the property owner shall establish and construct a right turn lane with a one-hundred and fifty (150) foot taper and one-hundred (150) feet of storage.
3. Other Transportation Conditions The property owner agrees that the City of High Point Transportation Director and the North Carolina Department of Transportation (if applicable) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 19th day of September, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk





**BUILDING TYPE 1
REAR ELEVATION**
SCALE: 1/8"=1'-0"

ARCHITECTURAL PLANS EXTERIOR MATERIALS	
	= ASPHALT SHINGLE ROOF
	= STANDING SEAM METAL ROOF
	= FIBER CEMENT LAP SIDING
	= BOARD & BATTEN SIDING
	= CULTURED STONE VENEER
	= STONE SILL

ELEVATION GENERAL NOTES
 1. ICE & WATER SHIELD AT ALL ROOF PLANES SLOPED BELOW 4:12.
 2. SEE ROOF PLANS FOR ALL VENTILATION CALCULATION REQUIREMENTS.
 3. PAINT ALL WALL AND ROOF PENETRATIONS THE SAME COLOR AS ADJACENT MATERIAL.



**BUILDING TYPE 1
SIDE ELEVATION**
SCALE: 1/8"=1'-0"

Citizens Information Meeting Report Zoning Map Amendment 22-19

Submitted by: Ms. Amanda Hodierne, on behalf of
Evolve Companies

2721, 2723 and 2725 NC Highway 68

SUMMARY OF NEIGHBORHOOD COMMUNICATION

- The applicant chose to schedule an early evening Zoom meeting to facilitate discussion regarding this rezoning request.
- We mailed a letter explaining our request, providing the date/time/location of the Planning Board public hearing and inviting our neighbors to the Zoom meeting.
- The attached letter was sent on July 27, 2022 to all property owners of the attached mailing list provided by the City Planning Department. The Zoom meeting was held on August 9, 2022.
- No one attended our meeting. We held the meeting open and waited for 30 minutes.
- I also have not received any calls or emails (my contact information was provided on the letter).



July 27, 2022

Dear Neighbor,

Our company, Evolve Companies, is pursuing a rezoning request to allow for the development of a Class-A multifamily community on the properties known as 2721, 2723 and 2725 NC Highway 68. We develop high quality and attractive residential communities across the region and are excited for this opportunity in High Point.

We have filed a rezoning request for this property to change the zoning district from Guilford County AG (Agricultural) to CZ RM-16 (Conditional Zoning Residential Multifamily-16), City of High Point. The project we are proposing is a 264 unit community with ample amenities. We have worked closely with the City of High Point to design a community that is attractive and harmonious with the surrounding area. We believe that our proposal is a reasonable and positive use of this property and that the project would be an asset to the existing community. We look forward to sharing it with you.

In order to share the full plan, provide information about our project and respond to any questions that you might have, we will host a neighborhood Zoom meeting on Tuesday August 9th at 5:30 pm. The Zoom invitation and meeting information is included with this letter.

The Planning Board of High Point will hold a public hearing to consider this matter on **Tuesday, August 23, 2022**. You may also receive a notice of this meeting from the City of High Point.

As we move through the rezoning process, if you have any questions about our proposal or would like to receive additional information at any time, please contact our project representative, Amanda Hodierna, at 336-609-5137 or amanda@isaacsonsheridan.com. We appreciate your consideration and look forward to responding to your inquiries.

Yours truly,

Frank Forde



Penny Road / NC Hwy 68 Rezoning Meeting

Time: Aug 9, 2022 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81400315212>

Meeting ID: 814 0031 5212

One tap mobile

+13017158592,,81400315212# US (Washington DC)

+13126266799,,81400315212# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

Meeting ID: 814 0031 5212

Find your local number: <https://us02web.zoom.us/u/kdjKgXhUh4>

2418 N MAIN LLC
15 LAURA LN STE 300
THOMASVILLE NC 27360

ALL MANAGEMENT LLC
3324 QUAKER RUN DR
GREENSBORO NC 27410

ARCHLAND PROPERTY I LLC
2310 N CENTENNIAL ST STE 106
HIGH POINT NC 27265

BRANCH BANKING AND CO
PO BOX 167
WINSTON SALEM NC 27102

BREADBOX PROPERTIES LLC
PO BOX 109
CAMDENTON MO 65020

CAROLINA INCOME PROPERTIES XI LLC
PO BOX 21509
WINSTON SALEM NC 27120

CAROLINA INCOME PROPERTIES XVI LLC
PO BOX 21509
WINSTON SALEM NC 27120

CCJDR PROPERTY LLC
8900 CEDAR SPRING DR
COLFAX NC 27235

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC 27261

JORDAN DEEP RIVER FARM LLC
1024 LAKECREST AVE
HIGH POINT NC 27265

MAKA LLC
160 MINE LAKE CT STE 200
RALEIGH NC 27615

OSSI COURT PARTNERS LLC
7900 MCCLOUD RD STE 400
GREENSBORO NC 27409

PALLADIUM COMMONS LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

PIEDMONT FEDERAL SAVINGS BANK
201 S STRATFORD RD
WINSTON SALEM NC 27103

PIEDMONT NATURAL GAS CO INC
PO BOX 33068
CHARLOTTE NC 27233

PNL HIGH POINT LLC
2100 ROSS AVE STE 2900
DALLAS TX 75201

PREMIER CENTER ASSOCIATES LLC
PO BOX 21509
WINSTON-SALEM NC 27120

PREMIER CENTER PROPERTY OWNERS
ASSOCIATION INC
PO BOX 1066
LEXINGTON NC 27292

ROYAL OAK HIGH POINT REAL ESTATE LLC
200 CORNERSTONE DR STE 200
CARY NC 27519

SOUTHERN COMMUNITY BANK & TRUST E LEROY
BRIGGS SR ETAL ATTN GEORGE BURNS
4605 COUNTRY CLUB RD STE 200
WINSTON SALEM NC 27104

T & J HIGH POINT LLC
1337 WINSTEAD PL
GREENSBORO NC 27408

THE MORRIS MET TRUST; THE SUSAN MET TRUST
PO BOX 765
HAYMARKET VA 20168

VINS ENTERPRISES I LLC
14 OAK BRANCH DR
GREENSBORO NC 27407

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.

TRAFFIC IMPACT STUDY

EVOLVE PENNY ROAD

High Point, North Carolina

JULY 22, 2022

IMPACT DESIGNS, INC.

Prepared by: Nicholas Burns, PE

TRAFFIC IMPACT STUDY

Evolve Penny Road

HIGH POINT, NORTH CAROLINA



REPORT PREPARED FOR:

Evolve Companies
2021 Eastwood Road
Wilmington, NC 28403

REPORT PREPARED BY

Impact Designs Inc.
172 Williamson Road, Unit 3728
nick@impactdesignsinc.com

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Evolve Penny Road site in accordance NCDOT guidelines. The proposed development is located between Penny Road and NC 68, in High Point, North Carolina. The 264 multifamily units are to be completed in 2027. There are to be 2 full movement site access locations on Penny Road.

A turn lane analysis was conducted at the proposed site access locations utilizing the Build (2027) volumes. Based on the anticipated build out volumes in 2027, a right turn lane is warranted on Penny Road at Access A. It is recommended that a right turn lane with 50 feet of storage and appropriate taper be installed. Refer to Appendix B for the turn lane warrants with volumes graphed.

Based on the capacity analysis for unsignalized intersections, minor delay increases can be expected at the intersection of NC 68 and Samet Drive. This is common for stop controlled side street approaches at unsignalized intersections, especially during peak hours when mainline through volumes are highest. All mainline left turn movements at both site access points on Penny Road are expected to operate at an LOS A.

Based on the capacity analysis, operations at NC-68 and Penny Road under Build conditions are expected to be similar to No-Build conditions. In the AM peak hour, the overall level of service is anticipated to drop from LOS D in the No-Build scenario to LOS E in the Build scenario. In the PM peak hour, the level of service of the eastbound approach is expected to drop from LOS E in the No-Build scenario to LOS F in the Build scenario. By reallocating time in the existing cycle length in both peak hours as shown in the Build Improved scenario, the intersection is anticipated to operate overall slightly better than No-Build conditions.

Recommended Improvements:

- *Install a northbound right turn lane with 50 feet of storage and appropriate taper on Penny Road at Access A.*
- *Optimize splits within the existing cycle length in the AM and PM peak hours.*

2. TRAFFIC VOLUME DEVELOPMENT

2.1. Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections in March 2022 during the AM (7:00 AM to 9:00 AM) peak period and the PM (4:00 PM to 6:00 PM) peak period. The existing traffic volumes are illustrated in Figure 4.

2.2. Projected Traffic Volumes

Based on coordination with NCDOT, a 2% annual growth was applied to the 2022 counts to project traffic volumes for the future year (2027). This growth rate was applied to account for all background growth in the area without any adjacent and/or the proposed developments. Refer to Figure 5 for an illustration of the No-Build (2027) traffic volumes.

2.3. Proposed Development Traffic Volumes

As mentioned previously, the proposed development is expected to have 264 multi-family housing units. The trip generation potential for the proposed development was estimated utilizing methodology contained within the *ITE Trip Generation Manual, 11th Edition*. Utilizing ITE data for ITE Code 215, traffic volumes were generated for the weekday daily, the weekday AM peak hour, and the weekday PM peak hour. Refer to Table 2 for a summary of the trip generation potential of the proposed development.

Table 2 – Trip Generation

ITE Land Use (Code)	Quantity	Unit	Daily Traffic	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
Multi-Family (Low Rise) (ITE Code 220)	264	DU	1,779	30	94	93	57

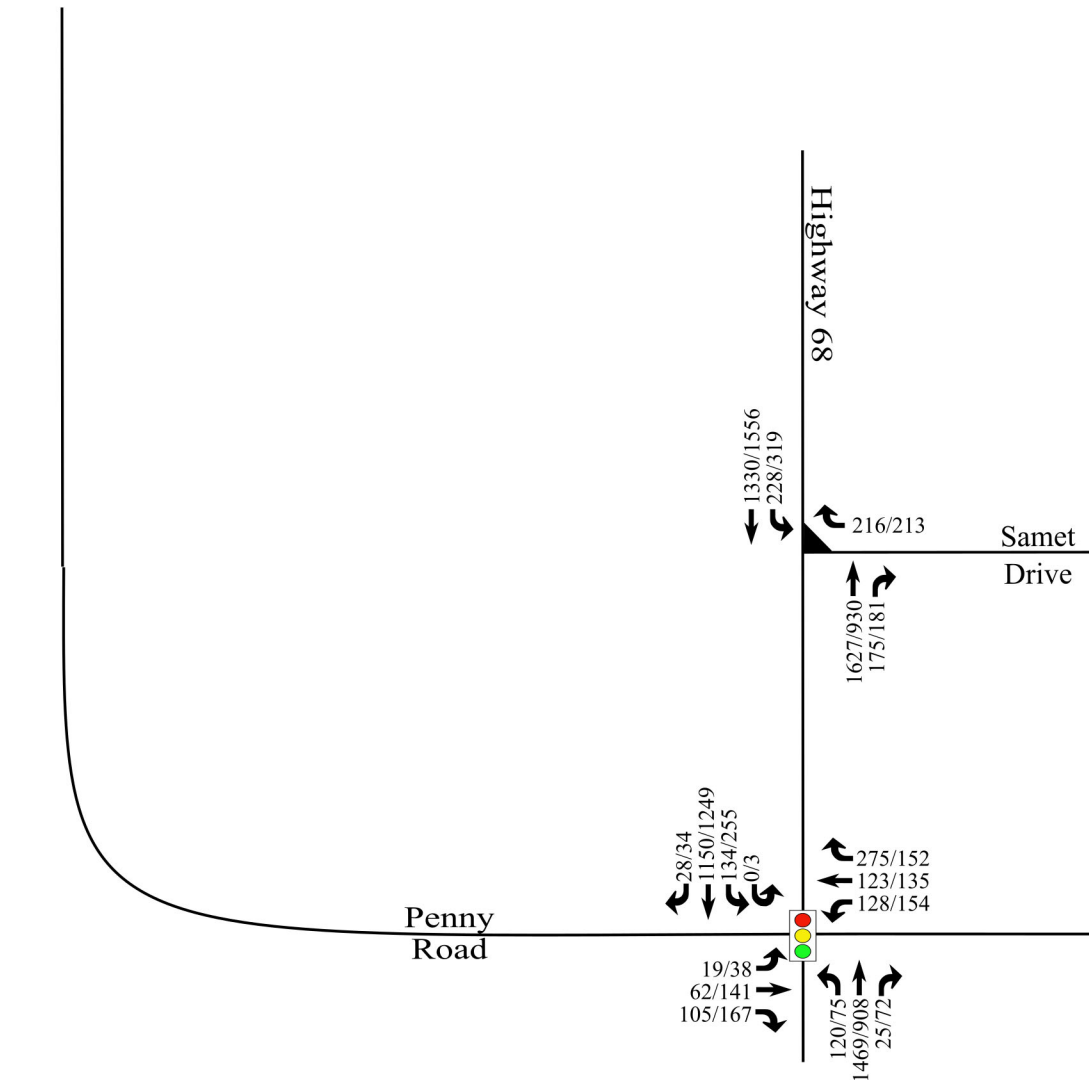
Site traffic associated with the proposed development were distributed and assigned to the roadway network based upon existing travel patterns and are summarized below:

- 35% to/from the north via NC 68
- 25% to/from the east via Penny Road
- 15% to/from the north via Penny Road
- 25% to/from the south via NC 68

Refer to Figures 6 and 7 for the site trip distributions and assignments.

2.4. Future Build Traffic Volumes

The site generated traffic volumes were added to the No-Build (2027) traffic volumes to determine the Build (2027) volumes. The Build (2027) volumes are illustrated in Figure 8.



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

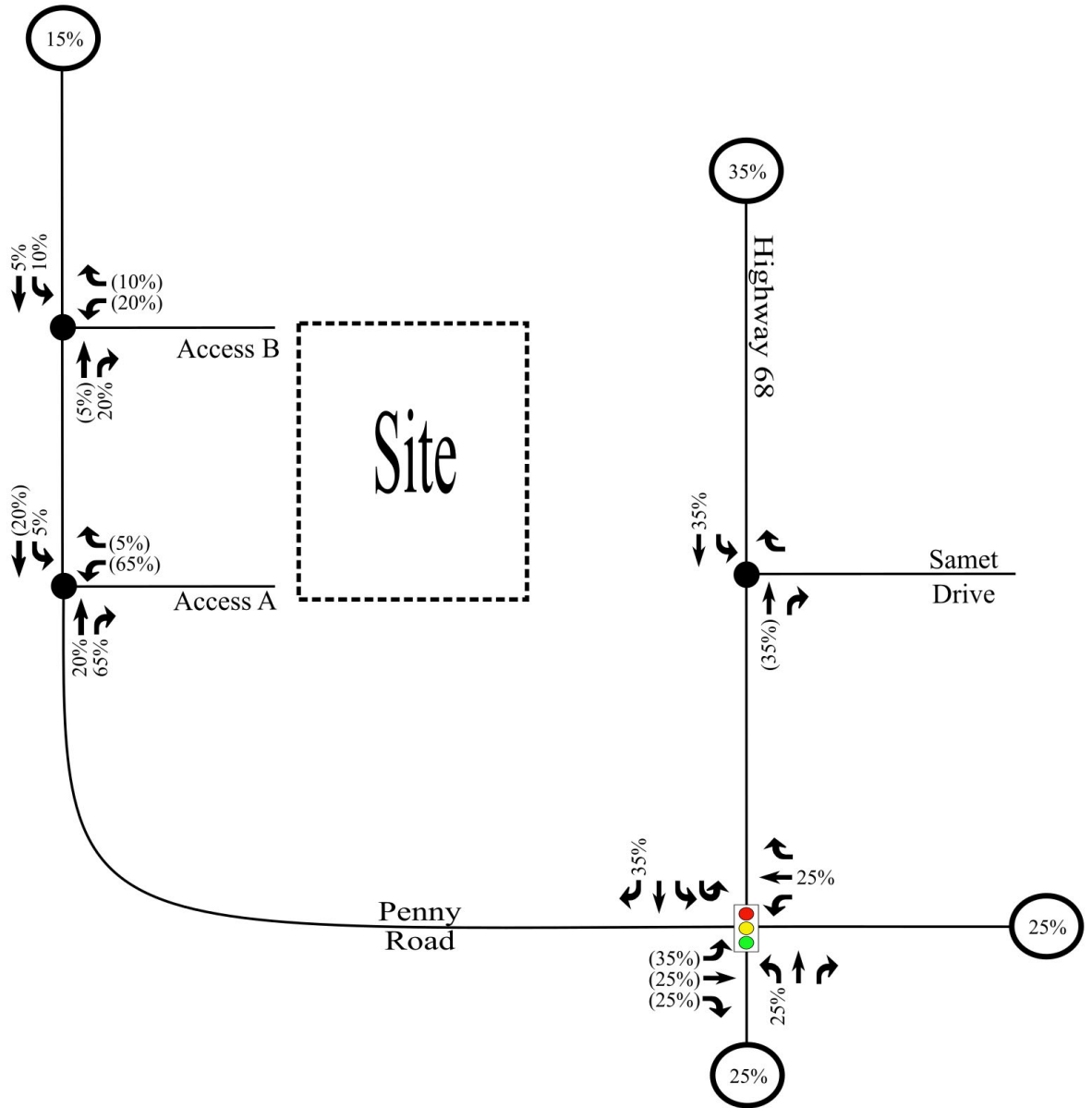
*Penny Road Multi-Family
High Point, NC*

Existing (2021)
Traffic Volumes

Scale: Not to Scale

Figure

4



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- $X\% \rightarrow$ Entering Trip Distribution
- $(Y\%) \rightarrow$ Exiting Trip Distribution
-  Regional Trip Distribution

IMPACT
Designs, Inc.

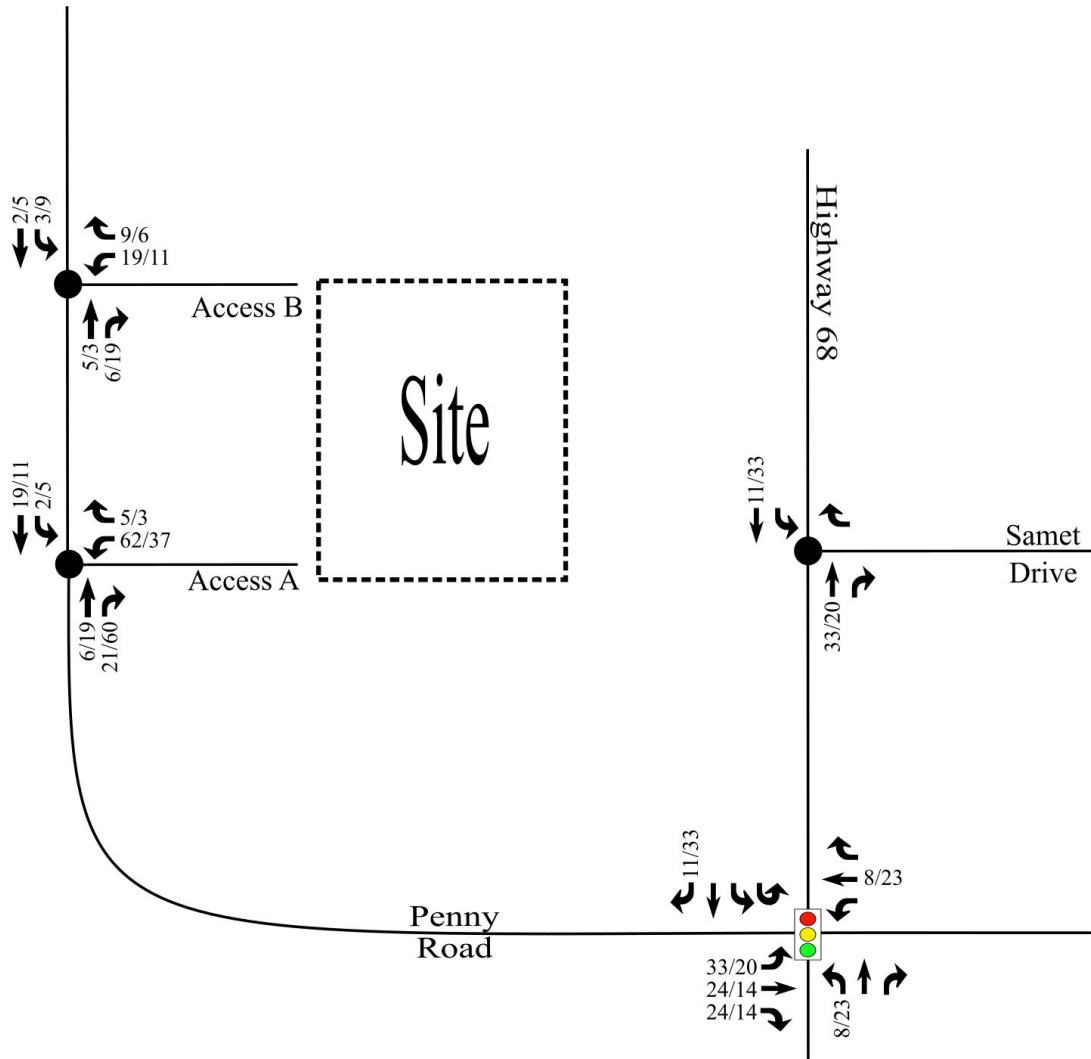
*Penny Road Multi-Family
High Point, NC*

Site Trip Distribution

Scale: Not to Scale

Figure

6



LEGEND



Signalized Intersection



Unsignalized Intersection

X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

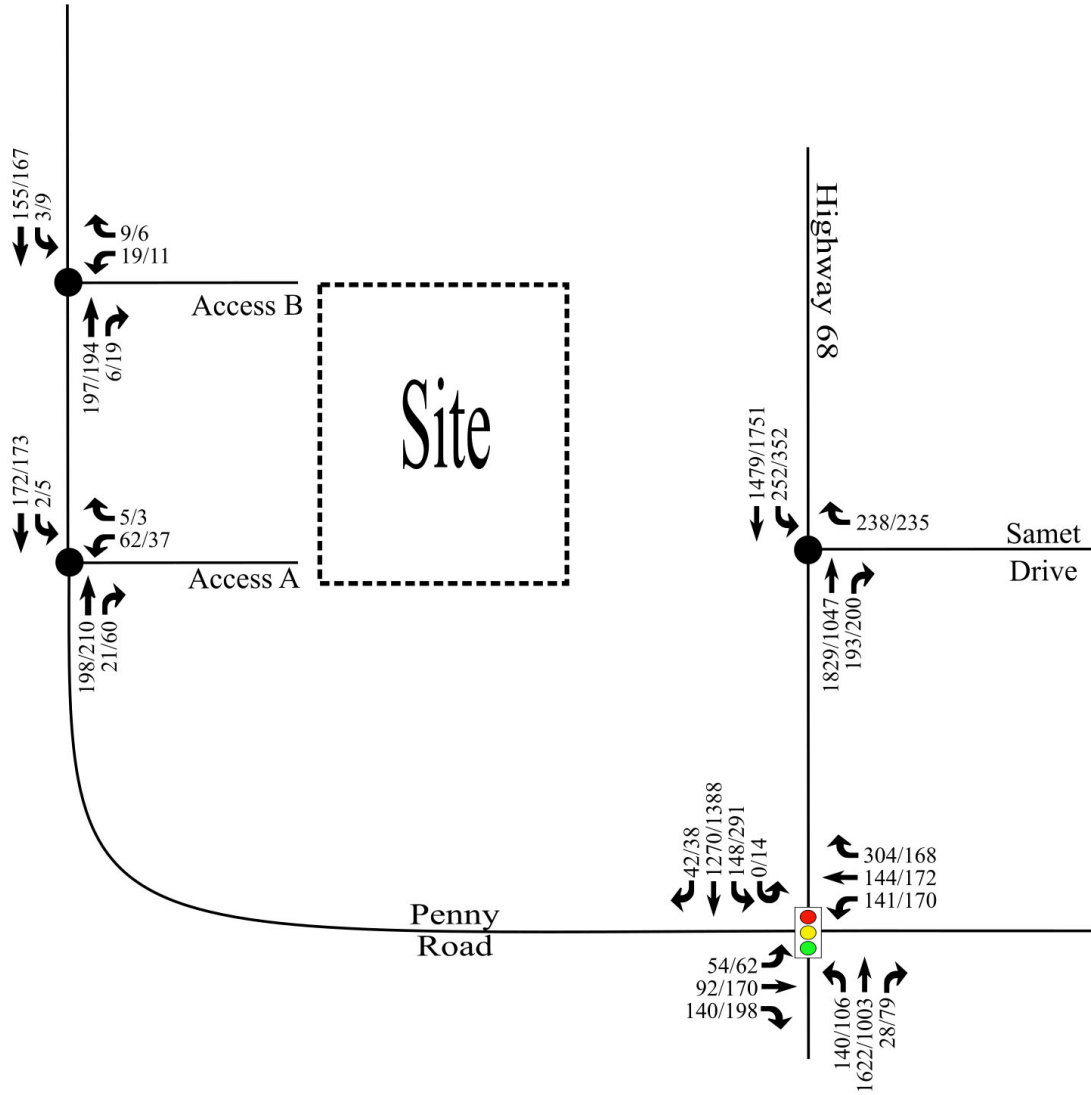
*Penny Road Multi-Family
High Point, NC*

Site Trip Assignment

Scale: Not to Scale

Figure

7



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT
Designs, Inc.

*Penny Road Multi-Family
High Point, NC*

Build (2027) Traffic Volumes

Scale: Not to Scale

Figure

8

CITY OF HIGH POINT

AGENDA ITEM



Title: Amendment 1– Public Services and Guidelines Handbook
McKim and Creed

From: Robby Stone – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: On-Call

Attachments: Attachment A – Scope of Services – Amendment to Professional Engineering Services Related to Development of a Public Services and Guidelines Handbook

PURPOSE:

This amendment modifies the original agreement entered on April 28, 2020 (PO Number 102354) with McKim and Creed for the development of the Public Services and Guidelines Handbook. Amendment #1 is necessary to continue developing the handbook and finalizing the project.

BACKGROUND:

McKim and Creed has drafted a proposed Utility Handbook, which compiles the City of High Point's design criteria, rules, regulations, specifications, and details related to water and wastewater infrastructure. As part of the handbook development, decisions were made in collaboration with City staff to recommend updates to the existing ordinances pertaining to water and wastewater infrastructure. This amendment will provide for an additional section to the Handbook, as well as assistance to the Public Services Department with the presentation of proposed ordinance changes related to water and wastewater infrastructure to City Council.

BUDGET IMPACT:

Funds for this are available in the FY 2022/2023 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of Amendment No. 1 to McKim and Creed for \$ 40,000.

August 29, 2022

200524

Mr. Derrick Boone
Assistant Public Services Director
City of High Point, Public Services
211 S. Hamilton, Room 206
High Point, NC 27260

RE: WA #3 – Professional Engineering Services Related to Development of a
Public Services and Guidelines Handbook

Dear Mr. Boone:

On behalf of McKim & Creed (Engineer), thank you for the opportunity to present this proposal for continued engineering services related to the Development of a Public Services and Guidelines Handbook.

PROJECT BACKGROUND AND UNDERSTANDING

The Engineer has drafted a proposed Utility Handbook, which compiles the City's design criteria, rules, regulations, specifications, and details related to water and wastewater infrastructure in one location. As part of the handbook development, decisions were made in collaboration with City staff to recommend updates to the City's existing ordinances pertaining to water and wastewater infrastructure. This work assignment will generally provide for an additional section to the Handbook, as well as assistance to the City with the presentation of proposed ordinance changes related to water and wastewater infrastructure to City Council. Included below is a summary of our proposed scope of services and fee related to this work assignment.

Project Scope

1. Engineer will schedule a task kick-off / review meeting with City staff to review the City's existing sewer back-up policy and discuss desired changes to the policy.
2. Based on feedback from the initial meeting discussed in Item #1, the Engineer will develop a new section covering sewer back-up policy to be added to the draft Utility Handbook. The section may be incorporated into an existing Chapter or as a new Chapter. The Engineer will submit a draft of the new policy will be submitted to the City for review, and the

Engineer will finalize the new section following review comments.

3. Following updates to the Utility Handbook detailed in Items 1 and 2 above, the Engineer will provide a preliminary list of proposed changes (summarized) to City ordinances related to water and wastewater infrastructure in table/excel format.
4. Engineer will draft revised ordinance language for each instance of required change and submit to draft language the City for review.
5. Engineer will finalize revised ordinance language following the City's review. Submission of final ordinance language will be made in Microsoft Word format and will include explanation of proposed changes to the existing ordinances using track changes.
6. Engineer will prepare presentation materials, in a format/style to be determined through discussions with City staff, for use in presenting proposed changes to City ordinances to City Council.
7. Engineer may, at the City's discretion, be present at a single City Council meeting to assist with the presentation of proposed changes.

We propose to perform these additional services on an Hourly, Not to Exceed (NTE) basis for the fee of \$40,000.00.

Please feel free to contact me with any questions.

Respectfully submitted,

McKIM & CREED, Inc.



Chris Rosenboom, PE
crosenboom@mckimcreed.com

cc: file

CITY OF HIGH POINT

AGENDA ITEM



Title: Paymentus Contract Renewal – Electronic Payment Solution

From: Jeremy Coble - Customer Service Director

Meeting Date: September 19, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By:

Attachments: Renewal Amendment

PURPOSE:

To approve contract renewal amendment to Paymentus for the City of High Point's electronic payment solution.

BACKGROUND:

The Customer Service Department and Permit Division have used Paymentus since May 21, 2018. Paymentus allows utility customers to use the following payment channels to make payments: Online, IVR, Text, Email, and Auto-Pay. The city collects approximately \$74 million annually in utility payments through Paymentus. The Permit Division also accepts online payments through the Paymentus platform. The Police Department is also currently looking into this solution for parking tickets and other payments. The estimated cost is \$485,721.51 annually with an expected growth of 4.5% annual growth over a five (5) year period. The contract is estimated based on expected adoption rates.

BUDGET IMPACT:

Funds are available in the Customer Service budget FY 2022-2023.

RECOMMENDATION / ACTION REQUESTED:

The Customer Service Department recommends approval of the contract with Paymentus and that the appropriate City official and/or employee be authorized to execute all necessary documents.

**HIGH POINT CITY COUNCIL
REGULAR MEETING
JULY 18, 2022 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

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

Upon call of the roll, the following Council Members were Present (8):

Mayor Jay W. Wagner; Mayor Pro Tem Monica Peters, Ward 3; Council Member Britt W. Moore, At Large;; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member S. Wesley Hudson, Ward 4 Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

Absent (1): Council Member Tyrone E. Johnson, At Large

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

RECOGNITIONS AND PRESENTATIONS

2022-309 Proclamation - Parks & Recreation Month

Mayor Wagner will present a proclamation to staff recognizing July 2022 as Parks & Recreation month in the City of High Point.

Mayor Wagner read the proclamation into the minutes proclaiming recognizing July 2022 as Parks and Recreation month in the City of High Point.

[Applause photo ops]

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

2022-310 Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Council Member Williams provided an update for the month of June on the Blight Reduction efforts as followed:

- 48 minimum housing cases
- 164 public nuisance cases, and collected 243 signs
- 18 zoning complaints
- 360 total nuisance cases were abated
- 9 ordinances to demolish were passed (note-owners are taking steps to repair)
- 4 properties under contract to demolish
- 64 signs collected
- One Inspector Position remains open
- 425 active cases during the report period

Lori Loosemore, Code Enforcement Manager shared a success story that included before and after photos of a home located at 208 Lawndale Avenue; gave a brief history on said property; and said that the property was currently for sale. Ms. Loosemore shared what the code enforcement did on a daily basis.

Marketing & Branding Initiative

Council Member Michael Holmes, Marketing & Branding Task Force (Task Force) Chairman reported that the Task Force did meet with CivicBrand, the consulting firm (Firm) that was leading the city's marketing and branding efforts; the Firm would be visiting at the end of August through September 1st; began the design process of the campaign; spoke to the continuing outreach to the community for feedback; and that the targeted completion to deliver the product would be around the end of 2022/beginning of 2023.

PUBLIC COMMENT PERIOD

2022-311 Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda. Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.

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

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

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

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

***Gayle Simmons**, 4414 Jamesford Dr., Jamestown, NC spoke in support of the Fair Housing Ordinance; explained what Fair Housing did; and spoke to the need to show support to the community.*

***Joe Blankinship**, 1200 Lancaster spoke in support of the Fair Housing Ordinance; asked council*

to reconsider their vote; and spoke to the needs for the community.

Robert Nichols, 1110 Campbell Street, High Point voiced concerns regarding traffic safety in his neighborhood; and requested that the city install speed bumps for traffic calming.

Mayor Wagner advised Mr. Nichols to speak to staff regarding his concerns; and for staff to provide an update at a later date.

Frank Thomas spoke in favor regarding the Fair Housing Ordinance; encourage council to reconsider their vote to assure fairness and equality for everyone.

Shawnda Sutton spoke in favor regarding the Fair Housing Ordinance; spoke to affordable housing; to the challenges and barriers faced for citizens regarding fair housing; first encounter with city was affordable housing; passion for fairness; and spoke to support from local agencies as well.

Mark Springfield, Disability Advocacy Center, Greensboro CIS referenced the disability act; voiced concerns for fair housing for individuals with disabilities; the need for a Fair Housing Ordinance; to having equal representation for everyone; and spoke to having affordable housing.

James Martin, High Point Residence voiced concerns for traffic safety throughout the city in school zones; spoke to having discussions with police officers regarding his concerns; and informed council that this issue needs to be addressed, and action taken.

Mayor Wagner advised Mr. Martin to provide staff with his contact information to further discuss his concerns.

Louis Tibadeaux, 1242 Kensington Dr spoke to the tax evaluation; requested that the city use those funds on what the city needs; and thanked council for their service to the city.

Orel Henry; James Road, stated that he currently serves as the Chair on the CAC; spoke to the Community Development's Annual Action Plan; said that the city's programs represented what the citizens need; to due diligence; and spoke to investing in the citizens of High Point

Debra Stewart, High Point Resident voiced concerns regarding the cost-of-living increase; the impact it has on affordable housing; challenges and barriers faces for individuals that are homeless; and spoke to the impact that the pandemic had on everyone.

Larry Diggs voiced concerns regarding fair housing; to issues and concerns for citizens not being addressed; to bad living conditions for rental properties; spoke to the Daniel Brooks project; and voiced the need to have local representation to assist the citizens of High Point in regard to fair housing.

Mayor Wagner closed public comment period.

FINANCE COMMITTEE - Britt Moore, Chair

Committee Members: Moore, Peters, Holmes, and Jones

Council Member Moore, Finance Committee Chairman, reported that the Finance Committee did meet on July 14, 2022, and recommended the matters under the Consent Agenda be forwarded to the City Council with a favorable recommendation for approval.

Council Member Moore then moved approval of all matters on the Finance Committee Consent Agenda. Council Member Holmes made a second to the motion. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Hudson

CONSENT AGENDA ITEMS

2022-312 Contract - Mitchell Roofing - Oakview & Morehead Recreation Centers

City Council is requested to award a contract to Mitchell Roofing in the amount of \$283,800 for roof replacement at Oakview and Morehead Recreation Centers.

A motion was made by Council Member Moore, seconded by Council Member Holmes, to approve a contract with Mitchell Roofing in the amount of \$283800 for roof replacement at Oakview and Morehead Recreation Centers. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-313 Contract - Change Order #4 Samet Corp. High Point City Lake Park Renovations-Phase 1

City Council is requested to award change order #004 to Samet Corporation for the City Lake Park Phase I Renovation project and to approve the Capital Project ordinance for the City Lake Park Phase I Renovation project.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a change order #004 to Samet Corporation for the City Lake Park Phase I Renovation project and to approve the Capital Project ordinance for the City Lake Park Phase I Renovation project. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-314 Contract - Black & Veatch - Compliance Lead & Copper Rule Revisions (LCRR) Phase 1

City Council is requested to award a contract to Black & Veatch in the amount of \$576,080 to provide assistance to the Public Services Department with developing an implementation plan to achieve compliance with the Federal Lead and Copper Rule Revisions (LCRR).

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a contract to Black & Veatch in the amount of \$576,080 to provide assistance to the Public Services Department with developing an implementation plan to achieve compliance with the Federal Lead and Copper Rule Revisions (LCRR).. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-315 Contract -Amendment #3 - Tetra Tech - Watershed Assessment Framework - Lake Modeling

City Council is requested to approve Amendment #3 with Tetra Tech in the amount of \$150,000 to continue developing the Integrated Watershed Assessment Framework (IWAF) that was co-designed by a team of City staff and Tetra Tech to meet multiple program needs for water-related project planning and program compliance.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve #3 with Tetra Tech in the amount of \$150,000 to continue developing the Integrated Watershed Assessment Framework (IWAF) that was co-designed by a team of City staff and Tetra Tech to meet multiple program needs for water-related project planning and program compliance. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-316 Contract - Carolina Environmental Systems, Inc. - Freightliner Truck Pac Mac Leaf Collection System (Leaf Vac Truck)

City Council is requested to award a contract to Carolina Environmental Systems, Inc. in the amount of \$250,196.74 for the purchase of a Freightliner truck with Pac Mac 25 cubic yard leaf collection system and declare the old truck as surplus and disposing through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a contract to Carolina Environmental Systems, Inc. in the amount of \$250,196.74 for the purchase of a Freightliner truck with Pac Mac 25 cubic yard leaf collection system and declare the old truck as surplus and disposing through the online auction process. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-317 Contract - Vanguard Truck Centers - Three (3) Auto Car Trucks New Way Side Loading Refuse Bodies

City Council is requested to award a contract to Vanguard Truck Centers in the amount of \$1,098,057 for the purchase of three (3) Auto Car Trucks New Way Side Loading Refuse Bodies and declare three (3) current spare trucks as surplus and disposing through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a contract with Vanguard Truck Centers in the amount of \$1,098,057.00 for the purchase of three Auto Car Trucks New Way Side Loading Refuse Bodies and declare three current spare trucks as surplus and disposing through the online auction process. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-318 Contract - James River Equipment - Two (2) John Deere 524P Wheel Loaders

City Council is requested to award a contract to James River Equipment in the amount of \$380,680 for the purchase of two (2) John Deere 524P wheel loaders and declare the old loaders as surplus and disposing through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a contract to James River Equipment in the amount of \$380,680.00 for the purchase of two John Deere 524P wheel loaders and declare the old loaders as surplus and disposing through the online auction process. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-319 Contract - Breece Enterprises, Inc. - 2022-004 Storm Water Maintenance

City Council is requested to award a contract to Breece Enterprises, Inc. in the amount of \$499,900 for maintenance, repair, and installation of storm water infrastructure and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes to approve a contract to Breece Enterprises, In. in the amount of \$499,900.00 for maintenance, repair, and installation of storm water infrastructure and that the appropriate City official and/or employee be authorized to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-320 Contract - Lumen Technologies - Internet / Intranet Services

City Council is requested to award a contract to Lumen Technologies in the amount of \$610,505.04 yearly to migrate its Internet and Intranet services circuits to improve its network infrastructure and reduce costs and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes approve a contract to Lumen Technologies in the amount of \$610,505.04 yearly to migrate its Internet and Intranet services circuits to improve its network infrastructure and reduce costs and that the appropriate City official and/or employee be authorized to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-321 Contract - 5S Technologies - Fortinet SD-WAN

City Council is requested to award a contract to 5S Technologies in the amount of \$585,828.00 for the purchase of SD-WAN (Software Defined - Wide Area Network) appliances to implement a secure efficient network overlay on top of intranet network circuits and that the appropriate City official and/or employee be authorized to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes to award a contract to 5S Technologies in the amount of \$585,828.00 for the purchase of SD-WAN (Software Defined - Wide Area Network) appliances to implement a secure efficient network overlay on top of intranet network circuits and that the appropriate City official and/or employee be authorized to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

PUBLIC HEARINGS

2022-323 Public Hearing - Resolution-Interlocal Agreement--2019 Edward Byrne Memorial Justice Assistance Grant (JAG)

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Council Member Moore opened the public hearing.

Council Member Jones noted that the Public Safety Committee did present this item at their last meeting.

Council Member Moore asked if there was anyone who wished to speak on this item; hearing none the public hearing was closed.

A motion was made by Council Member Moore, seconded by Council Member Peters, to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-324 Public Hearing - Performance Based Incentives - Wythe Advantage, Inc. dba as Coldwell Banker Advantage - The Bedrock 275 N. Elm Street

City Council is requested to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm Street) in the amount of \$350,389 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Council Member Moore opened the public hearing.

Sandy Dunbeck, Economic Development Director reported that the High Point City Council is asked to consider a request from Wythe Advantage, Inc. dba as Coldwell Banker

Advantage, to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm St., 27262) in the amount of \$350,389. Coldwell Banker Advantage, part of Coldwell Banker Real Estate LLC, is an American real estate franchise owned by Realogy, a Fortune 500 company since 2013. The company would relocate their existing High Point staff and sales operation of 38 people and over 36 months and anticipates growing by 15% per year or an additional 21 sales positions meeting the Guilford County average wage of \$53,994. The company would lease 5,605 square feet of office space on the first and second floors for five years with options to renew at The Bedrock, the first building of The Outfields, in High Point at 275 N. Elm Street. The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues. The High Point Economic Development staff recommends that City Council authorize performance-based incentives for the project in the amount of \$350,389 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives; noted that the company would be making a decision in the next 30 days; and recognized Kevin Jay, Coldwell Banker Advantage to speak on this matter.

Mr. Jay shared a brief history regarding Coldwell Banker Advantage; each franchise was running independently; gave glance of company; explained what the company did; spoke to being an advocate for responsible development and growth in the community; to being a source of industry information, education for members, community and government officials; to the volunteer efforts and support for Habitat for Humanity and other organizations; and thanked everyone for their consideration and time.

Council Member Moore asked if there was anyone who would like to speak on this item; hearing none the public hearing was closed.

A motion was made by Council Member Moore, seconded by Council Member Peters, to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm Street) in the amount of \$350,389 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-325 Public Hearing - Performance Based Incentives - Ethnicraft USA - Gallimore Industrial Center at 750 Gallimore Dairy Rd

City Council is requested to authorize performance-based incentives for Ethnicraft USA for an expansion project in the Gallimore Industrial Center at 750 Gallimore Dairy Rd. in the amount of \$127,949 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Council Member Moore opened the public hearing.

Sandy Dunbeck, Economic Development Director reported that the High Point City Council is asked to consider a request from Ethnicraft USA, to authorize performance-based incentives for an expansion project in the Gallimore Industrial Center at 750 Gallimore Dairy Rd., 27265 in the amount of \$127,949. Ethnicraft is a Belgian-based furniture design and manufacturing company. Ethnicraft USA is the company's U.S. presence, currently located in High Point, for warehousing and distribution. To meet growing demand, Ethnicraft USA is considering building a new warehouse and distribution facility. The company would construct a new facility in High Point at 750 Gallimore Dairy Rd. to add 160,000 square feet expandable to 240,000 sf. The company would retain 41 existing positions and add 25 new positions paying above the Guilford County average wage. The project would cause the investment of \$17,920,000 in real and personal property. The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues. The High Point Economic Development staff recommends that City Council to authorize performance-based incentives for the project in the amount of \$127,949 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Stephane Huybrecht, COO Ethnicraft USA extended greetings; shared details regarding the expansion project in the Gallimore Industrial Center at 750 Gallimore Dairy Rd., 27265; gave a brief history about the company; outlined the need for more space/expansion; spoke to why the city of High Point would be a good fit; said that 25 jobs would be created in the project were to move forward; and entertained questions.

Mayor Pro Tem Peters thanked Mr. Huybrecht for considering High Point.

Council Member Holmes thanked Mr. Huybrecht for his commitment in building more U.S. companies.

Council Member Moore asked if there was anyone who would like to speak on this item; hearing none the public hearing was closed.

A motion was made by Council Member Moore, seconded by Council Member Holmes, to authorize performance-based incentives for Ethnicraft USA for an expansion project in the Gallimore Industrial Center at 750 Gallimore Dairy Rd. in the amount of \$127,949 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

REGULAR AGENDA ITEMS

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams,
Chair

2022-326 Ordinance - Demolition of Dwelling - 1407 East Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1407 East Avenue belonging to Jesuel Paulino.

Lori Loosemore, Code Enforcement Manager provided a summary of the violations for said property; the first inspection was on March 28, 2019; no one appeared at the hearing on March 23, 2022; an order to repair/demolish was issued on March 23, 2022 with an compliance date of April 25, 2022. Staff is requesting to approve an ordinance to demolish the property located at 1407 East Avenue.

Council Member Williams asked if there was anyone who wished to speak on this item Hearing none, council proceeded to vote as followed:

A motion was made by Council Member Williams, seconded by Council Member Hudson, to adopt an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1407 East Avenue belonging to Jesuel Paulino. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-327 Ordinance - Demolition of Dwelling - 1707 Welborn Street

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1707 Welborn Street belonging to Antonio Sanchez Perez.

Lori Loosemore, Code Enforcement Manager provided a summary of violations for said property; no one appeared at the hearing on December 21, 2021; an order to repair/demolish was issued on December 21, 2021, with an compliance date of January 24 2022. Staff is requesting to approve an ordinance to demolish the property located at 1707 Welborn Street.

Council Member Jones asked if the taxes were current on said property. Ms. Loosemore replied, "yes".

Council Member Jefferson inquired on the violations for said property that resulted in a demolition order. Ms. Loosemore explained the condition of said property; outlined the details of the violations; the Fire Department made staff aware of the safety concerns; and that the home was constructed in 1924.

Council Member Williams spoke to the demolition process that included the criteria percentage that had to be met; and noted that staff will always work with citizens regarding opportunities.

Discussion took place regarding the process after an approval of a demolition order; the impact that home with major violations had on neighborhoods; and the process regarding prioritizing homes that were safety hazards.

Council Member Williams asked if there was anyone who wished to speak on this item. Hearing none, council proceeded to vote as followed:

A motion was made by Council Member Williams, seconded by Council Member Moore, to adopt an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1707 Welborn Street belonging to Antonio Sanchez Perez. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-275 Pending-Ordinance - Demolition of Dwelling - 2315 E. Green Drive

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 2315 E. Green Drive belonging to Rosalva M. Turcios.

A motion was made by Council Member Williams, seconded by Council Member Moore, to pull this item out of pending. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

Lore Loosemore, Code Enforcement Manager noted that this item was originally presented to council on June 6, 2022; and was placed in pending.

Council Member Williams asked if there was anyone who wished to speak on this item. Hearing none, council proceeded to vote as followed:

A motion was made by Council Member Williams, seconded by Council Member Hudson, to adopt an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 2315 E. Green Drive belonging to Rosalva M. Turcios. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

PUBLIC HEARINGS

2022-329 Public Hearing - Community Development & Housing 2022-23 Annual Action Plan

Community Development & Housing staff will present the 2022-23 Annual Action Plan and requests approval of the 2022-23 Annual Action Plan, and authorization of the appropriate City official and/or employee to execute all necessary documents.

Nena Wilson, Interim Director comm housing; made PPP on 2022-23 Annual Action Plan; said that the U.S. Department of Housing and Urban Development (HUD) awards grants to eligible grantees to carry out a wide range of community development activities such as strengthening neighborhoods, affordable housing, and public services. The City of High Point is required to submit an annual action plan to HUD to qualify for an allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. A public hearing before Council is required before submission to HUD. The City has received official notice of its HUD allocations for the next fiscal year. Upon approval of the plan by HUD, the City will receive an allocation of \$907,786 for CDBG and \$601,178 for the HOME program. Staff reviewed the annual action plan with the Citizens Advisory Council at their regularly scheduled meeting on June 23, 2022; the action plan was unanimously recommended for Council approval. The Community Development and Housing Department recommends approval of the 2022-23 Annual Action Plan after the public hearing is held, and authorization of the appropriate City official and/or employee to execute all necessary documents.

Council Member Williams opened the public hearing.

Council Member Williams asked if there was anyone who wished to speak on this item. Hearing none, the public hearing was closed.

A motion was made by Council Member Williams, seconded by Council Member Hudson, to approve the 2022-23 Annual Action Plan, and authorization of the appropriate City official and/or employee to execute all necessary documents. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

INTRODUCTION-NEW ASSSITANT CITY MANAGER, PLANNING & DEVELOPMENT DIRECTOR

Tasha Logan Ford, City Manager introduced and provided a brief background for the new Assistant City Manager Damon Dequenne; and the new Planning and Development Director Sushil Nepal.

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner**2022-330 Resolution of Intent Annexation 22-04**

Approval of a Resolution of Intent to establish a public hearing date of August 15, 2022, to consider a voluntary contiguous annexation of approximately 140 acres. The site is located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road. The annexation site is also known as Davidson County Tax Parcels Parcel 16-312-0-000-0072, 16-312-0-000-0066, 16-312-0-000-0067, 16-312-0-000-0072B and Randolph County Tax Parcel 6309.

A motion was made by Mayor Wagner, seconded by Council Member Peters, to adopt a Resolution of Intent to establish a public hearing date of August 15, 2022, to consider a voluntary contiguous annexation of approximately 140 acres. The site is located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road. The annexation site is also known as Davidson County Tax Parcels Parcel 16-312-0-000-0072, 16-312-0-000-0066, 16-312-0-000-0067, 16-312-0-000-0072B and Randolph County Tax Parcel 6309. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

PUBLIC HEARINGS**2022-331 City of High Point Zoning Map Amendment 22-13**

A request by the High Point City Council to rezone three properties, totaling approximately 8.5 acres, as part of the Comprehensive Zoning Map Amendment Project. This request will rezone this area from a Conditional Use Limited Business (CU-LB) District to the Limited Business (LB) District. The parcels are located south of E. Martin Luther King Jr. Drive and west of Packrite Court (3128, 3136 and 3138 E. Martin Luther King Jr. Drive).

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner-Planning and Development Department reported that the Planning and Zoning Commission reviewed this request at their May 24, 2022, public hearing; and that a recommendation for approval of the request by staff and the commission was outlined in the staff report. A request by the High Point City Council to rezone three parcels, totalling approximately 8.5 acres, as part of the Comprehensive Zoning Map Amendment Project. This request focuses on a commercial development located at the southwest corner of E. Martin Luther King Jr. Drive and Packrite Court. The parcels are addressed as 3128, 3136 and 3138 E. Martin Luther King Jr. Drive; the purpose of the Comprehensive Zoning Map Amendment Project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A primary goal of the project is to remove improper or obsolete

zoning districts that may be acting as a barrier to development. The Comprehensive Zoning Map Amendment Project was initiated in 2017. The city council initiated this current fourth round of zoning evaluation, associated with this request, in December 2020. The site is currently developed with a 48,000+ square foot commercial center and a exterior self storage facility. The current Conditional Use Permit (CU) was established in 1988 under a Development Ordinance that was adopted in 1985. Since 1988, two complete development ordinance revisions were adopted in 1992 and 2017. Zoning conditions established under the existing CU have mostly been addressed over the past 34 years with development of the site, updates to the Development Ordinance and road improvements. Staff recommends removal of the CU zoning conditions and instead have the site be governed by the current LB District standards based on the following: Perimeter and parking lot landscaping conditions; right of way dedication and road improvements; and limiting the number of access points to E. martin Luther King Jr Drive. Mr. Shannon concluded that staff finds that the requested rezoning is consistent with adopted policy guidance; and reasonableness/public interest; and recommends approval of the request to rezone their 8.5-acre tract of land from a CU-LB District to the LB District.

Mayor Wagner asked if anyone would like to speak on this item. Hearing none, the public hearing was closed.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Peters, to rezone three properties, totalling approximately 8.5 acres, as part of the Comprehensive Zoning Map Amendment Project. This request will rezone this area from a Conditional Use Limited Business (CU-LB) District to the Limited Business (LB) District; and is consistent with the city's adopted policy guidance, and reasonable and in the public's interest. The parcels are located south of E. Martin Luther King Jr. Drive and west of Packrite Court (3128, 3136 and 3138 E. Martin Luther King Jr. Drive). The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

Consistency and Reasonableness Statements

That Zoning Map Amendment 22-13 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the various land use classifications governing this area of the city. Furthermore, the request is reasonable and in the public interest because the initially established conditions have been met or are now governed by standards of the Development Ordinance.

2022-332

Apple Rei Fund LLC and Saferight heirs Annexation 22-03

A request by Apple Rei Fund LLC and the heirs of Grady and Wilma Saferight et al to consider a voluntary contiguous annexation of an approximate 37.3 acres located northwest of the intersection of Harvey Road and Jewel Avenue, lying between Harvey Road and the eastern terminus of Shorewell Drive. The annexation site is known as Guilford County Tax Parcels 161060, 161075 (portion), 161076, 161086, 161087 and

161098.

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner-Planning and Development Department reported that a recommendation for approval was outlined in the staff report attached. The applicant is requesting annexation to have access to City utilities to facilitate development of a single-family subdivision. This property is situated in the south-eastern portion of the City's planning area and is designated on the adopted Land Use Map for Moderate-Density Residential land uses. There have been several annexation approvals to allow a variety of residential uses in this portion of the City's Planning area since the 1990s. The site abuts the City's corporate limits along its northern and western boundary. There are also additional lands to the south, along Harvey Road and E. Martin Luther King Jr. Drive, that are also within the city limits. This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site is generally surrounded by the City's corporate limits. City services and service vehicles are already present in this area and the annexation of the 37.3-acre tract of land will not negatively impact the City's ability to provide services in this area.

Mayor Wagner asked if anyone would like to speak on this item. Hearing none, the public hearing was closed.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, to approve a request by Apple Rei Fund LLC and the heirs of Grady and Wilma Saferight et al to consider a voluntary contiguous annexation of an approximate 37.3 acres located northwest of the intersection of Harvey Road and Jewel Avenue, lying between Harvey Road and the eastern terminus of Shorewell Drive. The annexation site is known as Guilford County Tax Parcels 161060, 161075 (portion), 161076, 161086, 161087 and 161098. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

2022-333 Efincia Companies, Inc. Zoning Map Amendment 22-14

A request by Efincia Companies, Inc., to rezone approximately 2.9 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Residential Multifamily - 16 (CZ RM-16) District. The site is located along the north side of Futrelle Drive, approximately 300 feet west of Bridges Drive (1817 Futrelle Drive).

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner-Planning and Development Department reported that the Planning and Zoning Commission reviewed this request at their June 28, 2022, public hearing. The commission and staff recommended denial of this request as outlined in the staff report attached; and noted that a zoning map amendment application that received a recommendation for denial from the Planning and Zoning Commission shall only be approved by the city council with a two-thirds majority voted of the city council members present and voting. The applicant is requesting rezoning to a CZ RM-16 District to support

development of a multifamily project. Based on a cursory review of a non-binding sketch plan, a 46-unit, 3-story multifamily building is under consideration to be developed on the site. In conjunction with this zoning application, a conditional zoning ordinance has also been submitted. This corresponding ordinance proposes a single condition that limits building heights on the zoning site to 50 feet. The zoning site is located in the middle of a single family neighborhood, lying between Eastchester Drive and N. University Parkway, which developed between the 1940s and mid-1960s. Over the decades, the land surrounding this neighborhood has developed with higher intensity residential, office and commercial uses. Parcels along the Eastchester Drive frontage of this neighborhood have gradually been converted to various lower intensity commercial zoning districts and developed with various office and personal service uses. However, the central core of this neighborhood has remained mostly unchanged. Staff is not in opposition to the establishment of higher density residential land uses in this area, but the way development occurs is of concern. As noted in the zoning history, staff has previously supported the area being developed for a shopping center, but that applicant proposed rezoning the entire area for a single, unified commercial development, not a single parcel in the middle of the neighborhood. While this request is not directly inconsistent with land use policy, there are concerns about compatibility with the adjacent single-family homes on abutting parcels. One may argue in support of this request that land adjacent to the west of the site have develop with various higher-density residential development, which take access from a separate non-connected street (Chesterwood Drive). Furthermore, the pattern of development along Chesterwood Drive is different as the various multifamily and twinhome developments are larger in area and are not surrounded by lower intensity residential uses. As the zoning site is not situated at the perimeter of this neighborhood, access can only be gained through single family residential development. A more desirable development pattern would be to assemble abutting parcels and to develop the entire area bounded by Futrelle Drive and Bridges Drive (land lying north of Futrelle Drive and west of Bridges Drive) as multifamily rather than one parcel in the middle of a single-family area. Therefore, this request cannot be fully supported. Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations; and that Zoning Map Amendment 22-14 is not consistent with the City's adopted policy guidance.

Mayor Wagner inquired on existing properties in comparison to said request that were approved. Mr. Shannon explained that there were two different policies with different standards; and outlined the differences.

Council Member Holmes asked if the applicant offered to make changes or reduce density. Mr. Shannon replied the staff was not in opposition to the establishment of higher density residential land uses in this area, but eh way development occurs was of concern; and that staff would evaluate in more details.

Eric Dickinson, 603-A Eastchester Drive, High Point, Manager for Efincia Companies, LLC and the applicant's representative outlined the proposal to develop a multifamily development that would be targeted to the 55 and older populations; listed the advantages that the units would have; there would be 46 units; said that he would be happy to make

accommodations; said that the request was consistent with the city's growth; and entertained questions.

Mayor Wagner asked if an impact traffic study was required; if the developer could install a privacy fence on said property; and inquired on buffer requirements. Mr. Shannon replied, "no", that a traffic study was not required; a fence could be installed between the property and adjacent to the other property; explained the buffering requirements; and stated that if changes were considered, that it could not be approved tonight; and that staff could provide changes at the next council meeting.

Council Member Holmes if there was a retention pond. Mr. Dickinson replied "yes".

Council Member Moore asked how many cars would fit in the parking lot for the proposed units. Mr. Dickinson responded that there would be around 70-75 parking spaces.

Mayor Wagner opened the floor to anyone who wished to speak.

Speaking in opposition to the request were **Ms. Debbie Darby**, 1813 Futrelle Drive; **Mrs. Nichole Arnold**, (provided council with letters of opposition from the neighborhood) 1610 Bridges Drive; **Ms. Martha Stewart** 436 Chesterwood Court and **Ms. Tammy Slate**, 1815 Futrelle Drive. These speakers noted the following concerns: Inconsistent with adjacent properties and character of the area: Concern with the placement of a large multifamily structures in the middle of a single family area and within 15-feet of their rear property lines. The proposed multifamily development is inconsistent with established development along Futrelle Drive, which is primarily single family homes. Traffic Impact: Futrelle Drive is a narrow neighborhood street and not designed for higher trip volumes. The primary access drive to the site lies between two single family homes and they will be negatively impacts by noise, headlights and service vehicles (garbage trucks and delivery vehicles).

Mayor Wanger closed the public hearing.

Council Member Holmes asked if emergency services evaluated the impact for that their services could have regarding the entry ways. Mr. Shannon replied that all standard were met with the developers.

Mayor Wagner made a motion; seconded by Council Member Jones to approve this request and that the request is reasonable and consistent due to existing location adjacent to the multi development to include a privacy fence.

Mayor Wagner opened the floor for debate.

Council Member Holmes voiced concern regarding the one access point for entry and exit; traffic; and the need for improvement for the proposed development.

Mr. Dickinson said that only one access point was needed.

Mr. Shannon advised that no decision had to be made tonight.

Mayor Pro Tem Peter thanked everyone who came out to speak regarding this matter.

Mayor Pro Tem Peters made a substitute motion to table this matter to allow staff to work with the applicant on recommendations and or proposed changes.

JoAnne Carlyle advised staff to readvertise the matter and bring it back to council.

Mr. Shannon said that the public hearing would be reopened to address proposed changes.

Mayor Wagner rescinded closing the public hearing to allow staff to bring back this matter to council at a later date.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Peters, to place this matter in pending until the September 19, 2022, meeting of council. The motion carried by the following 6-2 vote:

Aye (6): Mayor Wagner, Mayor Pro Tem Peters, Council Member Jefferson, Council Member Williams, Council Member Jones, and Council Member Holmes

No (2): Council Member Moore, and Council Member Hudson

Absent (1): Council Member Johnson

2022-334 Genrock Capital Management Zoning Map Amendment 22-15

A request by Genrock Capital Management to rezone approximately 1.7 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Office Institutional (CZ-OI) District. The site is located at the northwest corner of Eastchester Drive and Ramsay Street (2525 Eastchester Drive).

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner-Planning and Development Department reported that the Planning and Zoning Commission reviewed this request at their June 28, 2022, public hearing; and that a recommendation for approval of the request by staff and the commission was outlined in the staff report. The applicant is requesting rezoning of this site to a CZ-OI District to support construction of a child daycare facility. In conjunction with this request, the applicant has submitted a Conditional Zoning Ordinance in which conditions have been offered to prohibit vehicle driveway access from Eastchester Drive and to condition the location of vehicular access from Ramsay Street. Based on prior City Council actions (denial of ZA-05-25 and approval of ZA-06-06), City Council has set policy to seek lower intensity commercial land uses or office type uses on lands at the intersection of Eastchester Drive and Ramsay Street. Although this application is to support a child daycare center, staff review takes into consideration all uses permitted in the OI District. Based upon allowable uses of the OI District and vehicular access conditions offered by the applicant, the requested CZ-OI District is consistent with land use policies established by City Council for this intersection. Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and

is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations. Staff is recommending approval of the request to rezone this 1.7-acre parcel to a CZ-OI District; the request would be compatible with the surrounding area and in conformance with adopted policy guidance documents.

Mr. William Pierquet-Development Consultant, Stonefield Real Estate Solution (representing the applicant); outlined the proposal to redevelop this site with a child daycare center facility; spoke to the benefits of the proposed location; the daycare would provide services for infants through kindergarten; and entertained questions.

Mayor Wagner asked if there were anyone present who would like to speak on this matter. Hearing none, the public hearing was closed.

A motion was made by Mayor Wagner, seconded by Council Member Williams, to approve a request by Genrock Capital Management to rezone approximately 1.7 acres from the Residential Single Family - 3 (R-3) District to a Conditional Zoning Office Institutional (CZ-OI) District; and is consistent with the city's adopted policy guidance, and reasonable and in the public's interest. The site is located at the northwest corner of Eastchester Drive and Ramsay Street (2525 Eastchester Drive). The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

Consistency and Reasonableness Statements

That Zoning Map Amendment 21-15 is consistent with the City's adopted policy guidance because the proposed zoning map amendment supports established policy guidance documents and policy set by prior zoning approvals at this intersection. Furthermore, the request is reasonable and in the public interest because the requested CZ-OI District is similar to previous zoning approvals granted at the intersection of Eastchester Drive and Ramsay Street.

GENERAL BUSINESS AGENDA

2022-335 Minutes To Be Approved

June 2, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

June 6, 2022, Special Meeting Minutes @ 4:30 p.m.

June 6, 2022, Regular Meeting Minutes @ 5:30 p.m.

A motion was made by Council Member Hudson, seconded by Council Member Holmes, to approved the minutes. The motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

At 9:00 p.m., Council Member Hudson moved to enter Closed Session pursuant to N.C. General Statute 143-318.11(a)() for Personnel. Council Member Moore made a second to the motion which carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Johnson

Upon reconvening into Open Session at 9:19 p.m., Mayor Wagner announced there would be no action taken as a result of the Closed Session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:20 p.m. upon motion duly made by Council Member Hudson and second by Council Member Peters.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Airport Overlay District Land Use Policy Evaluation

From: Heidi Galanti, Planning Administrator

Meeting Date: September 19, 2022

Public Hearing: Yes

Advertising Date: September 7, 2022 and
September 14, 2022

Attachments: A. Resolution
B. Evaluation

Advertised By: Planning & Development

PURPOSE:

To assess the impact of the changes to the Airport Overlay District on land use policy.

BACKGROUND:

Based on the recommendations of the PTIA Part 150 Update Assessment presented to City Council in July 2021, the City of High Point Planning and Development Department conducted a land use policy evaluation of the recommended changes to the Airport Overlay (ARO) district to look at the potential need for changes to land use policy for the impacted area. The study area includes the current Airport Overlay District, which contains approximately 11,835 acres. The area is split 50%-50% inside the city and outside the city, with approximately 5,916 acres inside and approximately 5,919 outside of city limits. The ARO is only applicable to properties inside city limits. Once property is annexed, then the district is automatically applied. The attached report includes the recommendation for three changes to current land use policy: two policy recommendations and one Land Use Plan amendment.

The draft document was posted for public review on the City's website on May 24, 2022, and on June 27, 2022, a public information meeting was held at River Landing to present the recommendations and answer questions. Approximately 25 people attended the meeting. On July 26, 2022, the Planning and Zoning Commission held a public hearing.

Speaking on the request:

Heidi Galanti provided an overview of the evaluation to the Commission.

No public comments were received on this public hearing item.

Mr. Walsh made a motion to recommend the evaluation to City Council and it was seconded by Mr. Juszczak. The motion passed by a vote of 7-0.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Planning and Zoning Commission Action

The Planning and Zoning Commission recommended *approval* of this request by a vote of 7-0.

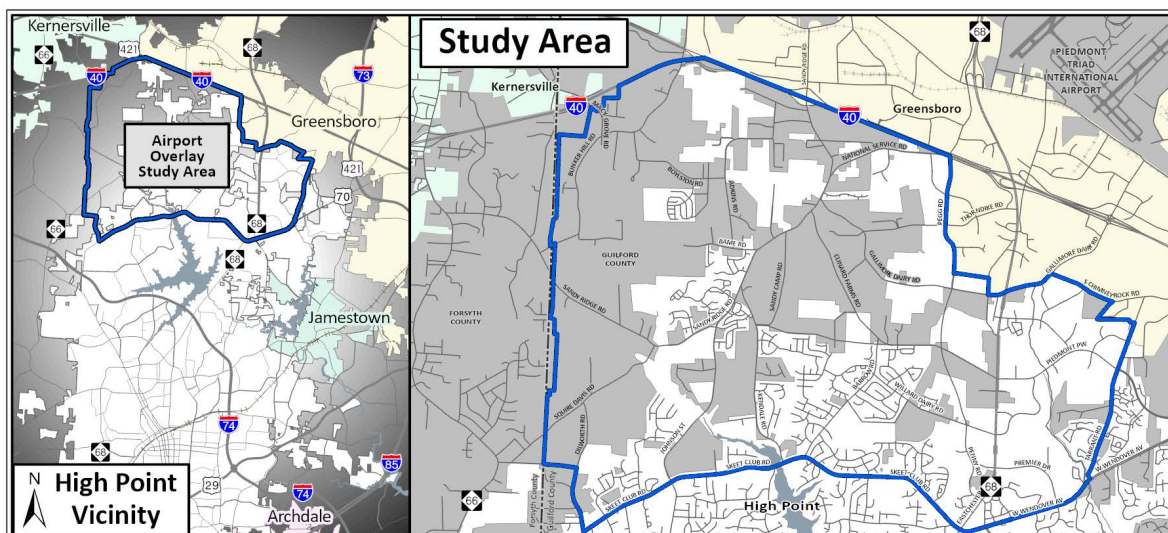
Airport Overlay District Land Use Policy Evaluation

Purpose

The purpose of this evaluation is to follow-up on the recommendations of the *PTIA Part 150 Update Assessment* that was presented to City Council and endorsed on July 19, 2021. The assessment provided an analysis of the results of the *Piedmont Triad International Airport Part 150 Update* and made recommendations concerning the Airport Overlay (ARO) district boundaries and text amendments to the Development Ordinance. It also called for an evaluation of land use policy due to the recommended overlay boundary changes. This land use policy evaluation will look at the recommended changes to the ARO and evaluate the potential need for changes to land use policy for the impacted area.

Study Area

The study area includes the entire Airport Overlay District, which contains approximately 11,835 acres. The area is split 50%-50% inside the city and outside the city, with approximately 5,916 acres inside and approximately 5,919 outside of city limits.



Background

PTIA Part 150 Update Assessment (July 2021)

The assessment recommended eight changes (Areas A – H) to the ARO boundaries [See Map 1: Proposed Airport Overlay District]. These changes, if adopted by City Council, will have impacts on allowable land uses within the area. The changes to the ARO district necessitate an evaluation of the land use policy for these areas to ensure they are in alignment with one another.

The table below shows the summary of the changes within each ARO zone and the total change within the entire overlay. In general, there was a shift from the lower, more restrictive zones to the higher, less restrictive zones and a total reduction of the overlay by approximately 2,793 acres.

Summary of Proposed ARO Zone Change

ARO Zone	Existing ARO	Proposed ARO	Acreage Change
Zone 4	5,756	4,499	- 1,257
Zone 3	2,294	2,124	-170
Zone 2	2,573	1,440	- 1,133
Zone 1	1,212	979	- 233
Total	11,835	9,042	-2,793

ARO District

The purpose of the Airport Overlay (ARO) district is to establish noise mitigation measures and prohibit certain uses in the vicinity of the Piedmont Triad International Airport (PTIA) and to:

1. Facilitate orderly development around PTIA;
2. Ensure land use compatibility by protecting noise sensitive uses from objectionable aircraft noise impacts;
3. Mitigate noise impacts from aircraft overflights; and
4. Contribute to the safe operation of the airport.

The four zones of the ARO district contain the following requirements:

- Zone 1: The intent of Zone 1 is to prevent the development of land uses sensitive to objectionable noise resulting from daytime and nighttime aircraft flights, such as schools, hospitals, and other places where there would be large groupings of people on the ground, and those uses that could pose safety hazards to aircraft. No new residential uses are allowed. Zone 1 boundaries are generally based on the 65 Day-Night Average Sound Level (DNL) contour, which represents average daily sound levels of 65 decibels.
- Zone 2: The intent of Zone 2 is to prevent the development of land uses sensitive to objectionable noise resulting from nighttime aircraft flights. No new residential uses are allowed. Zone 2 boundaries are generally based on the number of individual aircraft flights that exceed the Number of Events Above (NA) 90(1) decibel level.
- Zone 3: The intent of Zone 3 is to protect residential uses and their residents by reducing the interior level of objectionable noise resulting from nighttime aircraft flights. This goal is accomplished by new residential construction meeting a noise level reduction standard. The boundaries of Zone 3 are based on the same NA 90(1) metric used for Zone 2. The area included in Zone 3 would have been part of Zone 2, except for the established pattern of residential development and Oak Hollow Lake watershed considerations (i.e., watershed critical area).
- Zone 4: The intent of Zone 4, along with the other three zones, is to provide public notification of potential nighttime aircraft noise impacts. The boundaries of Zone 4 are generally based on the NA 85(2) metric.

In all zones, potential buyers of property must be notified of possible noise from aircraft overflights. A waiver of claim is required for all subdivisions of land within the ARO district. The waiver is executed by the owner of the property for the benefit of the City, and it waives all existing and future owners' right to any claim or cause of action against the City in connection with adverse aircraft noise impacts or other consequences of the district's noise mitigation requirements.

Existing Land Use Policies

The City's Land Use Plan and Northwest Area Plan are the adopted land use policy documents that cover all or portions of the study area.

Land Use Plan [Map 2: Land Use Plan]

The Land Use Plan is a policy document that covers a total of 94 square miles, 58 square miles within city limits, plus another 36 square miles that is outside city limits but within the City's long-range planning area. This is an area where the City anticipates growth will occur in the future. It portrays future land uses, and it is used by staff, the Planning and Zoning Commission and City Council to help guide decisions on future growth and development.

The following are the definitions of the land use classifications that are within the assessment area or are recommended to be within the area:

- Low-Density Residential: These areas include primarily single-family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
- Moderate-Density Residential: This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes, and townhouses. Development densities shall range from five to eight dwelling units per gross acre.
- Medium-Density Residential: This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwellings units per gross acre.
- Office: This classification includes professional, personal, and business service uses.
- Local/Convenience Commercial: This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.
- Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
- Restricted Industrial: This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
- Institutional: Public, quasi-public and institutional uses on large tracts are included in this classification.

- **Recreation/Open Space:** Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection.
- **Rural Development:** This classification includes residential development at very low densities of one dwelling unit per gross acre or less in areas where utility services are not anticipated, as well as a limited amount of low-intensity nonresidential development.
- **Mixed Use Development:** This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.
- **Future Growth Area:** This classification includes environmentally sensitive lands, rural subdivisions and agricultural or undeveloped areas lacking public water and sewer and other municipal facilities, infrastructure, and services. These lands are not intended for development within the five-year timeframe of the adopted Land Use Plan but shall await reevaluation during the next scheduled Major Five-year Review process or a Plan amendment pursuant to the Minor Review process before they can be reclassified to an appropriate land use category supportive of urban development. So long as any land remains classified as a Future Growth Area, such land shall not be approved for development by the City nor considered for annexation, the extension of water or sewer or the provision of other municipal facilities, infrastructure, or services.

Northwest Area Plan [Map 3: Northwest Area Plan]

The Northwest Area Plan is a large area plan that covers just over 10,000 acres in Guilford and Forsyth Counties. The area is located generally west and northwest of Kendale, Sandy Ridge and Skeet Club roads and south of I-40 along the Guilford and Forsyth County line. The plan was adopted in 2011, at a time when several initiatives and events were going on, such as the FedEx air cargo hub and the associated Part 150 Study, the Heart of the Triad Plan, the revised High Point/Kernersville Annexation Agreement, and the extension of a major sewer outfall from High Point to Kernersville. These events led to the need to assess the development potential in this area and take a closer look at land use policy.

The plan established goals and objectives to guide future growth, and it identified eight development nodes that consisted of undeveloped or underdeveloped clusters of parcels that would support non-residential growth, primarily because they were relatively free from environmental constraints. It also established a more detailed set of land uses covering the area. The Future Growth Area identified in the Land Use Plan was studied and land uses were depicted for this northwest area so that when it is ready for development, there are land use policies in place to guide its growth. In 2017, the Land Use Plan was amended to change the area located at the Sandy Ridge Road and Kendale Road intersection from Mixed-Use Development to Medium-Density Residential. This amendment overrides the area shown in the Northwest Area Plan as an activity center.

The following are land use classifications used to describe desired future land uses within the Northwest Area Plan boundary:

- Rural Development: This classification is intended to preserve the rural character of an area through the maintenance of agriculture, the construction of homes on very large lots (ideally a minimum of five acres), or through the use of conservation subdivisions, which cluster residences and leave generous amounts of open space.
- Low Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
- Medium Density Residential: This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwellings units per gross acre.
- Activity Center: This area is intended to accommodate compatible mixed uses in a walkable setting. Higher density residential and non-residential uses will locate here in a balanced combination of well-integrated, neighborhood-scale retail and professional/personal service establishments. The Activity Center would feature common design guidelines and links to open space and public facilities.
- Business Support Area: This area is intended to accommodate a wide variety of office, retail, hotel, restaurant, and other personal services that support the Business Center Area. It sets limits but permits screened outdoor storage and loading areas and enhances front facades, landscaping, lighting, and storage.
- Business Center Area: 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, and full screening of loading areas. No outside storage is permitted.
- Institutional: Public, quasi-public and institutional uses on large tracts are included in this classification.
- Recreation/Open Space: Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection.

Eastchester Drive Corridor Plan

The Eastchester Drive Corridor Plan Phase III (Penny Road to Gallimore Dairy Road) was adopted in 1994. The purpose of the plan was to evaluate the corridor and make policy recommendations for the future growth of the area. Most of the study area falls within Phase III and the recommendations for Phase II (Lassiter Drive to Penny Road) are very similar. The policy recommendations fall into three basic groups: aesthetics, transportation, and land use. The following is a summarization of the policy recommendations that are relevant to this assessment:

Aesthetics:

- Apply the Eastchester Gateway Corridor Overlay district (formally known as Eastchester Scenic Overlay) to property as it is annexed and rezoned.

Transportation:

- Construct parallel service roads where possible to conserve traffic capacity, such as the Penny Road extension to Gallimore Dairy Road.
- Restrict development size of industrial parcels to a minimum of 5 acres to prevent an excessive number so new access points onto Eastchester.
- Encourage shared access between multiple parcels

Land Use:

- Limit commercial uses to areas centering on major intersections to preserve this section of the corridor for well-designed large-scale office/warehouse uses.

Water and Sewer Extension Policy

It is the general policy of the City to provide water and sewer utility services only to properties within the City's corporate limits. Therefore, if water and sewer services are requested for a new development outside the city limits, then annexation is required. This is the most common way that the city expands its limits. This is typically called voluntary annexation, which is triggered by a developer, and the costs related to the extensions of water and sewer lines are paid for by the developer.

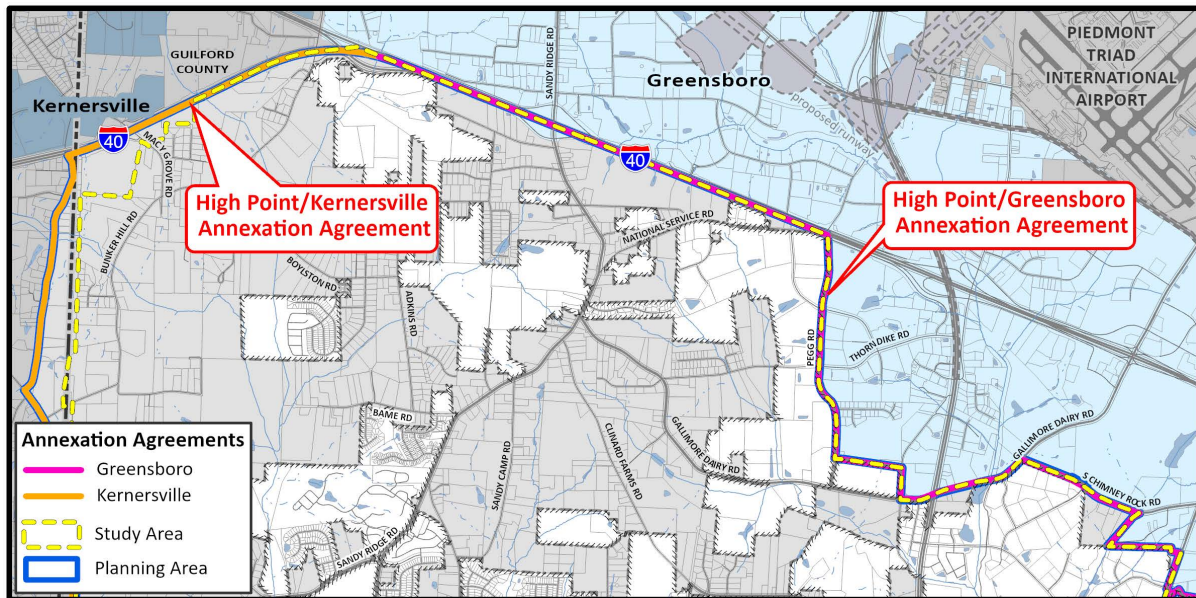
Annexation Agreements

The City has established boundaries for its future growth through annexation agreements with its neighboring municipalities. An annexation agreement is a legal agreement that defines territory that each participating municipality may annex within the life of the agreement. The agreement sets limits on each municipality's future annexation into an area, thus establishing its potential future jurisdiction. The agreement, however, does not obligate a municipality to undertake annexations. Some of the benefits of annexation agreements are as follows:

1. Municipalities can efficiently plan and provide municipal services, including water and sewer;
2. They promote the orderly and logical extension of municipal boundaries; and
3. They reduce uncertainty among property owners and public and private development interests.

North Carolina General Statutes authorize municipalities to enter into agreements for up to 20 years, or for 30 years under local enabling legislation [SL 1009] that only applies to municipalities located wholly or partly in Guilford County. Once the annexation agreement is adopted, participating municipalities may amend the agreement or may agree to terminate it prior to the adopted end date.

Adjacent to the study area, the City of High Point has annexation agreements with the cities of Greensboro and Kernersville. The Greensboro agreement was originally established in 1988, it was renewed in 2008, and it terminates in 2038. The Kernersville agreement was originally adopted in 1995, it was renewed in 2007, and terminates in 2027. As these agreements near their termination date, they will be evaluated and considered for renewal.



Existing Conditions

The data in this section is ever-changing as new development occurs. The data provided in this section is as of February 2022.

Land Use Plan

The Land Use Plan classifies the study area primarily as Restricted Industrial on the north and east side, residential in the middle and south, and Future Growth Area to the west. The following tables show a breakdown of the different land use classifications within each ARO zone as it exists and as it is proposed. The removal of 2,792 acres from the ARO was primarily within the Future Growth Area classification, which will be reassessed as part of the 2045 Comprehensive Plan project. The Comprehensive Plan will be kicked off in the fall of 2022 and it is an update of the City's Land Use Plan. The primary land use designation remains Restricted Industrial with the proposed ARO district changes. See Map 2: Land Use Plan to see the proposed ARO Overlay Zone on the Land Use Plan.

Land Use Plan Classifications for the Current ARO District (Acres)						
Land Use Classifications	Zone 1	Zone 2	Zone 3	Zone 4	Total	Percent
Low-Density Residential		79	1,515	1,609	3,203	27.1%

Moderate-Density Residential				113	113	1.0%
Medium-Density Residential			330	64	394	3.3%
Office				35	35	0.3%
Local/Convenience Commercial		98	2	3	103	0.8%
Community/Regional Commercial		211		103	314	2.7%
Restricted Industrial	1,190	2,048	230	1,065	4,533	38.3%
Institutional		5	57	111	173	1.5%
Recreation/Open Space	22	50	159	597	828	7.0%
Mixed-Use Development				145	145	1.2%
Rural Development				402	402	3.4%
Future Growth Area		79		1,504	1,583	13.4%
Total	1,212	2,570	2,293	5,751	11,826*	100%
*The land use total doesn't match the study area total because the Land Use Plan is not parcel specific so unusable slivers, lake area, and right-of way were not always included.						

Land Use Plan Classifications for the Proposed ARO District (Acres)							
Land Use Classifications	Zone 1	Zone 2	Zone 3	Zone 4	Total	Percent	Out - side ARO
Low-Density Residential		68	803	1,793	2,664	29.5%	540
Moderate-Density Residential				69	69	0.8%	45
Medium-Density Residential			169	225	394	4.3%	
Office				35	35	0.4%	
Local/Convenience Commercial		63	37		100	1.1%	
Community/Regional Commercial		211		103	314	3.5%	
Restricted Industrial	957	1,060	1,019	1,497	4,533	50.2%	
Institutional		5	57	111	173	1.9%	
Recreation/Open Space	22	34	39	433	528	5.8%	301
Mixed-Use Development				145	145	1.6%	
Rural Development							402
Future Growth Area				79	79	0.9%	1,504
Total	979	1,441	2,124	4,490	9,034	100%	2,792

Existing Land Use [Map 4: Existing Land Use]

Map 4: Existing Land Use shows a breakdown of the existing land uses within the study area. The table below shows the existing land uses by the proposed ARO zone and the area outside the proposed ARO district. Most of the land within the proposed ARO is currently in residential use with 37% percent of the land area, and undeveloped comes in second with just under 24% of the land area. The undeveloped land that is in proximity to existing or planned water and sewer, and the agricultural land within the High Point North Industrial Center are prime areas for future growth.

Existing Land Use for Proposed ARO District (Acres)							
Existing Land Use	Zone 1	Zone 2	Zone 3	Zone 4	Total	Percent	Out - side ARO
Agriculture	77	393	382	197	1,049	12.6%	1,152
Residential	204	339	870	1,667	3,080	37.0%	1,005
Institutional	9	66	111	517	703	8.4%	85
Commercial	40	157	32	349	578	7.0%	
Industrial	285	92	31	533	941	11.3%	
Undeveloped/ Underutilized	301	279	536	857	1,973	23.7%	427
Total	916	1,326	1,962	4,120	8,324	100%	2,669
Note: The acreage does not include Right-of-Way							

Existing Zoning [Map 5: Zoning]

Map 5: Zoning shows City of High Point zoning. This map does not show zoning within unincorporated Guilford County. The table below shows a breakdown of the zoning districts within the proposed ARO district and outside the proposed ARO district. Within the proposed ARO, the majority is zoned for industrial use with 37.6% of the land area, residential comes in second with 26.5%, and Planned Development-Mixed and - Periphery, which can be a mix of residential and non-residential uses, is third with 22%.

Zoning for Proposed ARO District (Acres)							
Zoning District	Zone 1	Zone 2	Zone 3	Zone 4	Total	Percent	Out - side ARO
Agriculture (AGR)			188	5	193	3.6%	58
Planned Development Residential (PDR)			73	151	224	26.5%	39
Residential Single-family-3 (R-3)			183	261	444		239
Residential Single-family-5 (R-5)			205	364	569		95
Residential Single-family-7 (R-7)				13	13		

Residential Multi-family-5 (RM-5)	29		16	38	83		32
Residential Multi-family-16 (RM-16)			22	55	77		
Institutional (I)				135	135	2.5%	
Transitional Office (TO)		8			8	1.2%	
Office Institutional (OI)		1		56	57		
Limited Business (LB)		2		6	8	2.6%	
General Business (GB)		42		20	62		
Retail Center (RC)				68	68		
Planned Development-Mixed (PDM)		302	266	373	941	22%	
Planned Development-Periphery (PDP)				233	233		
Employment Center (EC)	142	21	78	25	266	37.6%	
Light Industrial (LI)	403	110	102	1,121	1,736		
Parks and Natural Resources (PNR)			28	183	211	3.9%	75
Total	574	486	1,161	3,107	5,328		538
Note: Acreage outside of city limits and in some right-of-way does not have city zoning, so it is not included.							

Development Activity [Map 6: Development Activity]

Map 6: Development Activity shows zoning changes and development activity for December 2016 through March 2022 for the entire study area. The development activity means that a plan has been approved and in some cases the building has been built or is in the process of being built. There are 45 developments shown on Map 6: Development Activity, and below is a table that includes a map ID that corresponds to the number shown on Map 6, the name of the development, the general land use classification, and the acreage of the development. Overall, most of the development has been Residential with approximately 433 acres, while Industrial came in second with approximately 188 acres, Institutional was third with approximately 70 acres, and Commercial was last with approximately 37 acres.

Map ID #	Development Name	Use Classification	Acreage
1	Northborough Subdivision	Residential	35.46
2	Deerfield Crossing Subdivision	Residential	16.22
3	Saddlebrook Subdivision	Residential	0.49
4	River Landing	Residential	140.38
5	The Landing at Westmott	Residential	34.18
6	Wesleyan Education Center	Institutional	67.11
7	Westmoreland Place Subdivision	Residential	18.68
8	Meadow Valley Subdivision	Residential	19.10

9	Alderbrook South Subdivision	Residential	11.83
10	Erryndale Subdivision	Residential	47.18
11	Lilliefield Subdivision	Residential	2.49
12	Trellises	Residential	35.61
13	Williard Place	Residential	1.18
14	L.C. America	Industrial	4.97
15	Project High Point	Industrial	16.64
16	Barrier 1 Systems	Industrial	18.38
17	Gallimore Industrial Center	Industrial	39.32
18	Crown Mark	Industrial	29.42
19	Pegg Road	Industrial	31.74
20	The Grove at Cottesmore	Residential	15.58
21	Stonegate Subdivision	Residential	5.56
22	Waterford Springs	Residential	0.41
23	Amada America Technical Center	Industrial	37.64
24	Kickback Jack's	Commercial	2.35
25	Andy's Frozen Custard	Commercial	0.92
26	Harris Teeter Fuel	Commercial	1.44
27	Biscuit King	Commercial	1.04
28	Triad Harley Davidson	Commercial	8.53
29	Venture Construction Company	Commercial	1.42
30	Noah's Event Venue	Commercial	3.09
31	Creative Snacks	Industrial	10.35
32	Lakeview Condos	Residential	3.31
33	Mendenhall Oaks Medical Offices	Institutional	3.00
34	Heron Village	Commercial	6.34
35	Palladium Park	Residential	4.45
36	Piedmont Federal Savings Bank	Commercial	1.24
37	Texas Roadhouse	Commercial	1.75
38	Coast Restaurant	Commercial	1.00
39	O2 Fitness	Commercial	2.74
40	Earth Fare	Commercial	2.40
41	Palladium Shops	Commercial	1.39
42	Sheetz	Commercial	1.45
43	Covent Garden	Residential	20.76
44	The Enclave at Deep River	Residential	12.55
45	Tarrant Trace	Residential	0.23
46	Avondale Trace Apartments	Residential	7.56
Total			728.90

Water and Sewer Lines [See Map 7: Water Lines and Map 8: Sewer Lines]

Maps 7 and 8 show existing and proposed water and sewer lines within the study area and extending north of I-40 into Kernersville. In 2009, High Point (under a Memorandum of Understanding with Kernersville), extended a 15-inch sanitary sewer outfall along the West Fork of the Deep River to a point north of US 421 to support the

FedEx Ground facility in Kernersville. Similarly in 2011, the City extended a 16-inch water line from Sandy Ridge Road to the northwest along Bame, Adkins, Boylston, and Macy Grove roads; and a 12-inch line along S. Bunker Hill Road, to support development in Kernersville. Additional water and sewer extensions are anticipated in this area to support industrial growth within the Piedmont Commerce Center industrial park.

Also shown on Maps 7 and 8 are proposed water and sewer extensions to support growth within the High Point North Industrial Center [formerly known as 350 South]. All these extensions are made at the expense of the developer. In accordance with the water and sewer extension policy, additional connections to water and sewer lines that are outside the city limits and within the High Point annexation area, will require annexation into High Point.

Watersheds [See Map 9: Watersheds]

Watershed regulations have an impact on the developability of this area. The table below shows the watershed areas and their general development restrictions by ARO Zone, and the total by watershed area. Most of the study area is split between the Oak Hollow Lake and City Lake General Watershed Areas (GWA), with a total of 6,534 acres. There is a smaller portion (1,870 acres) of the area within the Oak Hollow Lake Watershed Critical Area (WCA) Tier 4, and at the southern edge of the area along Skeet Club Road near Kendale Road are even smaller portions of Oak Hollow WCA Tiers 1-3, totaling 631 acres. The majority of ARO Zone 3 and about a quarter of ARO Zone 4 are in WCA Tier 4, which limits development to 2 dwelling units/acre or 50% built-upon area (BUA). Tier 4 can propose greater difficulties for non-residential versus residential development due to the maneuverability of residential units versus non-residential development. The GWA, which allows for 70% BUA, is more favorable for all development.

Watershed for Proposed ARO District (Acres)							
Watershed Areas	Density/ Built Upon Area (BUA)	Zone 1	Zone 2	Zone 3	Zone 4	Total	Out - side ARO
Oak Hollow GWA	70% BUA		825		1,293	2,118	2,061
Oak Hollow Tier 4	2 du/acre or 50% BUA			1,085	785	1,870	729
Oak Hollow Tier 3	2 du/acre or 35% BUA			176	347	523	
Oak Hollow Tier 2	1 du/acre or			28	42	70	
Oak Hollow Tier 1	No new development			3	35	38	
City Lake GWA	70% BUA	979	615	832	1,990	4,416	
Total		979	1,440	2,124	4,492	9,035	2,790

Transportation [See Map 10: Transportation]

The transportation network within the study area consists of important facilities that provide connections within the area, as well as connecting High Point to the surrounding Triad Region. The major east/west connections that traverse the area include National Service Road, Thorndike Road, Gallimore Dairy Road, Gallimore Dairy Road Extension,

Clinard Farms Road, Piedmont Parkway Extension, Willard Dairy Road, and Skeet Club Road. The major north/south connections that traverse the area are NC66, Squire Davis Road, Johnson Street, Sandy Ridge Road, Kendale Road, Adkins Road, Pegg Road, Penny Road Extension, Barrow Road Extension, and NC 68. There are also two new interchanges included on the northern boundary of the area. A new interchange is proposed at Macy Grove Road and I-40, and an interchange replacement project is planned for Sandy Ridge Road at I-40.

Map 10 illustrates the proposed roadway improvements that are shown in the table below. The table provides information about the roadway construction projects in the area that are scheduled to be completed by 2045. Most if not all the projects will include sidewalks on both sides of the roadway with some incorporating bike accommodations. The Sandy Ridge Road project will incorporate a four-foot bike lane on each side of the roadway, a five-foot sidewalk on one side of the roadway and a ten-foot multi-use path on the other side of the roadway. The Gallimore Dairy Road extension project will be built by the developer of the High Point North Industrial Center and it is anticipated to run along the same timeline as the water and sewer extensions through this same area. Those projects listed with an anticipated right-of-way date and anticipated construction date are included in the 2020-2029 State Transportation Improvement Program (STIP), the current NCDOT funding document.

Project Name	Facility Type	Anticipated R-O-W	Anticipated Construction	Anticipated Completion	Length (miles)	Description	Existing Lanes	Proposed Lanes
Macy Grove/I-40 Interchange	Interchange	2026	2029	2033	N/A	New interchange at existing grade separation of Macy Grove and I-40	2	2
I-40	Interstate	2028	2030	2033	10.1	Widen I-40 from I-74 to US 421	4	6
Gallimore Dairy	Blvd.			2035	2.3	Widen with bike lanes & sidewalks on both sides from NC 68 to Sandy Ridge	2	4
Barrow Road Ext.	Prop. Blvd.			2035	0.6	Widen, add median, bike lanes & sidewalks on both sides from Clinard Farms to Gallimore Dairy	0	4
Johnson St/ Sandy Ridge	Blvd.	2021	2023	2026	4.4	Widen, add median, bike lanes & sidewalks on both sides from Skeet Club to I-40	2	4-6
Sandy Ridge/ I-40 Interchange	Interchange	2025	2027		N/A			
North-South Connector	Prop. Blvd.			2045	7.0	Widen existing NC 66, Squire Davis, and Sandy Ridge from I-74 to Johnson	2	4
Gallimore Dairy Ext.	Prop. Blvd.	Developer Driven		Part. Comp. 2025	2.6	New median divided with sidewalks & bike lanes on both sides from Sandy Ridge to Macy Grove	0/2	4
Piedmont Pkwy. Ext.	Prop. Blvd.	Developer Driven		2035	2.9	New from NC 68 to Johnson/Sandy Ridge	0	4
Skeet Club Widening	Blvd.			2035	2.5	Widen from Johnson to Main Street	2	4
Penny Rd. Ext.	Maj. Thoro.			2045	1.4	New from Willard Dairy to Gallimore Dairy	0	4
NC 68	Blvd.	2027	2029	2035	N/A	Widen from Hickwood to Gallimore Dairy	4	6

Land Use Policy Recommendations

Following are the land use policy recommendations based on a review of the proposed eight areas of ARO change [Areas A - H]; existing City policies; an analysis of existing conditions; and proposed infrastructure improvements.

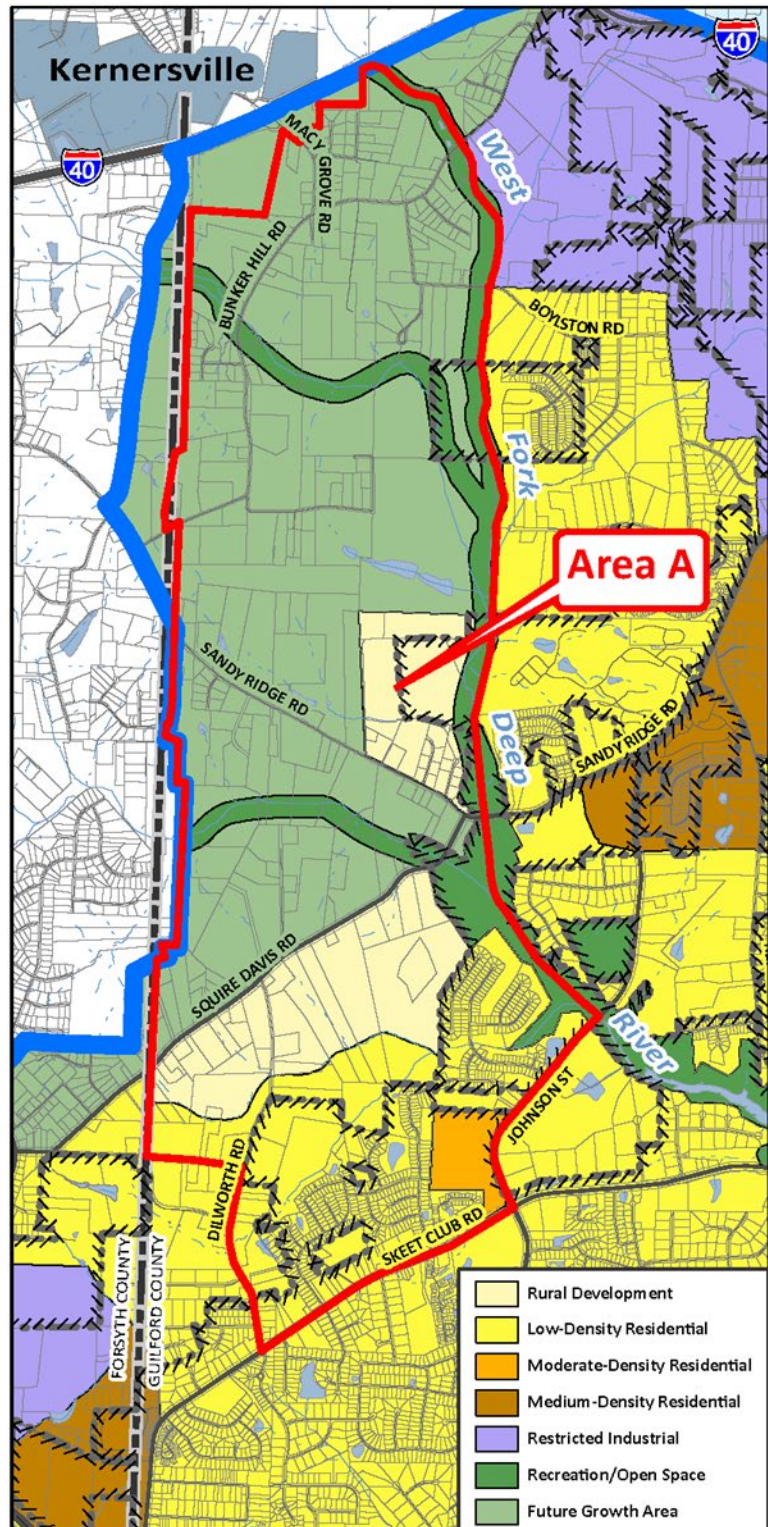
Area A:

Area A consists of approximately 2,793 acres and is generally bounded by the West Fork of the Deep River to the east, Johnson St. and Skeet Club Road to the south, Dilworth Road and the county line to the west, and I-40 to the north. Most of this area is

outside of city limits. The Land Use Plan has this area designated primarily as Future Growth Area, with two pockets of Rural Development along Squire Davis Road and Sandy Ridge Road, and Low-Density Residential and Moderate-Density Residential on the southern end of the area along Skeet Club Road and Johnson Street. The Moderate-Density Residential classification located on the northwest corner of Johnson Street and Skeet Club Road was established in August 2021 in conjunction with a proposed development to build single-family detached and attached dwellings. There is also some Recreation/Open Space along the West Fork of the Deep River.

The majority of Area A is within the Oak Hollow Lake GWA, which restricts new development to not exceed 70% built-upon area. There is a small southern portion of the area (approx. 729 acres) adjacent to the West Fork of the Deep River and north of Skeet Club Road and Johnson Street in the Oak Hollow Lake WCA Tier 4 that allows new residential at 2 dwelling units per acre or 50% built-upon area.

Water and sewer service exists in the subdivisions on the southern end of Area A. There is a 15-inch sewer outfall that runs along the eastern edge of Area A along the West Fork of the Deep River and a 12-inch water line in the northern portion of the area along Boylston, S. Bunker Hill and Macy Grove roads.



These lines were extended to serve development to Kernersville in 2009 and 2011, respectively.

A piece of the north-south connector will traverse this area along Squire Davis Road, with an anticipated completion in 2045. The Gallimore Dairy Road extension will run east-west through this area utilizing an existing piece of Boylston Road. This road construction will be developer-driven, which means that it will be built as land is developed.

As shown on Map 1: Proposed Airport Overlay District, Area A is recommended to be removed from the ARO District. Removing this area from the district does not have a significant impact on potential future land uses for this area. The Future Growth Area designation within Area A and within the entire Planning Area Boundary will need to be further evaluated as part of the pending 2045 Comprehensive Plan project. If development is proposed in the near-term, the Northwest Area Plan should be used to guide growth in this area. The remaining sections of Area A that are designated as Rural Development, Low-Density Residential, and Moderate-Density Residential are appropriate for this area at this time.

Therefore, based on most of this area being in the Future Growth Area, there being no near-term transportation improvements, and limited water and sewer, no Land Use Plan amendments are recommended for Area A.

Area B:

Area B consists of approximately 536 acres and is generally bounded by the West Fork of the Deep River to the west, I-40 to the north, various property lines to the east, and property lines just north of Boylston Road to the south. About half of this area is within city limits. The Land Use Plan has this area designated as Future Growth Area on the northwest side of S. Bunker Hill Road and Restricted Industrial on the southeast side of S. Bunker Hill Road.

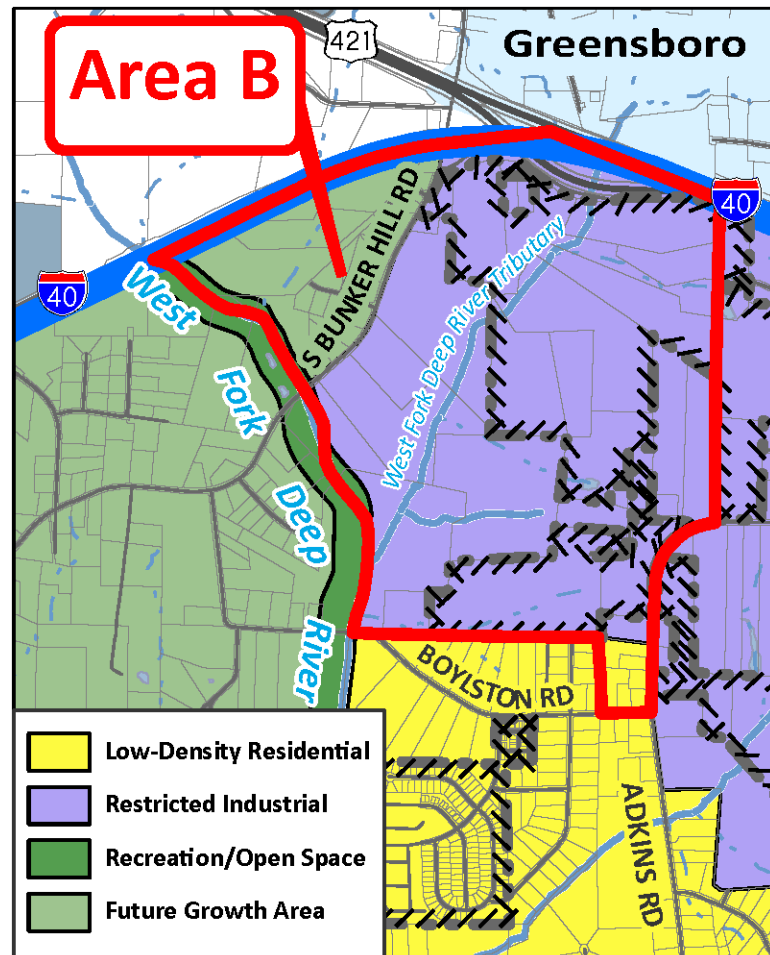
Area B is within the Oak Hollow Lake GWA, which restricts new development to not exceed 70% built-upon area.

The area is adjacent to a 15-inch sewer outfall along the West Fork of the Deep River, there is a 12-inch water line in S. Bunker Hill Road and a 16-inch water line in Boylston Road.

On the northern edge of Area B, I-40 is proposed to be widened to 6 lanes, and a new interchange is planned at I-40 and Macy Grove Road, both with an anticipated completion of 2033. The Gallimore Dairy Road extension is proposed to run along the southern boundary of this area utilizing an existing piece of Boylston Road. This road construction will be developer-driven, which means that it will be built as land is developed.

The ARO is proposed to change from Zone 2 to Zone 4 and, therefore, residential will no longer be prohibited. The only requirement will be to provide public notification of potential nighttime aircraft noise impacts. For now, it is recommended that this area remain designated as Future Growth Area on the northwest side of S. Bunker Hill Road and Restricted Industrial to the southeast of S. Bunker Hill Road. However, if requested in the future, it may be appropriate to amend the Land Use Plan to allow residential in the area that lies between the northwest side of the West Fork of the Deep River tributary and I-40.

Residential in this area could support the Restricted Industrial land use to the east within High Point's planning area and the Piedmont Commerce Center land use on the north side of I-40 in the Kernersville planning area. Allowing residential in this area is consistent with the recommendations of the Northwest Area Plan, which shows Medium-Density Residential on the east side of S. Bunker Hill Road and Low-Density Residential to the west side of S. Bunker Hill Road. The timing of development will be dependent on the City's ability to provide the full array of services to this area, such as fire protection, solid waste collection, and police service. In summary, no Land Use Plan amendment is recommended at this time.



Area C:

Area C consists of approximately 1,000 acres, and it is generally bounded by the West Fork of the Deep River to the west, Bame Road to the north, and Sandy Ridge Road and Kendale Road to the east. This area is about half inside and half outside of city limits. The Land Use Plan has this area designated primarily as Low-Density Residential with a small area of Medium-Density Residential in the vicinity of Johnson Street, Sandy Ridge Road, and Kendale Road.

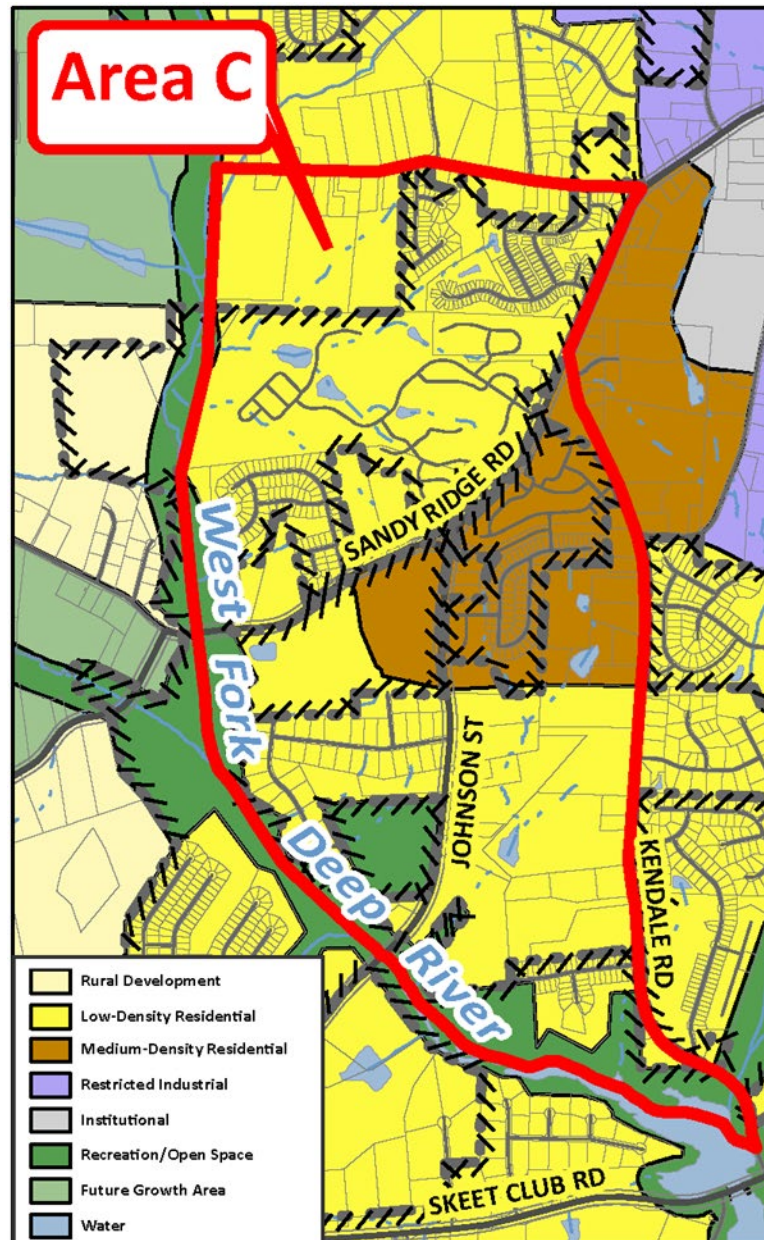
Area C is primarily split between the Oak Hollow Lake GWA, which restricts new development to not exceed 70% built-upon area and WCA Tier 4, which allows new residential at 2 dwelling units per acre or 50% built-upon area. There is a smaller area

(approx. 100 acres) on the west side of Kendale Road around Sawyer Ave. that is in Oak Hollow Lake WCA Tier 3, which allows 2 dwelling units per acre or 35% built-upon area. The very small remainder of the area (approx. 26 acres) is in Oak Hollow Lake WCA Tiers 1 and 2, but most of this area is either developed, or within the lake buffer that is owned by the City.

Water and sewer are readily available in this area.

A piece of the north-south connector will traverse this area along Sandy Ridge Road, with an anticipated completion in 2045. The Johnson St./Sandy Ridge Road improvement project also traverses this area, and it is anticipated to be complete in 2026. A portion of the Piedmont Parkway extension has been substantially completed within this area by the developer of The Landing at Westmott.

The ARO is proposed to change from Zone 3 to Zone 4, which will allow residential without any restrictions but still require public notification of potential nighttime aircraft noise impacts. Because this area is already designated for residential, no Land Use Plan amendments are recommended at this time.



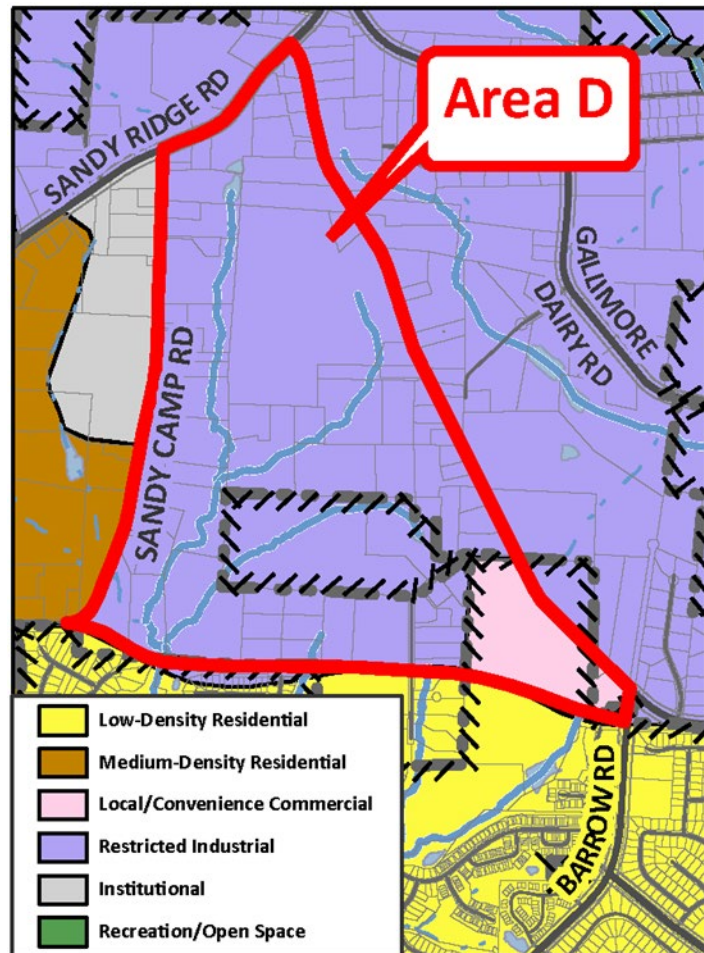
Area D:

Area D consists of approximately 420 acres, and it is generally bounded by Sandy Ridge Road on the north, Clinard Farms Road on the east, the alignment of future Piedmont Parkway on the south and Sandy Camp Road on the west. The majority of this area is outside of city limits. The Land Use Plan has this area designated primarily as Restricted Industrial, with a small pocket of Local/Convenience Commercial at the intersection of Clinard Farms and Barrow roads.

Area D is within the Oak Hollow Lake WCA Tier 4, which allows new residential at 2 dwelling units per acre or 50% built-upon area. There are also numerous streams that run through this area that may impact development.

There is a private 6-inch sewer line along Sandy Ridge and Sandy Camp Roads to serve the prison camp, and a 16-inch public water line along these same roads that leads to a 1.36 million gallon per day (MGD) City pump station located on Sandy Camp Road.

The Johnson St./Sandy Ridge Road improvement project runs along the northern boundary of this area and it is anticipated to be complete in 2026. A portion of the Piedmont Parkway Extension runs along the southern boundary of this area. This road construction will be developer-driven, which means that it will be built as land is developed.



Area D is proposed to change from ARO Zone 2 to Zone 3, which will allow residential that meets the noise level reduction standards. It contains some large parcels that are used for agriculture or are undeveloped. This area could support industrial uses or an expansion of residential uses to support the High Point North Industrial Center immediately to the north across Sandy Ridge Road or the residential growth coming up from the south. There is also a small area of Local Convenience/Commercial at the intersection of the future Piedmont Parkway Extension, Barrow Road and Clinard Farms Road. This area consists of about 37 acres, and it could serve as the commercial node for the future growth of the northwest quadrant of the city's planning area.

For now, it is recommended that most of this area remain designated as Restricted Industrial with a minor expansion of Low-Density Residential on the southern portion between the Horsepower Riding Center and the future Piedmont Parkway extension. However, if requested, it may be appropriate to allow additional residential in this area due to it being in the Oak Hollow Lake WCA Tier 4 which limits development to 50% built-upon area, and in ARO 3, which will allow residential. The area recommended for Low-Density Residential is due to its proximity between existing low-density residential development and the agricultural use of Horsepower. If proposed, a higher density residential land use classification such as Moderate-Density or Medium-Density

Residential could also be supported. The Local/Convenience Commercial is recommended to remain to support future commercial needs of the northwest quadrant of the city's planning area.

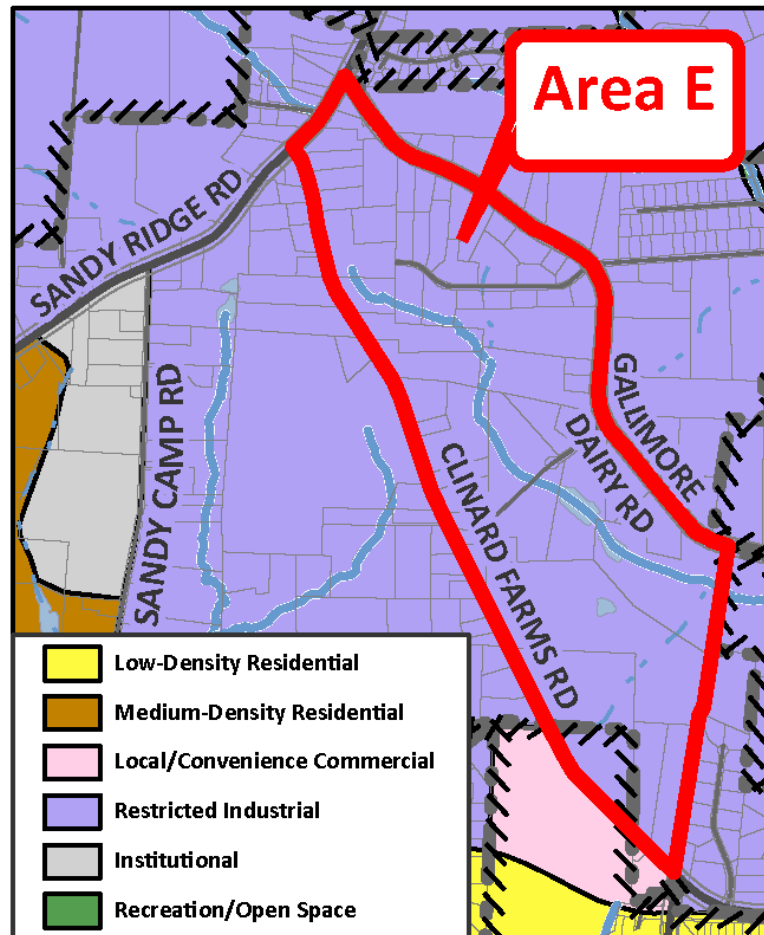
Area E:

Area E consists of approximately 270 Acres and is generally bounded by Gallimore Dairy Road on the north, an unnamed public right-of-way on the east, Clinard Farms Road on the south, and Sandy Ridge Road on the west. Most of this area lies outside of the city limits. The Land Use Plan has this area designated as Restricted Industrial.

The area is within the City Lake GWA, which restricts new development to not exceed 70% built-upon area. The area is not served by public water or sewer.

Gallimore Dairy Road is proposed to be widened to 4 lanes with bike lanes and sidewalks on both sides from NC 68 to Sandy Ridge Road by 2035. Barrow Road is proposed to be extended to Gallimore Dairy Road by 2035 along the eastern boundary of this area from Clinard Farms Road along the unnamed public right-of-way that currently serves as a private drive.

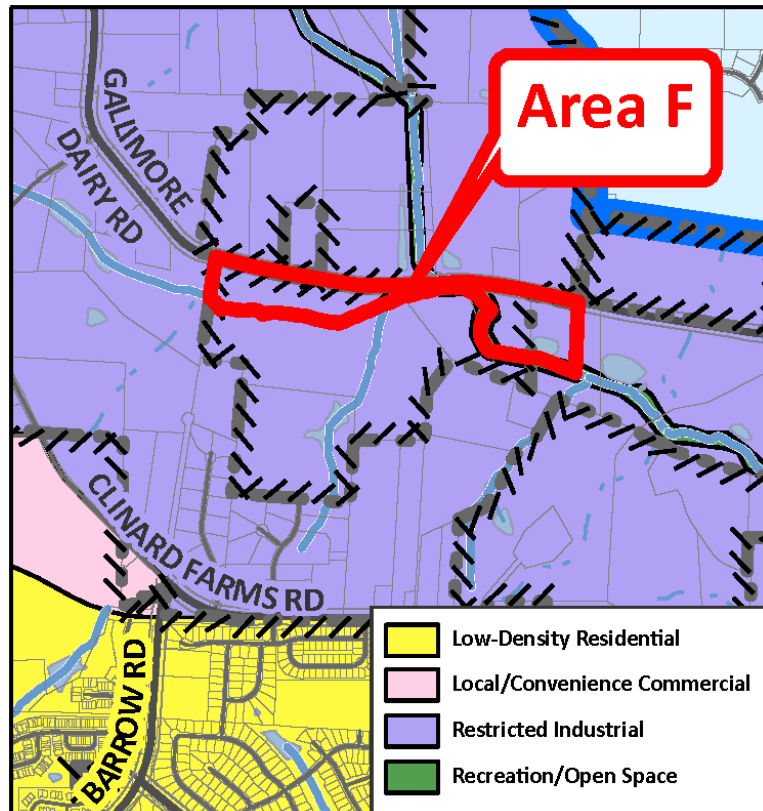
The ARO is recommended to change from Zone 1 to Zone 2. Due to this area remaining in an ARO zone that does not allow residential, the Land Use classification is recommended to remain as Restricted Industrial.



Area F:

Area F consists of approximately 28 acres between Gallimore Dairy Road and a stream named the Sandy Ridge Tributary. This area is currently within the city limits. The Land Use Plan has this area designated as Restricted Industrial. It is within the City Lake GWA, which restricts new development to not exceed 70% built-upon area. Water and sewer are available to this area. Gallimore Dairy Road is proposed to be widened to 4 lanes with bike lanes and sidewalks on both sides from NC 68 to Sandy Ridge Road by 2035. Due to the ARO change in Area E to Zone 2, Gallimore Dairy Road will become the southern boundary line of ARO

Zone 1. Therefore, it is recommended that Area F change from ARO Zone 3 to Zone 2 to prevent noise sensitive land uses abutting Gallimore Dairy Road, and the land use classification is recommended to remain as Restricted Industrial.



Area G:

Area G is also a small area consisting of approximately 38 acres north of Gallimore Dairy Road that abuts Pegg Road on the west and the City of Greensboro to the north and east. This area is currently within the city limits. The Land Use Plan has this area designated as Restricted Industrial. It is within the City Lake GWA, which restricts new development to not exceed 70% built-upon area. Water and Sewer are available in this area. Gallimore Dairy Road is proposed to be widened to 4 lanes with bike lanes and sidewalks on both sides from NC 68 to Sandy Ridge Road by 2035.

It is recommended to change from ARO Zone 2 to Zone 1 to make Gallimore Dairy Road a consistent and identifiable boundary for Zone 1. The Land Use Plan is recommended to remain as Restricted Industrial.

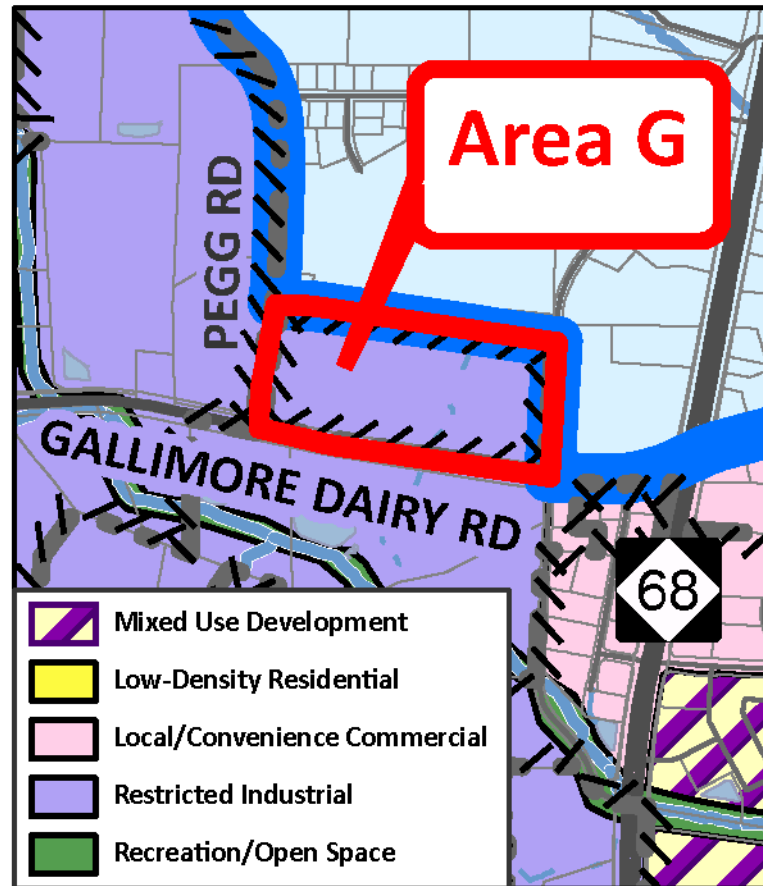
Area H:

Area H consists of approximately 438 acres and is generally bounded by the Sandy Ridge Tributary on the north, Eastchester Drive on the east, Willard Dairy Road on the south and various property lines on the west. It is currently about 50% inside the city and outside the city.

The Land Use Plan has this area designated as Restricted Industrial. The area is within the City Lake GWA, which restricts new development to not exceed 70% built-upon area. Sewer lines are available on the northern and southern ends of the area and water is available along NC 68 and Willard Dairy Road.

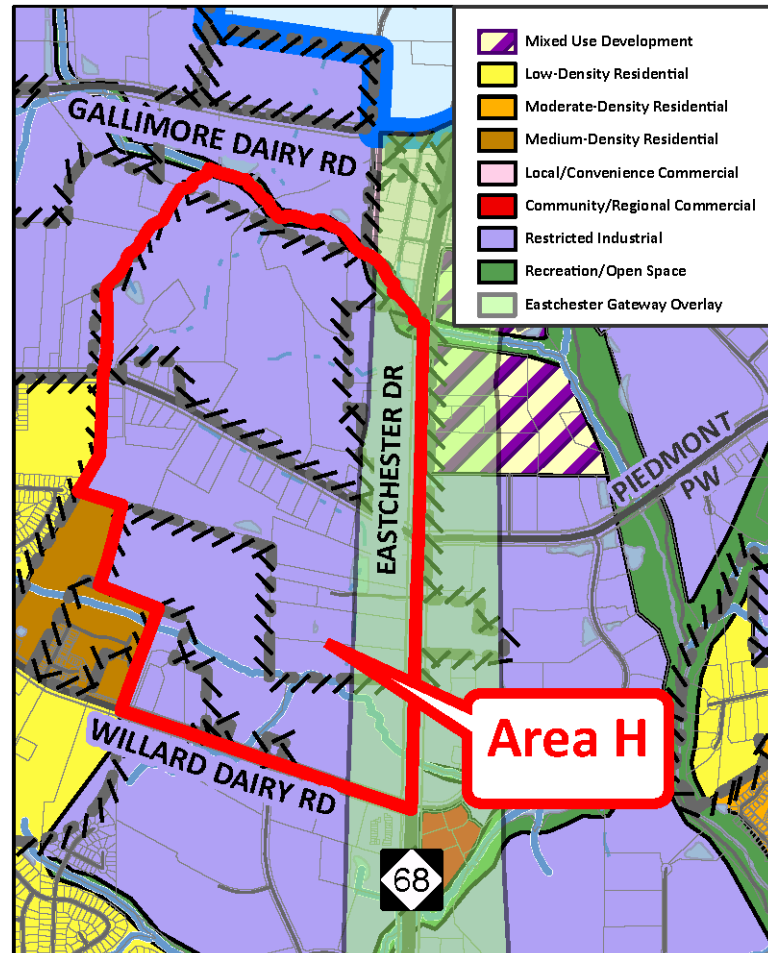
NC 68 is proposed to be widened to 6 lanes from Hickwood Road, south of the study area, to Gallimore Dairy Road by 2035.

The area is recommended to change from ARO Zone 2 to Zone 3. This will allow residential uses, but the Restricted Industrial Land Use and the Employment Center (EC) zoning district are recommended to remain along this corridor to promote large-scale non-residential uses and limit the access points along the frontage of NC 68. It may be acceptable to allow some multi-family residential uses behind the frontage lots as allowed in the EC district. If desired, then residential uses could gain access from side streets such as Clinard Farms or Willard Dairy Roads.



Therefore, the land use designation is recommended to remain as Restricted Industrial with the policy guidance of allowing some higher density residential behind the frontage lots of NC 68 typically outside the Eastchester Gateway Corridor Overlay as (as shown on the inserted map) to preserve the corridor for traditional Restricted Industrial uses and to help maintain the efficient functionality of this major gateway into the city.

Summary of Recommended Policy Changes [Map 11: Proposed Airport Overlay District – Policy Change Areas] This section consolidates and summarizes the recommended policy changes and the one recommended Land Use Plan amendment. The Land Use Plan amendment requires a separate process that will need to be reviewed and approved after holding a public hearing by the Planning and Zoning Commission and City Council.



Area B:

The ARO is proposed to change from Zone 2 to Zone 4 and therefore residential will no longer be prohibited. For now, it is recommended that this area remain designated as Future Growth Area on the northwest side of S. Bunker Hill Road and Restricted Industrial to the southeast of S. Bunker Hill Road. However, if requested in the future, it may be appropriate to amend the Land Use Plan to allow residential in the area that lies between the northwest side of the West Fork of the Deep River tributary and I-40. Residential in this area could support the Restricted Industrial land use to the east within High Point's planning area and the Business Center land use on the north side of I-40 in the Kernersville planning area. The timing of development will be dependent on the City's ability to provide the full array of services to this area such as, fire, solid waste, and police service. No Land Use Plan amendments are recommended at this time.

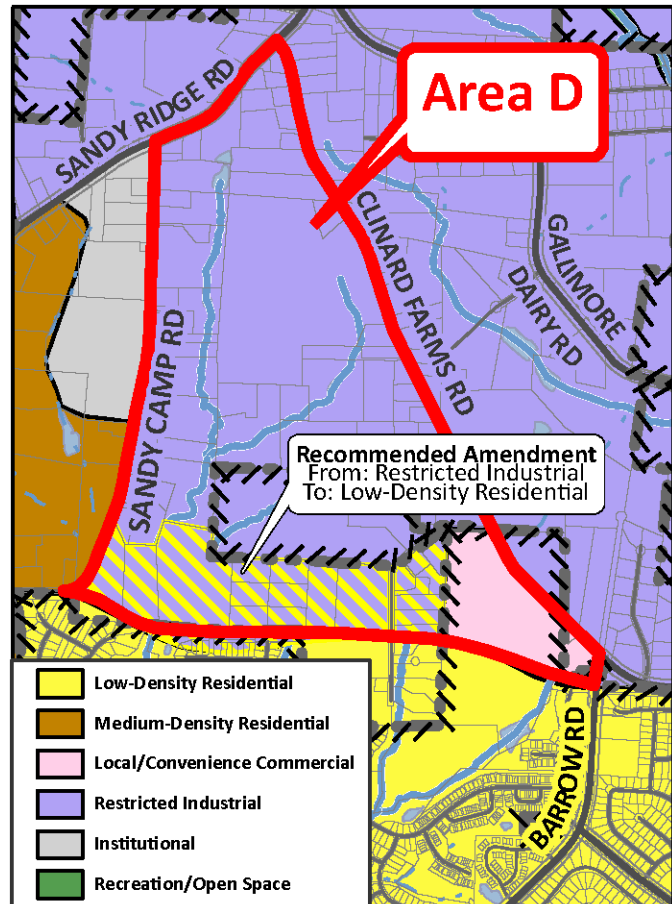
Area D:

For now, it is recommended that most of this area remain designated as Restricted Industrial with a minor expansion of Low-Density Residential on the southern portion between the Horsepower Riding Center and the future Piedmont Parkway extension. However, if requested, it may be appropriate to allow additional residential in this area due to it being in the Oak Hollow Lake WCA Tier 4 and being in ARO 3, which will allow residential. The Local/Convenience Commercial is recommended to remain to support future commercial needs of the northwest quadrant of the city's planning area.

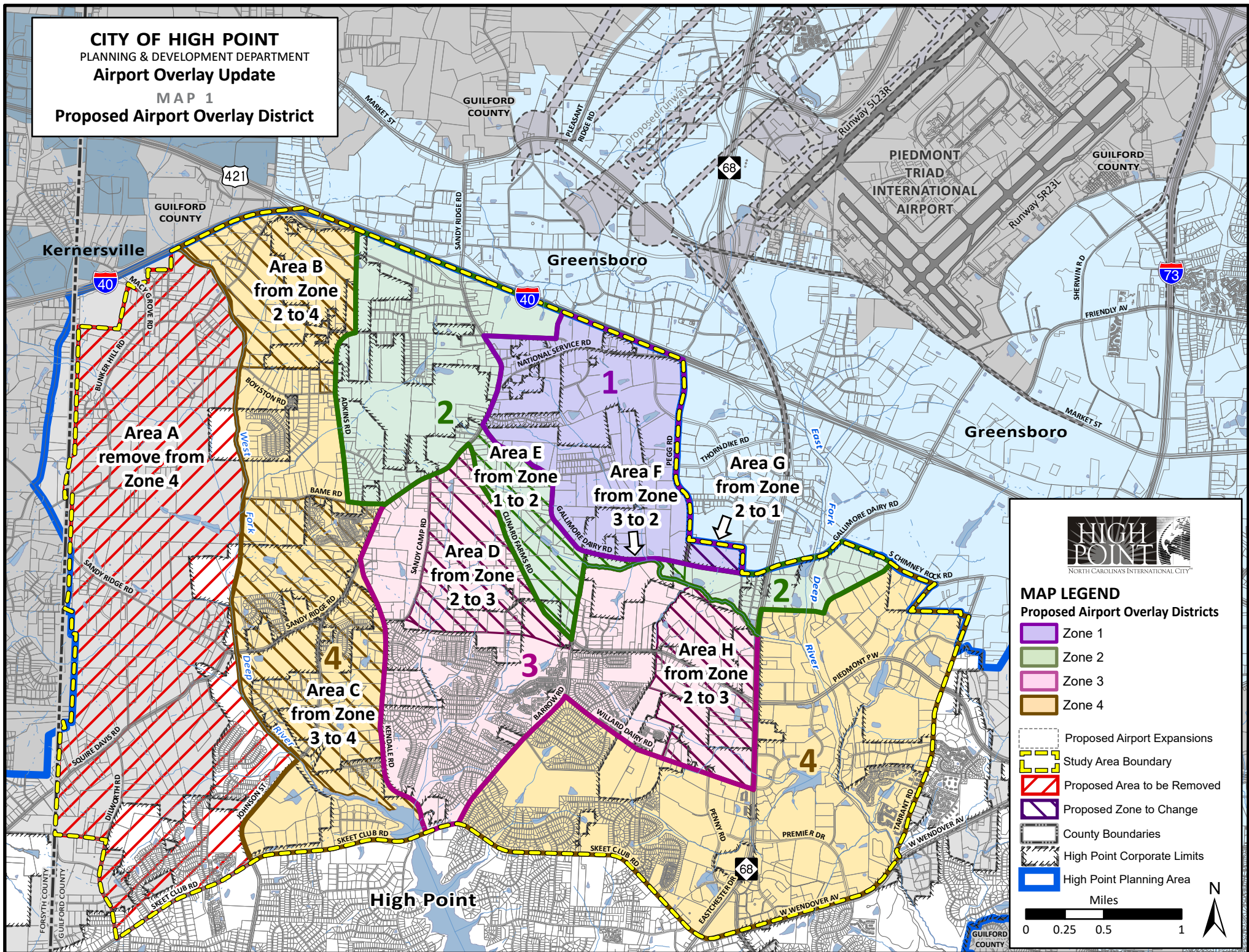
Area H:

The area is recommended to change from ARO Zone 2 to Zone 3. This will allow residential uses, but the Restricted Industrial Land Use and the Employment Center (EC) zoning district are recommended to remain along this corridor to promote large-scale non-residential uses and limit the access points along the frontage of NC 68. It may be acceptable to allow some multi-family residential uses behind the frontage lots as allowed in the EC district. If desired, then residential uses could gain access from side streets such as Clinard Farms or Willard Dairy Roads.

Therefore, the land use designation is recommended to remain as Restricted Industrial with the policy guidance of allowing some higher density residential behind the frontage lots of NC 68 typically outside the Eastchester Gateway Corridor Overlay as (as shown on the inserted map on the previous page) to preserve the corridor for traditional Restricted Industrial uses and to help maintain the efficient functionality of this major gateway into the city.

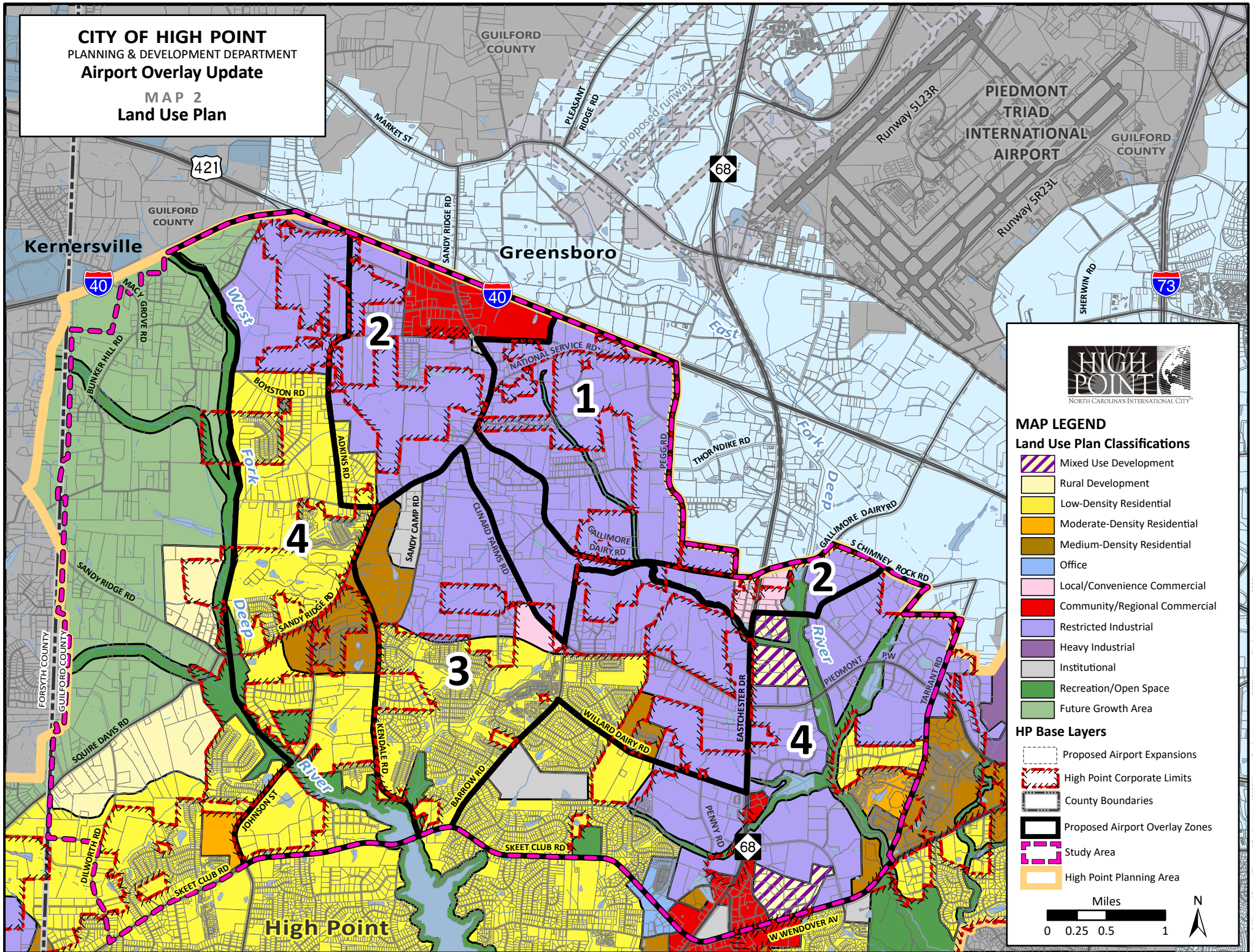


CITY OF HIGH POINT
PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
MAP 1
Proposed Airport Overlay District

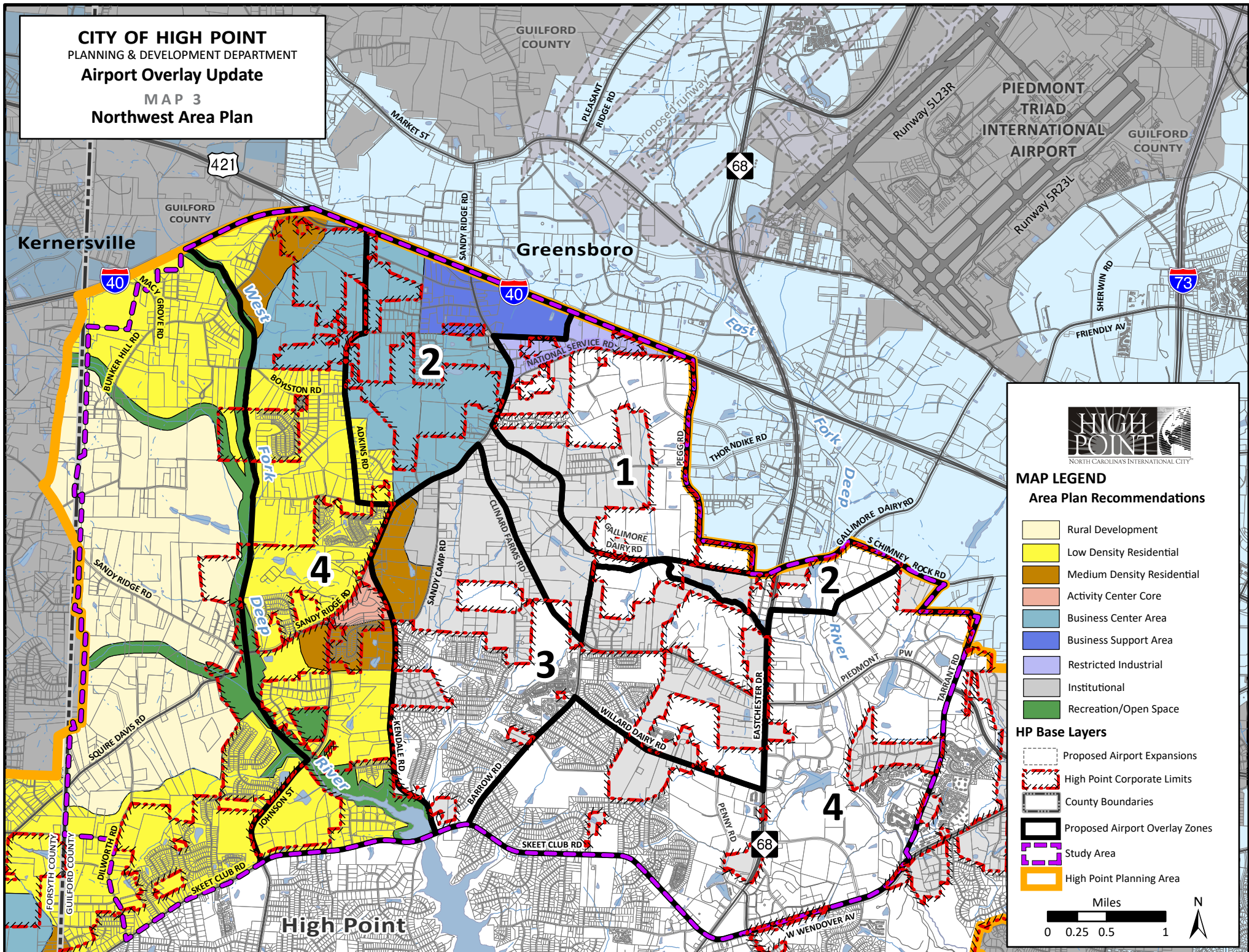


CITY OF HIGH POINT
PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update

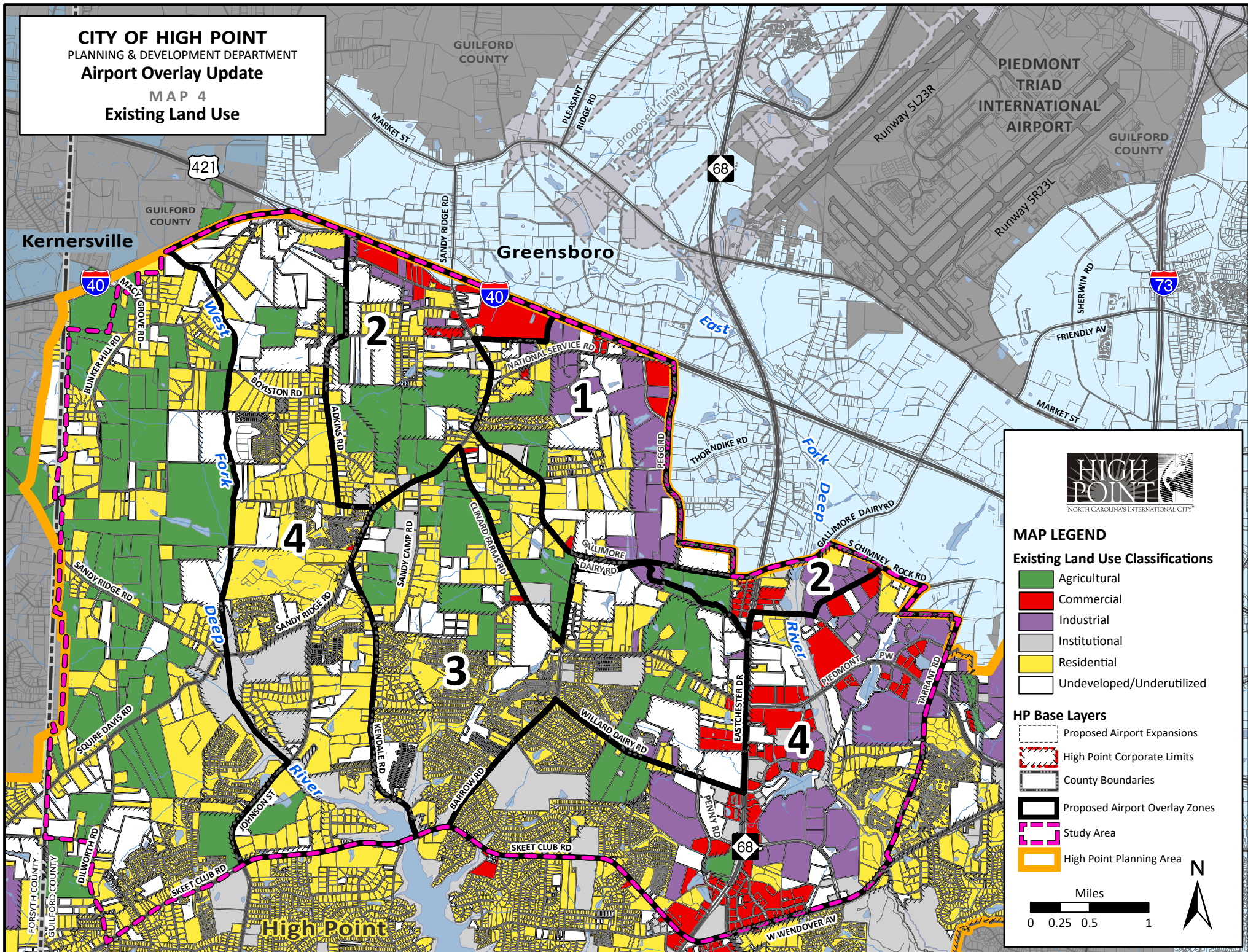
MAP 2
Land Use Plan



CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
 MAP 3
Northwest Area Plan



CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
 MAP 4
Existing Land Use



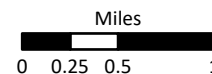
MAP LEGEND

Existing Land Use Classifications

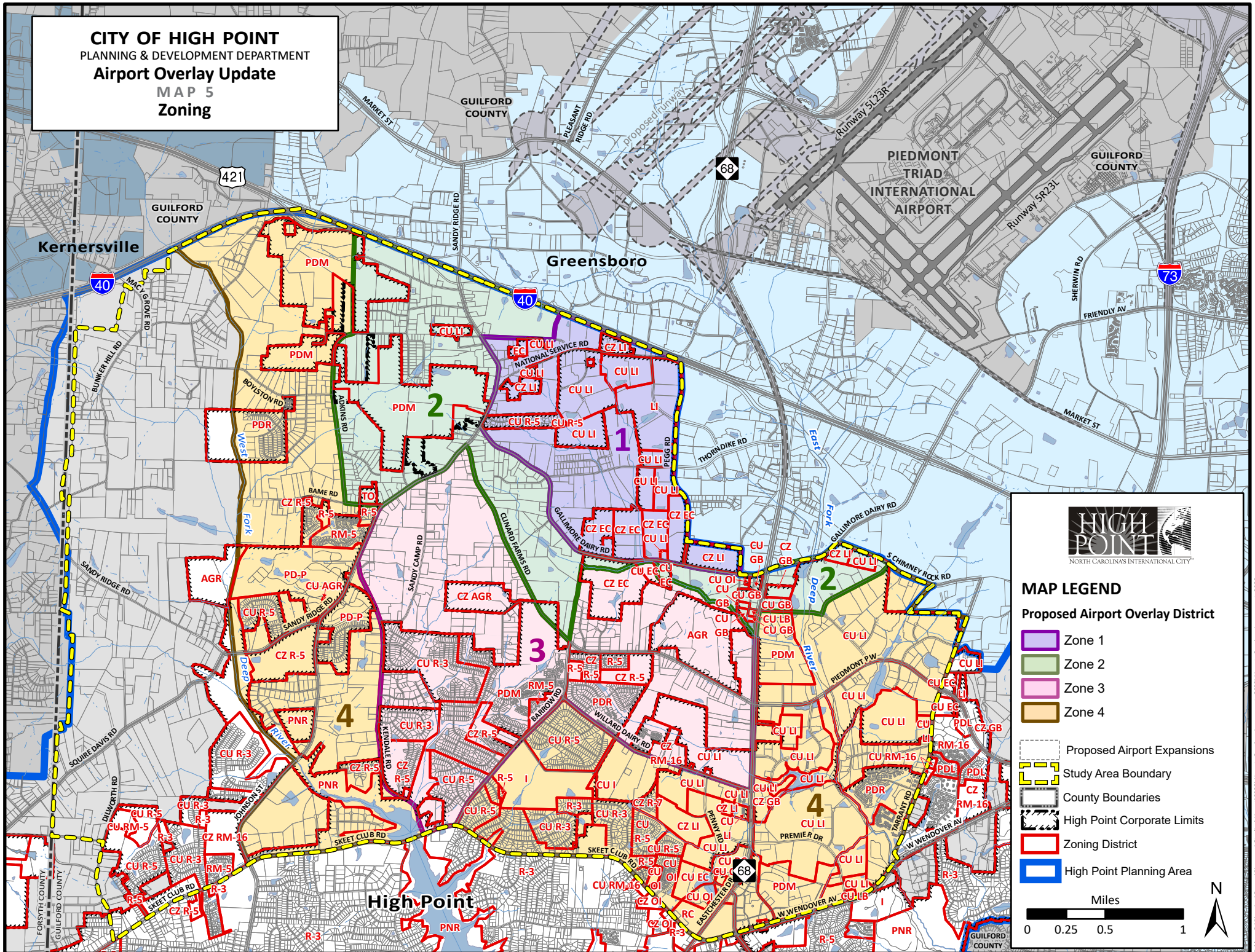
- Agricultural
- Commercial
- Industrial
- Institutional
- Residential
- Undeveloped/Underutilized

HP Base Layers

- Proposed Airport Expansions
- High Point Corporate Limits
- County Boundaries
- Proposed Airport Overlay Zones
- Study Area
- High Point Planning Area



CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
 MAP 5
Zoning





HIGH POINT
NORTH CAROLINA INTERNATIONAL CITY

MAP LEGEND

Proposed Airport Overlay District

- Zone 1
- Zone 2
- Zone 3
- Zone 4

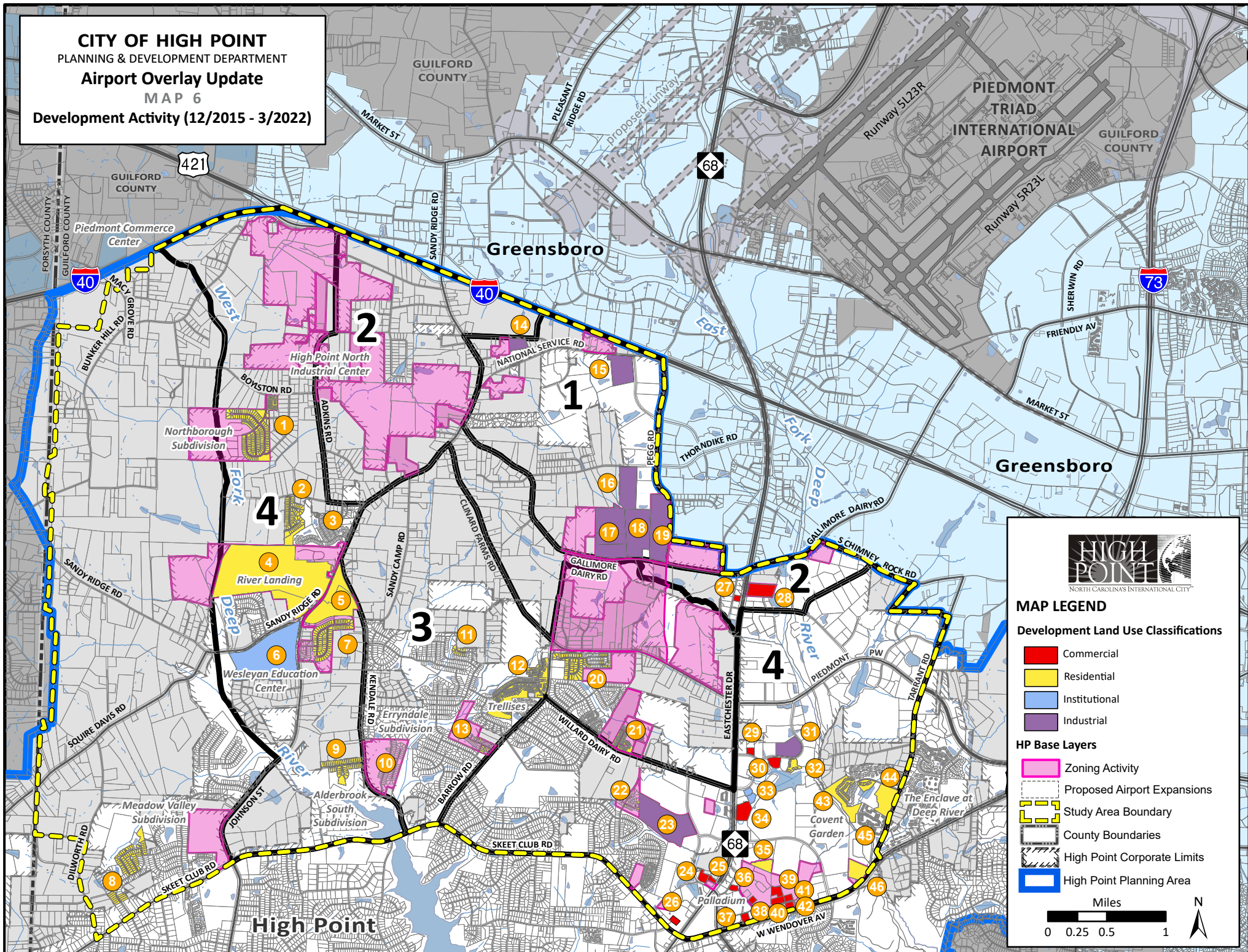
- Proposed Airport Expansions
- Study Area Boundary
- County Boundaries
- High Point Corporate Limits
- Zoning District
- High Point Planning Area

Miles

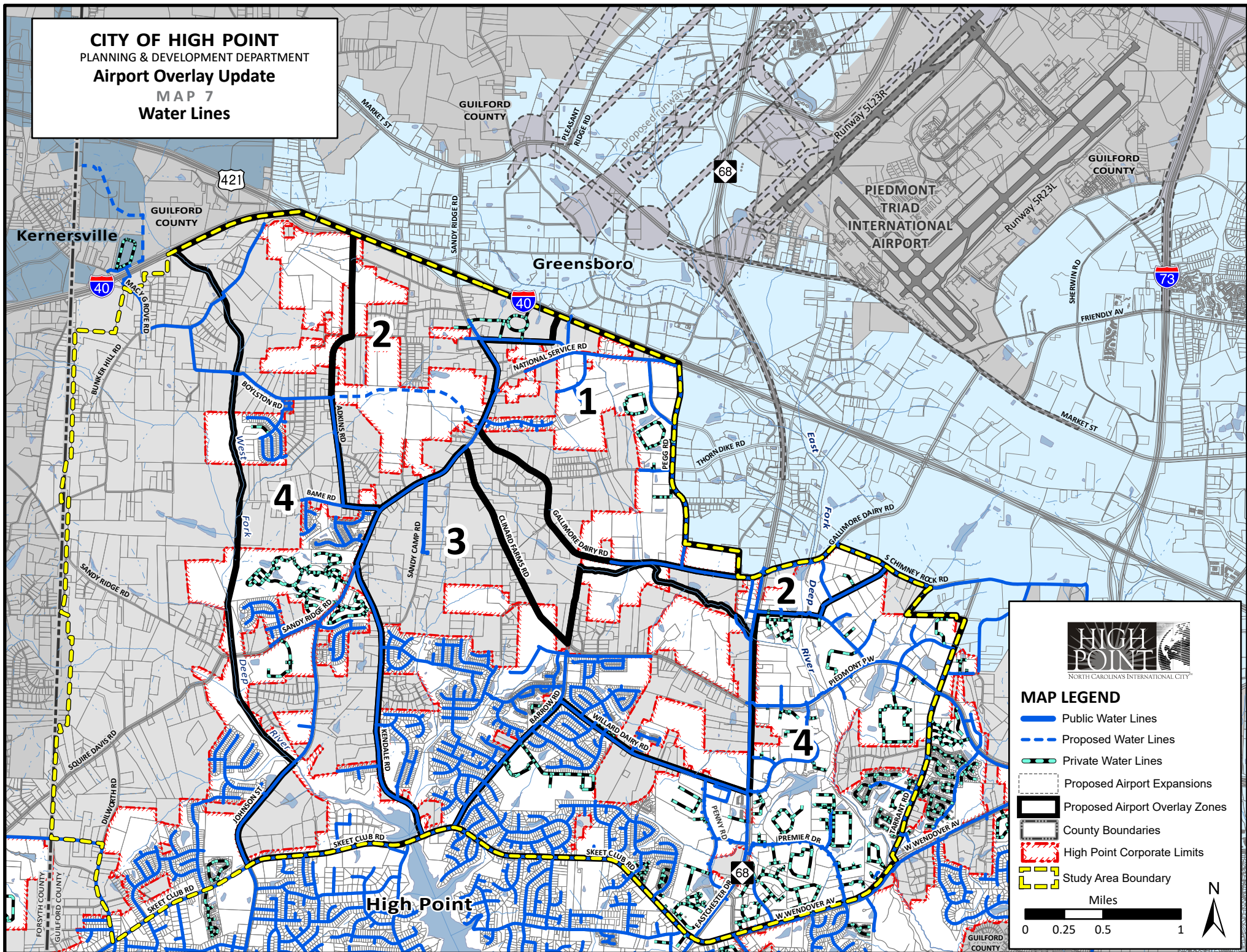
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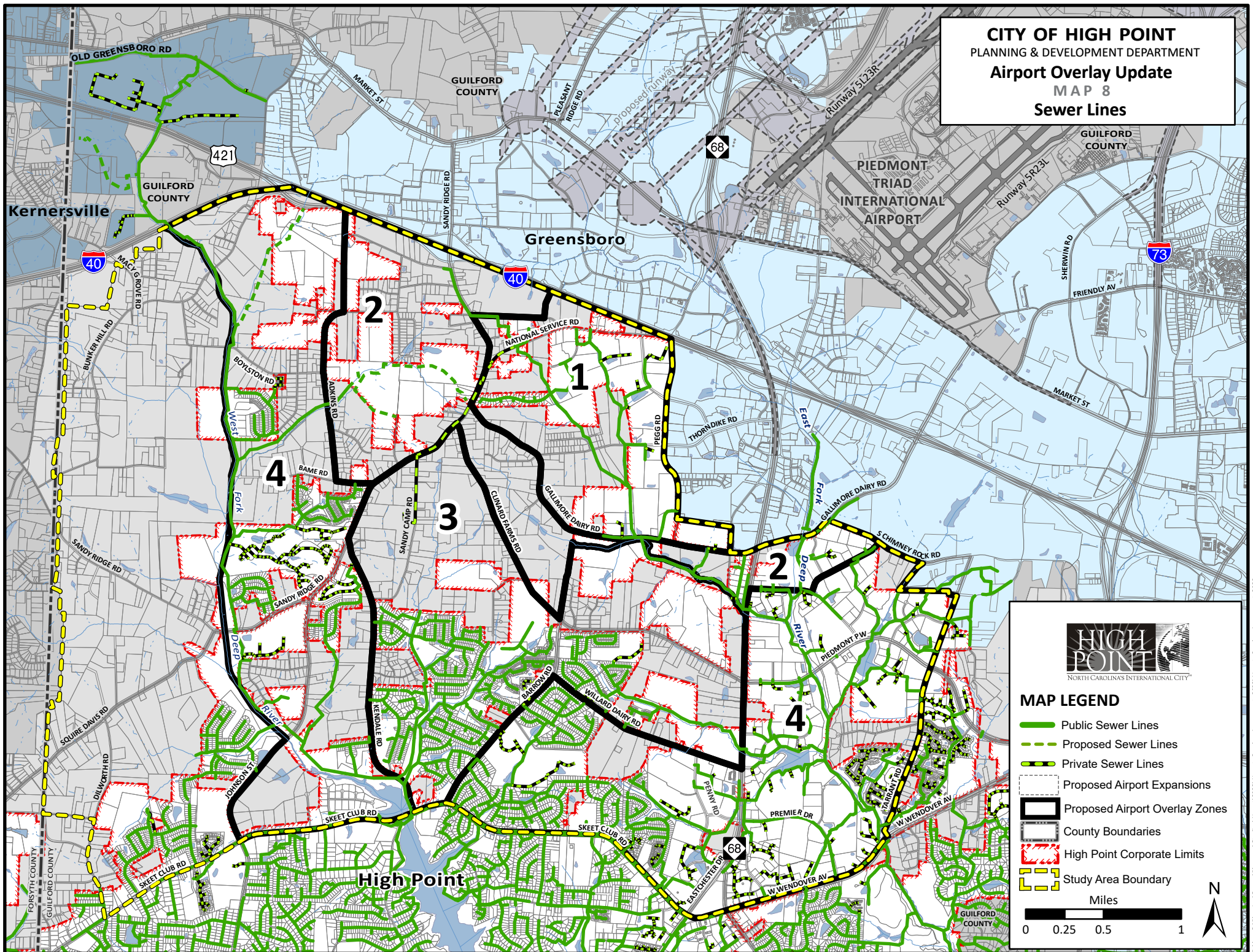
CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
MAP 6
 Development Activity (12/2015 - 3/2022)



CITY OF HIGH POINT
PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
MAP 7
Water Lines



CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
 MAP 8
Sewer Lines



MAP LEGEND

- Public Sewer Lines
- Proposed Sewer Lines
- Private Sewer Lines
- Proposed Airport Expansions
- Proposed Airport Overlay Zones
- County Boundaries
- High Point Corporate Limits
- Study Area Boundary

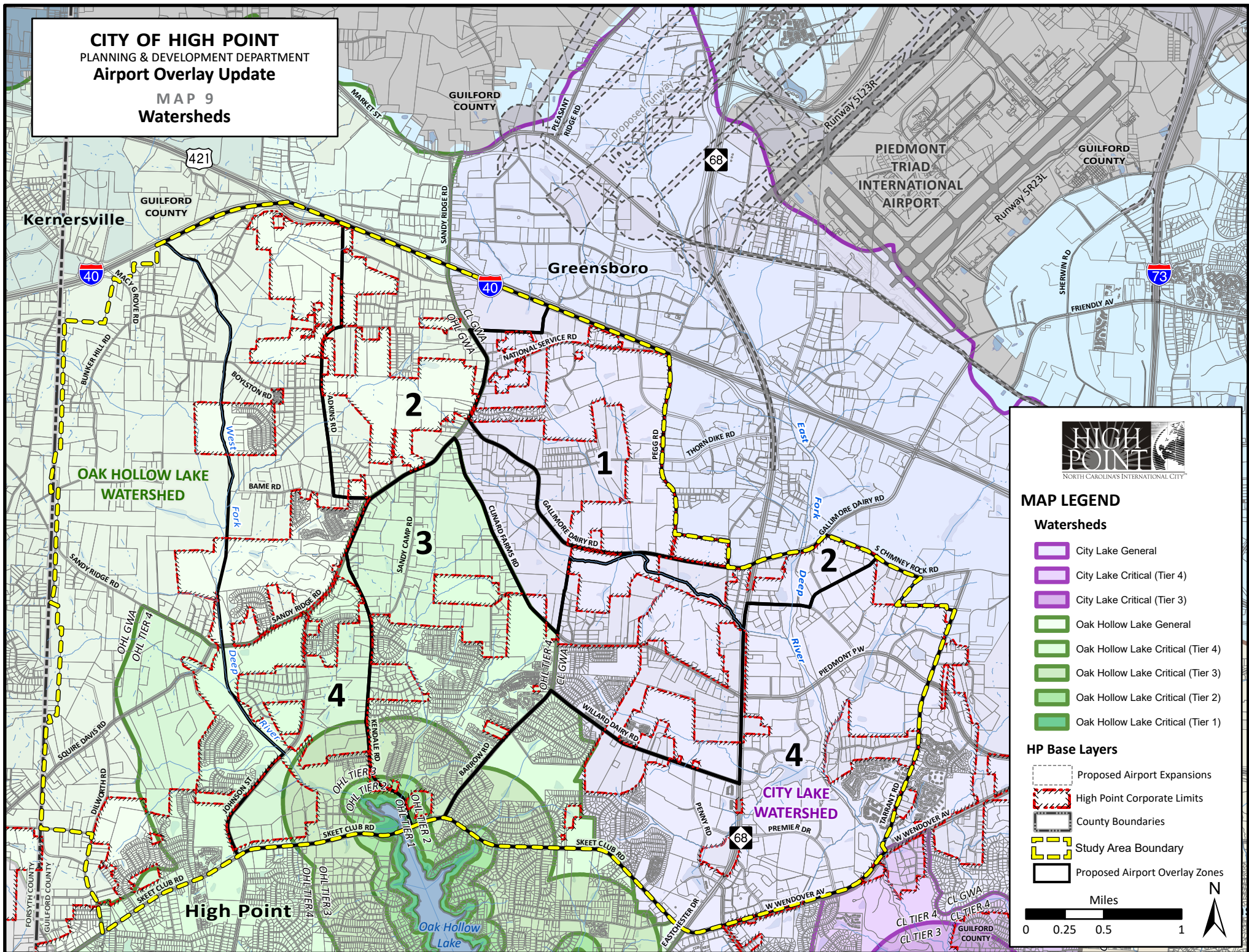
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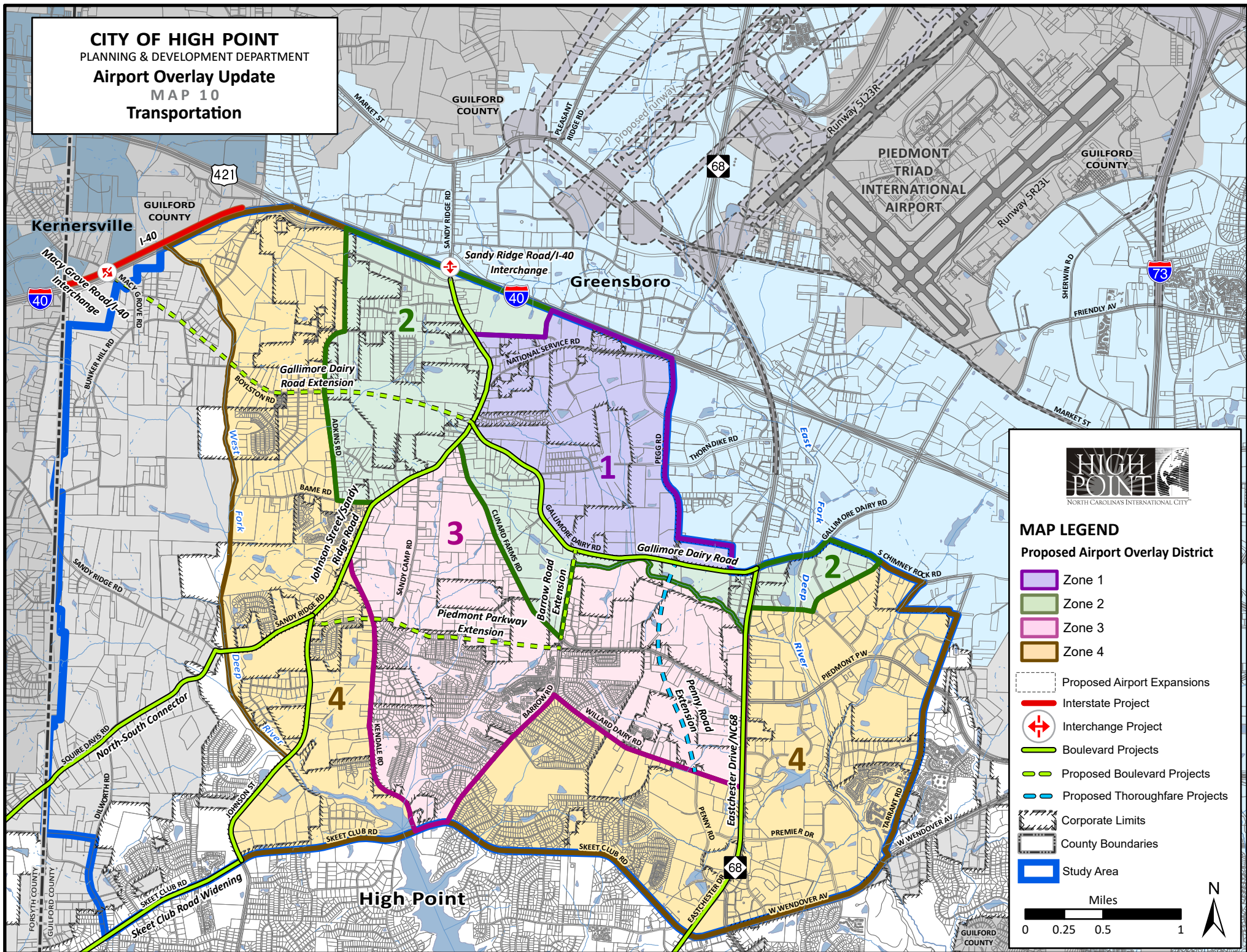
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CITY OF HIGH POINT
PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update

MAP 9
Watersheds



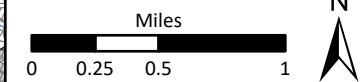
CITY OF HIGH POINT
 PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
MAP 10
Transportation



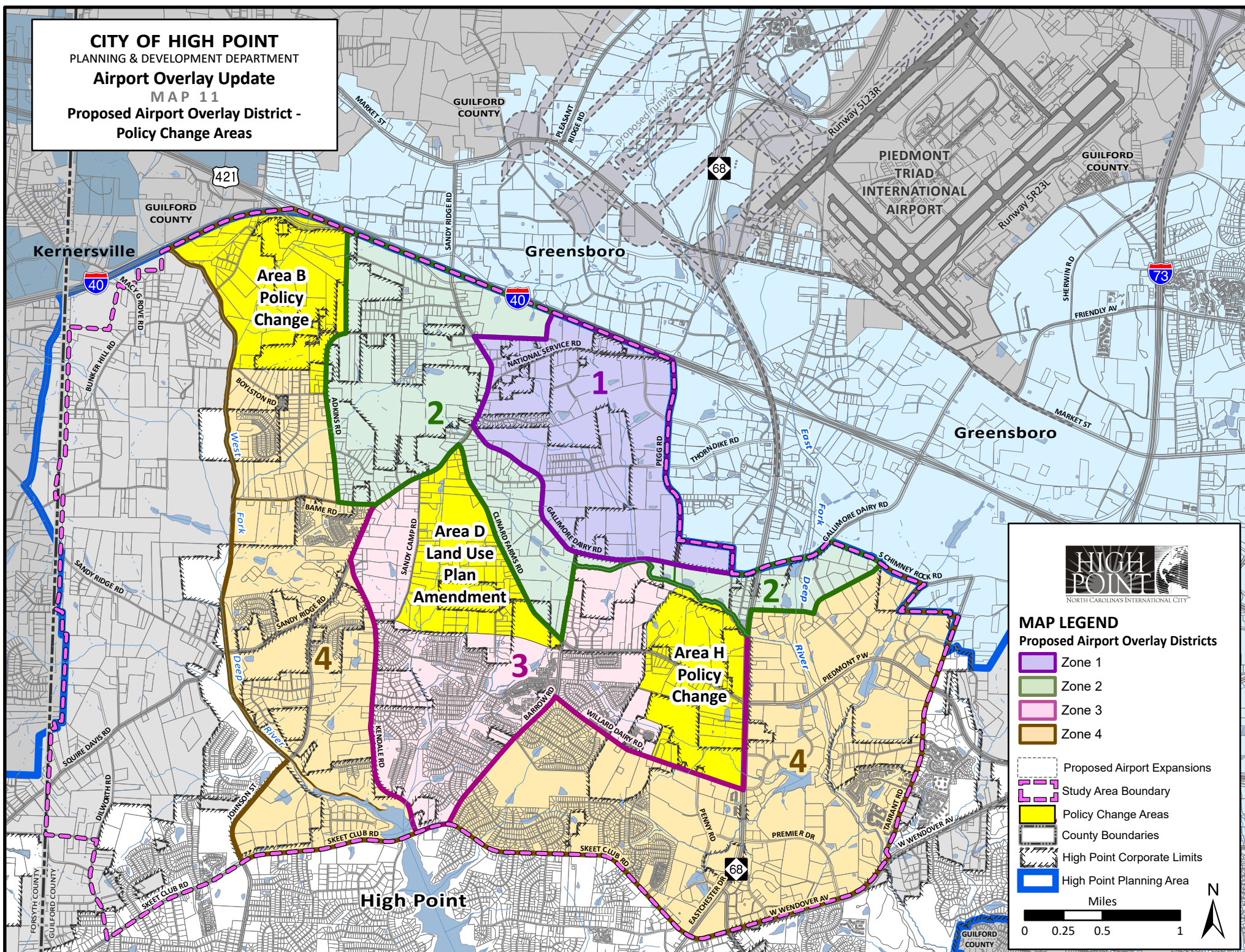
MAP LEGEND

Proposed Airport Overlay District

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Proposed Airport Expansions
- Interstate Project
- Interchange Project
- Boulevard Projects
- Proposed Boulevard Projects
- Proposed Thoroughfare Projects
- Corporate Limits
- County Boundaries
- Study Area



CITY OF HIGH POINT
PLANNING & DEVELOPMENT DEPARTMENT
Airport Overlay Update
MAP 11
Proposed Airport Overlay District -
Policy Change Areas



**A RESOLUTION ADOPTING THE AIRPORT OVERLAY DISTRICT LAND USE
POLICY EVALUATION**

WHEREAS, the need for a land use policy evaluation was identified in the PTIA Part 150 Update Assessment due to the recommended changes to the Airport Overlay District; and

WHEREAS, the Land Use Plan goals and policies support the assessment; and

WHEREAS, there is a need for continued policy guidance; and

WHEREAS, a public hearing draft was made available for public review on May 24, 2022; and

WHEREAS, the City held a public meeting to review the draft evaluation and get feedback on June 27, 2022; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on July 26, 2022 and before the City Council of the City of High Point on September 19, 2022 regarding the adoption of said Airport Overlay District Land Use Policy Evaluation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA that the Airport Overlay District Land Use Policy Evaluation recommended for adoption by the Planning and Zoning Commission be adopted as a policy guide for future development.

Adopted by City Council
City of High Point, North Carolina,
This 19th day of September, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Historic Preservation Commission

From: City Clerk's Office

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: No

PURPOSE:

To confirm the appointment of David Blackman to the Historic Preservation Commission.

BACKGROUND:

Mayor Pro Tem Peters is requesting the appointment of David Blackman to the Historic Preservation Commission as her Ward 3 appointee. Mr. Blackman's term will become effective immediately and will expire on June 30, 2025.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of David Blackman to become effective immediately and expire on June 30, 2025.

Profile

David

First Name

Blackman

Last Name

blackmandl66@gmail.com

Email Address

2286 Cambridge Oaks Dr

Street Address

Suite or Apt

High Point

City

NC

State

27262

Postal Code

Mobile: (336) 848-3881

Primary Phone

Alternate Phone

none

Employer

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Ward you reside in?

3

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

Please refer to my CV for educational experience with archaeology.

[David_CV.docx](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *☒ Male

David L. Blackman

2286 Cambridge Oaks Dr. High Point, N.C. 27262

Phone: 336-848-3881

Email: blackmandl66@gmail.com

Education

2022 (December)	M.A. in Anthropology Concentrations: Archaeology and Museum Anthropology Georgia State University
2019	B.A. in Archaeology/Anthropology Minor: Classical Studies University of North Carolina at Greensboro
1996	M.S. in Management Science High Point University
1988	B.S. in Business Administration/Economics/Furniture Marketing High Point College

Grade Point Average

Cumulative 3.96

Relevant Coursework Completed

Introduction to Archaeology	Introduction to Greek Archaeology
Introduction to Roman Archaeology	Methods in Archaeology
Archaeology of South America	Archaeology of the Aegean
Archaeology of Power and Politics	Paleolithic Archaeology
Archaeology of the Southeastern U.S.	Art and Archaeology of Egypt
Archaeological Theory	Museum Anthropology
Cultural Resource Management	

Relevant Training

2020-2022 Teaching/Research Assistant

Professors: Dr. Nicola Sharratt
Dr. Jeffery Glover
Dr. Frank Williams

Duties: Assist with the set-up on in-class labs, grade student work, tutor

2019 Contisuyo Field School; Moquegua, Peru

Director: Dr. Donna Nash, University of North Carolina at Greensboro

Skills Acquired: Analysis of ceramics, lithics, fauna and textiles as well as the analysis of human skeletal remains.

Spring 2019 Teaching Assistant

Class: Methods in Archaeology

Professor: Dr. Donna Nash, University of North Carolina at Greensboro

Duties: Assist with the set-up of in-class labs

2018 KARS Field School; Kea, Greece

Director: Dr. Joanne Murphy, University of North Carolina at Greensboro

Skills Acquired: Sorting, identifying diagnostics, dating, cataloging, munselling, and photography of archaeological finds.

Scholarships

2019 Foy and Phyllis Kohler Endowment

2018 – 2019 Class of 1948 50th Anniversary Fund

2018 Classical Studies Travel Award

2018 Weaver Endowment in International Programs

Awards

- 2019 Phi Beta Kappa Honor Society
- 2019 Phi Kappa Phi Honor Society
- 2019 Student Excellence Award for Archaeology
- 1988 Delta Mu Delta Honor Society

Volunteer Work

- UNCG Archaeology Lab with Dr. Linda Stine (2017)
- UNCG Latin Archaeology Lab with Dr. Donna Nash (2018-2019)
- Board of Trustees at Westchester Country Day School in High Point, N.C. (2017-2019)

School Activities

- Past President and current Treasurer of the UNCG Archaeology Club. Oversaw the successful re-boot of the club in the spring of 2017.
- Mentor fellow archaeology students.

Professional Affiliations

- Society for American Archaeology

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 708 Habersham Rd.

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 2/7/2022

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 708 Habersham Rd.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 8/18/2021. No action occurred by the compliance date of 9/20/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

708 Habersham Rd.

OWNER:

Evelyn C. & Andrew McConnell

**REASON FOR
INSPECTION:**

Received complaint through 911 Communications

**FIRST
INSPECTION:
2/28/2020**

Summary of Major Violations

1. Repair or replace damaged roof sheathing & covering
2. Repair or replace damaged/missing ceiling & wall material
3. Repair or replace damaged framing throughout
4. Repair or replace damaged ceiling joists
5. Install, repair or replace damaged or missing plumbing fixtures

**HEARING
RESULTS:
2/18/2021**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
2/18/2021**

Order to Repair or Demolish
Date of Compliance 9/20/2021

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

Guilford County property taxes in the amount of \$15,397.96 are due for the years of 2014 through 2021.

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

708 Habersham Rd.

Evelyn C. McConnell &
Andrew McConnell
2457-A Ingleside Dr.
High Point, NC 27265

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

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

Adopted by City Council,
This the 7th day of February, 2022

Lisa B. Vierling, City Clerk





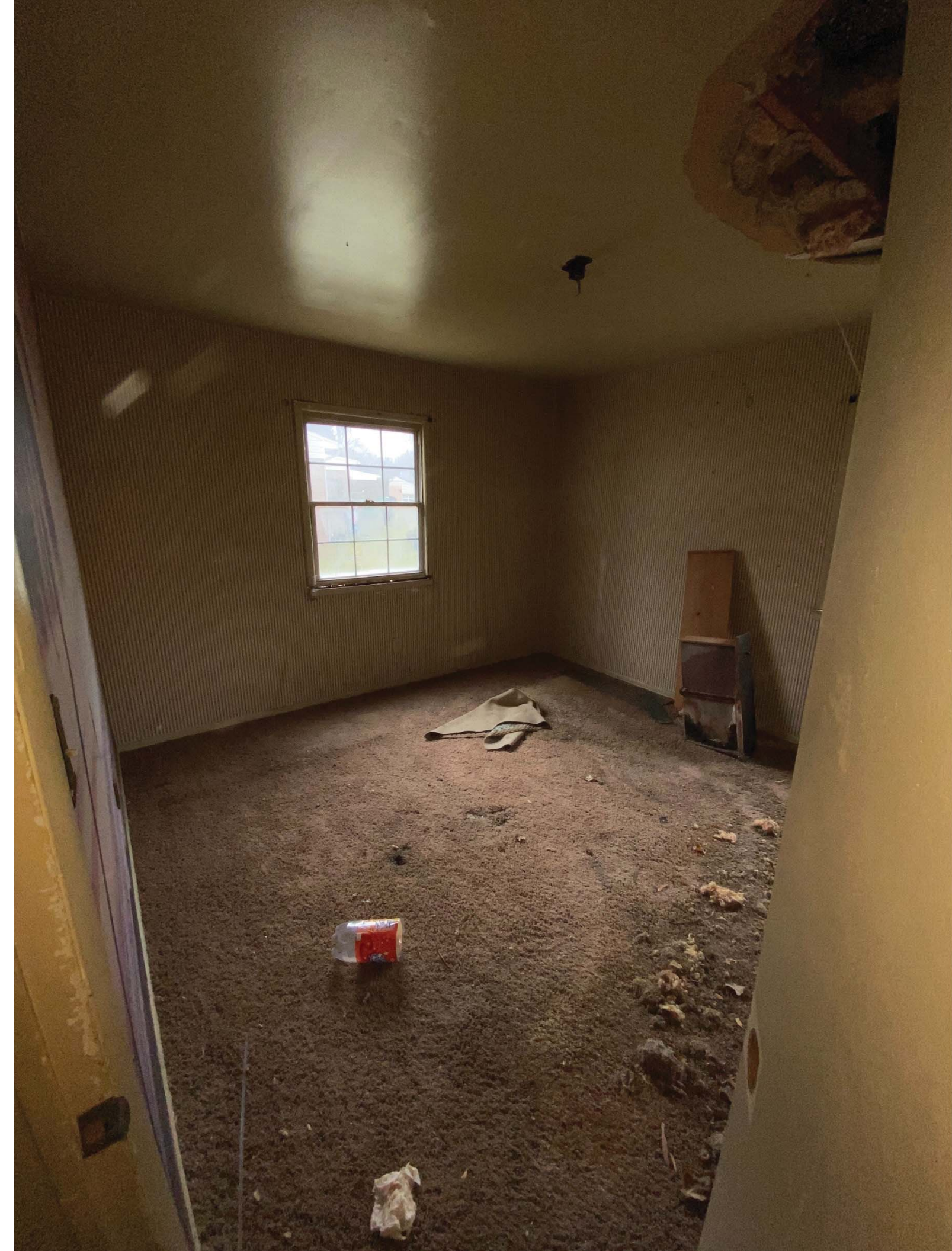
















CITY OF HIGH POINT

AGENDA ITEM



Title: Washington Street Bond Project – Railroad Agreement

From: Robby Stone, PE; Public Services Director
Derrick Boone, Assistant Public Services Dir.

Meeting Date: September 19, 2022

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Railroad Pipeline Agreement - Sewer
Attachment B: Railroad Pipeline Agreement – Sewer
Attachment C: Railroad Pipeline Agreement - Water

PURPOSE:

The purpose of this agreement between the North Carolina Railroad, Norfolk Southern and The City of High Point is for the Public Services Department to have infrastructure that will occupy railroad right of way. The Washington Street project is currently in the utility relocation phase, and while the city is moving water & sewer utility infrastructure away from the current railroad tracks, much of the utility lines will remain within that right of way.

BACKGROUND:

The Washington Street project is a bond project that was previously approved by City Council.

BUDGET IMPACT:

Funds are included in the Capital budget to cover this agreement.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Pipeline Agreement fee of \$90,916.02 to the railroad.

Railroad Use Only
NS File No. 1303889

NCRR File No. o_m-298+1837
AC:

PIPELINE AGREEMENT

THIS AGREEMENT, made and entered into by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled "Company"; and CITY OF HIGH POINT, a North Carolina government entity, hereinafter styled "Licensee"; and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "NSR";

WITNESSETH:

WHEREAS, Licensee proposes to install, maintain, operate and eventually remove one (1) 8-inch ductile iron sewer pipe and four (4) manholes, on, under and along the right of way or property of Company, between Milepost 298 plus 1,837 feet, Valuation Station 6967 plus 46 feet and Milepost 298 plus 2,371 feet, Valuation Station 6972 plus 80 feet, at or near East Washington Street in High Point, Guilford County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibit A1, A2, A3 & A4 dated June 30, 2022, attached hereto and made a part hereof (hereinafter called "Facilities");

WHEREAS, Company is willing to permit the proposed Facilities, upon the following terms and conditions; and

NOW, THEREFORE, for and in consideration of the premises, payment of an initial fee by Licensee to NSR of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and also a one-time non-refundable fee to Company of TWENTY SIX THOUSAND EIGHT HUNDRED FIFTEEN AND 68/100 DOLLARS (\$26,815.68) and of the covenants hereinafter made, Company does hereby permit and grant to Licensee insofar as Company has the right to do, without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, the use and occupation of so much ground as may be necessary for the Facilities. This permit and grant to Licensee is made upon the following terms and conditions, to-wit:

1. Licensee will construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print(s) and any other specifications prescribed by Company, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of Company. The indemnity contained herein is intended to survive the termination of this Agreement.

3. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from Licensee's permitted operations or uses of Company's property pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install the Facilities. Licensee agrees to indemnify and hold harmless Company from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to Licensee's activities upon Company's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities. The indemnity contained herein is intended to survive the termination of this Agreement.

4. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by Company as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:

(a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.

(b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Pipeline Agreement, Licensee or its contractor shall procure and furnish to Company a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name Company as the named insured.

(c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.

(d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.

(e) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to Company at Property Department, North Carolina Railroad Company, 2809 Highwoods Blvd, Raleigh, NC 27604 (or such other current address provided to Licensee) and approved by Company prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Agreement or consent.

5. The details of the Facilities to be installed and maintained shall be at the option of Licensee, and subject to the approval of Company. In case of failure of Licensee to do the work as herein specified, Company reserves the right to remove the Facilities from Company's premises at the expense of Licensee, and to terminate this Agreement upon ten (10) days' written notice.

6. If Company shall make any change or addition on its right of way at or near the Facilities of Licensee affecting the character, height or alignment of any of Company's power lines, communication, signal or other wires or electrical apparatus, or shall place structures or additional wires or electrical apparatus upon its said right of way, or shall make on its said right of way any change to any line, grade, track, roadbed, installations, works or structures or in the use of any such line, grade, track, roadbed, installations, works or structure, which would be affected by the Facilities of Licensee or by the use thereof, Licensee shall within thirty (30) days of written notice from the Company to Licensee, at Licensee's sole cost and expense, make such changes in the location and character of the Facilities as, in the opinion of Company, shall be necessary or appropriate on account of any such changes or additions.

7. Licensee will notify Company prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Company's signal, communications and other electronic systems for possible interference. If the Facilities cause degradation of the signal, communications or other electronic facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Company so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Company. This provision applies to the existing signal, communications and electronic equipment of Company and to any signal, communications or electronic equipment that Company may install in the future.

8. If Licensee fails to take any corrective measures requested by Company in a timely manner or if an emergency situation is presented which, in the Company's judgment, requires immediate repairs to the facilities, Company, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable and Licensee shall reimburse Company upon receipt of an invoice.

9. Notwithstanding any other provision of this Agreement, it is understood, agreed and covenanted that Licensee accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described caused by any defects therein or business conducted thereon, whether caused by the negligence of Company, its officers, agents or employees, or otherwise, and Licensee hereby indemnifies Company, its officers, agents, and employees, from and against any such liability for said damage. The indemnity contained herein is intended to survive the termination of this Agreement.

10. Company shall furnish, at the cost of Licensee, labor and materials to support its tracks and to protect its traffic during the installation, maintenance, repair, renewal or removal of the Facilities.

11. It is further agreed between the parties that the premises shall be used by Licensee only for the Facilities and for no other purpose without the written permission of the chief engineering officer of Company.

12. Licensee shall give Company seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Company. Licensee agrees to pay any costs incurred by Company for the purpose of protection and inspection considered necessary by Company during installation, maintenance, operation, modification, replacement and/or removal of the Facilities. Such costs shall be paid upon the Company's submission of an invoice to Licensee.

13. Licensee shall not assign this Agreement without the written consent of Company which consent may be withheld in Company's sole discretion.

14. The word "Company" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Company. Said term also shall include Company's

officers, agents and employees, and any parent company, subsidiary or affiliate of Company and their officers, agents and employees.

15. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. During said sixty (60) day period, Licensee shall remove the Facilities from Company's premises and restore said premises to a condition satisfactory to Company's chief engineering officer. If Licensee fails to remove the Facilities within the aforesaid sixty day period, Company may elect: (a) to become the owner of the Facilities without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) to remove the Facilities and all property of Licensee from the premises of Company at the expense of Licensee. Licensee agrees to reimburse Company for any and all costs of such removal upon receipt of an invoice. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

16. The terms set forth in the attached **Exhibit B**, consisting of two pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the _____ day of _____, 20____.

COMPANY:

NORTH CAROLINA RAILROAD COMPANY

By: _____

Title: _____

LICENSEE:

CITY OF HIGH POINT

By: _____

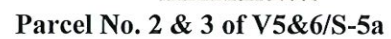
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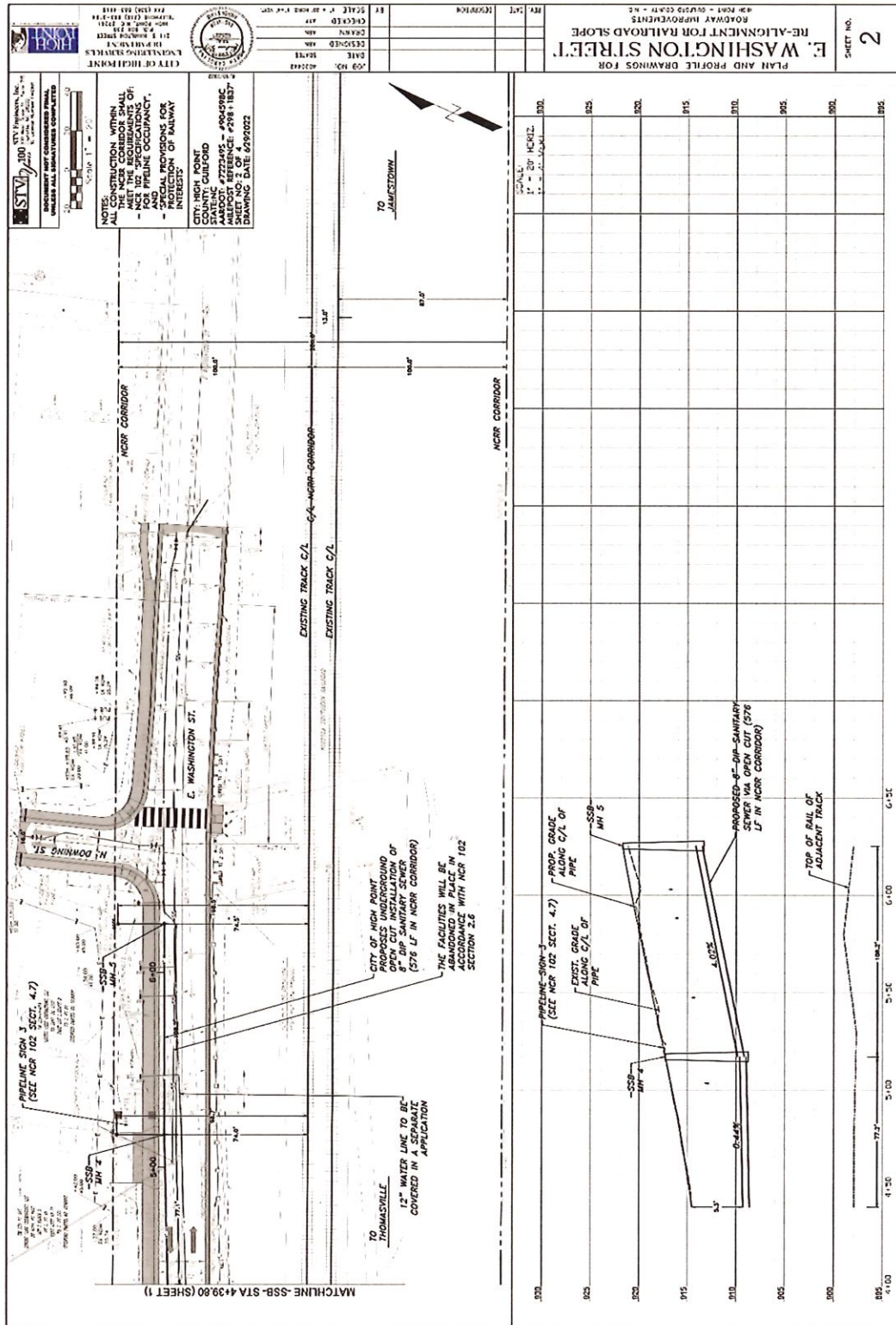
NSR:

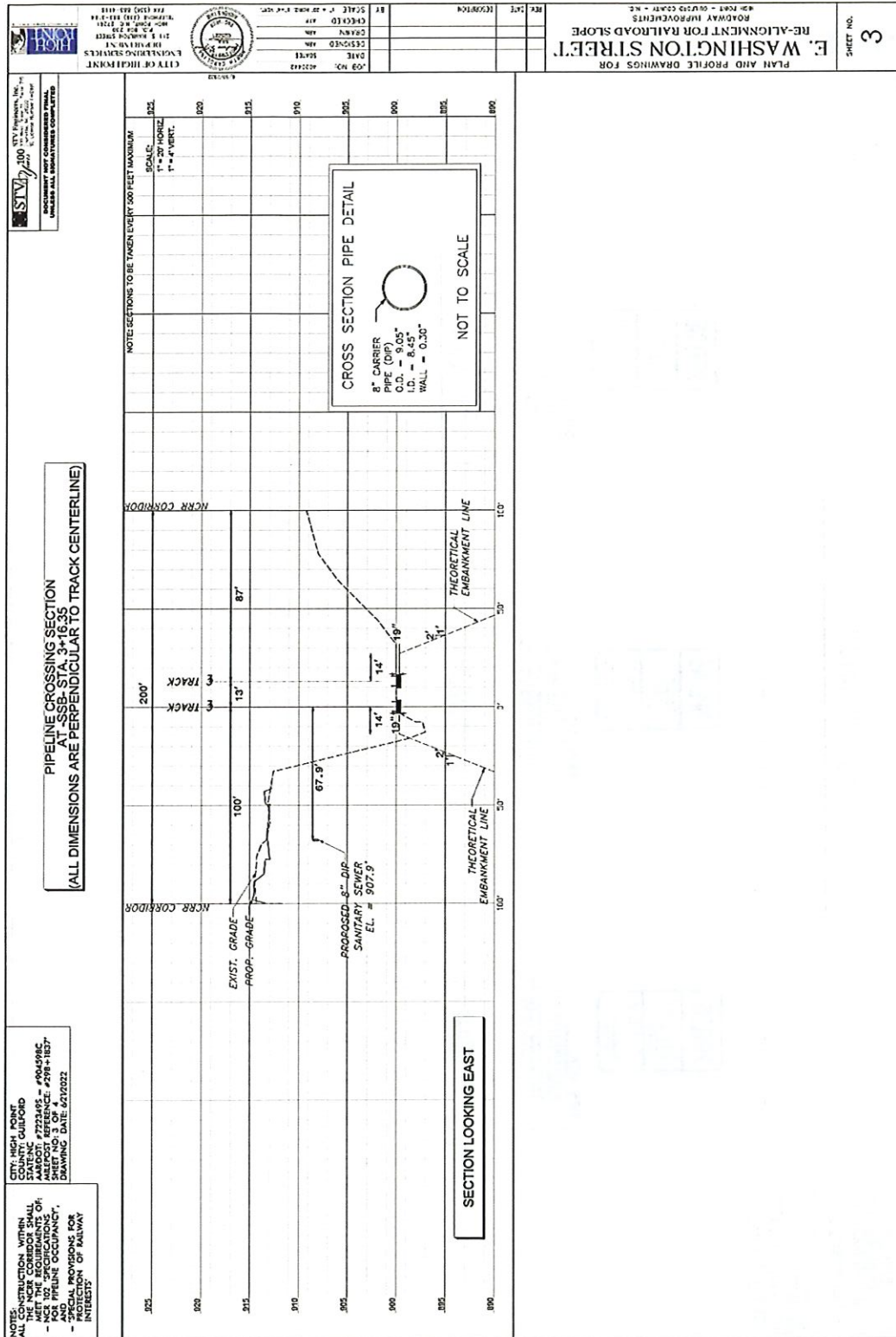
NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Title: _____







Parcel No. 2 & 3 of V5&6/S-5a

EXHIBIT B

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's officers, agents and employees, and any parent company, subsidiary or affiliate of NSR and their officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.
6. NSR must be given at least thirty (30) days notice prior to the placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by this Agreement.

7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by NSR as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:
 - (a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name NSR as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Wireline Agreement, Licensee or its contractor shall procure and furnish to NSR a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name NSR as the named insured.
 - (c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
 - (d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name NSR as an additional insured and shall include a severability of interests provision.
 - (e) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.

Railroad Use Only
NS File No. 1304009

NCRR File No. o_m-298+3180
AC:

PIPELINE AGREEMENT

THIS AGREEMENT, made and entered into by and between NORTH CAROLINA RAILROAD COMPANY, a North Carolina corporation, hereinafter styled "Company"; and CITY OF HIGH POINT, a North Carolina government entity, hereinafter styled "Licensee"; and NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "NSR";

WITNESSETH:

WHEREAS, Licensee proposes to maintain, operate and eventually remove one (1) existing manhole, on the right of way or property of Company, at Milepost 298 plus 3,333 feet, Valuation Station 6982 plus 42 feet, at or near East Washington Street in High Point, Guilford County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibit A1 dated June 30, 2022, attached hereto and made a part hereof (hereinafter called "Facilities");

WHEREAS, Licensee proposes to install, maintain, operate and eventually remove one (1) 8-inch ductile iron sewer pipe and three (3) manholes, on, under and along the right of way or property of Company, between Milepost 298 plus 3,180 feet, Valuation Station 6980 plus 89 feet and Milepost 298 plus 3,333 feet, Valuation Station 6982 plus 42 feet, at or near East Washington Street in High Point, Guilford County, North Carolina; the same to be located in accordance with prints of the Drawings marked Exhibit A1, A2 & A3 dated June 30, 2022, attached hereto and made a part hereof (hereinafter called "Facilities");

WHEREAS, Company is willing to permit the proposed Facilities, upon the following terms and conditions; and

NOW, THEREFORE, for and in consideration of the premises, payment of an initial fee by Licensee to NSR of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and also a one-time non-refundable fee to Company of TWENTY TWO THOUSAND TWO HUNDRED EIGHTY NINE AND 40/100 DOLLARS (\$22,289.40) and of the covenants hereinafter made, Company does hereby permit and grant to Licensee insofar as Company has the right to do, without warranty and subject to all encumbrances, covenants and easements to which Company's title may be subject, the use and occupation of so much ground as may be necessary for the Facilities. This permit and grant to Licensee is made upon the following terms and conditions, to-wit:

1. Licensee will construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of Company or endanger persons or property of Company, and in accordance with (a) plans and specifications (if any) shown on said print(s) and any other specifications prescribed by Company, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. Licensee hereby agrees to indemnify and save harmless Company, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's

fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of Company. The indemnity contained herein is intended to survive the termination of this Agreement.

3. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from Licensee's permitted operations or uses of Company's property pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install the Facilities. Licensee agrees to indemnify and hold harmless Company from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to Licensee's activities upon Company's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities. The indemnity contained herein is intended to survive the termination of this Agreement.

4. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by Company as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:

(a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name Company as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand augur) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.

(b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Pipeline Agreement, Licensee or its contractor shall procure and furnish to Company a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name Company as the named insured.

(c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.

(d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name Company as an additional insured and shall include a severability of interests provision.

(e) The insurance required herein shall be of such form and content as may be acceptable to Company. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to Company at Property Department, North Carolina Railroad Company, 2809 Highwoods Blvd, Raleigh, NC 27604 (or such other current address provided to Licensee) and approved by Company prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Agreement or consent.

5. The details of the Facilities to be installed and maintained shall be at the option of Licensee, and subject to the approval of Company. In case of failure of Licensee to do the work as herein specified, Company reserves the right to remove the Facilities from Company's premises at the expense of Licensee, and to terminate this Agreement upon ten (10) days' written notice.

6. If Company shall make any change or addition on its right of way at or near the Facilities of Licensee affecting the character, height or alignment of any of Company's power lines, communication, signal or other wires or electrical apparatus, or shall place structures or additional wires or electrical apparatus upon its said right of way, or shall make on its said right of way any change to any line, grade, track, roadbed, installations, works or structures or in the use of any such line, grade, track, roadbed, installations, works or structure, which would be affected by the Facilities of Licensee or by the use thereof, Licensee shall within thirty (30) days of written notice from the Company to Licensee, at Licensee's sole cost and expense, make such changes in the location and character of the Facilities as, in the opinion of Company, shall be necessary or appropriate on account of any such changes or additions.

7. Licensee will notify Company prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Company's signal, communications and other electronic systems for possible interference. If the Facilities cause degradation of the signal, communications or other electronic facilities of Company, Licensee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Company so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Company. This provision applies to the existing signal, communications and electronic equipment of Company and to any signal, communications or electronic equipment that Company may install in the future.

8. If Licensee fails to take any corrective measures requested by Company in a timely manner or if an emergency situation is presented which, in the Company's judgment, requires immediate repairs to the facilities, Company, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable and Licensee shall reimburse Company upon receipt of an invoice.

9. Notwithstanding any other provision of this Agreement, it is understood, agreed and covenanted that Licensee accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described caused by any defects therein or business conducted thereon, whether caused by the negligence of Company, its officers, agents or employees, or otherwise, and Licensee hereby indemnifies Company, its officers, agents, and employees, from and against any such liability for said damage. The indemnity contained herein is intended to survive the termination of this Agreement.

10. Company shall furnish, at the cost of Licensee, labor and materials to support its tracks and to protect its traffic during the installation, maintenance, repair, renewal or removal of the Facilities.

11. It is further agreed between the parties that the premises shall be used by Licensee only for the Facilities and for no other purpose without the written permission of the chief engineering officer of Company.

12. Licensee shall give Company seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Company. Licensee agrees to pay any costs incurred by Company for the purpose of protection and inspection considered necessary by Company during installation, maintenance, operation, modification, replacement and/or removal of the Facilities. Such costs shall be paid upon the Company's submission of an invoice to Licensee.

13. Licensee shall not assign this Agreement without the written consent of Company which consent may be withheld in Company's sole discretion.

14. The word "Company" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Company. Said term also shall include Company's officers, agents and employees, and any parent company, subsidiary or affiliate of Company and their officers, agents and employees.

15. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. During said sixty (60) day period, Licensee shall remove the Facilities from Company's premises and restore said premises to a condition satisfactory to Company's chief engineering officer. If Licensee fails to remove the Facilities within the aforesaid sixty day period, Company may elect: (a) to become the owner of the Facilities without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) to remove the Facilities and all property of Licensee from the premises of Company at the expense of Licensee. Licensee agrees to reimburse Company for any and all costs of such removal upon receipt of an invoice. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

16. The terms set forth in the attached **Exhibit B**, consisting of two pages and titled "Agreement and Consent of Norfolk Southern Railway Company," are incorporated into this Agreement as if set forth verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate, each part being an original, as of the _____ day of _____, 20____.

COMPANY:

NORTH CAROLINA RAILROAD COMPANY

By: _____

Title: _____

LICENSEE:

CITY OF HIGH POINT

By: _____

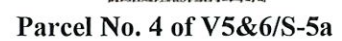
Title: _____

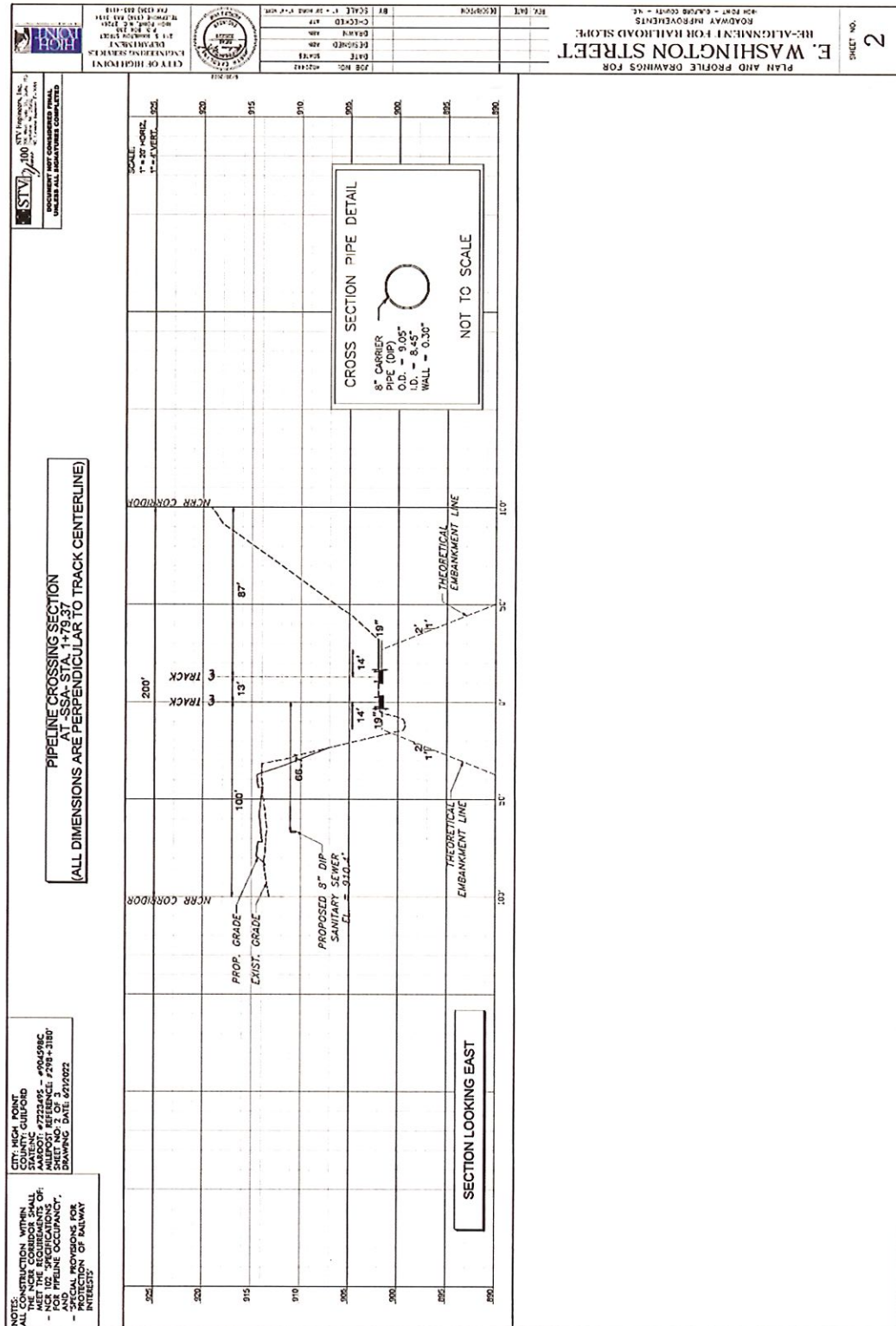
NSR:

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Title: _____





STV 100 City of Guilford, NC DOCUMENT NOT COMPLETED UNLESS ALL SIGNATURES COMPLETED	PLANNING AND PROFILE DRAWINGS FOR RE-ALIGNMENT FOR RAILROAD SLOPE E. WASHINGTON STREET	SHEET NO. 3	DATE: 06/20/22 DATE: 06/20/22 DATE: 06/20/22	SCALE: 1" = 20' HORIZ. 1" = 10' VERT.	PROJECT: RAILROAD SLOPE E. WASHINGTON STREET IN PHASE 1 RE-ALIGNMENT FOR RAILROAD SLOPE E. WASHINGTON STREET IN PHASE 1
PIPELINE MARKER SIGNS SEE NOR 102 SECT. 4.7 PIPELINE CITY OF GUILFORD COUNTY OF GUILFORD 100 EAST MAIN STREET GUILFORD, NC 27433 PHONE: 336.283.1111 FAX: 336.283.1112 WWW.GUILFORDNC.GOV SIGN DATA: 1" ALUMINUM PANEL 1" ALUMINUM POST 1" ALUMINUM BRACKET - SHIELDING OR APPROVED EQUAL - SHIELD COPY ON WHITE BACKGROUND - USE 2" LEFT CHANNEL POST (MIN) - USE 2" LEFT CHANNEL POST (MIN) - MOUNT SIGN BACK TO BACK ON POST. -SSA- STA. 0+31.61 13.7 LT					
NOTES: ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE NC DOT SPECIFICATIONS FOR PIPELINE OCCUPANCY, AND SPECIAL PROVISIONS FOR CONSTRUCTION OF RAILWAY INTERSECTIONS. CITY: HIGH POINT COUNTY: GUILFORD PROJECT: RAILROAD SLOPE E. WASHINGTON STREET SHEET NO. 3 OF 3 DRAWING DATE: 06/20/22					

EXHIBIT B

AGREEMENT AND CONSENT OF NORFOLK SOUTHERN RAILWAY COMPANY

WHEREAS, Company, Licensee, and NSR desire to enter into the attached Agreement regarding the property described therein (the "Premises").

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NSR, Company, and Licensee agree as follows:

1. NSR gives its consent to the Agreement pursuant to the terms and conditions of this Consent. All of the terms of this Consent are hereby incorporated by reference into the Agreement. The term "NSR" as used in this Agreement and Consent and as used in the Agreement shall include NSR's officers, agents and employees, and any parent company, subsidiary or affiliate of NSR and their officers, agents and employees.
2. The parties agree and understand that any right or claim of Company held in or by virtue of the Agreement shall also inure to the benefit of, and be enforceable by NSR or by any successor or assignee of Company or NSR, and NSR shall not be responsible for any obligations, duties or indemnities of Company to Licensee under the Agreement. NSR reserves any pre-existing rights, claims and defenses against Company and Licensee and said rights, claims and defenses shall not be waived or limited in any way by the Agreement.
3. Licensee understands that NSR makes no warranties or representations regarding the condition of or title to the Premises. Licensee takes the Premises "AS IS" and expressly waives any and all claims against NSR relating to or arising from the condition of or title to the Premises and the property surrounding the Premises, including without limitation, any claims and costs relating to environmental contamination under any applicable laws (such as, without limitation, those which might arise under CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Act).
4. Without the written consent of NSR, (i) neither the Agreement nor this Consent may be assigned in whole or in part by Company or Licensee; (ii) Licensee shall not enter into any sublicense or sublease of the Premises; and (iii) the Agreement shall not be amended by Company or Licensee. No consent by NSR to any sublease, sublicense, assignment, or amendment of the Agreement shall be construed to be consent to any further sublease, sublicense, assignment, or amendment of the Agreement.
5. In consideration of the rights granted by NSR to Licensee by this Consent, Licensee agrees to indemnify and hold NSR harmless to the same extent as Company is indemnified and held harmless pursuant to the Agreement. In addition, without limiting the indemnities provided in the Agreement, Licensee specifically shall indemnify and hold harmless NSR from and against any and all attorney's fees, costs, expenses, liabilities, injuries, claims (including third party claims and any claims under any environmental laws and regulations such as CERCLA, RCRA, and the North Carolina Oil Pollution and Hazardous Substances Control Act) and damages arising from or related to (1) the Agreement; (2) any acts or omissions by Licensee at or near the Premises, (3) Licensee's violations of environmental laws and regulations, and (4) environmental contamination caused by Licensee. For purposes of this paragraph, the term Licensee shall mean its officers, employees, agents, contractors, guests or invitees.
6. NSR must be given at least thirty (30) days notice prior to the placement of any equipment, structure, facility, fixture, or other improvement on the Premises other than those permitted by this Agreement.

7. Company and NSR agree that, by entering into this Consent, (i) NSR is not making any admission regarding any matter between NSR and Company; (ii) Company is not making any admission regarding any matter between NSR and Company; (iii) NSR is not waiving any claim or defense against Company or any affiliate of Company; (iv) Company is not waiving any claim or defense against NSR; (v) NSR does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may become involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company; and (vi) Company does not waive or prejudice any position, claim or defense with regard to any legal or administrative proceedings in which Company or its affiliates and NSR are currently involved or may be involved, including but not limited to any claim or defense with respect to any leasehold rights, environmental obligation or liability, possessory rights, or holdover or non-holdover status of Company.
8. Licensee acknowledges that NSR has not made any inspection of the Premises and that the Premises are located at or near active or inactive railroad facilities, structures, or related property.
9. No work of any character shall be started on the property until Certificates of Insurance, specifying that the policies have been furnished and accepted by NSR as evidence that Licensee, Contractor, and Subcontractor maintain the following insurance coverages:
 - (a) Comprehensive General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorney's fees, arising out of bodily injury, liability and property damage liability during the policy period. Such policy shall be endorsed to name NSR as an additional insured and shall include a severability of interests provision. In addition, Licensee's policy shall be endorsed to reflect Contractual Liability Insurance specifically relating to the indemnity provisions of this agreement. Any exclusion for construction or demolition activities (including installing wells or bore holes, but not for work done by means of a hand auger) conducted within 50 feet of railroad tracks shall be deleted from Licensee's policy.
 - (b) In the event Licensee cannot obtain contractual liability insurance to cover the obligations assumed under this Wireline Agreement, Licensee or its contractor shall procure and furnish to NSR a Railroad Protective Liability Insurance Policy having a combined single limit of \$2,000,000 per occurrence and \$6,000,000 aggregate. Said policy shall name NSR as the named insured.
 - (c) Workers' Compensation Insurance in satisfaction of statutory requirements of the state where the property covered by this agreement is located. Also, Employers' Liability Insurance having limits of not less than \$500,000 each accident, \$500,000 per disease - policy limit, and \$500,000 per disease - each employee.
 - (d) Automobile Liability Insurance having a combined single limit of not less than \$500,000 per occurrence. Said policy shall name NSR as an additional insured and shall include a severability of interests provision.
 - (e) The insurance required herein shall be of such form and content as may be acceptable to NSR. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to NSR at NSR Risk Manager, Three Commercial Place, Norfolk, VA 23510 (or such other current address provided to Licensee) and approved by NSR prior to Licensee's entry on the Premises. The insurance required herein shall not limit the liability assumed by Licensee under this Consent or the Agreement.